City of Ramsey
Agenda
Regular City Council
Tuesday, February 10, 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

1. Oath of Office for Two Patrol Officers

2. State of the City 2026: Mayor's Address

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. Receive Cash and Investments for Period Ending January 31, 2026

2. Note the following Boards, Commissions and Meeting Minutes:
   - Planning Commission — January 22, 2026.
   - Environmental Policy Board — No Meeting in December 2025.
   - Economic Development Authority — No Meeting in November 2025; December 11, 2025 attached
   - Park and Rec Commission — January 8, 2026.
   - Public Works — December 16, 2025

3. Approve the Following Meeting Minutes:

1. City Council Work Session dated January 27, 2026
2. City Council Regular Session dated January 27, 2026

4. Approve Business License Applications

5. Approve Adjustments to the Hourly Wages for Temporary Seasonal Employees Working in the Public Works Department

6. Adopt 2026 Legislative Priorities

7. Adopt Resolution #26-044 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of January 22, 2026 through February 4, 2026.

8. Adopt Resolution #26-028 approving a Development Agreement and Stormwater Treatment and Ponding Maintenance Agreement for Northstar Truck & RV Parking LLC

9. Adopt Resolution #26-038 Approving Permanent Sidewalk Easement Agreement on Lot 1, Block 2, Kwik Trip 1782.

10. Adopt Resolution #26-039 Approving Proposals for Engineering Design Services for 2026 Neighborhood Pavement Overlay Improvements, Improvement Project #26-08

11. Adopt Resolution #26-041 Authorizing Final Payment to Kurilla Contracting of Buffalo, Minnesota for Improvement Project 24-54, The Waterfront Trail Improvements

12. Adopt Resolution #26-043 Approving Release of Right of Re-Entry Agreement and Amended Right of Re-Entry Agreement - Cottages at the COR - Centra North LLC

13. Adopt Resolution 26-046 Approving Minnesota Department of Natural Resources Water Crossing License No. UWAT014269

6. Public Hearing

7. Council Business

1. Adopt Resolution #26-042 Authorizing Contract Amendment with H & U Construction for Improvement Project #25-58, Waterfront Waterplay Park Improvements

2. Adopt Resolutions #26-020 and #26-021 Approving the Preliminary Plat of "OShaughnessy Third Addition" and Variance to Scenic River Protection Overlay at 17201 St. Francis Blvd. NW.

3. Adopt Resolution #26-024, Approving a Conditional Use Permit for Motor Vehicle Repair Uses at 14310 Sunfish Lake Boulevard NW (Clark Companies)

4. Adopt Resolution #26-025, Approving a Conditional Use Permit for Motor Vehicle Repair Uses at 14047 Azurite Street NW (Clark Companies)

5. Adopt Ordinance #26-02, Repealing and Replacing Chapter 10 for Animal Regulations

6. Adopt Ordinance #26-01, Amending Section 30-5, Nuisances

8. Mayor/Council/Staff Input

9. Adjournment

CC Regular Session

Meeting Date: 02/10/2026

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

Title:

Oath of Office for Two Patrol Officers

Purpose/Background:

Patrol Officer Abby Spitzer was hired in July 2025. Patrol Officer Andrew Kavanaugh was hired in September 2025. Both officers have completed their field training program and are now patrolling the City of Ramsey.

After Chief Bluml introduces the two new Patrol Officers, Mayor Ryan Heineman will issue the ceremonial Oath of Office to Officer Sptizer and Officer Kavanaugh.

Recommendation:

Outcome/Action:

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	02/05/2026 11:37 AM
Form Started By: Tim Frankfurth		Started On: 01/30/2026 08:05 AM
Final Approval Date: 02/05/2026		

CC Regular Session

Meeting Date: 02/10/2026

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

Title:

State of the City 2026: Mayor's Address

Purpose/Background:

Annually, the Mayor provides a 'State of the City' presentation to Ramsey residents and businesses during a regular City Council meeting. The purpose of this presentation is to provide a recap of City operations, updates and news from the past year, as well as a look ahead at what is to come in the new year.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	02/05/2026 01:22 PM
Form Started By: Katie Schmidt		Started On: 02/05/2026 10:21 AM
Final Approval Date: 02/05/2026		

CC Regular Session

Meeting Date: 02/10/2026

Primary Strategic Plan Initiative:

Title:

Receive Cash and Investments for Period Ending January 31, 2026

Purpose/Background:

Purpose: Receive reports of the city's cash and investments for the period ending January 31, 2026.

Cash and investment report shows the monthly cash flow - receipts and expenditures through January 31, 2026 with the current listing of the city's investment portfolio.

Recommendation:

No action required. Informational only.

Outcome/Action:

No action needed. Informational only.

Attachments

Cash & Investments for Period Ending January 31, 2026

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	02/04/2026 02:05 PM
Form Started By: Diana Lund		Started On: 02/04/2026 07:42 AM
Final Approval Date: 02/04/2026		

CITY OF RAMSEY
REPORT OF POOLED CASH FLOWS
Period Ended January 31, 2026

	January-26 CURRENT MONTH	2026 YEAR-TO-DATE
CASH AND TEMPORARY INVESTMENTS		
BEGINNING BALANCE	$ 79,966,707.36	$ 79,966,707.36
CASH INFLOWS:		
Daily Deposit	283,443.09	283,443.09
Tax Settlements	266,560.52	266,560.52
U/B Receipts	11,884.92	11,884.92
Credit Cards (Includes Utility Billing)	208,442.03	208,442.03
Interest Earnings [Net of Interest Paid on Investments]	334,085.56	334,085.56
TOTAL CASH INFLOW	$ 1,104,416.12	$ 1,104,416.12
TOTAL CASH AVAILABLE	$ 81,071,123.48	$ 81,071,123.48
CASH OUTFLOWS:		
Prepaid Checks	1,057,069.07	1,057,069.07
Bills Lists	1,566,234.76	1,566,234.76
Pay Estimates	423,891.60	423,891.60
Credit Cards	6,167.48	6,167.48
Payroll - Net	870,536.91	870,536.91
Flex Reimbursement	-	-
Void Checks/Dormant Checks Paid	(2,003.63)	(2,003.63)
Debt Service	-	-
Miscellaneous [Bank Charges; etc.]	292.50	292.50
TOTAL CASH OUTFLOW	$ 3,922,188.69	$ 3,922,188.69
POOLED CASH AND TEMPORARY INVESTMENTS ENDING BALANCE	**$ 77,148,934.79**	**$ 77,148,934.79**
MEMO - NET 2026 CASH INFLOW (OUTFLOW)	**(2,817,772.57)**	**(2,817,772.57)**
INVESTMENT PORTFOLIO SUMMARY		
BEGINNING BALANCE - BV	**$ 76,529,578.51**	**76,529,578.51**
Purchases	10,000,000.00	10,000,000.00
Maturities/Sales	(11,456,551.10)	(11,456,551.10)
ENDING BALANCE	**$ 75,073,027.41**	**$ 75,073,027.41**

Prepared by the City of Ramsey Finance Department
2/3/2026

2026 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	FDIC #	CUSIP	PRIN BAL 1/1/2026	PURCH 2026	SOLD/ MATURE 2026	BV PRIN BAL 12/31/2026
260130A	8/3/2026	4M	4M TERM SERIES			-	4,000,000.00	0.00	4,000,000.00
260130B	1/27/2027	4M	4M TERM SERIES				6,000,000.00	0.00	6,000,000.00
250731	1/29/2026	4M	4M TERM SERIES			4,000,000.00		4,000,000.00	0.00
250626A	1/26/2026	4M	4M TERM SERIES			6,000,000.00		6,000,000.00	0.00
250626B	6/24/2026	4M	4M TERM SERIES			4,000,000.00		0.00	4,000,000.00
251212A	5/20/2026	4M	4M TERM SERIES			4,000,000.00		0.00	4,000,000.00
251212B	9/16/2026	4M	4M TERM SERIES			4,000,000.00		0.00	4,000,000.00
251212C	1/13/2027	4M	4M TERM SERIES			4,000,000.00		0.00	4,000,000.00
									26,000,000.00
250221	2/22/2027	Northland	CD-NEIGHBOR FCU		64017aABP8	245,000.00		0.00	245,000.00
250304A	6/1/2026	Northland	DUBUQUE IA TAX		263868-LW-9	190,000.00		0.00	190,000.00
250304B	6/1/2027	Northland	DUBUQUE IA TAX		263868-LX-7	295,000.00		0.00	295,000.00
210625	7/15/2026	Northland	EAST LYME CONN TAX		273587-P3-3	200,000.00		0.00	200,000.00
191003A	12/1/2026	Northland	SCOTT BLUFF CTY SCHOOL DIST		810164-CQ-4	385,000.00		0.00	385,000.00
200113	3/1/2027	Northland	RICHLAND SCHOOL DISTRICT		764080-FT-9	165,000.00		0.00	165,000.00
200825A	8/1/2027	Northland	CENTINELA VALLEY CA HS		15239-RP-4	250,000.00		0.00	250,000.00
210401	12/1/2027	Northland	RUSH COUNTY KANSAS TAX		781834-D4-9	180,000.00		0.00	180,000.00
120308C	12/1/2027	Northland	SHOREWOOD WIS TAX		825230-LB-9	150,000.00		0.00	150,000.00
190402	2/1/2028	Northland	CLOQUET MN TAX		189036-PS-9	150,000.00		0.00	150,000.00
191016B	4/1/2028	Northland	COLUMBUS OH TAX		199492E339	285,000.00		0.00	285,000.00
211020A	7/15/2028	Northland	MOUNT HILLS TOWNSHIP SCHOOL		6215S3-E6-7	430,000.00		0.00	430,000.00
200914	8/1/2028	Northland	BURLESON TX IDS ZERO CPN		121403-4E6	500,000.00		0.00	500,000.00
120308D	12/1/2028	Northland	SHOREWOOD WIS TAX		825230-LC-7	465,000.00		0.00	465,000.00
200625	3/1/2029	Northland	LAWRENCE MASS TAX		520228-6Q-5	180,000.00		0.00	180,000.00
200923	7/15/2029	Northland	WILKINSBURGO BORO PA TAX		968529-JV-0	265,000.00		0.00	265,000.00
200825B	8/1/2029	Northland	CENTINELA VALLEY CA HS		15239-RR-0	270,000.00		0.00	270,000.00
210615	8/1/2030	Northland	MN STATE TAX		60412A-VP-5	500,000.00		0.00	500,000.00
									5,105,000.00
250212A	2/12/2027	UBS	CD-MORGAN STANI	32992	61690DP44	245,000.00		0.00	245,000.00
250212B	2/12/2027	UBS	CD-MORGAN STANI	34221	61776NLH4	245,000.00		0.00	245,000.00
250218	2/18/2027	UBS	CD-MERRICK BANK	34519	59013K4M5	245,000.00		0.00	245,000.00
191105	3/1/2026	UBS	MARYLAND STATE COMM DEV		57419TDZ1	320,000.00		0.00	320,000.00
220519	3/15/2026	UBS	NEW YORK DEV		6500355P6	105,000.00		0.00	105,000.00
220316	3/16/2026	UBS	CD-GOLDMAN SACHS			245,000.00		0.00	245,000.00
201105	4/1/2026	UBS	PARAMUS NJ SCHOOL		699347LF5	500,000.00		0.00	500,000.00
200113	4/15/2026	UBS	PHILADELPHIA AUTHORITY-ZERO COUP		71781LBU2	300,000.00		0.00	300,000.00
201204	4/15/2026	UBS	LONG BEACH CITY SCHOOL DIS		542535LY3	750,000.00		0.00	750,000.00
210309	6/1/2026	UBS	BEVERLY HILLS CA PUB		088006KA8	300,000.00		0.00	300,000.00
191115A	7/1/2026	UBS	LEXINGTON FAYETEE URBAN COUNTY		52909MDR2	470,000.00		0.00	470,000.00
210630	7/15/2026	UBS	MICHIGAN CITY IND SCHOOL		594381HJ7	500,000.00		0.00	500,000.00
200326B	8/1/2026	UBS	SAN BERNARDINO COMM		79672ONA47	500,000.00		0.00	500,000.00
210514	10/1/2026	UBS	BOSSIER CITY LA UTIL		100216FZ8	500,000.00		0.00	500,000.00
201221	10/1/2026	UBS	LANCASTER OH SCHOOL DIST		514264FGO	1,675,000.00		0.00	1,675,000.00
210621	11/1/2026	UBS	REGIONAL TRANSPORTATION		759136VD3	500,000.00		0.00	500,000.00
191219B	11/1/2026	UBS	OPELIKA ALABAMA TAX		683489ZE1	400,000.00		0.00	400,000.00
191016A	12/1/2026	UBS	DENVER CITY & COUNTY HSG		24917NAG6	500,000.00		0.00	500,000.00
210311	1/1/2027	UBS	FORT LAUDERDALE FLA SPL		347622CW0	500,000.00		0.00	500,000.00
210408B	1/15/2027	UBS	APACHE COUNTY ARIZ		03743TAF9	590,000.00		0.00	590,000.00
200925	4/1/2027	UBS	WESTERN WASHINGTON UNIV		959878RJO	500,000.00		0.00	500,000.00
211206	5/1/2027	UBS	PIMA COUNTY AZ		72178JAF0	500,000.00		0.00	500,000.00
210308B	6/1/2027	UBS	RIO RANCHO NEW MEXICO TAX		767169EP6	580,000.00		0.00	580,000.00
191219A	6/1/2027	UBS	UNIVERSITY OF NORTHERN COLORADO		914733DY3	360,000.00		0.00	360,000.00
210302	8/1/2027	UBS	VISTA CA UNI SCHOOL		928346P45	1,050,000.00		0.00	1,050,000.00
210219	9/1/2027	UBS	VIRGINIA COLLEGE BLDG			500,000.00		0.00	500,000.00
210121	10/1/2027	UBS	MIAMI DADE COUNTY TAX		59333NV91	750,000.00		0.00	750,000.00
191022	10/1/2027	UBS	NEW YORK NY TAX		64966QEK2	500,000.00		0.00	500,000.00
160802	12/1/2027	UBS	TOOLE CITY UT TAX		89033RBU7	400,000.00		0.00	400,000.00
190725A	12/1/2027	UBS	WRIGHT COUNTY TAXABLE		982276BK2	630,000.00		0.00	630,000.00
210713	2/1/2028	UBS	TEXAS PUB FIN AUTHORITY		882669BW3	325,000.00		0.00	325,000.00
210430	6/1/2028	UBS	BEVERLY HILLS CA PUB		088006KC4	500,000.00		0.00	500,000.00
220207A	7/1/2028	UBS	PHOENIX AZ CIVIC		71883RRS4	165,000.00		0.00	165,000.00
210617A	7/1/2028	UBS	EL SEGUNDO CA PENSION		284035AG7	1,000,000.00		0.00	1,000,000.00
210408A	7/1/2028	UBS	PHOENIX AZ CIVIC		71884AH44	500,000.00		0.00	500,000.00
210930	8/1/2028	UBS	CHARTER OAKS CA		1612855D4	250,000.00		0.00	250,000.00
210301	8/1/2028	UBS	SAN JOSE CA FING AUTHO		79818186P30	1,000,000.00		0.00	1,000,000.00
201007	8/1/2028	UBS	SAN BERNARDINO CALIFORN UNIV TAX		796711H44	1,000,000.00		0.00	1,000,000.00
191108	8/1/2028	UBS	CORONA-NORCO CAL		219764SC2	405,000.00		0.00	405,000.00
210825B	8/15/2028	UBS	NEW HAMPSHIRE MUNI		64465QHA7	550,000.00		0.00	550,000.00
210825A	8/25/2028	UBS	CD-CELTIC BANK	57056	15118RWG8	245,000.00		0.00	245,000.00
210326	9/1/2028	UBS	CHINO CALIF PUB FING		169548FP4	615,000.00		0.00	615,000.00
200320	9/1/2028	UBS	PENNSYLVANIA UNIV TAX		709235P25	425,000.00		0.00	425,000.00
191212	10/1/2028	UBS	UNIVERSITY OF ALABAMA TAX		914745GG2	400,000.00		0.00	400,000.00

2026 CASH AND INVESTMENT ACTIVITY

CITY INVEST #	STATED MAT DATE	BROKER	SECURITY DESCRIP	FDIC #	CUSIP	PRIN BAL 1/1/2026	PURCH 2026	SOLD/ MATURE 2026	BV PRIN BAL 12/31/2026
210224B	11/1/2028	UBS	WILL COUNTY ILL COMMUNITY		969078QN7	2,500,000.00		0.00	2,500,000.00
191024	2/1/2029	UBS	PULASKI COUNTY		745401EGO3	400,000.00		0.00	400,000.00
211231	3/15/2029	UBS	NEW YORK STATE URBAN DEV		650036AX4	500,000.00		0.00	500,000.00
220207B	4/1/2029	UBS	BAY AREA CA TOLL AUTHORITY		072024XF4	250,000.00		0.00	250,000.00
210113	5/1/2029	UBS	NYC TRANSITIONAL		64971XSZ2	1,000,000.00		0.00	1,000,000.00
210617B	6/1/2029	UBS	ORANGE COUNTY TAX		684184TC8	110,000.00		0.00	110,000.00
210308A	6/1/2029	UBS	RIO RANCHO NEW MEXICO TAX		767169ER2	500,000.00		0.00	500,000.00
200630A	7/1/2029	UBS	NEW YORK STATE DORM AUTH		64990GS86	430,000.00		0.00	430,000.00
200611	11/1/2029	UBS	VENTURA COUNTY CA		923078CZ0	400,000.00		0.00	400,000.00
210114	12/1/2029	UBS	FRANKLIN COUNTY OH		353174JE6	1,000,000.00		0.00	1,000,000.00
200324	3/1/2030	UBS	NEW YORK CITY TAXABLE		64966QJL5	500,000.00		0.00	500,000.00
211014	5/1/2030	UBS	ST. JOHN'S PUBLIC SCHOOL		790450HN3	550,000.00		0.00	550,000.00
210604	7/1/2030	UBS	FLORIDA STATE BOARD TAX		341271AF1	1,000,000.00		0.00	1,000,000.00
200921	7/1/2030	UBS	FLORIDA STATE REV BOND		341271AF1	500,000.00		0.00	500,000.00
210910	9/1/2030	UBS	BROWNSVILLE TX UTIL		1164753D4	1,000,000.00		0.00	1,000,000.00
101013	12/1/2030	UBS	HIDALGO COUNTY TEX TAX		429343BT3	500,000.00		0.00	500,000.00
201102	12/1/2030	UBS	XENIA OH COMM SCHOOL		984071CC2	720,000.00		0.00	720,000.00
210107	6/1/2031	UBS	SAN JOSE CA FING AUTHO		798153NL2	1,000,000.00		0.00	1,000,000.00
210111	6/1/2031	UBS	SAN JOSE CA FING AUTHO		798153NL2	320,000.00		0.00	320,000.00
211020B	8/15/2031	UBS	ALABAMBA FEDERAL AID HWY		010268CT5	500,000.00		0.00	500,000.00
200417	9/1/2031	UBS	CITY OF NORFOLK VA TAX		655867G94	220,000.00		0.00	220,000.00
211115	10/1/2031	UBS	INFRASTRUCTURE BANK		76223MAL6	580,000.00		0.00	580,000.00
211209	9/15/2032	UBS	CAPE MAY COUNTY NJ TAX		139501SB7	470,000.00		0.00	470,000.00
250131		UBS	UBS TREASURY FUND (FORMERLY PRIME)			47,573.90		47,573.90	0.00
250731a		UBS	UBS TREASURY FUND (FORMERLY PRIME)			1,186,951.96		1,186,951.96	0.00
250630		UBS	UBS TREASURY FUND (FORMERLY PRIME)			1,596,228.67		222,025.24	1,374,203.43
251231		UBS	UBS TREASURY FUND (FORMERLY PRIME)			5,103,823.98		0.00	5,103,823.98
						-			
									43,968,027.41
	TOTAL INVESTMENTS					76,529,578.51	10,000,000.00	11,456,551.10	**75,073,027.41**
			Unamortized Premiums			1,759,475.03			1,759,475.03
			Unamortized Discounts			(4,343,552.11)			(4,343,552.11)
			BMO			2,263,102.50	2,319,673.73	3,924,192.32	658,583.91
			Money Market Accounts			3,758,103.43	10,243,297.12	10,000,000.00	4,001,400.55
			Net Cash and Investments			79,966,707.36	22,562,970.85	25,380,743.42	77,148,934.79

CC Regular Session

Meeting Date: 02/10/2026

Primary Strategic Plan Initiative: Not Applicable

Title:

Note the following Boards, Commissions and Meeting Minutes:

- Planning Commission — January 22, 2026.
- Environmental Policy Board — No Meeting in December 2025.
- Economic Development Authority — No Meeting in November 2025; December 11, 2025 attached
- Park and Rec Commission — January 8, 2026.
- Public Works — December 16, 2025

Purpose/Background:

Approve the Meeting Minutes

Recommendation:

Approval

Outcome/Action:

Approval

Attachments

PC January 2026 Minutes

EDA Minutes Dec 2025

P&R Meeting Minutes Jan 2026

PWC Meeting Minutes 12.16.25

Form Review

Inbox	Reviewed By	Date
Mariah Albrecht	Marsha Weidner	02/03/2026 11:02 AM
Brian Hagen	Brian Hagen	02/04/2026 02:04 PM
Form Started By: Kalia Lor		Started On: 02/03/2026 08:22 AM
Final Approval Date: 02/04/2026		

PLANNING COMMISSION
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Ramsey Planning Commission conducted a regular meeting on Thursday, January 22, 2026, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:	Chairperson Cheri Gengler Commissioner Nichole Bauer Commissioner Randy Bauer Commissioner Jeffrey Lubarski Commissioner Debra Musgrove
Members Absent:	None
Also Present:	Planning Manager Todd Larson City Planner Adam Martin City Council Liaison Eric Peters

1. CALL TO ORDER

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

2. PLEDGE OF ALLEGIANCE

Chairperson Gengler led the group in the Pledge of Allegiance.

3. CITIZEN INPUT

None.

4. APPROVAL OF AGENDA

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

Motion Carried. Voting Yes: Chairperson Gengler, Commissioners N. Bauer, Musgrove, R. Bauer, and Lubarski. Voting No: None. Absent: None.

5. CONSENT AGENDA

5.01: Approve the November 20, 2025, Planning Commission Meeting Minutes

Motion by Commissioner Musgrove, seconded by Commissioner Lubarski, to approve the consent agenda as presented.

Motion Carried. Voting Yes: Chairperson Gengler, Commissioners Musgrove, Lubarski, N. Bauer, and R. Bauer. Voting No: None. Absent: None.

6. PUBLIC HEARINGS/COMMISSION BUSINESS

6.01: Public Hearing: "O'Shaughnessy Third Addition" – Preliminary Plat and Variance to Scenic River Protection Overlay – 17201 St. Francis Blvd. NW

Public Hearing

Chairperson Gengler called the public hearing to order at 7:02 p.m.

Presentation

Planning Manager Larson presented the staff report stating that staff recommends approval of the preliminary plat and variance.

Commissioner Musgrove commented that lots one and three show two alternatives for the drain field location and asked how the ultimate location would be chosen.

Planning Manager Larson explained that rural lots must show a primary and backup septic sites, and soiling borings are done to identify suitable soils for those locations.

Citizen Input

Tim O'Shaughnessy, the applicant, commented that they do develop detailed plans on the septic, and with eight acres, they should not have any issues.

Duane Skoglund, 5801 170th Lane, stated that he is against anything the applicant wants to do because he does not believe him to be a good person. He had concerns with how the traffic would run in and out of the properties, guessing that the traffic would go to TH 47, as there is already an entrance. He stated that if traffic is going to run back along the river, it will create issues. He recognized that there are only three additional homes proposed, but they will have three and four-stall garages.

Planning Manager Larson commented that only one of the lots, lot four, would come out to Germanium, and the other three lots would have their own driveways out to TH 47.

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

Motion Carried. Voting Yes: Chairperson Gengler, Commissioners R. Bauer, Musgrove, N. Bauer, and Lubarski. Voting No: None. Absent: Commissioner None.

Chairperson Gengler closed the public hearing at 7:15 p.m.

Commission Business

Commissioner Musgrove asked if there would be two or three entrances from the development to TH 47.

Planning Manager Larson commented that each lot would have its own driveway, with lots one, two, and three having their own driveways on TH 47, and lot four would have access from Germanium. He noted that lot two is the existing lot and driveway and confirmed that MnDOT approved the driveway permits, which will be about 300 feet apart from each other.

Motion by Commissioner N. Bauer, seconded by Commissioner R. Bauer, to recommend that City Council approve the preliminary plat for "O'Shaughnessy Third Addition" with a variance to lot width in the Scenic River Protection Overlay.

Motion Carried. Voting Yes: Chairperson Gengler, Commissioners N. Bauer, R. Bauer, Lubarski, and Musgrove. Voting No: None. Absent: Commissioner None.

6.02: Public Hearing: Consider a Conditional Use Permit for Motor Vehicle Repair Uses at 14310 Sunfish Lake Boulevard NW (Clark Companies)

Public Hearing

Chairperson Gengler called the public hearing to order at 7:18 p.m.

Presentation

City Planner Martin presented the staff report stating that staff recommends approval of the Conditional Use Permit (CUP), contingent upon satisfaction of the conditions listed in Resolution #26-024.

Councilmember Peters commented that there is only one bathroom for all those stalls, and people will have to walk outside to get to the bathroom. He stated that it would seem that some people will choose to go to the bathroom outside rather than walk to the bathroom.

City Planner Martin commented that staff had a discussion with the applicant about bathrooms.

Citizen Input

Josh Clark, applicant, stated that he is the property owner for this case and the next case. He believed that staff did a good job with the presentation. He stated that this property is geared towards very small-scale business operators who were perhaps working on the side out of their garage in the past. He stated that this would provide the opportunity for someone to run a legitimate business on a small scale, which they can build on. He stated that there should be a low

number of occupants on-site and not a lot of customers, which is why there is only one bathroom. He explained that someone would drop their vehicle off, and customers would not be waiting. He stated that the property to the south has auto repair activity as well, and therefore believes that this would be a good fit for the area. He commented that he has spent a significant amount of money improving the aesthetics of the property, and they will not have damaged vehicles sitting outside. He stated that tenants would sign an agreement that vehicles would not be sitting outside waiting for repair. He noted that he has received positive input from neighboring properties on how he has cleaned up the property. He asked if there are any existing Conditional Use Permits (CUPs) on the property.

City Planner Martin replied that staff did not find any existing CUPs recorded on the property, but he could verify that again prior to the City Council meeting. He noted that the condition was a recommendation from the City Attorney, which will be a standard condition for CUP requests and was not specific to the property.

Commissioner R. Bauer asked if there is a reason the applicant is only looking at auto repair, other than some of the other uses that would be allowed in the district.

Mr. Clark replied that he has had the most number of inquiries from potential tenants for this type of use. He also believed it would be a good fit for the space.

Commissioner Musgrove asked if a customer would bring their vehicle and pay for their repair. She asked if there would be an office space for that type of activity.

Mr. Clark replied that there are a lot of different options available for card processing without there needing to be a physical desk. He noted that payments can be processed with software from a cell phone, and an office is not needed. He confirmed that a vehicle would need to be dropped off and would need to set up a ride home, similar to dropping off a vehicle at any other repair shop.

Chairperson Gengler asked if the applicant is comfortable with the restrictions as proposed by staff.

Mr. Clark confirmed that he is comfortable and noted that staff did a great job of bringing those items to him before the meeting.

Chairperson Gengler explained that typically, there would be a tenant at the time of a CUP request rather than speculative.

Mr. Clark explained that the potential tenants he has spoken with are looking to move quickly, and therefore, he needs to be proactive and have the space available for tenants to move into.

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

Motion Carried. Voting Yes: Chairperson Gengler, Commissioners N. Bauer, Musgrove, R. Bauer, and Lubarski. Voting No: None. Absent: Commissioner None.

Chairperson Gengler closed the public hearing at 7:44 p.m.

Commission Business

Motion by Commissioner Lubarski, seconded by Commissioner N. Bauer, to recommend that City Council adopt Resolution #26-024, Approving a Conditional Use Permit for Motor Vehicle Repair at 14310 Sunfish Lake Boulevard NW, subject to the condition specified within the Resolution.

Motion Carried. Voting Yes: Chairperson Gengler, Commissioners Lubarski, N. Bauer, R. Bauer, and Musgrove. Voting No: None. Absent: Commissioner None.

6.03: Public Hearing: Consider a Conditional Use Permit for Motor Vehicle Repair Uses at 14047 Azurite Street NW (Clark Companies)

Public Hearing

Chairperson Gengler called the public hearing to order at 7:45 p.m.

Presentation

City Planner Martin presented the staff report stating that staff recommends approval of the Conditional Use Permit (CUP), contingent upon satisfaction of the conditions listed in Resolution #26-025.

Citizen Input

No comments.

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

Motion Carried. Voting Yes: Chairperson Gengler, Commissioners N. Bauer, Lubarski, R. Bauer, and Musgrove. Voting No: None. Absent: Commissioner None.

Chairperson Gengler closed the public hearing at 7:49 p.m.

Commission Business

Motion by Commissioner R. Bauer, seconded by Commissioner N. Bauer, to recommend that City Council adopt Resolution #26-025, Approving a Conditional Use Permit for Motor Vehicle Repair at 14047 Azurite Street NW, subject to the conditions specified within the Resolution.

Motion Carried. Voting Yes: Chairperson Gengler, Commissioners R. Bauer, N. Bauer, Lubarski, and Musgrove. Voting No: None. Absent: Commissioner None.

7. COMMISSION BUSINESS

8. COMMISSION / STAFF INPUT

Commissioner R. Bauer asked for an update on the timing of Kwik Trip and Chipotle.

City Planner Martin estimated that Kwik Trip will break ground in March or April. He stated that the shell is up for Chipotle and anticipates an April opening.

Commissioner R. Bauer referenced a proposed development that was reviewed north of the Kwik Trip site and asked for an update.

Planning Manager Larson replied that applicant has chosen not to move forward as the County did not agree to the access on Armstrong.

Commissioner R. Bauer commented that, like previous Commissioner Anderson, longtime member Commissioner VanScoy was disturbed by recent City Council actions and comments related to the Planning Commission and chose to resign. He thanked Commissioner VanScoy for his many years of service.

Chairperson Gengler also thanked Commissioner VanScoy for his service and the impact he had on the community and the Commission during that time. She also thanked him for the assistance that he provided her during her time on the Commission.

Commissioner Musgrove also thanked Commissioners Anderson and VanScoy for their service.

Commissioner N. Bauer also thanked the Commissioners for their service and stated that she would have loved to serve longer with them to learn more from them.

Commissioner Lubarski echoed those comments.

Planning Manager Larson encouraged residents who are interested to apply for the open Boards and Commissions positions.

Commissioner R. Bauer noted that a number of the Commission members are in their first term, and two additional members will join in their first term; it may be a struggle for a bit without the historical knowledge and experience.

9. ADJOURNMENT

Motion by Commissioner R. Bauer, seconded by Commissioner Lubarski, to adjourn the meeting.

Motion Carried. Voting Yes: Chairperson Gengler, Commissioners R. Bauer, Lubarski, N. Bauer, and Musgrove. Voting No: None. Absent: Commissioner None.

The regular meeting of the Planning Commission adjourned at 7:31 p.m.

Respectfully submitted,

Todd Larson
Planning Manager

ATTEST:

Kalia Lor
Planning Assistant

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

ECONOMIC DEVELOPMENT AUTHORITY
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The City of Ramsey Economic Development Authority (EDA) conducted a regular meeting on Thursday, December 11, 2025, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Scott Wiyninger
Member Nicole Bauer
Member Rachal Johnson
Member Hannah Karpen
Member Brittany Lindahl
Member Chris Riley
Member Shanna Stewart

Members Absent: None

Also Present: Sean Sullivan, Economic Development Manager

1. CALL TO ORDER

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

2. APPROVE AGENDA

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

Motion carried. Voting Yes: Chairperson Wiyninger, Members Johnson, Bauer, Karpen, Lindahl, Riley, and Stewart. Voting No: None. Absent: None.

3. APPROVE MINUTES

3.01: Approve Meeting Minutes Dated October 9, 2025

Motion by Member Johnson, seconded by Member Bauer, to approve the October 9, 2025, minutes as presented.

Motion carried. Voting Yes: Chairperson Wiyninger, Members Johnson, Bauer, Karpen, Lindahl, Riley, and Stewart. Voting No: None. Absent: None.

4. EDA BUSINESS

4.01: Review Status and EDA Involvement in Redevelopment of Parcels in West Armstrong Redevelopment Area

Economic Development Manager Sullivan presented the staff report.

Member Stewart asked for more information on the soil concerns.

Economic Development Manager Sullivan stated that parcel five was a contractor yard with absentee owners that had been in noncompliance for a number of years. He stated that staff worked with the owners to bring the site into compliance, which resulted in those leasing the space leaving the site. He commented that there have been two interested purchasers, and some site investigation had been completed, which indicated that soil corrections likely were needed, but not the extent of the corrections. He stated that he would not recommend the City acquire the parcel, but if an interested owner wanted assistance with the potential corrections, the City could consider participation in that.

Member Stewart asked if those issues would impact the land around that parcel.

Economic Development Manager Sullivan replied that Kwik Trip proceeded with due diligence and is moving forward with construction, as has PSD, noting that both properties are in close proximity to parcel five. He stated that if there were serious issues that would have impacted other properties, those most likely would have been identified by Kwik Trip or PSD.

Motion by Member Johnson, seconded by Member Bauer, to move into closed session at 7:50 a.m. pursuant to Minnesota Statutes Section 13D.05 Subd. 3(c)(3) to consider the purchase of real property (Parcels 2, 3 and 4)

Motion carried. Voting Yes: Chairperson Wiyninger, Members Johnson, Bauer, Karpen, Lindahl, Riley, and Stewart. Voting No: None. Absent: None.

The meeting reconvened in open session at 8:41 a.m.

Economic Development Manager Sullivan stated that in closed session, the EDA discussed parcels 2, 3, and 4 related to potential acquisition, negotiation strategies, and incentives. Consensus was provided to City staff to work with parcel three at this time and wait on parcels two and four. It was decided that HRA funds would potentially be used for these activities.

5. MEMBER / STAFF UPDATE

Economic Development Manager Sullivan provided an update on recent development interest and activity, and other items of interest to the EDA.

6. ADJOURNMENT

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

Motion carried. Voting Yes: Chairperson Wiyninger, Members Johnson, Karpen, Bauer, Lindahl, Riley, and Stewart. Voting No: None. Absent: None.

The regular meeting of the Economic Development Authority adjourned at 8:49am.

Respectfully submitted,

Sean Sullivan
Economic Development Manager

ATTEST:

Wendy Schlueter
Economic Development Administrative Assistant

Draft by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

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

The Ramsey Park and Recreation Commission conducted a regular meeting on January 8, 2026, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Commission Members Present:	Acting Chair Nathan Barten Commissioner Garth Anderson Commissioner Todd Arts Commissioner Shane Bennett Commissioner Dean Olson
Commission Members Absent:	Chair Megan Ealain
Also Present:	City Council Liaison Kirsten Buscher Parks & Assistant Public Works Director Mark Riverblood Recreation Coordinator Abby Proulx

1. CALL TO ORDER

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

2. CITIZEN INPUT

None.

3. APPROVE AGENDA

Parks & Assistant Public Works Director Riverblood asked to reverse the order of the Commission Business items on the agenda.

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

Motion carried. Voting Yes: Acting Chair Barten; Commissioners Bennett, Olson, Anderson, and Arts. Voting No: None. Absent: Chair Ealain.

4. APPROVE MINUTES

4.01: Approve Park and Recreation Commission Meeting Minutes

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

- Park and Recreation Commission Meeting Minutes dated November 13, 2025

Motion carried. Voting Yes: Acting Chair Barten; Commissioners Bennett, Arts, Anderson, and Olson. Voting No: None. Absent: Chair Ealain.

5. COMMISSION BUSINESS

5.01: 2025 Program Review and 2026 Upcoming Programs (Previously Item 5:03)

Recreation Coordinator Proulx highlighted the programming and event offerings from 2025. She also provided an overview of upcoming programming opportunities and events.

Acting Chair Barten thanked staff for the update and all the great offerings.

Commissioner Bennett commended staff for continuing to build great programming offerings for the community.

Parks & Assistant Public Works Director Riverblood encouraged residents to sign up for the newsletter, which highlights parks and recreation programming and event opportunities.

5.02: Playground Replacement Program 2026 – Riverdale Park

Parks & Assistant Public Works Director Riverblood provided background information on the Playground Replacement Policy and the five playgrounds that have been replaced. He noted the playgrounds that the Commission and staff reviewed as candidates for 2026 and commented that, because of the high level of use, it is recommended that Riverdale Park be replaced for 2026. He noted that $120,000 was programmed into the Capital Improvement Program (CIP) for playground replacement in 2026.

Acting Chair Barten agreed that Riverdale Park makes sense, noting the large number of young families in that area.

Commissioner Bennett noted that the Commission met at that location last summer to review the playground, and it had a high amount of use during that time.

Consensus of the Commission was to acknowledge that Riverdale Park is the subject of the 2026 playground replacement project.

Parks & Assistant Public Works Director Riverblood commented that staff will plan to bring back a variety of options for the Commission to consider.

Commissioner Arts recognized that one playground per year is slated for replacement and asked if that is sufficient or whether there would be a need to increase that number in the future.

Parks & Assistant Public Works Director Riverblood believed that one playground per year for replacement is sufficient, noting that maintenance and upkeep are still completed on the parks system as needed. He reminded the Commission that the Lawful Gambling Fund is used for the playground replacement program, the funding of which is sufficient for just one playground per year.

5.03: Community Development Block Grant Funding for The Waterfront (Previously Item 5.01)

Parks & Assistant Public Works Director Riverblood provided background information on the Community Development Block Grant (CDBG) program. He stated that staff would like to submit an application and provided information on the proposed request. He stated that the City Council would consider this recommendation at its meeting on January 13th in order to meet the application submission deadline later this month.

Acting Chair Barten agreed that it would make sense to apply for additional funding for the project.

Motion by Commissioner Bennett, seconded by Commissioner Olson, to recommend City Council approval of the application to Anoka County for Community Development Block Grant Public Service funding for improvements at The Waterfront.

Motion carried. Voting Yes: Acting Chair Barten; Commissioners Bennett, Olson, Anderson, and Arts. Voting No: None. Absent: Chair Ealain.

6. COMMISSION/STAFF INPUT

Parks & Assistant Public Works Director Riverblood stated that bid documents were released earlier this week for The Waterfront project with a bid submission date of January 26th.

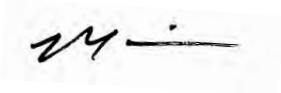
7. ADJOURNMENT

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

Motion carried. Voting Yes: Acting Chair Barten; Commissioners Bennett, Anderson, Arts, and Olson. Voting No: None. Absent: Chair Ealain.

The Park and Recreation Commission meeting adjourned at 7:00 p.m.

Respectfully submitted,



Mark Riverblood
Parks & Assistant Public Works Director

Drafted by Amanda Staple

TimeSaver Off Site Secretarial, Inc.

PUBLIC WORKS COMMITTEE
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA

The Public Works Committee conducted a regular meeting on Tuesday, December 16, 2025, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Michael Olson
Councilmember Chris Riley
Councilmember Dan Specht

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

1. CALL TO ORDER

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

2. CITIZEN INPUT

There was none.

3. APPROVE AGENDA

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

Motion carried. Voting Yes: Chairperson Olson, Councilmembers Riley and Specht. Voting No: None.

4. APPROVE MINUTES

4.01: Approve November 18, 2025, Meeting Minutes

Motion by Councilmember Riley, seconded by Councilmember Specht, to approve the following minutes:

Regular Meeting Minutes dated November 18, 2025

Motion carried. Voting Yes: Chairperson Olson, Councilmembers Riley and Specht. Voting No: None.

5. COMMITTEE BUSINESS

5.01: Consider Recommending City Council Approval of Plans and Specifications and Authorizing Advertisement for Bids for MSA Bunker Lake Boulevard Reconstruction, Improvement Project #26-01

Assistant City Engineer Feriancek reviewed the staff report and recommendation to approve plans and specifications and authorize advertisements for bids for MSA Bunker Lake Boulevard Reconstruction, Improvement Project #26-01.

Councilmember Riley referenced the proposed assessments and asked if those were already in place or negotiated in the past.

Assistant City Engineer Feriancek confirmed that these are essentially all PSD assessments, as they wanted to wait for final project costs to come in, where Oppidan chose to contribute their funds ahead of time.

Councilmember Riley recognized that this will impact businesses and spoke about the importance of communication. He asked how this timeline aligns with Kwik Trip's construction schedule.

Assistant City Engineer Feriancek replied that Kwik Trip is aware of our project and that the schedules align well. He stated that both projects should wrap up around the same time.

Motion by Councilmember Riley, seconded by Councilmember Specht, to recommend City Council approval of plans and specifications and authorizing advertisements for bids for MSA Bunker Lake Boulevard Reconstruction, Improvement Project #26-01.

Motion carried. Voting Yes: Chairperson Olson, Councilmembers Riley and Specht. Voting No: None.

5.02: Consider Recommending City Council Approval of Plans and Specifications and Authorizing Advertisement for Bids for Countryside Estates Street Reconstructions, Improvement Project #26-04

Assistant City Engineer Feriancek reviewed the staff report and recommendation to approve plans and specifications and authorize advertisements for bids for Countryside Estates Street Reconstructions, Improvement Project #26-04.

Councilmember Riley asked if the city could ensure that construction traffic for future street reconstruction projects in the two connecting neighborhoods would not access those projects through these streets.

Assistant City Engineer Feriancek confirmed that could be written into the specs for the projects.

Councilmember Riley asked if the streets in Wildwood Acres could be removed from this project and the streets in the other two connecting neighborhoods added.

Assistant City Engineer Feriancek did not feel they would be able to develop plans and complete the necessary topographic and geotechnical work in time to make this change. He stated that they did look at options but determined that the streets in the other two neighborhoods should be reconstructed separately to make the funding work for the Capital Improvement Program.

Motion by Councilmember Riley, seconded by Councilmember Specht, to recommend City Council approval of plans and specifications and authorizing advertisements for bids for Countryside Estates Street Reconstructions, Improvement Project #26-04.

Motion carried. Voting Yes: Chairperson Olson, Councilmembers Riley and Specht. Voting No: None.

5.03: Consider Recommending City Council Approval of Plans and Specifications and Authorizing Advertisement for Bids for Section 01 Unplatted Street Reconstructions, Improvement Project #26-07

Assistant City Engineer Feriancek presented the staff report and recommendation to approve plans and specifications and authorize advertisements for bids for Section 01 Unplatted Street Reconstructions, Improvement Project #26-07.

Chairperson Olson asked about the length of time during which the curb and gutter is being constructed and access is limited.

Assistant City Engineer Feriancek replied that access to properties would be limited during construction of the curb and gutter but that staff will work with residents to provide access based on their needs.

Motion by Councilmember Riley, seconded by Councilmember Specht, to recommend City Council approval of plans and specifications and authorizing advertisements for bids for Section 01 Unplatted Street Reconstructions, Improvement Project #26-07.

Motion carried. Voting Yes: Chairperson Olson, Councilmembers Riley and Specht. Voting No: None.

5.04: Consider Recommending City Council Order Request for Proposals for 2026 Neighborhood Overlay Improvements, Improvement Project #26-08

Assistant City Engineer Feriancek presented the staff report and recommendation to order Request for Proposals for engineering and design services for the 2026 Neighborhood Overlay Improvements, Improvement Project #26-08.

Councilmember Riley commented that staff have done a great job of managing their workload and would prefer to see this path to get the work completed earlier with better project results.

Motion by Councilmember Riley, seconded by Councilmember Specht, to recommend City Council order Request for Proposals for engineering and design services for the 2026 Neighborhood Overlay Improvements, Improvement Project #26-08.

Motion carried. Voting Yes: Chairperson Olson, Councilmembers Riley and Specht. Voting No: None.

5.05: Discuss Repairing Irrigation Damage Associated with Improvement Projects

Assistant City Engineer Feriancek reviewed the staff report and recommendation to include irrigation repairs by lump sum on public improvement projects moving forward. By nature of a lump sum, the contractor is incentivized to minimize the amount of irrigation damage during the project. This will, in turn, provide better project outcomes in speeding up restoration, promoting continued grass maintenance following construction, avoiding additional touch-up work, and meeting the expectations of property owners. Based on recent years, the staff time for inspecting irrigation repairs is anticipated to be offset by the time required to discuss damage with both residents and the contractor.

Councilmember Riley commented that this change was made to minimize staff time and costs, and had concerns with the proposed change to go back. He stated that if things are replaced to a standard, some people will still not be happy. He was unsure as to how the response could be standardized.

City Engineer/Public Works Director Westby confirmed that irrigation system repairs were removed from city improvement projects after Andrie Street and 164th Lane were reconstructed as homeowners did not like the replacement materials being used. He stated that they could go back and develop a potential game plan to determine the repairs that could be standardized and bring that staff recommendation back to the committee.

Councilmember Riley stated that he generally supports this, but wants to see the guardrails that would be in place to provide efficiency and standardization.

Assistant City Engineer Feriancek stated that they could spec out the two or three most popular brands and make it clear that if residents do not want that, they could make the repairs themselves.

Councilmember Riley stated that he would agree with that approach to use an industry standard, and the homeowner could opt out if they would like to use something else.

Chairperson Olson recognized the work that is required relating to irrigation repairs and/or movement of those systems. He provided another suggestion where a payment could be made to residents, and they would complete the work.

Assistant City Engineer Feriancek stated that in reviewing policies of other cities, Coon Rapids has a policy that allows a financial payment to be made to a resident who would like higher-quality equipment. He explained that the payment is made in the standard amount, and then the resident would pay the difference.

Councilmember Riley stated that he would prefer a standardized policy and procedure, as he does not want to create more complexity or staff work.

Chairperson Olson stated that he would like to see some kind of accommodation for people who will be unhappy with the standard. He stated that he has a few heads in his own system that he does not like, as they are not as functional and adjustable as others.

Councilmember Riley stated that there seems to be support for the idea, and the committee would like to see more information from staff on a proposed policy/procedure.

City Engineer/Public Works Director Westby noted that communication will also be a large part of this. He stated that they could look at an allowance for those residents who would like an upgraded model of equipment. He stated staff will bring their recommendations back to the Committee for further discussion.

5.06: Consider Recommending City Council Authorizing Connexus Energy to Provide Design Services for 2026 COR Street Lighting Improvements

City Engineer/Public Works Director Westby presented the staff report and recommendation to authorize Connexus Energy to provide design services for the 2026 COR Street Lighting Improvements.

Councilmember Riley acknowledged that they have discussed this and asked if the City has committed to doing this work.

City Engineer/Public Works Director Westby replied that The COR Design Framework included much more extensive lighting levels throughout The COR. He stated that this is a scaled-back version of lighting from the original framework. He acknowledged that more housing and commercial uses have been developed, but lighting remains very sparce across The COR. He commented that lights at intersections would improve safety, and lights along walkways would make pedestrians feel safer at night.

Councilmember Riley stated that he could see that perhaps it is time now to install the lights, as further development has occurred.

City Engineer/Public Works Director Westby stated that Ramsey Parkway is a good example of how the designs have changed from the original design framework.

Councilmember Riley recognized that the splashpad is coming to fruition and asked if there is sufficient lighting in that area.

City Engineer/Public Works Director Westby replied that the project includes its own lighting plan and confirmed that the lights from both projects would be coordinated so they work together.

Chairperson Olson asked if there would be a financial benefit to completing this in two phases or whether there is a cost savings to doing the work in one project.

City Engineer/Public Works Director Westby replied that with roads, they look for opportunity-driven elements where developers could contribute towards the cost. He noted additional development that will occur, such as the extension of Veterans Drive, where developers would assist with the installation of lights. He stated that with the development that has occurred, they know where these lights should go, and more pedestrians will be actively using The COR, especially after the Waterfront infrastructure, including splashpad, is constructed.

Chairperson Olson asked for information on the driver between the original design and what is currently proposed.

City Engineer/Public Works Director Westby replied that the COR design framework street lighting plan was overkill in his opinion and believes this is a more reasonable lighting plan. He stated that the recommended lighting plan will improve safety for pedestrians and drivers, but will also not fall into the category of light pollution.

Chairperson Olson confirmed that this plan is more right-sized for the COR as it has developed. He asked if the spacing of the lighting provides an opportunity for additional lights to be installed between if that is determined necessary.

City Engineer/Public Works Director Westby was unsure how that could work. He stated that Connexus does the design and the electrical line that is installed supports the design needs, noting that if additional lights were needed, a larger electrical line may be needed. He does not believe that additional lights would generally be needed in the future.

Motion by Councilmember Riley, seconded by Councilmember Specht, to recommend City Council authorization for Connexus Energy to provide design services for the 2026 COR Street Lighting Improvements.

Motion carried. Voting Yes: Chairperson Olson, Councilmembers Riley and Specht. Voting No: None.

Councilmember Riley asked if the Committee would discuss the frontage road and the other two projects identified in the CIP.

City Engineer/Public Works Director Westby confirmed that is the plan, and provided information on the anticipated timeline.

6. COMMITTEE / STAFF INPUT

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

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

6.02: Review Future Topics Calendar

No comments.

7. ADJOURNMENT

Motion by Councilmember Riley, seconded by Councilmember Specht, to adjourn the Public Works Committee meeting.

Motion carried.

The regular meeting of the Public Works Committee adjourned at 6:51 p.m.

Respectfully submitted,

_____

Bruce Westby
City Engineer/Public Works Director

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

CC Regular Session

Meeting Date: 02/10/2026

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 27, 2026
2. City Council Regular Session dated January 27, 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 27, 2026
2. City Council Regular Session dated January 27, 2026

Attachments

01-27-26 CCWS

01-27-26 Meeting

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	02/05/2026 01:20 PM
Form Started By: Katie Schmidt		Started On: 02/05/2026 11:13 AM
Final Approval Date: 02/05/2026		

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 27, 2026, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Ryan Heineman
Councilmember Kirsten Buscher
Councilmember Michael Olson
Councilmember Eric Peters
Councilmember Chris Riley
Councilmember Dan Specht
Councilmember Shanna Stewart

Also Present: City Administrator Brian Hagen
Fire Chief Matt Kohner
Police Chief Brad Bluml
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: Quarterly Update from Fire and Police Departments

Fire Chief Kohner presented the Fire Department's update, highlighting a 13.5% increase in call volume compared to the previous year, with no specific call type trend. Calls were most frequent between 6:00 a.m. and 11:00 p.m., with no significant increase in overnight calls. Staffing updates included the completion of phase one of the in-house FTO program for six new recruits and the approval of a new deputy chief. Training focuses on technical rescue, fire suppression tactics, and scenario-based drills, and includes community events such as first-aid classes and CPR training.

Mayor Heineman asked whether medical-related calls primarily drive the recent increase in calls for service and, if so, whether this trend is expected to continue as the city's elderly population grows.

Fire Chief Kohner noted that the city's changing demographics are a significant factor, confirming that medical-related calls account for a large share of calls for service and are contributing to the overall increase.

Mayor Heineman noted that baby boomers are the largest demographic group and will continue to age, indicating that the increase in service calls, particularly medical-related calls, is unlikely to reverse.

Fire Chief Kohner explained that call volume fluctuates throughout the year, with minor increases from incidents such as vehicle or dumpster fires, but noted that no single factor drives those fluctuations. He added that the more significant and consistent increases account for the larger portion of overall call growth.

Police Chief Bluml presented a high-level Quarter 4 police update, noting that a more detailed analysis will be included in the year-end report. The department responded to 4,094 dispatch calls, a 11% decrease from Quarter 3 and a 7% increase from Quarter 4 of last year. The seasonal decline from Quarter 3 to Quarter 4 was described as typical and attributed to factors including school in session, colder weather, and the holiday period.

Police Chief Bluml noted the most common non-criminal calls were medical checks, welfare checks, and property-damage accidents. The most frequent criminal calls were identity theft, theft by swindling, and harassment restraining order (HRO) violations. During the quarter, officers made 79 arrests, with the most common being DWI, domestic assault, and theft or property removal. The department handled 124 traffic crashes, a 68% increase from Quarter 3, which the chief stated is typical for this time of year and largely attributed to deer-related crashes and icy road conditions.

Police Chief Bluml clarified a prior reporting error, noting that the most common accident location is Bunker Lake Boulevard and St. Francis Boulevard, not Sunfish Lake Boulevard. The previously reported number of crashes (nine in Q3) was correct, but the location was misstated. In Q4, the intersection recorded four crashes, remaining the location with the most crashes for the year, with 21 total accidents. Additional analysis and contributing factors will be addressed in the year-end report.

Police Chief Bluml explained that the department conducted 772 traffic stops in Ramsey during the quarter. At the Chief's request, the crime data analyst reviewed activity near Highway 10/Alpine and at Jarvis Street, both of which were identified as challenging intersections. For 2025, there were five crashes on Highway 10/Alpine: three property damage, one personal injury, and one motorcycle fatality.

Police Chief Bluml also shared a high-level case highlight involving holiday package thefts at the COR Apartments. Using a GPS-tracked decoy package, Flock cameras, and coordinated efforts between officers and investigators, the suspect was apprehended before Christmas, resulting in additional case clearances and assistance to the Anoka County Sheriff's Office. The case remains in court. Finally, the Chief provided an update on malicious punishment of a child cases, noting one case in Q4, following three cases in Q3. While overall numbers remain low, the Q3 spike prompted closer monitoring.

Councilmember Buscher asked whether the cases involved three separate families.

Police Chief Bluml stated that, while he could not say with absolute certainty, he believed the cases involved three separate households and invited any additional questions from the Council.

Mayor Heineman referenced past major incidents on the west and southwest sides of the city and prior discussions about domestic violence and the city's role in addressing it. He sought clarification on whether domestic-related offenses were the most common arrest category and confirmed the ranking of the second most common category. He asked whether the increase observed in Quarter 3 compared to Quarter 4 represents a longer-term year-over-year trend or a temporary fluctuation.

Police Chief Bluml confirmed that DWI arrests were the most common, followed by domestic assaults. He noted continued improvement in DWI enforcement through participation in the Toward Zero Deaths state-funded grant program, explaining that Ramsey is serving as the host agency this year, administering grant funds to other Anoka County agencies for overtime enforcement.

Police Chief Bluml explained that, regarding domestic assaults, the department participates in the Lethality Assessment Committee and coordinates its response with Alexandra House. Officers immediately connect victims with services while still on scene and complete a formal lethality assessment to identify high-risk cases. These assessments are shared through the court process to inform judicial and legal decision-making and to prevent repeat or escalating incidents.

Police Chief Bluml noted that, while domestic incidents remain a concern given the city's size and number of households, the department believes the program is effective and continues to make progress, with seasonal fluctuations—particularly around holidays—also influencing trends.

Mayor Heineman thanked staff for the updates.

2.02: Flock Drone as a First Responder (DFR) and Flock Automated License Plate Readers (ALPR) Program Concept Discussion

Police Chief Bluml explained that the Anoka County Sheriff's Office approached all Anoka County police chiefs to gauge interest in a countywide Drone as a First Responder (DFR) program and an expanded Flock Safety automated license plate reader (ALPR) system.

Police Chief Bluml noted that Ramsey currently operates eight Flock ALPR cameras, two at the parking ramp and six along roadways, and stated that the system has been a valuable investigative tool. Based on its success, the department is interested in increasing the number of cameras.

Police Chief Bluml described the proposed Drone as a First Responder system as distinct from current patrol drones, explaining that these larger, automated drones would be stationed in secured "perches" at strategic locations throughout the county. When a 911 call is received, a drone would automatically deploy to the scene, with an average response time of 60–90 seconds, often arriving before traditional first responders. The drone would provide immediate situational awareness, helping determine the size, severity, and legitimacy of incidents such as crashes or fires, and enabling more efficient resource deployment.

Police Chief Bluml reviewed additional components of the proposal, including software-based traffic analytics, vehicle counts, and access to a crime analysis center, enabling Ramsey analysts to use the system for data analysis and research independently. Regarding funding, the Chief emphasized that discussions are preliminary. The Sheriff's Office is exploring a pilot or proof-of-concept program that could span up to ten years, with multiple funding options under review, including potential grants. He stated there is no confirmed funding source at this time.

Police Chief Bluml explained preliminary cost estimates suggest Ramsey's financial impact would be minimal, potentially only a small increase over current Flock subscription costs. Because the cameras are leased annually, there is potential for a refund of the current year's payment and little to no cost for the first two years under the pilot program, pending final details.

Police Chief Bluml stated that his purpose in presenting the item was to inform the Council, share that discussions are underway, and gather feedback and general support, noting that he was interested in learning more and believes the program could be a positive direction.

Fire Chief Kohner explained that while the benefits of the proposed Drone as a First Responder program may vary for fire services, a rapid aerial response would provide critical early situational awareness. From a fire response perspective, drones could quickly help determine whether an incident involves a structure fire or a grass fire, identify potential exposures, and support incident planning before crews arrive on scene.

Fire Chief Kohner noted that the program was recently presented at a Fire Protection Council meeting, where chiefs were asked only to provide feedback on whether the concept could be beneficial, not to make any commitments. The response from fire chiefs was unanimous in support of exploring the idea further, while emphasizing that funding considerations will be a significant factor in the future.

Mayor Heineman asked for clarification on the drone's operational capabilities, including its flight speed, operating altitude, and whether it is equipped with audio and video recording.

Police Chief Bluml stated he was uncertain whether the proposed drone system includes audio capability. He noted that some department-owned drones can communicate with people on scene, but he could not confirm whether this specific software or drone platform supports that feature. He explained that airspace restrictions, particularly near airports, constrain flight altitude. Under standard conditions, drones operate below a set ceiling, with the potential to fly up to 400 feet if additional radar or authorization is in place.

Regarding coverage, the Chief noted that the drone program would not serve the entire county. Deployment areas are based on call volume and operational range, meaning higher-demand areas such as Ramsey would be covered, while lower-call-volume regions would not. In response to questions about speed, the Chief said no specific flight speed had been provided during the presentations, though the estimated 60–90-second response time was shared at a high level. He added that some details were discussed informally with program staff and remain subject to further clarification.

Councilmember Buscher noted that the Drone as a First Responder program was also presented to the Fire Protection Council the previous week, at which Deputy Jacobson provided additional details. She noted that the drone has an estimated 45-minute flight time, shorter than some existing drones, but it includes more advanced onboard technology.

Councilmember Buscher explained that the drone can provide real-time situational awareness, including smoke and flame detection, wind conditions, line-of-sight to fire scenes, roof integrity, and potential collapse zones, thereby enhancing firefighter safety and response planning. She referenced its use during the Nowthen fire, where the drone monitored conditions during a complex incident.

Councilmember Buscher added that, because the drone system is integrated with Flock technology, it includes facial recognition capabilities similar to those in existing Flock cameras. Alerts can be triggered not only by 911 calls but also by Flock camera detections, and she cited an example in which Flock technology helped link a suspect in Anoka to a homicide.

Addressing constitutional and privacy concerns, Councilmember Buscher stated that program officials are drafting policies to prevent misuse, emphasizing that the technology would not be used for generalized surveillance or "fishing expeditions." Regarding cost, she shared that preliminary estimates for a 10-year contract place the first two years under $200,000, with costs increasing significantly in later years, potentially totaling several million dollars, possibly to be levied across participating cities.

Councilmember Buscher expressed personal support for continuing to explore the program, citing unanimous support from fire chiefs, the technology's advanced capabilities, and the importance of carefully addressing privacy and constitutional considerations when communicating with residents.

Mayor Heineman asked whether there are specific weather-related thresholds, such as high winds or heavy rain, that would prevent the Drone as a First Responder system from being deployed or used safely.

Police Chief Bluml stated that increased winds reduce drone battery life. While there are operational limitations in certain weather conditions, drones can still be deployed more frequently than requesting a helicopter. He also clarified his comments on facial recognition, noting that Ramsey's current Flock cameras do not use it. Instead, they identify and track observable characteristics, such as clothing items (e.g., hats or backpacks), to track movement through an area. He emphasized that this capability differs from facial recognition technology and that the cameras currently in use do not perform facial identification.

The consensus of the Council was to continue researching the Flock camera program.

2.03: Cryptocurrency Ordinance

Police Chief Bluml reminded the Council of a prior presentation by Derek Anderson regarding fraud concerns associated with cryptocurrency kiosks in Ramsey and noted that the Council

previously supported drafting an ordinance to prohibit them. Since that discussion, additional information has emerged, prompting a reconsideration of the approach.

Police Chief Bluml highlighted several developments, including public education efforts by Derek Anderson through QCTV and an extended presentation to the County Attorney's Office to raise awareness of crypto-related fraud. He explained that Derek Anderson has also been working closely with the City's new attorney, Amanda Johnson, who provided new legal insights. Recent lawsuits related to cryptocurrency kiosk bans in other jurisdictions were cited as a key factor influencing the discussion.

Police Chief Bluml stated that staff were seeking Council input and consensus on whether to continue pursuing a complete ban or pivot to an alternative regulatory approach and indicated that Attorney Johnson would outline her recommendations during the discussion.

City Attorney Johnson shared her legal analysis of cryptocurrency kiosks, drawing on prior work with the City of Forest Lake, where similar concerns were raised. Based on guidance from the Minnesota Department of Commerce and the League of Minnesota Cities, she stated that an outright ban on cryptocurrency kiosks is neither a strong nor a defensible legal position.

City Attorney Johnson outlined three policy options available to the City:

1. Do nothing,
2. Adopt a complete ban, or
3. Implement a registration ordinance.

City Attorney Johnson noted that both Stillwater and St. Paul have enacted bans and are currently facing litigation related to those actions, with the Stillwater case further along in the legal process. She explained that the registration ordinance mirrors the approach to other state-licensed but locally regulated activities, such as cannabis, in which kiosks would be registered with the city rather than banned outright. Under this model, registration would be tied to the property owner, typically gas stations, rather than the kiosk operator, reflecting the City's land-use authority.

City Attorney Johnson explained key elements of the proposed registration ordinance include:

- Kiosks must be from a brand with no more than two verified fraud incidents within the city in the past 12 months, as determined by the Police Department—criteria that would likely exclude all current kiosks in Ramsey.
- A $2,000 annual registration fee.
- Additional operational requirements designed to deter fraud and remove bad actors.

Attorney Johnson emphasized that data indicate that approximately 95–98% of cryptocurrency kiosk transactions involve fraud, underscoring a public safety concern. She noted that the registration approach offers a balanced solution, allowing legitimate operators to continue operating while providing the city with a legally sound mechanism to protect residents. She concluded by confirming that staff have drafted an updated registration ordinance. She reiterated that the final decision, whether to pursue a ban, adopt the registration model, or take no action, rests with the City Council.

Councilmember Buscher asked whether, under a registration ordinance, liability for fraud associated with a cryptocurrency ATM would transfer to the party registering the kiosk, such as the property owner.

City Attorney Johnson explained that assigning direct liability to the registrant for cryptocurrency kiosk fraud is legally complex. She noted that the proposed ordinance regulates kiosks through property owners because many lease agreements provide property owners with a percentage of kiosk proceeds, creating a financial incentive that can discourage oversight.

City Attorney Johnson stated that this financial benefit provides a legal justification for requiring property owners to register kiosks and comply with regulatory restrictions, ensuring they have "skin in the game." However, she clarified that the ordinance is not intended to impose criminal liability on property owners and would not support criminal charges against them.

Attorney Johnson added that the registration ordinance model, originally drafted for Forest Lake, has since been adopted by multiple cities, reinforcing its legal defensibility as a regulatory, not punitive, approach.

Mayor Heineman stated that cryptocurrency kiosks are amoral tools and that fraud is typically committed by individuals using the machines rather than by kiosk owners. He emphasized that preventing fraud depends on having engaged and invested shopkeepers who are willing to question suspicious transactions, particularly when vulnerable residents appear to be transferring large sums.

Mayor Heineman noted that, under current conditions, property owners often lack an incentive to intervene and expressed support for a regulatory approach that places the onus on shopkeepers or property owners to monitor and vet the use of the machines.

Mayor Heineman indicated that doing nothing is not acceptable, while pursuing a full ban could expose the city to litigation risk. He characterized the proposed registration framework as regulatory "red tape" intended to deter harmful behavior and protect residents, rather than to punish legitimate businesses. He concluded by asking whether the City of Forest Lake currently has any cryptocurrency kiosks in operation, noting his understanding that they may have all been removed.

City Attorney Johnson confirmed that all cryptocurrency kiosks have been removed in Forest Lake. She explained that the city previously had four kiosks: three were associated with significant fraud, and one had none. Ultimately, all property owners chose to remove the machines, determining that the regulatory requirements were not worth the continued operation.

City Attorney Johnson added that both Washington County and Anoka County are discussing countywide bans, noting that fraudsters typically direct victims by phone to the nearest available kiosk. As kiosks are removed from one jurisdiction, fraud activity tends to shift to nearby cities.

City Attorney Johnson stated that for regulatory efforts to be truly effective in protecting the broader community, wider regional or statewide participation would be necessary. She noted that

while the Minnesota Department of Commerce has acknowledged that current state legislation is ineffective, there appears to be limited momentum at this time for stronger statewide regulatory reforms.

Mayor Heineman reasoned that requiring cryptocurrency kiosks to register with a $2,000 annual fee, combined with strict compliance requirements and the possibility of removal within a short timeframe, would likely make operation financially impractical and therefore discourage installation altogether. He asked whether the City could legally require education or awareness measures for kiosk registrants, such as informing property owners or operators about fraud risks, and whether imposing such requirements would raise any legal concerns.

City Attorney Johnson stated that the Police Department has already conducted significant outreach and education at locations that host cryptocurrency kiosks, including posting warning signage to alert users to potential fraud. She questioned whether lack of knowledge is truly the issue, noting that property owners are likely aware of the risks given the scale of fraud experienced. She cited that Ramsey has seen hundreds of thousands of dollars in cryptocurrency-related fraud, comparable to other cities, including Woodbury, which has reported over $8 million in fraud between 2020 and 2024.

City Attorney Johnson explained that, because awareness alone has not proven sufficient, the proposed registration ordinance includes additional regulatory requirements, such as mandatory closed-circuit video surveillance of the kiosk and a requirement that the Police Department be provided with footage upon request within 24 hours. She noted that these measures would apply in the rare case where a property owner registers a kiosk, pays the $2,000 fee, and works with an operator with no verified fraud incidents and who can meet all ordinance requirements.

Mayor Heineman clarified that while the City has already engaged in proactive education regarding cryptocurrency kiosk fraud, he supports a more direct, practical approach that makes property owners aware of the financial realities of kiosk operations, specifically that, due to regulatory requirements and fees, kiosks are unlikely to remain in operation long enough to generate a return on investment. He emphasized the importance of communicating this reality without explicitly discouraging business in a way that could expose the City to legal risk. Based on the discussion, he expressed support for moving forward with Option Three, implementing a registration ordinance rather than pursuing a full ban. He thanked the staff for their work on the issue.

2.04: Discussion 2026 Strategic Planning Session Structure

City Administrator Hagen noted that the city is approaching its annual strategic planning period and that upcoming work session discussion topics are currently limited, creating an opportunity to integrate strategic planning into future work sessions. He noted that, over recent years, the City's strategic planning exercises, such as identifying what is working well, what is not, and upcoming opportunities and impacts, have remained largely consistent year to year. Given the limited change, he asked for Council's input on whether staff could complete much of the preliminary analysis in advance and present a draft framework for Council review.

City Administrator Hagen explained that under this approach, staff would prepare proposed strategies, goals, and updates to incomplete initiatives, allowing Council to focus on discussion, refinement, and final direction rather than conducting the full exercise themselves. He stated that this process could produce an equally strong final strategic plan while reducing the time commitment required of Councilmembers, particularly avoiding the need for an additional evening meeting.

Councilmember Stewart expressed support for the proposed approach, stating that if strategic planning themes have not changed significantly year after year, it makes sense for staff to complete much of the preliminary work. She noted that this would still allow Council sufficient opportunity for discussion and refinement while reducing the overall workload.

Mayor Heineman expressed support for the proposed strategic planning approach, emphasizing that staff preparation would not limit the Council's ability to raise additional topics or concerns. He noted that the approach would reduce redundancy, as the city often identifies the same core priorities each year. He encouraged Councilmembers to share any niche topics, passion projects, or emerging issues with staff in advance so they could receive appropriate consideration.

Mayor Heineman observed that past strategic planning discussions can sometimes move quickly on some topics while others, such as community surveys, require more in-depth discussion.
He concluded by confirming the general Council agreement with the approach and directed staff to proceed accordingly.

3. TOPICS FOR FUTURE DISCUSSION

3.01: Review Future Topics/ Calendar

Noted.

4. MAYOR / COUNCIL / STAFF INPUT

4.01: Update on Outside Committees

Councilmember Buscher provided updates from the Anoka County Fire Protection Association, including the approval of radios for the jail and the fire intervention program.

Mayor Heineman shared updates from the Twin Cities Gateway Board, highlighting the success of the sports soccer program and the importance of promoting local hotels.

Councilmember Specht discussed the Quad Cities Cable Communications Committee's efforts to stay relevant through podcasts and rebranding.

Police Chief Bluml provided an update on the Federal Law Enforcement presence in the area, emphasizing the department's focus on protecting and serving the community. He discussed the challenges of managing the situation, including the need for additional patrols and the potential

for clashes between pro- and anti-ICE groups. He reassured the council and community that the department was prepared to handle any incidents and maintain peace.

The council expressed its support for the Police Department and emphasized the importance of maintaining community trust and communication.

Police Chief Bluml acknowledged the challenges of balancing transparency with operational security and was open to further discussions on how to address community concerns.

The council agreed to continue monitoring the situation and providing support as needed.

4.02: Updates on Items of Interest

5. ADJOURNMENT

The Work Session of the City Council was adjourned at 6:48 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 27, 2026, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Ryan Heineman
Councilmember Kirsten Buscher
Councilmember Michael Olson
Councilmember Eric Peters
Councilmember Chris Riley
Councilmember Dan Specht
Councilmember Shanna Stewart

Members Absent: None

Also Present: City Administrator Brian Hagen
City Planner Adam Martin
Community Development Director Stephanie Hanson
Community Service Officer Katie McNally
Community Service Officer Madison Spah
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 Riley, seconded by Councilmember Specht, to approve the agenda as presented.

Motion carried. Voting Yes: Mayor Heineman, Councilmembers Buscher, Olson, Peters, Riley, Specht, and Stewart. Voting No: None.

3. PRESENTATIONS

None.

4. CITIZEN INPUT

Randy Kaiser, 16967 Bison Street NW, raised concerns about outdoor wood boilers and their potential health and property impacts. He provided detailed evidence of smoke and fumes from wood boilers, citing health problems and nuisance laws. He emphasized the need for local governments to protect residents from wood boiler pollution.

Mr. Kaiser referenced the Minnesota Statute on nuisance and provided evidence of smoke and fumes using a purple air monitor. He described the severe health effects he and his wife have experienced due to wood boiler smoke. He suggested that local governments should restrict or ban outdoor wood boilers to protect public health.

Mayor Heineman acknowledged Mr. Kaiser's concerns and suggested discussing the issue further offline.

Councilmember Riley inquired about the status of the EPB's discussion on wood boilers.

City Administrator Hagen explained that the ordinance was under review and would be brought back for further discussion.

Mayor Heineman agreed to continue the conversation offline and mentioned having data to contribute.

5. CONSENT AGENDA

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

5.01: Approve the Following Meeting Minutes:
1) City Council Work Session dated January 13, 2026
2) City Council Regular Session dated January 13, 2026

5.02: Approve Business License Applications

5.03: Approve Anoka County Threat Assessment Group Agreements

5.04: Approve Police Training Tracking Program

5.05: Authorization to Hire a Firefighter/Fire Technician

5.06: 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.

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

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

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

5:10: Adopt Resolution #26-030 Approving Final Plans and Specification and Authorizing Advertisements for Bids for 2026 Crack Seal Improvements, Improvement Project #26-09
5:11: Adopt Resolution #26-031 Approving Final Plans and Specifications and Authorizing Advertisements for Bids for 2026 Pavement Rejuvenation Improvements, Improvement Project #26-10
5:12: Adopt Resolution #26-032 Accepting a Polling Place Accessibility Grant from the State of Minnesota
5:13: Adopt Resolution #26-033 Approve Agreement Between the City of Ramsey and Leo A Daly for Contractual Services
5:14: Adopt Resolution #26-036 Approving Amendment to Purchase Agreement for Sale of 6701 and 6745 Highway 10 to MW Properties LLC
5:15: Adopt Resolution #26-037 Approving Lease Amendment with Mille Lacs Motor Sports II for 6781 and 6745 Hwy 10 NW

Motion carried. Voting Yes: Mayor Heineman, Councilmembers Buscher, Olson, Peters, Riley, Specht, and Stewart. Voting No: None.

6. PUBLIC HEARING

None.

7. COUNCIL BUSINESS

7.01: Introduce Ordinance #26-02, Repealing and Replacing Chapter 10 for Animal Regulations

City Planner Martin introduced Ordinance #26-02, an update to the City's Animal Code, noting that staff have been working on the revisions for several months in collaboration with Community Service Officers Madison Spah and Katie McNally, who were present to assist with questions.

City Planner Martin explained that the goals of the update were to address resident concerns, improve consistency in definitions and enforcement, clearly articulate the purpose of the regulations, distinguish allowable animals and quantities by property, streamline licensing processes, including dangerous dogs, private kennels, and non-traditional animals, and make the code easier to read and administer.

City Planner Martin explained that major proposed updates included new language addressing noisy animals, particularly roosters and crowing hens, with defined standards for sustained noise. The ordinance would codify the use of the Anoka County parcel viewer to determine property acreage for consistency and transparency. It would also align barn, stable, and enclosure setbacks with accessory structure standards, reducing barriers for residents seeking to construct animal-related structures.

City Planner Martin explained that legacy provisions tied to the former Horse Care Commission were revised to apply more broadly to all animals, including standards for manure storage, animal transportation, and the protection of public property. Performance, maintenance, and care

standards were consolidated to ensure uniform application across animal types, and licensing processes were updated to align with current staffing capacity and practices. The update also proposed changes to animal unit calculations, including eliminating the practice of rounding down acreage, which currently limits residents' flexibility, particularly for those keeping poultry. Animal units would be reorganized into clearer categories: large animals, medium animals, and poultry/fowl by weight, with consistent acreage and roaming-area requirements designed to protect animal health and infrastructure such as septic systems.

City Planner Martin also noted that horses, which were separated into a distinct table in 2015, would be reintegrated into the general animal unit standards to reduce confusion for staff and residents. He concluded by stating that the recommended action before Council was to introduce the ordinance and invited questions, with staff and the Police Department available to respond.

Councilmember Riley questioned whether the proposed ordinance would effectively address rooster-related complaints, noting that roosters would still be allowed under the updated code. He asked whether limiting roosters to properties of at least 2.5 acres would sufficiently mitigate the issue or if allowing roosters at all would continue to pose enforcement challenges.

City Planner Martin explained that the issue of allowing roosters was discussed at a prior work session and that staff understood Council's consensus to continue allowing roosters on properties of 2.5 acres or larger. He stated that the proposed ordinance establishes clear nuisance standards to provide a consistent, objective framework for addressing complaints. The intent is to move away from subjective or isolated complaints and instead apply defined criteria for sustained noise, improving enforcement consistency while still addressing resident concerns and reducing unnecessary calls to Community Service Officers.

Councilmember Riley asked staff to confirm whether the proposed ordinance changes would effectively meet the stated goal of addressing rooster-related nuisance concerns and whether staff believe the updated language achieves that objective. He also commented on the clarity of the animal unit standards, noting that the ordinance language was less intuitive than the visual summary presented on the slides. He cited examples such as fractional animal units (e.g., "half a sheep"). He suggested that including plain-language explanations, such as the number of animals allowed per acre, in the ordinance itself would make it easier for residents to understand. He asked whether incorporating that clarifying language into the ordinance would be allowable.

City Planner Martin acknowledged that the animal unit table underwent multiple revisions during development as staff balanced technical accuracy with clarity for residents. He explained that the table was designed to support straightforward calculations while still allowing staff to assist residents who have questions about allowable animals when purchasing or using property. He agreed that Councilmember Riley's suggestion to include clearer per-acre explanations directly in the ordinance would improve readability and understanding. He stated that staff can incorporate those clarifications before the ordinance's second reading.

Councilmember Riley reiterated his recommendation that the animal unit table in the ordinance be revised to clearly state the number of animals allowed per acre (e.g., 2, 4, or 25), noting that this

format is significantly easier for residents to understand. He indicated support for including this clarification in the ordinance amendment process.

Councilmember Olson sought clarification on whether the animal unit chart is intended to be cumulative, meaning property owners must add the applicable animal units based on acreage, rather than assuming each animal category could be allowed independently if it fits within its own standard.

City Planner Martin confirmed that the animal unit system is cumulative, noting that property acreage determines the total number of allowable animal units across animal types. He provided an example that a 1.2-acre property equals 1.2 animal units, likening the calculation to a budgeting exercise. He added that the new language, developed with assistance from the City Attorney, clarifies that fractional animal units cannot be applied to a whole animal and that residents cannot keep partial animals. The intent is to make the system easier for residents to understand and apply while allowing flexibility to "plug and play" animal choices within the limits of their property size.

Councilmember Stewart asked for clarification on whether a property with 2.5 acres could keep multiple types of animals up to the total allowable animal units, or whether there is an overall cap on the number or combination of animals. She sought confirmation that her understanding of the cumulative limits was correct.

City Planner Martin confirmed that the allowable number of animals is based on the total cumulative animal units per property acreage. He explained that a 2.5-acre property equals 2.5 animal units, which may be allocated across different animal types. For example, he noted that a property owner could keep one horse, one rooster, and one goat, totaling 2.5 animal units.

Mayor Heineman clarified that the ordinance does not set a maximum number of animals per category; instead, it uses the categories to determine the total allowable animal units based on property acreage (e.g., 2.5 acres equals 2.5 animal units).

Councilmember Stewart sought clarification on how the cumulative animal unit calculation is applied in practice, asking whether a property owner must choose between animal types, such as one horse or several chickens, but not both, when the total allowable animal units are limited (e.g., on a 1.2-acre property).

Mayor Heineman clarified that a minimum of 2.5 acres is required to keep a horse. On a property of that size, residents may keep multiple types of animals, provided the total does not exceed the allowable animal units. He explained that, for example, a 2.5-acre property could accommodate combinations such as horses and chickens, provided the total animal units did not exceed the acreage limit.

City Planner Martin stated that, under the proposed animal unit calculations, a 2.5-acre property could accommodate two horses and up to 12 chickens.

Councilmember Stewart asked whether beehives, which are not counted as animal units, would be allowed in addition to the maximum number of animals permitted under the animal unit

calculation, using the example of a property having a horse, chickens, and multiple beehives concurrently.

City Planner Martin stated that under the current and proposed code structure, beehives are regulated separately from animal units. He explained that the code addresses dogs, cats, bees, and other animals in distinct sections, meaning bees may be kept in addition to the allowable animal units calculated under the animal unit table, consistent with how the code currently operates.

Motion by Councilmember Riley, seconded by Councilmember Buscher, to introduce Ordinance #26-02, Repealing and Replacing Chapter 10 of the City Code, Animal Regulations, with the added clarification to the Animal Unit table specifying how animal units translate to the number of animals allowed per acre, as presented graphically.

A roll call vote was performed:

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

Motion carried.

7.02: Introduce Ordinance #26-01, Amending Section 30-5, Nuisances

Police Chief Bluml presented a proposed amendment to the City's nuisance code, specifically the noise ordinance, in response to resident complaints about excessive noise from engine retarding brakes, commonly known as "Jake brakes", along St. Francis Boulevard / Highway 47. He explained that in 2025, both the Police Department and a City Councilmember received complaints about semi-truck engine brake noise in the area south of Sunwood Drive, where southbound traffic descends a grade, and the speed limit drops from 55 mph to 45 mph. Extra patrols were conducted, but no violations were observed at that time, in part because enforcement vehicles were highly visible to approaching traffic. Upon reviewing state statute and existing city ordinance, staff determined that while vehicle noise is already regulated, additional clarity would be helpful, particularly to support the installation of signage alerting drivers to the restriction. After consultation with the City Attorney, staff recommended adding one clarifying sentence to the ordinance to ensure enforceability before installing signage.

Police Chief Bluml shared historical data indicating that from 2020 to 2025, the city received over 1,000 noise complaints, approximately 200 involving vehicles, 204 related to engine noise, and four specifically involving semi-truck engine braking. While not widespread citywide, the issue significantly affects residents in the identified corridor. The proposed ordinance language would state that the intentional use of engine retarding brakes that cause abnormal or excessive noise is prohibited on public roadways within the city, except in emergencies. The Chief noted that staff

believe a single strategically placed sign could substantially reduce complaints and improve the quality of life for nearby residents.

Councilmember Riley thanked Police Chief Bluml for his work on the proposed amendment to the nuisance noise ordinance and expressed strong support for the change. He noted that he was the Councilmember who received a complaint about engine brake noise and emphasized that the concern affected the entire neighborhood, not just a single resident.

Councilmember Riley stated that residents asked how many complaints were required for the issue to be taken seriously, and he reassured them that a single complaint was sufficient to warrant action. He agreed that the issue was limited to a specific section of roadway rather than a citywide problem and supported installing a single sign to address the concern. He acknowledged that while the solution seems simple, formal action, including an ordinance amendment, is necessary to proceed appropriately, and reiterated his full support for moving forward with the change.

Mayor Heineman asked how the proposed engine-brake noise ordinance would be enforced in practice, particularly in situations where multiple semi-trucks are traveling together. He inquired whether enforcement would rely on an officer's best determination of which vehicle emitted the noise, similar to how MnDOT enforces commercial vehicle regulations, with officers stopping the suspected vehicle to issue a warning or citation.

Police Chief Bluml explained that enforcement would be based on an officer's direct observation, meaning an officer would need to see and hear the engine braking coming from a specific vehicle before initiating a traffic stop. He stated that the department's primary goal would be education, though citations may be used for repeat violations if necessary to change behavior.

Police Chief Bluml added that the Police Department can also partner with the State Patrol's Commercial Vehicle Enforcement Division. If a traffic stop reveals additional concerns, such as unsafe equipment or other violations, officers may request a commercial vehicle inspector or direct the vehicle to the nearby weigh scales in Ramsey for further inspection.

Mayor Heineman stated that the proposed enforcement approach sounded sufficient and expressed confidence that education would be effective. Drawing on his own work experience, he noted that once individuals are aware of the law, they generally adjust their behavior, at least in the affected area, and often help spread awareness to others. He voiced his support for the ordinance amendment, stating he believes it will be effective in reducing the issue.

Councilmember Buscher asked whether limiting the use of engine retarding brakes could impact the safety of truck drivers or surrounding vehicles, expressing concern about the potential safety implications of the proposed ordinance amendment.

Police Chief Bluml acknowledged that engine retarding brakes have legitimate safety and operational benefits, including reducing wear and tear on braking systems. He explained that the proposed ordinance seeks to balance safety and business needs with residents' quality-of-life concerns, allowing engine brake use in emergencies while limiting non-essential use that causes excessive noise.

Councilmember Buscher asked how officers would determine whether a truck driver's use of an engine retarding brake qualifies as an emergency under the proposed ordinance, seeking clarification on how that distinction would be established during enforcement.

Police Chief Bluml explained that officers would use professional discretion when enforcing the ordinance. During a traffic stop, officers would ask questions and conduct a brief interview to determine whether the use of an engine retarding brake was necessary due to an emergency. Based on that assessment, an officer could issue an education, a warning, or a citation. He noted that the issuance of a citation does not determine guilt and that drivers retain the right to contest it in court. He emphasized that officers are trained to apply discretion appropriately when evaluating circumstances and enforcement options.

Councilmember Buscher asked whether the city could proactively notify major trucking companies and frequent commercial carriers that use Ramsey as a thoroughfare to ensure they are aware of the proposed engine-brake noise ordinance before enforcement begins.

Police Chief Bluml stated that the department cannot easily identify which specific trucking companies are responsible for the violations. However, if the ordinance amendment is approved, the Police Department plans to communicate and educate the public about the change by sharing information on the City's social media channels, including Facebook, to reach drivers and the broader public.

Mayor Heineman agreed that the proposed approach addresses the concerns raised, noting that education, combined with enforcement, should be effective. He noted that regular highway users are likely to adjust their behavior once informed, as most people want to avoid violations, and expressed confidence that the issue would be resolved quickly under the proposed ordinance.

Councilmember Riley stated that the primary goal of the proposed ordinance is to reduce noise rather than issue citations, emphasizing education as the preferred first step.

Motion by Councilmember Riley, seconded by Councilmember Peters, to introduce Ordinance #26-01, amending Section 30-5 of the City Code related to noise and engine retarding brakes.

A roll call vote was performed:

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

Motion carried.

8. MAYOR, COUNCIL, AND STAFF INPUT

City Administrator Hagen announced upcoming meetings and events.

Councilmember Buscher acknowledged the heightened emotions many community members are experiencing and emphasized that Ramsey remains peaceful, prayerful, and prepared. She expressed appreciation for the Police Department's ongoing efforts to build strong relationships and ensure that all residents feel safe, regardless of background or perspective.

Councilmember Buscher also thanked City staff for their accessibility and responsiveness to residents' needs, encouraged everyone to treat one another with dignity and respect, and affirmed her trust and confidence in local law enforcement. She concluded by emphasizing the importance of collaboration, mutual care, and strong leadership in maintaining the well-being of families and neighborhoods. She thanked staff and fellow Councilmembers for their continued service.

9. ADJOURNMENT

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

Motion carried. Voting Yes: Mayor Heineman, Councilmembers Buscher, Olson, Peters, Riley, Specht, and Stewart. Voting No: None.

The regular meeting of the City Council adjourned at 7:43 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: 02/10/2026

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	Sean Sullivan	02/04/2026 01:12 PM
Brian Hagen	Brian Hagen	02/04/2026 02:05 PM
Form Started By: Wendy Schlueter		Started On: 02/04/2026 11:27 AM
Final Approval Date: 02/04/2026		

Report Name: License Report - License Types
Council Dates: 2/10/2026 to 2/10/2026
Status: Active, Inactive
License Type(s): Mobile Food Unit–Annual, Special Events, Temporary Intoxicating, Transient Merchant/Peddler/Solicitor

City of Ramsey
License Report - License Types

Company	DBA	Complex_Name	Applicant	Location	Exp. Date	Council Date	Status
Transient Merchant/Peddler/Solicitor							
Custom Remodelers Inc			Anthony J Dimmick		12/31/2026	2/10/2026	A
Custom Remodelers Inc			Jeremy J Larson		12/31/2026	2/10/2026	A
Custom Remodelers Inc			Dylan E Magney		12/31/2026	2/10/2026	A
Custom Remodelers Inc			Zachary R Carlson		12/31/2026	2/10/2026	A

Transient Merchant/Peddler/Solicitor License Count: 4

Total Licenses: 4

CC Regular Session

Meeting Date: 02/10/2026

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

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Title

Approve Adjustments to the Hourly Wages for Temporary Seasonal Employees Working in the Public Works Department

Purpose/Background:

The purpose of this case is to formally authorize the 2026 budgeted hourly wage scale for temporary seasonal employees working in the Public Works Department. This includes wages for temporary seasonal employees working in the spring, summer and fall and excludes temporary AFSCME employees or on-call snowplow drivers.

As part of the 2026 approved budget, the City Council agreed to increase the wage scale by 3%. The 2026 wage scale for temporary Parks, Streets and Utilities employees will be $15.45 to $18.54, depending on qualifications.

Recent Per Hour Pay Scale History
2024 through 2025 $15.00 to $18.00
2020 through 2023 $13.00 to $15.00
2018 through 2019 $11.00 to $12.00

Funding Source:

The funding required for this action has been included in the 2026 budget.

Recommendation:

Staff recommends authorizing the new wage scale of $15.45 to $18.54 per hour, depending on qualifications.

OutcomeAction:

Motion to approve the new temporary seasonal employee wage scale of $15.45 to $18.54 per hour, depending on qualifications.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	02/05/2026 01:19 PM
Form Started By: Colleen Lasher		Started On: 01/15/2026 11:59 AM
Final Approval Date: 02/05/2026		

CC Regular Session

Meeting Date: 02/10/2026

Primary Strategic Plan Initiative:

Title:

Adopt 2026 Legislative Priorities

Purpose/Background:

The City annually adopts legislative priorities. City Council reviewed 2025 outcomes and identified 2026 priorities at their January 13, 2026 Work Session. The city will further work with Senator Bahr and Representative Niska in an effort to have them understand what is important to the city.

2026 Priorities with local impacts include:

- Funding for continued study of Ramsey/Dayton Mississippi River Crossing
- Expansion of Metro Mobility Service Area to serve Ramsey
- Closed Landfill legislation to provide for industrial development

Time Frame/Observations/Alternatives:

This list represents known priorities at the beginning of the legislative session. Staff will continue to monitor efforts at the Capitol, and if needed, ask council to formalize a position on specific efforts as they arise throughout the 2026 session.

Recommendation:

Staff recommends adopting the 2026 Legislative Priorities.

Outcome/Action:

Motion to adopt 2026 Legislative Priorities.

Attachments

2026 Legislative Priorities

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	02/05/2026 01:23 PM
Form Started By: Brian Hagen		Started On: 02/05/2026 11:41 AM
Final Approval Date: 02/05/2026		

2026 City of Ramsey Legislative Priorities

Local Priority: Northwest Metro Mississippi River Crossing Need

The feasibility study for a new Mississippi River bridge was completed in 2021 with funds allocated by the 2020 legislature. This study identified a general area for a new crossing from Ramsey to Dayton. The next steps would be for a scoping document, Tier I EIS and then a Tier II EIS to be completed. The cities of Champlin, Dayton, Maple Grove and Ramsey intend to solicit funding for these next steps. An eventual coalition group comprising of a larger number of cities may be formed. The North Metro Mayors Association has historically identified this project on their Legislative Priorities, and will serve as a resource to advocate for the project on behalf of its membership.

Local Priority: Metro Mobility Service Area

- Introduce legislation that will add Ramsey to the service area for Metro Mobility.
- Over the years some residents have expressed an interest in getting door-to-door Metro Mobility Service in Ramsey.
- City residents annually pay $352,000 to the Metro Transit Taxing District that the City was required to enter when the NorthStar Station was completed.
- Inclusion in the Metro Mobility service area requires a state statute and was last extended to the City of Lakeville in 2019. The cost of the service is covered by the state.
- Fall of 2024 conversations with Metropolitan Transportation Services indicated the request would not be viewed as unreasonable by them. They noted that services are currently in the City of Anoka, therefore extending services to an adjacent city is more reasonable than creating a satellite service area. With funding for metropolitan transportation shifting to the State's operating budget, no additional property taxes would be levied to Ramsey properties for the expanded service.

Local Priority: Closed landfill legislation to allow economic development

- Staff will work with the PCA and local legislators to determine what, if any, legislation will allow closed landfill property to be put back on the tax role for private development opportunities.

State-wide Policy Priority: Exemption of residential gardens from water emergency restrictions

Staff will work with legislators to research possible legislation to ensure that, in the event the governor declares by executive order a critical water deficiency, pursuant to Minnesota Statutes section 103G.291 implementing mandatory emergency water conservation measures and mandatory restrictions upon nonessential water use is enforced and outdoor irrigation is prohibited, that gardens created by Minnesota residents for the cultivation of vegetables, fruits, herbs and flowers for food and medicinal purposes will not be subject to water restrictions, nor shall they be limited to reclaimed water.

State-wide Policy Priority: Statewide licensure of massage therapy

Support legislation that seeks to adopt a state license requirement for massage therapists. Lack of a statewide license for massage therapists has hampered law enforcement's ability to regulate illegal activities across municipal boundaries related to this profession.

State-wide Policy Priority: Local Government Aid (LGA)

Local Government Aid for Ramsey has fluctuated (see chart below) from a high of $396,382 in 2001, to the current level of $0 in 2017 and beyond. The basic formula was changed in 2014 and some level of LGA was restored for the next three years (approximately $100,000 per year), however the same formula has now resulted in the elimination of all LGA for Ramsey and similar developing suburbs.

FY 2000 - $359,771
FY 2001 - $396,382
FY 2002 - $303,894
FY 2003 through 2013 - $0
FY2014 - $91,381
FY 2015 - $110,352
FY 2016 - $111,311
FY 2017 through 2025 - $0

Background*:*
Support legislation that revises the LGA formula and recognizes the needs of developing suburbs, restoring LGA to developing suburbs for long-term capital needs.

- No changes were made to the LGA funding formula in 2022.
- The City should consider working with legislators to determine if there is an opportunity to revise the LGA formula in the future to provide greater resources to developing suburbs.
- A couple of LGA bills were introduced in 2021 that may have impacted Ramsey, but failed

to become law:

- LGA adjusted for unpaid local assistance costs HF 1052/SF 749 (Rep. Jim Nash, R-Waconia, and Sen. Bill Weber, R-Luverne) would have allowed cities that have not been reimbursed by another city for local assistance costs to submit an application for reimbursement through a reduction in the LGA of the recipient city.
- LGA minimum distribution HF 1096/SF 1238 (Rep. Jerry Hertaus, R-Greenfield, and Sen. David Osmek, R-Mound) would have provided for a minimum per capita LGA amount for all cities that otherwise would receive no LGA, and increased the LGA appropriation to cover the additional amount.

- During the 2022 session, discussions occurred regarding updating the LGA formula. Based on a draft formula, Ramsey would have received funds.
- The most recent LGA adjustments left Ramsey with $0 LGA contributions.

<u>State-wide Policy Priority</u>: Metropolitan Council Committee Membership

Support legislation that seeks to adjust Metropolitan Council Committee membership qualifications and membership determination. Currently there are 16 geographical Council Districts and one chair. Members are comprised of a representative who resides in the district they represent, with the chair serving at large. All members are interviewed by a nominating committee created by the governor, and the final appointment is determined by the governor.

CC Regular Session

Meeting Date: 02/10/2026

Primary Strategic Plan Initiative:

Title:

Adopt Resolution #26-044 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of January 22, 2026 through February 4, 2026.

Purpose/Background:

Adopt Resolution #26-044 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of January 22, 2026 through February 4, 2026.

Recommendation:

Staff Recommends to Adopt Resolution #26-044 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of January 22, 2026 through February 4, 2026.

Outcome/Action:

Motion to Adopt Resolution #26-044 Approving Cash Disbursements Made and Authorizing Payment of Accounts Payable Invoicing Received During the Period of January 22, 2026 through February 4, 2026.

Attachments

Bills List 02/10/2026

Resolution 26-044

Form Review

Inbox	Reviewed By	Date
Diana Lund	Diana Lund	02/05/2026 08:22 AM
Brian Hagen	Brian Hagen	02/05/2026 11:40 AM
Form Started By: Jennifer Morrison		Started On: 02/04/2026 02:18 PM
Final Approval Date: 02/05/2026		

RAMSEY CITY COUNCIL MEETING

2.10.2026

BILLS LIST

DISBURSEMENTS TO BE APPROVED THIS MEETING:

DISBURSEMENT TYPE:	SUBMITTED FOR APPROVAL
Prepaids 1.22.26 - 2.4.26	$ 342,832.23
Accounts Payable 1.22.26 - 2.4.26	217,410.22
Payroll 1.30.26	296,470.72
Debt Service	
Pay Estimates- Projects	1,827.95
TOTAL SUBMITTED FOR APPROVAL THIS MEETING (Invoices Available for Reviewal)	**$ 858,541.12**

DISBURSEMENTS PREVIOUSLY APPROVED AND PAID:

	APPROVED PREVIOUS MTG	2026 Y.T.D.
PREPAIDS	$ 492,930.37	$ 714,236.84
PREPAID ADJUSTMENTS		
ACCOUNTS PAYABLE INVOICING	1,308,440.41	1,566,234.76
ACCT PAYABLE INVOICING ADJUSTMENTS		
NET PAYROLL TOTAL	303,991.43	574,066.19
CORRECTION TO PAYROLL		
DEBT SERVICE		
CORRECTION TO DEBT SERVICE		
PAY ESTIMATE(S) - PROJECTS	423,891.60	423,891.60
TOTAL CASH DISBURSEMENTS PREVIOUSLY APPROVED	**$ 2,529,253.81**	**$ 3,278,429.39**

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1/22/2026 – 2/4/2026

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
121959	**1/22/2026**		**119788 ANOKA CO UNION HERALD ADAMS PUBLISHING**							
		16.00	DEC 2025 SUBSCRIPTION		136170	51867	0130.6452		SUBSCRIPTIONS	ADMINISTRATION
		16.00								
121960	**1/22/2026**		**111377 ANOKA MUNICIPAL UTILITY**							
		46.58	DEC 2025 TRAFFIC SIGNALS		136164	22-612000-01 DEC 2025	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		68.17	DEC 2025 TRAFFIC SIGNALS		136165	22-613120-01 DEC 2025	0260.6371		ELECTRIC UTILITIES	TRAFFIC ENGINEERING
		47.96	DEC 2025 STREET LIGHTS		136166	22-610280-00 DEC 2025	9603.6371		ELECTRIC UTILITIES	STREET LIGHTING FUND
		80.78	DEC 2025 STREET LIGHTS		136167	22-990005-01 DEC 2025	9603.6371		ELECTRIC UTILITIES	STREET LIGHTING FUND
		243.49								
121961	**1/22/2026**		**122526 CCI HOLDINGS 2 LLC**							
		4,393.87	ESC RELEASE #122236		136157	122236	9804.6433	00122236	REFUNDS	ESCROW ACCOUNTS
		4,393.87								
121962	**1/22/2026**		**122527 CCI HOLDINGS 3 LLC**							
		3,686.30	ESC RELEASE #122237		136158	122237	9804.6433	00122237	REFUNDS	ESCROW ACCOUNTS
		3,686.30								
121963	**1/22/2026**		**122523 GOD'S KINGDOM MINISTRY**							
		3,587.00	REFUND OF RENT ESCROW		136168	SECURITY DEPOSIT REFUND	9410.6433	00041012	REFUNDS	RALF FUNDED PROJECTS
		3,587.00								
121964	**1/22/2026**		**122519 GUTHMILLER, MARGARET**							
		200.00	WATER EFF PROG 26-M GUTHMILLER		136161	011426	9601.6436		WATER EFFICIENCY REBATE PROG	WATER FUND
		200.00								
121965	**1/22/2026**		**121709 MINNESOTA METRO NORTH TOURISM**							
		5,924.51	DEC 2025 LODGING TAX COR		136160	DEC 2025 LODGING TAX	9298.2088		LODGING TAX	LODGING TAX
		5,924.51								
121966	**1/22/2026**		**117544 QUADIENT FINANCE USA INC**							
		2,000.00	POSTAGE ADDED TO MACHINE		136169	RAMSEY000000003 1224062-10	9101.1551		POSTAGE METER DEPOSIT	GENERAL FUND
		2,000.00								

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
121966	1/22/2026		117544 QUADIENT FINANCE USA INC						Continued...	
122017	1/29/2026		100948 ANOKA COUNTY LICENSE CENTER							
		7,659.80	#656 TITLE/PLATES		136263	#656 REG/PLATES	9602.1744		MOTOR VEHICLES	SEWER FUND
		2,418.89	#656 TITLE/PLATES		136263	#656 REG/PLATES	9605.1744		MOTOR VEHICLES	STORM WATER UTILITY
		10,078.69								
122018	1/29/2026		100948 ANOKA COUNTY LICENSE CENTER							
		21.25	TABS-73 CITY VEHS & TRAILERS		136264	TABS	0211.6249		MISCELLANEOUS OPERATING SUPPLY	POLICE PROTECTION
		85.00	TABS-73 CITY VEHS & TRAILERS		136264	TABS	0301.6249		MISCELLANEOUS OPERATING SUPPLY	ENGINEERING
		255.00	TABS-73 CITY VEHS & TRAILERS		136264	TABS	0194.6249		MISCELLANEOUS OPERATING SUPPLY	GENERAL GOVERNMENT BUILDINGS
		396.67	TABS-73 CITY VEHS & TRAILERS		136264	TABS	0311.6249		MISCELLANEOUS OPERATING SUPPLY	STREET MAINTENANCE
		396.67	TABS-73 CITY VEHS & TRAILERS		136264	TABS	0452.6249		MISCELLANEOUS OPERATING SUPPLY	PARK & RECREATION
		396.66	TABS-73 CITY VEHS & TRAILERS		136264	TABS	9601.6249		MISCELLANEOUS OPERATING SUPPLY	WATER FUND
		1,551.25								
122019	1/29/2026		100297 CENTERPOINT ENERGY							
		6,798.21	DEC 2025 C/H GAS		136267	6702493-5 DEC 2025	0194.6373		GAS	GENERAL GOVERNMENT BUILDINGS
		1,102.80	GAS UTILITIES STATION 2		136268	5961540-1 DEC 2025	0220.6373		GAS	FIRE PROTECTION
		1,153.06	GAS UTILITIES STATION 1		136269	5914352-9 DEC 2025	0220.6373		GAS	FIRE PROTECTION
		43.36	DEC 2025 PH #3 NATURAL GAS		136270	8782239-1 DEC 2025	9601.6373		GAS	WATER FUND
		9,097.43								
122020	1/29/2026		100167 CORNERSTONE FORD							
		3.97-	EARLY PAY DISCOUNT		136273	15530186	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		39.71	POLICE #312		136273	15530186	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		35.74								
122021	1/29/2026		115607 DVS							
		45.75	TABS FOR SQUADS 315, 366, 367		136272	E774109	0211.6249		MISCELLANEOUS OPERATING SUPPLY	POLICE PROTECTION
		45.75								
122022	1/29/2026		122532 KASSIM, SHEMBA							
		100.00	FACILITY USE DEP REF 6.18.23		136279	012726	9101.2201		DEPOSITS PAYABLE	GENERAL FUND
		100.00								
122023	1/29/2026		100621 MN DNR ECO WATERS MN DNR OMB							

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
122023	1/29/2026		100621 MN DNR ECO WATERS MN DNR OMB						Continued...	
		25,256.00	2025 WATER PERMIT		136265	1985-6005 B	9601.6439		OTHER MISCELLANEOUS	WATER FUND
		25,256.00								
122024	1/29/2026		122531 TVEITA, KRYSTYN							
		100.00	FACILITY USE DEPO REF 10.7.24		136278	012726	9101.2201		DEPOSITS PAYABLE	GENERAL FUND
		100.00								
1009034	1/23/2026		110402 ADVANCE AUTO PARTS							
		1,272.37	MISC PARTS DEC 2025		136154	DEC 2025 PURCHASES	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		345.84	MISC PARTS DEC 2025		136154	DEC 2025 PURCHASES	0312.6257		OTHER VEHICLE PARTS	SNOW & ICE REMOVAL
		1,618.21								
1009035	1/23/2026		114881 ANDERSON RACE MANAGEMENT							
		800.00	2026 DASH & DINE 5K DEPOSIT		136156	29000-011/29000 -012	0452.6489		OTHER CONTRACTED SERVICES	PARK & RECREATION
		800.00	2026 HD 5K FUN RUN DEPOSIT		136156	29000-011/29000 -012	0296.6249		MISCELLANEOUS OPERATING SUPPLY	HAPPY DAYS
		1,600.00								
1009036	1/23/2026		121552 LINCOLN NATIONAL LIFE INSURANCE CO							
		2,837.45	JAN 2026 LIFE INS PREMIUMS		136171	1094824 JAN 2026	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		2,837.45								
1009037	1/23/2026		100291 MET COUNCIL SAC							
		223.65-	DEC 2025 SAC DISCOUNT		136155	DEC 2025 SAC DISCOUNT	9602.4356		SEWER AVAILABILITY CHARGE-ADM	SEWER FUND
		22,365.00	DEC 2025 SAC REMITTANCE		136159	DEC 2025 SAC REMITTANCE	9602.2083		SAC CHARGES	SEWER FUND
		22,141.35								
1009038	1/23/2026		119638 O'REILLY AUTO PARTS							
		2.76-	EARLY PAY DISCOUNT		136162	6193-232728	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		137.83	FIRE #577		136162	6193-232728	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		.81-	EARLY PAY DISCOUNT		136163	6193-232792	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		40.43	POLICE #344		136163	6193-232792	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		174.69								

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
1009039	1/23/2026		114486 SUN LIFE ASSURANCE COMPANY OF CANADA						Continued...	
		1,029.47	JAN 2026 VOL LTD PREMIUMS		136172	237724 JAN 2026	9101.2170		DENTAL/DISABILITY/LIFE	GENERAL FUND
		502.40	JAN 2026 NON-VOL LTD PREMIUMS		136172	237724 JAN 2026	9101.2170		DENTAL/DISABILITY/LIFE	GENERAL FUND
		1,531.87								
1009099	1/30/2026		100031 ANOKA COUNTY							
		843.81	2023 TAXES PARCEL 00066-2010		136276	PARCEL ID 00066-2010	9410.6315	00041012	MISCELLANEOUS PROFESSIONAL SERRALF FUNDED PROJECTS	
		843.81								
1009100	1/30/2026		116846 MC TOOL AND SAFETY SALES							
		.30-	EARLY PAY DISCOUNT		136271	024367	0452.6231		UNIFORMS & TURN-OUT GEAR	PARK & RECREATION
		30.00	SAFETY GLASSES		136271	024367	0452.6231		UNIFORMS & TURN-OUT GEAR	PARK & RECREATION
		29.70								
1009101	1/30/2026		107833 NELSON, TODD							
		22.42	1.20.26 IRRIG TRAIN PARKING		136266	IRRIG TRAINING	0452.6335		TRAINING	PARK & RECREATION
		22.42	1.21.26 IRRIG TRAIN PARKING		136266	IRRIG TRAINING	0452.6335		TRAINING	PARK & RECREATION
		44.84								
1009102	1/30/2026		119638 O'REILLY AUTO PARTS							
		.64-	EARLY PAY DISCOUNT		136274	6193-233020	0311.6229		SHOP MATERIALS	STREET MAINTENANCE
		31.98	HEATER HOSE STOCK		136274	6193-233020	0311.6229		SHOP MATERIALS	STREET MAINTENANCE
		.18-	EARLY PAY DISCOUNT		136275	6193-233516	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		8.99	UTILITIES #611		136275	6193-233516	0311.6257		OTHER VEHICLE PARTS	STREET MAINTENANCE
		.16-	EARLY PAY DISCOUNT		136277	6193-233995	0211.6207		TRAINING SUPPLIES	POLICE PROTECTION
		8.20	ELECTRIC TAPE		136277	6193-233995	0211.6207		TRAINING SUPPLIES	POLICE PROTECTION
		48.19								
1009103	1/30/2026		122372 METROPOLITAN LIFE INS COMPANY							
		1,896.15			135606	12312513082317	9101.2168		PAID FAM/MED LEAVE-EMPLOYEE	GENERAL FUND
		1,896.15			135607	12312513082318	9101.2169		PAID FAM/MED LEAVE-EMPLOYER	GENERAL FUND
		107.55			135823	0112261257125	9101.2168		PAID FAM/MED LEAVE-EMPLOYEE	GENERAL FUND
		107.55			135824	0112261257126	9101.2169		PAID FAM/MED LEAVE-EMPLOYER	GENERAL FUND
		14.91			135931	011326717218	9101.2168		PAID FAM/MED LEAVE-EMPLOYEE	GENERAL FUND
		14.91			135932	011326717219	9101.2169		PAID FAM/MED LEAVE-EMPLOYER	GENERAL FUND
		2,011.66			135974	01132616274517	9101.2168		PAID FAM/MED LEAVE-EMPLOYEE	GENERAL FUND
		2,011.66			135975	01132616274518	9101.2169		PAID FAM/MED LEAVE-EMPLOYER	GENERAL FUND
		1,789.41			136227	01272615473913	9101.2168		PAID FAM/MED LEAVE-EMPLOYEE	GENERAL FUND
		1,789.41			136228	01272615473914	9101.2169		PAID FAM/MED LEAVE-EMPLOYER	GENERAL FUND
		11,639.36								

Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
1009103	**1/30/2026**		**122372 METROPOLITAN LIFE INS COMPANY**						**Continued...**	
95013026	**1/30/2026**		**122049 VOYA INSTITUTIONAL TRUST COMPANY**							
		7,774.03			136226	01272615473912	9101.2176		LIFE/HEALTH-EMPLOYEE	GENERAL FUND
		7,774.03								
96013026	**1/30/2026**		**122049 VOYA INSTITUTIONAL TRUST COMPANY**							
		15,943.52			136225	01272615473911	9101.2175		DEFERRED COMPENSATION	GENERAL FUND
		15,943.52								
97013026	**1/30/2026**		**118579 ND CHILD SUPPORT DIVISION**							
		287.08			136224	01272615473910	9101.2185		GARNISHMENTS/SUPPORT	GENERAL FUND
		287.08								
99012326	**1/23/2026**		**107691 DEPT EMPLOYMENT AND ECONOMIC DEVELOPMENT**							
		3,526.00	MN UNEMP. INS. QTR 4 2025		136194	07982002 QTR 4 2025	0130.6315		MISCELLANEOUS PROFESSIONAL SER	ADMINISTRATION
		3,526.00								
99012626	**1/26/2026**		**100219 HOME DEPOT COMMERCIAL ACCT PROGRAM**							
		498.00	1.14.26 VACUUM/CHARGER		136173	JAN 2026 PURCHASES	0220.6281		SMALL TOOLS & MINOR EQUIPMENT	FIRE PROTECTION
		9.96-	EARLY PAY DISCOUNT		136173	JAN 2026 PURCHASES	0220.6281		SMALL TOOLS & MINOR EQUIPMENT	FIRE PROTECTION
		488.04								
99260194	**1/30/2026**		**100301 MN CHILD SUPPORT PAYMENT CNTR**							
		278.26			136229	0127261547392	9101.2185		GARNISHMENTS/SUPPORT	GENERAL FUND
		543.14			136230	0127261547393	9101.2185		GARNISHMENTS/SUPPORT	GENERAL FUND
		821.40								
99560854	**1/30/2026**		**101306 IRS**							
		45,313.80			136234	0127261547397	9101.2171		FEDERAL WITHHOLDING	GENERAL FUND
		23,479.53			136235	0127261547398	9101.2173		FICA & MEDICARE-EMPLOYEE	GENERAL FUND
		23,479.53			136236	0127261547399	9101.2182		FICA & MEDICARE-EMPLOYER	GENERAL FUND
		92,272.86								
99835617	**1/30/2026**		**100398 PUBLIC EMPLOYEES RETIREMENT ASSN**							
		38,656.33			136231	0127261547394	9101.2174		PERA-EMPLOYEE	GENERAL FUND
		51,759.97			136232	0127261547395	9101.2183		PERA-EMPLOYER	GENERAL FUND
		90,416.30								

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Check #	Date	Amount	Supplier / Explanation	PO #	Doc No	Inv No	Account No	Subledger	Account Description	Business Unit
99835617	**1/30/2026**		**100398 PUBLIC EMPLOYEES RETIREMENT ASSN**						**Continued...**	
99884704	**1/30/2026**		**100601 MN DEPT OF REV WH**							
		20,522.46			136233	0127261547396	9101.2172		STATE WITHHOLDING	GENERAL FUND
		20,522.46								
99959887	**1/30/2026**		**100223 ICMA RETIREMENT TRUST 457**							
		1,955.04			136223	0127261547391	9101.2175		DEFERRED COMPENSATION	GENERAL FUND
		1,955.04								
		342,832.23	Grand Total							

Payment Instrument Totals

Checks	66,316.03
EFT Payments	234,006.73
A/P ACH Payment	42,509.47
Total Payments	342,832.23

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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
106615	AMERICAN TEST CENTER INC		PV	136185	001	00999	1/2/2026	2260005	600.00		106615	AMERICAN TEST CENTE INC
	AMERICAN TEST CENTER, INC P O BOX 408, 2773 PRAIRIE DRIVE RIVER FALLS WI 54022			Summary Total					600.00			
				Payment Amount					600.00			
100040	ANOKA COUNTY FIRE PROTECTION COUNCIL		PV	136179	001	00999	1/20/2026	450	9,653.00		100040	ANOKA COUNTY FIRE PROTECTION COUNCIL
	ANOKA COUNTY FIRE PROTECTION COUNCIL 1710 COUNTY HIGHWAY 10 SPRING LAKE PARK MN 55432			Summary Total					9,653.00			
				Payment Amount					9,653.00			
100063	ASPEN MILLS		PV	136180	001	00999	1/20/2026	369077	29.70		100063	ASPEN MILLS
	ASPEN MILLS 8201 C CENTRAL AVE NE SPRING LAKE PARK MN 55432			Summary Total					29.70			
			PV	136183	001	00999	1/20/2026	369085	105.99			
				Summary Total					105.99			
			PV	136216	001	00999	1/16/2026	368918	421.25			
				Summary Total					421.25			
			PV	136220	001	00999	1/22/2026	369262	28.50			
				Summary Total					28.50			
			PV	136311	001	00999	1/26/2026	369466	94.90			
				Summary Total					94.90			
			PV	136312	001	00999	1/26/2026	369465	46.85			
				Summary Total					46.85			
			PV	136314	001	00999	1/26/2026	369481	406.65			

Payment Group Control Number 4143
Bank Account 999.1010 CASH IN BANK 00002224
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Originator JMORRISON
Payment Instrument Check Payment
Pay Through Date 2/11/2026

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					406.65			
			PV	136324	001	00999	1/27/2026	369565	1,199.71			
				Summary Total					1,199.71			
				Payment Amount					2,333.55			
119134	CINTAS (FIRST AID VENDOR)		PV	136287	001	00999	1/20/2026	5313661005	326.49		119134	CINTAS (FIRST AID VENDOR)
	CINTAS PO BOX 631025 CINCINNATI OH 45263-1025			Summary Total					326.49			
				Payment Amount					326.49			
110734	CITY OF RAMSEY		PV	136243	001	00999	1/25/2026	444931372 QTR 4 2025	156.49		110734	CITY OF RAMSEY
	CITY OF RAMSEY P O BOX 251100			Summary Total					156.49			
			PV	136244	001	00999	1/25/2026	444931294 QTR 4 2025	441.66			
	ST PAUL MN 55125-6100			Summary Total					441.66			
			PV	136247	001	00999	1/25/2026	727978 QTR 4 2025	156.49			
				Summary Total					156.49			
			PV	136248	001	00999	1/25/2026	726528 QTR 4 2025	156.49			
				Summary Total					156.49			
		acct #719019	PV	136249	001	00999	1/25/2026	719019 QTR 4 2025	212.34			
				Summary Total					212.34			
			PV	136307	001	00999	1/25/2026	733061 QTR 4 2025	1,832.25			
				Summary Total					1,832.25			
			PV	136329	001	00999	1/25/2026	735287 QTR 4 2025	32.57			

Payment Group Control Number 4143
Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
Originator JMORRISON
Payment Instrument Check Payment
Pay Through Date 2/11/2026

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					32.57			
			PV	136332	001	00999	1/25/2026	727918 QTR 4 2025	3.81			
				Summary Total					3.81			
			PV	136333	001	00999	1/25/2026	727919 QTR 4 2025	3.81			
				Summary Total					3.81			
			PV	136334	001	00999	1/25/2026	737034 QTR 4 2025	166.40			
				Summary Total					166.40			
			PV	136335	001	00999	1/25/2026	723960 QTR 4 2025	155.12			
				Summary Total					155.12			
			PV	136336	001	00999	1/25/2026	724874 QTR 4 2025	155.12			
				Summary Total					155.12			
			PV	136337	001	00999	1/25/2026	724628 QTR 4 2025	155.12			
				Summary Total					155.12			
			PV	136338	001	00999	1/25/2026	724470 QTR 4 2025	3.81			
				Summary Total					3.81			
			PV	136339	001	00999	1/25/2026	724931 QTR 4 2025	3.81			
				Summary Total					3.81			
			PV	136363	001	00999	1/25/2026	726294 QTR 4 2025	58.70			
				Summary Total					58.70			
			PV	136381	001	00999	1/25/2026	737481 QTR 4 2025	252.60			
				Summary Total					252.60			
				Payment Amount					3,946.59			
114451	COMPASS MINERALS		PV	136300	001	00999	1/16/2026	1608301	49,913.42		114451	COMPASS MINERALS
	COMPASS MINERALS P O BOX 277043			Summary Total					49,913.42			
			PV	136302	001	00999	1/22/2026	1612801	2,686.11			

Payment Group Control Number 4143
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	Ty	Document Number	Itm	Co	Due Date	Invoice Number	Payment Amount	Discount Taken	Supplier Number	Supplier Name
	ATLANTA GA 30384-7043			Summary Total					2,686.11			
		MOISTURE DISCOUNT	PV	136309	001	00999	1/21/2026	1611555	45,601.87			
				Summary Total					45,601.87			
				Payment Amount					98,201.40			
100167	CORNERSTONE FORD	EP DISCOUNT TAKEN	PV	136211	001	00999	1/23/2026	15532167	385.45		100167	CORNERSTONE FORD
	CORNERSTONE FORD			Summary Total					385.45			
	17219 HIGHWAY 10 NW	EP DISCOUNT TAKEN	PV	136365	001	00999	1/15/2026	15531121	613.31			
	PO BOX 304			Summary Total					613.31			
	ELK RIVER MN 55330	EP DISCOUNT TAKEN	PV	136366	001	00999	1/26/2026	15532308	485.76			
				Summary Total					485.76			
				Payment Amount					1,484.52			
112411	COUNTRY SIDE SERVICES OF MN INC		PV	136374	001	00999	1/29/2026	1-114801	381.10		112411	COUNTRY SIDE SERVICES OF MN INC
	COUNTRY SIDE SERVICES OF MN INC 6228 HIGHWAY 10 NW RAMSEY MN 55303			Summary Total					381.10			
				Payment Amount					381.10			
106624	EHLERS	Inv #104889	PV	136384	001	00999	1/23/2026	104889	3,000.00		106624	EHLERS
	EHLERS 3001 BROADWAY ST NE STE 320 MINNEAPOLIS MN 55413			Summary Total					3,000.00			
				Payment Amount					3,000.00			

Payment Group Control Number 4143
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
110760	FIRE SAFETY USA, INC		PV	136294	001	00999	1/18/2026	251759	250.90		110760	FIRE SAFETY USA, INC
	FIRE SAFETY USA, INC 3253 19TH STREET NW ROCHESTER MN 55901			Summary Total					250.90			
				Payment Amount					250.90			
121237	KURILLA CONTRACTING	FINAL PAY APP #4 24-54 WTRFRT	PV	136345	001	09805	2/3/2026	24-54 #4 FINAL	1,827.95		121237	KURILLA CONTRACTING
	KURILLA CONTRACTING 4450 HWY 25 N BUFFALO MN 55313			Summary Total					1,827.95			
				Payment Amount					1,827.95			
100256	LANO EQUIPMENT INC		PV	136290	001	00999	1/13/2026	02-1211697	482.98		100256	LANO EQUIPMENT INC
	LANO EQUIPMENT INC 6140 HIGHWAY 10 NW ANOKA MN 55303			Summary Total					482.98			
			PV	136291	001	00999	1/13/2026	02-1211698	104.64			
				Summary Total					104.64			
			PV	136297	001	00999	1/13/2026	02-1211710	599.58			
				Summary Total					599.58			
			PV	136308	001	00999	1/9/2026	02-1211032	5.25			
				Summary Total					5.25			
			PV	136370	001	00999	1/27/2026	02-1213977	286.55			
				Summary Total					286.55			
				Payment Amount					1,479.00			
100270	MACQUEEN		PV	136213	001	00999	1/14/2026	DL12052520F	1,034.51		100270	MACQUEEN

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Bank Account 999.1010 CASH IN BANK 00002224
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Originator JMORRISON
Payment Instrument Check Payment
Pay Through Date 2/11/2026

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
	MACQUEEN			Summary Total					1,034.51			
	1125 7TH STREET E		PV	136214	001	00999	1/19/2026	DL12052520G	1,180.44			
	ST PAUL MN 55106			Summary Total					1,180.44			
			PV	136215	001	00999	1/20/2026	DL120525-21	2,578.69			
				Summary Total					2,578.69			
				Payment Amount					4,793.64			
118388	MITCHELL 1		PV	136376	001	00999	1/17/2026	ML-00928498	80.00		118388	MITCHELL 1
	MITCHELL 1			Summary Total					80.00			
	25029 NETWORK PLACE											
	CHICAGO IL 60673-1250			Payment Amount					80.00			
100316	MN STATE FIRE CHIEFS ASSN		PV	136186	001	00999	11/5/2025	10302	110.00		100316	MN STATE FIRE CHIEFS ASSN
	MN STATE FIRE CHIEFS ASSN			Summary Total					110.00			
	6737 W WASHINGTON ST STE 4270											
	MILWAUKEE WI 53214			Payment Amount					110.00			
121461	NEWEGG BUSINESS INC		PV	136250	001	00999	1/23/2026	1305959904	38.87		121461	NEWEGG BUSINESS INC
	NEWEGG BUSINESS INC			Summary Total					38.87			
	PO BOX 31001-2895		PV	136327	001	00999	1/28/2026	1305963703	109.99			
	PASADENA CA 91110-2895			Summary Total					109.99			
			PV	136342	001	00999	1/28/2026	1305963018	351.54			
				Summary Total					351.54			

Payment Group Control Number 4143
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
				Payment Amount					500.40			
120605	PANGAEA HOSPITALITY GROUP LLC		PV	136358	001	00999	10/17/2025	316	3,764.51		120605	PANGAEA HOSPITALITY GROUP LLC
	PANGAEA HOSPITALITY GROUP LLC 400 WABASHA ST N STE 320 ST PAUL MN 55102			Summary Total					3,764.51			
				Payment Amount					3,764.51			
119959	ROCKET CITY CAR WASH		PV	136357	001	00999	1/29/2026	42	196.88		119959	ROCKET CITY CAR WAS
	ROCKET CITY CAR WASH 14101 ST FRANCIS BLVD NW RAMSEY MN 55303			Summary Total					196.88			
			PV	136359	001	00999	1/29/2026	41	144.92			
				Summary Total					144.92			
				Payment Amount					341.80			
120063	SKYLINE GRAPHICS	Bus Card W. Schlueter	PV	136317	001	00999	1/9/2026	036609	55.00		120063	SKYLINE GRAPHICS
	SKYLINE GRAPHICS 1101 ALDRICH AVE N MINNEAPOLIS MN 55411			Summary Total					55.00			
				Payment Amount					55.00			
122239	SYSTEMATIC TECHNOLOGIES		PV	136310	001	00999	1/21/2026	5.1206E	18,474.87		122239	SYSTEMATIC TECHNOLOGIES
	SYSTEMATIC TECHNOLOGIES			Summary Total					18,474.87			

Payment Group Control Number	4143		
Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JMORRISON		
Payment Instrument	Check Payment		
Pay Through Date	2/11/2026		

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
	340 1ST AVE SE PO BOX 104											
	RICE MN 56367-8751											
								Payment Amount	18,474.87			
114151	TASC (FEES)		PV	136190	001	00999	1/20/2026	IN3664398	231.50		114151	TASC (FEES)
	TASC							Summary Total	231.50			
	CLIENT INVOICES											
	P O BOX 88278											
	MILWAUKEE WI 53288-0001											
								Payment Amount	231.50			
								Total Amount to be Processed	151,836.22			
								Total Number of Payments to be Processed	21			

Payment Group Control Number 4144
Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
Originator JMORRISON
Payment Instrument T A/P ACH Payment
Pay Through Date 2/11/2026

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
110789	4IMPRINT		PV	136344	001	00999	1/26/2026	14707662	1,257.58		110789	4IMPRINT
	4IMPRINT 25303 NETWORK PLACE CHICAGO IL 60673-1253			Summary Total					1,257.58			
				Payment Amount					1,257.58			
111610	A DYNAMIC DOOR CO. INC.		PV	136292	001	00999	1/20/2026	22601202	724.78		111610	A DYNAMIC DOOR CO. INC.
	A DYNAMIC DOOR CO. INC. 4588 194TH AVENUE NE EAST BETHEL MN 55092			Summary Total					724.78			
			PV	136296	001	00999	1/21/2026	22601211	428.20			
				Summary Total					428.20			
				Payment Amount					1,152.98			
100017	AIRGAS USA, LLC		PV	136369	001	00999	1/26/2026	9168676890	212.64		100017	AIRGAS USA, LLC
	AIRGAS USA LLC P O BOX 734445 CHICAGO IL 60673-4445			Summary Total					212.64			
				Payment Amount					212.64			
110744	ALLINA HEALTH SYSTEM		PV	136315	001	00999	10/31/2025	CI00075274	225.00		110744	ALLINA HEALTH SYSTEM
	ALLINA HEALTH SYSTEM MISC BILLING NW 7710 P O BOX 9383 MINNEAPOLIS MN 55440-9383			Summary Total					225.00			
				Payment Amount					225.00			

Payment Group Control Number 4144
Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
Originator JMORRISON
Payment Instrument T A/P ACH Payment
Pay Through Date 2/11/2026

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
117343	AMAZON CAPITAL SERVICES INC		PV	136177	001	00999	1/19/2026	16PX-YXD3-1PRW	1,020.79		117343	AMAZON CAPITAL SERVICES INC
	AMAZON CAPITAL SERVICES INC PO BOX 035184 SEATTLE WA 98124-5184			Summary Total					1,020.79			
			PV	136191	001	00999	1/19/2026	1J4F-R3G1-KJ6Y	185.22			
				Summary Total					185.22			
			PV	136218	001	00999	1/19/2026	1DQ3-HN3W-HKYK	74.59			
				Summary Total					74.59			
			PV	136219	001	00999	1/19/2026	1C1Y-7YFX-DFRJ	158.44			
				Summary Total					158.44			
			PV	136293	001	00999	1/19/2026	1MGC-PYGR-36GN	504.55			
				Summary Total					504.55			
				Payment Amount					1,943.59			
100029	ANOKA AREA CHAMBER OF COMMERCE		PV	136251	001	00999	1/26/2026	35647	200.00		100029	ANOKA AREA CHAMBER OF COMMERCE
	ANOKA AREA CHAMBER OF COMMERCE 12 BRIDGE SQUARE ANOKA MN 55303			Summary Total					200.00			
				Payment Amount					200.00			
100647	BOLTON AND MENK INC		PV	136378	001	00999	1/26/2026	0385442	567.50		100647	BOLTON AND MENK INC
	BOLTON AND MENK INC 1960 PREMIER DRIVE MANKATO MN 56001-5900			Summary Total					567.50			
			PV	136379	001	00999	1/26/2026	0385440	908.00			
				Summary Total					908.00			
			PV	136385	001	00999	1/26/2026	0385437	189.00			
				Summary Total					189.00			

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Bank Account 999.1010 CASH IN BANK 00002224
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Originator JMORRISON
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
		Payment Amount							1,664.50			
118550	CBIZ INVESTMENT ADVISORY SERVICES LLC		PV	136323	001	00999	12/31/2025	54755	41.60		118550	CBIZ INVESTMENT ADVISORY SERVICES LLC
	CBIZ INVESTMENT ADVISORY SERVICES LLC PO BOX 645547 CINCINNATI OH 45264-5547	Summary Total							41.60			
		Payment Amount							41.60			
112019	CENTRAL HYDRAULICS INC		PV	136304	001	00999	1/21/2026	00664345	168.71		112019	CENTRAL HYDRAULICS INC
	CENTRAL HYDRAULICS INC 7245 OLD HWY 52 ST CLOUD MN 56303	Summary Total							168.71			
		Payment Amount							168.71			
116197	CINTAS CORPORATION		PV	136187	001	00999	1/16/2026	4256625212	48.60		116197	CINTAS CORPORATION
	CINTAS CORPORATION	Summary Total							48.60			
	CINTAS LOC #4K		PV	136303	001	00999	1/22/2026	4257233661	125.96			
	P O BOX 650838	Summary Total							125.96			
	DALLAS TX 75265-0838		PV	136375	001	00999	1/29/2026	4257962164	53.96			
		Summary Total							53.96			
		Payment Amount							228.52			
113306	DEFINITIVE TECHNOLOGY		PV	136325	001	00999	1/22/2026	INV306079	782.40		113306	DEFINITIVE

Payment Group Control Number 4144
Bank Account 999.1010 CASH IN BANK 00002224
Version LOGIS004V
Originator JMORRISON
Payment Instrument T A/P ACH Payment
Pay Through Date 2/11/2026

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
	SOLUTIONS INC											TECHNOLOGY SOLUTIO INC
	DEFINITIVE TECHNOLOGY SOLUTIONS INC			Summary Total					782.40			
	9401 JAMES AVENUE SOUTH		PV	136326	001	00999	1/22/2026	INV306066	1,032.59			
	SUITE 162											
	BLOOMINGTON MN 55431-2549			Summary Total					1,032.59			
				Payment Amount					1,814.99			
100144	DEHN OIL COMPANY		PV	136288	001	00999	1/19/2026	121486	2,664.20		100144	DEHN OIL COMPANY
	DEHN OIL COMPANY			Summary Total					2,664.20			
	6735 141ST AVENUE NW		PV	136289	001	00999	1/19/2026	121485	2,154.40			
	RAMSEY MN 55303			Summary Total					2,154.40			
			PV	136298	001	00999	1/21/2026	25253881	268.84			
				Summary Total					268.84			
			PV	136372	001	00999	1/27/2026	123626	2,826.44			
				Summary Total					2,826.44			
			PV	136373	001	00999	1/27/2026	123625	2,080.70			
				Summary Total					2,080.70			
				Payment Amount					9,994.58			
100158	ECM PUBLISHERS INC		PV	136188	001	00999	1/9/2026	1080690	55.00		100158	ECM PUBLISHERS INC
	ECM PUBLISHERS INC			Summary Total					55.00			
	4095 COON RAPIDS BLVD	Inv #1082924	PV	136208	001	00999	1/16/2026	1082924	132.00			
	COON RAPIDS MN 55433			Summary Total					132.00			
		ECM	PV	136222	001	00999	1/9/2026	1080692	110.00			
				Summary Total					110.00			

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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
		ECM	PV	136237	001	00999	1/9/2026	1080693	115.50			
				Summary Total					115.50			
		ECM	PV	136238	001	00999	1/9/2026	1080691	104.50			
				Summary Total					104.50			
			PV	136386	001	00999	1/23/2026	1083660	242.00			
				Summary Total					242.00			
			PV	136387	001	00999	1/23/2026	1083658	253.00			
				Summary Total					253.00			
			PV	136388	001	00999	1/23/2026	1083659	417.00			
				Summary Total					417.00			
				Payment Amount					1,429.00			
114680	ELECTRICAL PRODUCTION SERVICES INC		PV	136178	001	00999	1/21/2026	10733	2,054.39		114680	ELECTRICAL PRODUCTION SERVICES INC
	ELECTRICAL PRODUCTION SERVICES INC 4201 NOREX DRIVE SUITE 200 CHASKA MN 55318			Summary Total					2,054.39			
				Payment Amount					2,054.39			
113321	FACTORY MOTOR PARTS CO		PV	136368	001	00999	1/26/2026	1-11424106	33.92		113321	FACTORY MOTOR PART CO
	FACTORY MOTOR PARTS CO BIN 139107 P O BOX 9107 MINNEAPOLIS MN 55480-9107			Summary Total					33.92			
				Payment Amount					33.92			

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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
100143	FERGUSON WATERWORKS # 2518		PV	136242	001	00999	1/15/2026	0560310	681.49		100143	FERGUSON WATERWOF # 2518
	FERGUSON WATERWORKS 2516			Summary Total					681.49			
	P O BOX 802817		PV	136380	001	00999	1/23/2026	0560706	26.04			
	CHICAGO IL 60680-2817			Summary Total					26.04			
				Payment Amount					707.53			
100650	GRAINGER		PV	136240	001	00999	1/21/2026	9779574137	2,237.42		100650	GRAINGER
	GRAINGER INC			Summary Total					2,237.42			
	DEPT. 806511127											
	PALATINE IL 60038-0001			Payment Amount					2,237.42			
122388	H+U CONSTRUCTION		PV	136328	001	00999	12/31/2025	250451	15,715.00		122388	H+U CONSTRUCTION
	H+U CONSTRUCTION			Summary Total					15,715.00			
	5555 W 78TH ST STE A											
	EDINA MN 55439			Payment Amount					15,715.00			
100209	HAKANSON ANDERSON ASSOC INC		PV	136322	001	00999	1/16/2026	56525	400.00		100209	HAKANSON ANDERSON ASSOC INC
	HAKANSON ANDERSON ASSOC INC			Summary Total					400.00			
	3601 THURSTON AVENUE											
	ANOKA MN 55303-1063			Payment Amount					400.00			

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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
118946	HOTSY MINNESOTA		PV	136305	001	00999	1/23/2026	27888	662.82		118946	HOTSY MINNESOTA
	HOTSY MINNESOTA 2951 100TH COURT NE SUITE 100 BLAINE MN 55449			Summary Total					662.82			
				Payment Amount					662.82			
104027	INK WIZARDS INC		PV	136181	001	00999	1/20/2026	12813	296.50		104027	INK WIZARDS INC
	INK WIZARDS INC 9958 HIGHWAY 10 NW ELK RIVER MN 55330			Summary Total					296.50			
			PV	136182	001	00999	1/20/2026	12814	234.00			
				Summary Total					234.00			
				Payment Amount					530.50			
112475	INNOVATIVE OFFICE SOLUTIONS	Refund for copy paper	PD	136316	001	00999	2/11/2026	SCN-134550	45.99-		112475	INNOVATIVE OFFICE SOLUTIONS
	INNOVATIVE OFFICE SOLUTIONS LOCKBOX 131434 P O BOX 1414 MINNEAPOLIS MN 55480-1414			Summary Total					45.99-			
		Office Supplies	PV	136318	001	00999	1/20/2026	IN5035089	30.27			
				Summary Total					30.27			
		11 x 17 copy paper	PV	136319	001	00999	1/20/2026	IN5035118	59.80			
				Summary Total					59.80			
		FOLDER FILES	PV	136320	001	00999	1/19/2026	IN5033579	26.73			
				Summary Total					26.73			
		Plan Notebook	PV	136321	001	00999	1/20/2026	IN5034386	26.61			
				Summary Total					26.61			
		Misc. Office	PV	136331	001	00999	1/27/2026	IN5041436	38.52			

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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
		Supplies										
				Summary Total					38.52			
		Misc. Office Supplies	PV	136362	001	00999	1/28/2026	IN5042398	12.03			
				Summary Total					12.03			
				Payment Amount					147.97			
100258	LEAGUE OF MINNESOTA CITIES		PV	136189	001	00999	1/12/2026	442928	15.00		100258	LEAGUE OF MINNESOTA CITIES
	LEAGUE OF MN CITIES FINANCE DEPT 145 UNIVERSITY AVE WEST ST PAUL MN 55103-2044			Summary Total					15.00			
				Payment Amount					15.00			
100283	MENARDS COON RAPIDS		PV	136210	001	00999	1/22/2026	57690	146.56		100283	MENARDS COON RAPID
	MENARDS COON RAPIDS 3045 MAIN STREET			Summary Total					146.56			
			PV	136299	001	00999	1/21/2026	57638	52.68			
	COON RAPIDS MN 55448			Summary Total					52.68			
				Payment Amount					199.24			
100284	MENARDS ELK RIVER		PV	136184	001	00999	12/15/2025	28687	108.04		100284	MENARDS ELK RIVER
	MENARDS ELK RIVER 19521 EVANS STREET NW			Summary Total					108.04			
			PV	136245	001	00999	1/21/2026	30544	104.23			
	ELK RIVER MN 55330-1077			Summary Total					104.23			
			PV	136246	001	00999	1/18/2026	30340	67.18			

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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					67.18			
			PV	136340	001	00999	1/23/2026	30635	196.55			
				Summary Total					196.55			
			PV	136382	001	00999	1/23/2026	30612	1,922.62			
				Summary Total					1,922.62			
			PV	136383	001	00999	1/23/2026	30638	89.16			
				Summary Total					89.16			
				Payment Amount					2,487.78			
108208	METRO PRODUCTS LLC METRO PRODUCTS LLC 7401 CENTRAL AVENUE NE FRIDLEY MN 55432		PV	136209	001	00999	1/19/2026	190077	125.00		108208	METRO PRODUCTS LLC
				Summary Total					125.00			
				Payment Amount					125.00			
100313	MN RECREATION AND PARK ASSN MN RECREATION AND PARK ASSN 200 CHARLES STREET NE FRIDLEY MN 55432		PV	136330	001	00999	1/26/2026	2026 MEMBRSHP MARK	325.00		100313	MN RECREATION AND PARK ASSN
				Summary Total					325.00			
			PV	136364	001	00999	1/26/2026	2026 MEMBRSHP ABBY	325.00			
				Summary Total					325.00			
				Payment Amount					650.00			
100345	NAPA AUTO PARTS ELK RIVER NAPA AUTO PARTS ELK RIVER 17137 YALE STREET NW		PV	136239	001	00999	1/16/2026	325262	17.96		100345	NAPA AUTO PARTS ELK RIVER
				Summary Total					17.96			
			PV	136301	001	00999	1/22/2026	325999	48.29			

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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			Summary Total					48.29			
			PV	136367	001	00999	1/26/2026	326435	297.23			
				Summary Total					297.23			
				Payment Amount					363.48			
119908	NETWRIX CORPORATION		PV	136176	001	00999	1/20/2026	INV-NW134409	1,173.55		119908	NETWRIX CORPORATIO
	NETWRIX CORPORATION DEPT LA 25338 PASADENA CA 91185-5338			Summary Total					1,173.55			
				Payment Amount					1,173.55			
100363	NORTHERN SANITARY SUPPLY CO		PV	136174	001	00999	1/19/2026	100887	452.59		100363	NORTHERN SANITARY SUPPLY CO
	NORTHERN SANITARY SUPPLY CO 341 COON RAPIDS BLVD MINNEAPOLIS MN 55433			Summary Total					452.59			
				Payment Amount					452.59			
110547	NORTHWEST LIGHTING SYSTEMS CO.		PV	136175	001	00999	1/16/2026	139085	261.00		110547	NORTHWEST LIGHTING SYSTEMS CO.
	NORTHWEST LIGHTING SYSTEMS CO. 10282 HAWTHORNE ROAD NW			Summary Total					261.00			
			PV	136193	001	00999	1/21/2026	139111	215.00			
	RICE MN 56367			Summary Total					215.00			
				Payment Amount					476.00			
110480	OPUS 21 MANAGEMENT	Inv #251211	PV	136192	001	00999	1/22/2026	251211	327.24		110480	OPUS 21 MANAGEMENT

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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
	SOLUTIONS											SOLUTIONS
	OPUS 21 MANAGEMENT SOLUTIONS 680 COMMERCE DRIVE SUITE 160 WOODBURY MN 55125			Summary Total					327.24			
				Payment Amount					327.24			
112824	PARKPLACE STUDIO		PV	136313	001	00999	1/26/2026	01262026	1,214.00		112824	PARKPLACE STUDIO
	PARKPLACE STUDIO 6093 146TH LANE NW RAMSEY MN 55303			Summary Total					1,214.00			
				Payment Amount					1,214.00			
113444	PRECISE		PV	136306	001	00999	1/23/2026	IN200-2010609	1,242.00		113444	PRECISE
	PRECISE 8633 EAGLE CREEK PKWY SAVAGE MN 55378			Summary Total					1,242.00			
				Payment Amount					1,242.00			
107978	PREMIER COMMERCIAL PROPERTIES INC	6781 Hwy 10 Property Mgmt	PV	136221	001	00999	1/21/2026	10614	600.00		107978	PREMIER COMMERCIAL PROPERTIES INC
	PREMIER COMMERCIAL PROPERTIES INC 299 COON RAPIDS BLVD NW #200 COON RAPIDS MN 55433			Summary Total					600.00			
				Payment Amount					600.00			
117285	RUM RIVER CONSULTANTS		PV	136341	001	00999	1/25/2026	1081	11,592.20		117285	RUM RIVER CONSULTANTS

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Payment Instrument T A/P ACH Payment
Pay Through Date 2/11/2026

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
	RUM RIVER CONSULTANTS 32134 111 1/2 ST BALDWIN MN 55371			Summary Total					11,592.20			
				Payment Amount					11,592.20			
100469	STREICHER'S		PV	136212	001	00999	1/20/2026	I1805621	571.60		100469	STREICHER'S
	STREICHER'S 10911 WEST HWY 55 MINNEAPOLIS MN 55441			Summary Total					571.60			
			PV	136217	001	00999	1/16/2026	I1805221	219.96			
				Summary Total					219.96			
			PV	136343	001	00999	1/28/2026	I1807395	1,920.00			
				Summary Total					1,920.00			
				Payment Amount					2,711.56			
103641	TRANSWEST TRUCKS ST MICHAEL		PV	136286	001	00999	1/21/2026	093P47109	62.95		103641	TRANSWEST TRUCKS S MICHAEL
	TRANSWEST TRUCKS ST MICHAEL P O BOX 335 BRIGHTON CO 80601			Summary Total					62.95			
			PV	136371	001	00999	1/28/2026	093P47515	350.18			
				Summary Total					350.18			
				Payment Amount					413.13			
120500	UNLIMITED SUPPLIES INC		PV	136295	001	00999	1/17/2026	508973	87.89		120500	UNLIMITED SUPPLIES INC
	UNLIMITED SUPPLIES INC 13021 16TH AVE N PLYMOUTH MN 55441			Summary Total					87.89			
				Payment Amount					87.89			

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Bank Account	999.1010	CASH IN BANK	00002224
Version	LOGIS004V		
Originator	JMORRISON		
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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
106990	USABLUEBOOK		PV	136241	001	00999	1/16/2026	INV00936676	177.95		106990	USABLUEBOOK
	USA BLUE BOOK PO BOX 9004 GURNEE IL 60031-9004							Summary Total	177.95			
								Payment Amount	177.95			
111137	WRIGHT HENNEPIN COOPERATIVE ELECTRIC		PV	136360	001	00999	1/28/2026	150-1681-6340 FEB 2026	57.95		111137	WRIGHT HENNEPIN COOPERATIVE ELECTRI
	WRIGHT HENNEPIN COOPERATIVE ELECTRIC P O BOX 77027							Summary Total	57.95			
			PV	136361	001	00999	1/28/2026	150-1681-4280 FEB 2026	257.15			
	MINNEAPOLIS MN 55480-7727							Summary Total	257.15			
								Payment Amount	315.10			
								Total Amount to be Processed	67,446.95			
								Total Number of Payments to be Processed	41			

Checks - 151,836.22

ACH - 67,446.95

Total A/P - 219,283.17

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Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #26-044

RESOLUTION APPROVING CASH DISBURSEMENTS MADE AND AUTHORIZING PAYMENT OF ACCOUNTS PAYABLE INVOICING RECEIVED DURING THE PERIOD OF JANUARY 22, 2026 THROUGH FEBRUARY 4, 2026.

WHEREAS, the City of Ramsey Finance Department has made cash disbursements and received accounts payable invoicing during the period of January 22, 2026 through February 4, 2026 in the amount of $858,541.12 and

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

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

1) That the Ramsey City Council hereby approves the cash disbursements made and authorizes payment of the accounts payable invoices as detailed in the attached Bills List for the period January 22, 2026 through February 4, 2026 in the amount of $858,541.12.

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

Mayor Heineman
Councilmember
Councilmember
Councilmember
Councilmember
Councilmember
Councilmember

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 10th day of February, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session

Meeting Date: 02/10/2026

Primary Strategic Plan Initiative: Promote economic growth and development.

Title:

Adopt Resolution #26-028 approving a Development Agreement and Stormwater Treatment and Ponding Maintenance Agreement for Northstar Truck & RV Parking LLC

Purpose/Background:

On March 25, 2025, the City Council approved the Site Plan Review for Northstar Truck & RV Parking at 15861 Jarvis St. NW, a business that leases out parking spaces for trucks, recreational vehicles, boats, and other limited vehicles, contingent upon completing construction plans for the parking lot. Those plans took longer than expected to prepare and work was not completed by the deadline date, so a time extension was granted on October 28, 2025. Completion of the site improvements is expected by June 1, 2026, per the business owner's request. As a normal part of private development, site sureties are collected to ensure work gets done, according to plan, and in a timely manner. A development agreement (DA) is a legal document that allows the City to cash in the sureties and complete and/or correct deficient items, should the developer fail to do so. The attached DA is modified from the City's template as there is no building on site and because the business' engineer did not provide detailed cost estimates for the work. Staff is confident that this modified version will protect the City (and the neighborhood) and have the work done.

Additionally, since all the storm water generated from the parking lot must be treated on-site, a Stormwater Treatment and Ponding Maintenance Agreement is required. This agreement requires the property owner to maintain the storm water facilities properly. This document is standard in form.

Funding Source:

All costs associated with this project are the responsibility of Northstar Truck & RV.

Recommendation:

Staff recommends approval of the DA and Stormwater Agreement.

Outcome/Action:

Motion to adopt Resolution #26-028 approving a Development Agreement and Stormwater Treatment and Ponding Maintenance Agreement for Northstar Truck & RV Parking LLC

Attachments

Resolution #26-028

Development Agreement

Stormwater Agreement

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	02/05/2026 11:37 AM
Form Started By: Todd Larson		Started On: 01/14/2026 01:45 PM
Final Approval Date: 02/05/2026		

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

RESOLUTION #26-028

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT AND STORMWATER TREATMENT AND PONDING MAINTENANCE AGREEMENT FOR NORTHSTAR TRUCK & RV PARKING LLC

WHEREAS, Northstar Truck & RV Parking LLC, hereafter referred to as "Developer," properly applied for Site Plan Review approval of the property known as 15861 Jarvis Street NW and legally described as:

> That part of the South 1155 feet of the West 297 feet of the Southwest quarter of the Southwest quarter of Section 18, Township 32, Range 25, lying north of railroad right-of-way, except road, subject to easements of record, Anoka County, Minnesota;
>
> (the 'Subject Property'); and

WHEREAS, the City Council adopted Resolution #25-028 approving the Site Plan Review on March 25, 2025, with a time extension on October 28, 2025, through Resolution #25-256; and

WHEREAS, a requirement of those Resolutions was to enter into a Development Agreement guaranteeing site improvements are completed; and

WHEREAS, the Lower Rum River WMO required a Stormwater Treatment and Ponding Maintenance Agreement as part of its review of the Site Plan.

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

1. That the Ramsey City Council hereby approves the Development Agreement for the approved Site Plan Review and authorizes the Mayor and City Administrator to sign it; and
2. That the Ramsey City Council hereby approves the Stormwater Treatment and Ponding Maintenance Agreement and authorizes the Mayor and City Administrator to sign it.

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

NORTHSTAR TRUCK & RV PARKING
DEVELOPMENT AGREEMENT
CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA

This Agreement (hereinafter the "Agreement") is dated as of this 10th day of February, 2026, and is by and between the City of Ramsey, a Minnesota municipal corporation (the "**CITY**") and **NORTHSTAR TRUCK & RV PARKING LLC**, a limited liability company under the laws of Minnesota, (the "**PERMITTEE**").

Recitals

A. The **PERMITTEE** is the fee title owner of land generally known as 15861 Jarvis Street Northwest, Elk River, MN 55330 and legally described as:

Portion within the City of Ramsey

That part of the South 1155 feet of the West 297 feet of the Southwest quarter of the Southwest quarter of Section 18, Township 32, Range 25, lying north of railroad right-of-way, except road, subject to easements of record, Anoka County, Minnesota;

and

Portion within the City of Elk River

That part of the Southeast quarter of Section 13, Township 32, Range 26, lying East of town road and North of railroad right-of-way, Sherburne County, Minnesota.

(Collectively, the "**Subject Property**")

B. That on September 13, 2024, the **CITY** received a Land Use Application from Nikolay Babkin on behalf of the **PERMITTEE** requesting a Planned Unit Development and Site Plan Review to construct a parking lot on the **Subject Property**, and associated site improvements (cumulatively, the "**Parking Lot**").

C. That on January 23, 2025, the Planning Commission reviewed and recommended approval of the Site Plan.

D. That on March 25, 2025, the City Council adopted Resolution #25-028, which approved the Site Plan as part of the Planned Unit Development for the proposed **Parking Lot**. The completion date of this Resolution was extended, at the request of the **PERMITTEE**, on October 28, 2025, through Resolution #25-256 (collectively "City Approvals").

E. The **PERMITTEE** intends to cause the improvements to the **Subject Property** to be constructed without financial participation by the **CITY.**

Agreement

SECTION I
REQUIRED IMPROVEMENTS AND FINANCIAL RESPONSIBILITIES

1. **City Code Compliance.** The **CITY** approves the site plan (the "Site Plan") conditioned on the **PERMITTEE** developing the **Subject Property** in accordance with the applicable provisions of City Code**.**

2. **Conformance with the Plans**. The **Subject Property** shall be developed in accordance with the final plans (the "**Plans**") prepared by Engineering Design & Surveying (EDS) and dated November 3, 2025. The **Plans** remain subject to: (a) any and all conditions of the City Approvals; (b) City Staff's review and approval of the **Plans** to, among other things, confirm that the revisions requested in the **CITY's** review have been made; and (c) such further revisions as the **PERMITTEE** may propose and the **CITY** approves. The **Plans** shall not be attached to this **Agreement**, but are in the **CITY's** files.

3. **Incorporation of All City Code Requirements**. That the recitals above and the applicable provisions of the City Charter, Nuisance Code, and Zoning Code of the **CITY**, as amended to date hereof, are incorporated herein by reference.

4. **State Building Code Compliance**. No structures are proposed nor approved on the portion of the property within the City of Ramsey.

5. **Fire Lanes.** Fire lanes shall be maintained on the **Subject Property**. The exact locations of these items on the **Subject Property** shall be as directed by the Fire Marshall. The **PERMITTEE** herein agrees to post "No Parking" signs along driveways in accordance with City Code requirements and in conjunction with the instructions of the Fire Marshall.

6. **Required On-Site Improvements.** The **PERMITTEE** shall construct and install the following site improvements on the **Subject Property** in accordance with the specifications and location as shown on the **Plans.** The required improvements and the allocated costs, as provided by the **PERMITTEE** and EDS, are as follows:

Required Improvement	Cost	75% of Cost Release Amount
a. Retaining Wall	$184,000.00	$138,000.00
b. Erosion Control	$7,500.00	$6,625.00
c. Grading and bituminous installation with concrete strip	$1,000,000.00	$750,000.00
d. Landscaping	$34,200.00*	$25,650.00
e. Storm water filtration	$70,000.00	$52,500.00

TOTAL	$1,777,349.00	$1,333,012.00

* Denotes amount edited by CITY staff to reflect 57 trees at $600 (each, cost plus installation).

("**Required Improvements**")

The **PERMITTEE** agrees to construct the **Required Improvements** according to the terms and conditions of this **Agreement**, in accordance with the **Plans**, and in compliance with Staff review comments.

7. **Required Improvements Completion Date**. The **Required Improvements** shall be completed by June 1, 2026, as requested by and agreed upon by the **CITY** and the **PERMITTEE** per Resolution #25-256 approving a time extension.

8. **Required Improvements Financial Guaranty**. In order to ensure the installation of the **Required Improvements** in accordance with **CITY** specifications and in a timely manner, the **PERMITTEE** shall be required to deposit with the **CITY** a cash escrow or an irrevocable letter of credit, approved as to form by the **CITY**, in the amount of **One Million Three Hundred Thirty-Three Thousand Eleven Dollars and No Cents** (**$1,333,012.00**), which is 75% of the **PERMITTEE'S** estimated cost of the **Required Improvements** for the Parking Lot. Prior to commencing site work, the financial guaranty must be provided as required herein.

   At the request of **PERMITTEE**, the **CITY** shall, not more frequently that once monthly, release that part of the Financial Guaranty for any completed line-item portion of the Required Improvements in the amount set forth in Section 6 that have been accepted in writing by the **CITY**. Partial releases of each line item in Section 6 will not be allowed as the **PERMITTEE** did not submit itemized estimates for each line item. Upon completion of the construction of all or any remaining of the **Required Improvements** and written acceptance by the **CITY**, the financial guaranty shall be returned to the **PERMITTEE** and the **PERMITTEE** shall be required to provide the landscaping maintenance guaranty described in Section III Paragraph 11 of this **Agreement**. The determination of completion of the construction of the **Required Improvements** shall be made by the **CITY**. In the event the **PERMITTEE** fails to construct and install the **Required Improvements** as required herein, the City Council may order the completion of the **Required Improvements**, or alternatively, stabilize and secure the site, with **CITY** day labor and/or by letting contracts for said completion and draw upon the escrow for payment. Only the City Council shall have the authority to direct completion of the **Required Improvements** and withdraw from the escrow account. The **PERMITTEE** hereby grants permission and a license to the **CITY** and/or its contractors and assigns to enter upon the **Subject Property** for the purpose of completing the construction and installation of the **Required Improvements** in the event of the **PERMITTEE's** default.

9. **Site Inspection Fees.** The **PERMITTEE** shall be responsible for all site inspection costs incurred by the **CITY** related to the installation of **Required Improvements**. The **PERMITTEE** shall make a cash deposit into the appropriate escrow account at the **CITY** and the **CITY** shall have the authority to draw upon these funds for the purpose of compensating for inspection services. The amount of the deposit shall be equal to up to five percent (5%) of the estimated cost of the **Required Improvements**, which equates to $88,867.00 (5% x $1,777,349.00). The CITY, however, estimates its site inspection services to cost no more than **$20,000.00.** Upon completion of the **Required Improvements** to the satisfaction of the **CITY**, any surplus balance remaining in the **CITY's** escrow account shall be refunded to the **PERMITTEE**. Should site inspection services cost more than the amount collected, the **PERMITTEE** shall be invoiced for the difference and the **PERMITTEE** agrees to pay said invoice(s).

SECTION II
PERMITS AND OCCUPANCY

10. **Requirements for Building Permit.** Not applicable as no structures are approved for the Subject Property within the city of Ramsey.

SECTION IV
ON-SITE LANDSCAPING

11. **Maintenance Guaranty for Landscaping**. It is herein agreed that the **PERMITTEE** shall provide a maintenance guaranty to ensure the survival of the plantings. Said maintenance guaranty shall consist of cash or an irrevocable letter of credit, approved as to form by the **CITY**, in the amount of **Ten Thousand Four Hundred Sixty-Two Dollars and No Cents ($10,462.00)** [# plantings (57 trees and 9 shrubs) x cost/planting ($600/tree and $75/shrub) x 30% average non-survival rate], which shall be in effect for a two (2) year period commencing on the date of the **CITY's** written acceptance of said plantings as part of the **Required Improvements**.

    At the end of the two (2) year period, the **PERMITTEE** shall contact the **CITY** to schedule a final inspection of the landscaping. The determination that all plantings that have been planted in accordance with the **Plans** have either survived or have been replaced shall be made by the **CITY**. Upon approval of the final landscape inspection by the **CITY,** the maintenance guaranty shall be returned to the **PERMITTEE**. In the event the **PERMITTEE** fails to maintain the required plantings for a two (2) year period, the City Council may order the replacement of plantings with **CITY** day labor and/or by letting contracts and draw upon the escrow for payment. Only the City Council shall have the authority to direct replacement of the plantings and withdraw from the escrow account. The **PERMITTEE** hereby grants permission and a license to the **CITY** and/or its contractors and assigns to enter upon the **Subject Property** for the purpose of replacing plantings in the event of the **PERMITTEE** default.

SECTION V
GENERAL

12. **As-Built Record Plan.** The **PERMITTEE** shall provide the **CITY** with a set of reproducible as-built plans in Computer Aided Drafting (CAD) and PDF format upon completion of storm sewer and filtration basins.

13. **Survey Monumentation.** The **PERMITTEE** must protect all lot corner stakes and survey monumentation at all lot corners.

14. **Preconstruction Meeting.** The **PERMITTEE** shall schedule and hold a pre-construction meeting with the City Engineer prior to commencing site work.

15. **Boulevard and Area Restoration**. The **PERMITTEE** shall be responsible for restoring all areas disturbed by the development grading operation in accordance with the approved erosion and sediment control plan. The **PERMITTEE** shall also be responsible for the cost of cleaning any soil, earth or debris from the wetlands within and adjacent to the **Subject Property** resulting from grading performed in the development of the land.

16. **Construction Site Maintenance**. The **PERMITTEE** shall adhere to all **CITY** ordinances relating to, but not limited to, dumping of garbage, site development, construction debris, open burning, etc.

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

18. **Estimated Cost**. It is understood and agreed that cost amounts set forth in this **Agreement** as **Required Improvements**, unless specified as fixed amounts, are estimated. The **PERMITTEE** agrees to pay the entire cost of said improvements including interest, engineering and legal charges.

19. **Site Plan Approval Expenses**. The **PERMITTEE** agrees that it will pay to the **CITY** all **CITY** expenses incurred in the approval of the **Site Plan Review**, including, but not limited to administration expenses, engineering and legal fees. Said expenses shall be paid within fifteen (15) days of billing by the **CITY** and outstanding billings shall be paid prior to issuance of the building permit. Any expenses incurred after the release of the building permit shall also be paid within said fifteen (15) day billing period. Failure to pay the **CITY's** expenses within the fifteen (15) day billing period will permit the **CITY** to draw upon any of the escrows required by this contract for payment.

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

21. **Invalidity of Any Section**. If any portion, section, subsection, sentence, clause, paragraph or phrase of this **Agreement** is for any reason held to be invalid by a court of competent jurisdiction, such decision shall not affect or void any of the other provisions of this **Agreement**.

22. **Proof of Authority**. When the **PERMITTEE** is a corporation, the **CITY** requires proof of authority by the corporation to execute this **Agreement**. This proof of authority may be satisfied by providing the **CITY** with a certified copy of minutes of the corporate Board of Directors granting such authority.

23. **Violation of This Permit**. If the **PERMITTEE** fails to perform any of the terms of this **Agreement** in the manner required by the **CITY**, the **CITY** shall be entitled to recover, from the **PERMITTEE** or the issuer of **PERMITTEE** financial guarantee, the full amount of any and all financial guarantees. Breach of any of the terms of this **Agreement** by the **PERMITTEE** shall also be grounds for denial of Building Permit or issuance of Certificate of Occupancy.

24. **Certificate of Occupancy**. The term "Certificate of Occupancy" as used in this **Agreement** shall be defined as a document issued by the **CITY's** Building Official, which authorizes the structure to be used for its intended purposes.

25. **Agreement Binding on Successors and Assigns**. The **PERMITTEE** agrees that this **Agreement** shall be binding upon its successors and assigns.

26. **Notices**. Required notices shall be in writing, and shall be either hand delivered to the Parties, its employees or agents, or mailed to them by certified or registered mail at the following address:

[Continued on next page]

TO PERMITTEE:
Northstar Truck & RV Parking LLC
Attn: Nikolay Babkin
9961 Troy Lane N
Maple Grove, MN 55311

TO THE CITY:
City of Ramsey
Attn: Community Development Director
7550 Sunwood Dr. NW
Ramsey, MN 55303

[The rest of this page left intentionally blank]

THE PERMITTEE:

Northstar Truck & RV Parking LLC

By:_____
Nikolay Babkin
Its: Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by Nikolay Babkin, the Manager of Northstar Truck & RV Parking LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

THE CITY:

CITY OF RAMSEY

By:_____
Ryan Heineman
Its: Mayor

By:_____
Brian Hagen
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The forgoing instrument was acknowledged before me on this_____ day of_____ 2026, by Ryan Heineman and Brian Hagen, the Mayor and the City Administrator of the City of Ramsey, a charter city and municipal corporation organized under the laws of the state of Minnesota on behalf of the City.

_____

Notary Public

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

This document reviewed by:
Amanda Johnson
Eckberg Lammers Attorneys at Law
1809 Northwestern Avenue
Stillwater, MN 55082

(Reserved for Recording Data)

STORMWATER TREATMENT AND PONDING MAINTENANCE AGREEMENT

THIS STORMWATER TREATMENT AND PONDING MAINTENANCE AGREEMENT (this "**Agreement**") is made this ___ day of _____, 2026, by and between the **CITY OF RAMSEY,** a Minnesota municipal corporation (hereinafter referred to as the "**City**") and NorthStar Parking LLC, a Limited Liability Company under the laws of Minnesota (hereinafter referred to as the "**Developer**").

WHEREAS, the **Developer** is the fee owner of certain real property situated in the City of Ramsey, County of Anoka, State of Minnesota, legally described as That part of the South 1155 feet of the West 297 feet of the Southwest quarter of the Southwest quarter of Section 18, Township 32, Range 25, lying north of railroad right-of-way, except road, subject to easements of record, Anoka County, Minnesota;
according to the recorded plat thereof (the "Property"); and

WHEREAS, a Truck and Recreational vehicle parking area is proposed to be constructed on the **Property** and the City has required that the **Developer** make provisions for the construction, maintenance and repair of a storm water management system that may utilize (among other things) infiltration areas, sump manholes, storm sewer pipes, and ponding facilities ("**Storm Water Management Practices**") located within the **Property**, as shown on **Exhibit "A"** attached hereto and as the same are described and depicted in those certain construction plans drawn by Engineering Design and Surveying, dated 09/26/2023 and revised 11/03/2025 (the "**Plans**"); and

WHEREAS, the **Storm Water Management Practices** are sufficient to serve the **Property**; and

WHEREAS, the **City** approved the **Plans** conditioned on the requirement that the **Developer** enter into an agreement for the maintenance of the **Storm Water Management Practices** within the **Property**; and

WHEREAS, the **City** and **Developer** desire to set forth their understanding with respect to the construction, repair and maintenance of the **Storm Water Management Practices** and the responsibility relating to the costs of the repair and maintenance of the **Storm Water Management Practices**.

NOW THEREFORE, in consideration of the foregoing facts and circumstances, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Construction of the Storm Water Management Practices. The **Developer** shall construct the **Storm Water Management Practices** according to the **Plans**.

2. Maintenance of the Storm Water Management Practices. The **Developer** shall repair and maintain the **Storm Water Management Practices** at no expense to the **City**. The **Developer** shall be solely responsible for such repair and maintenance and the costs thereof. Maintenance of the **Storm Water Management Practices** shall include, but not be limited to:

a. Semi-annual inspections of all sump manholes and pond outfalls (flared end sections), with one in each spring (to remove debris, winter salt and sand deposits, etc.), and autumn (to. remove vegetation, sediment, debris, leaves, etc.). If necessary, corrective actions, including removal of all litter and debris, and replacement of mulch, vegetation, and eroded areas to ensure establishment of healthy functioning plant-life therein, shall be executed. Such inspections and corrective actions shall be documented in a maintenance log retained by the **Developer** and submitted to the **City** upon request; and

b. Bi-annual inspections and certifications by a professional engineer (provided by the **Developer**) that the **Storm Water Management Practices** are functioning in accordance with the **Plans**, and the ponding facilities have maintained the proper operation of storm water treatment in accordance with **City** and Lower Rum River Watershed Management Organization standards. Copies of the bi-annual inspection reports shall be provided to the **City** within 30 days of their preparation.

If, as a result of any inspection by the **Developer** or **City** staff, it is determined that the **Storm Water Management Practices** (i) have not been maintained, or (ii) are not functioning as originally designed and intended, or (iii) are in need of repair, the **Developer** shall restore the **Storm Water Management Practices** so that they function as they were originally designed and intended pursuant to the **Plans**.

The **Developer** agrees to be solely responsible for the repair and maintenance of the **Storm Water Management Practices** and the **Developer** shall bear all costs of such maintenance. If the **Developer** does not undertake the necessary maintenance within thirty (30) days of notification by the **City**, the **City** may contract such maintenance, and the costs reasonably incurred by the **City** for contracting such maintenance shall be reimbursed to the **City** by the **Developer**.

3. Assessment. The **Developer** hereby waives any statutory right to contest any assessment by the **City** for its costs of maintenance/repair as permitted herein, on the basis of the benefit to the **Property**.

4. Future City Policy. Notwithstanding anything contained in this Agreement to the contrary, in the event the **City** shall in the future establish a policy for repair and maintenance by the **City** of storm water management practices owned by private parties located elsewhere in the **City** under which policy the costs of such repair and maintenance are to be paid either out of general **City** revenues or by collection of utility or service fees or charges, the **Developer** shall be entitled to petition the **City** for the inclusion of the **Storm Water Management Practices** under such repair and maintenance program. The recording of a certified copy of the resolution of the City Council of the **City** which sets forth the consent and authorization described in the foregoing sentence shall serve to terminate this Agreement, without further action on the part of any party hereto.

5. Terms and Conditions. The terms and conditions of this Agreement shall be binding

upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement shall be recorded in the Anoka County, Minnesota Recorder's office at Developer's expense.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CITY OF RAMSEY:

By:_____
Ryan Heineman
Its: Mayor

By:_____
Brian Hagen
Its: City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me this _____ of _____, 2026, by Ryan Heineman and by Brian Hagen, respectively the Mayor and City Administrator of the City of Ramsey, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

_____
Notary Public

.

Northstar Truck & RV Parking LLC

By:_____
Nikolay Babkin,

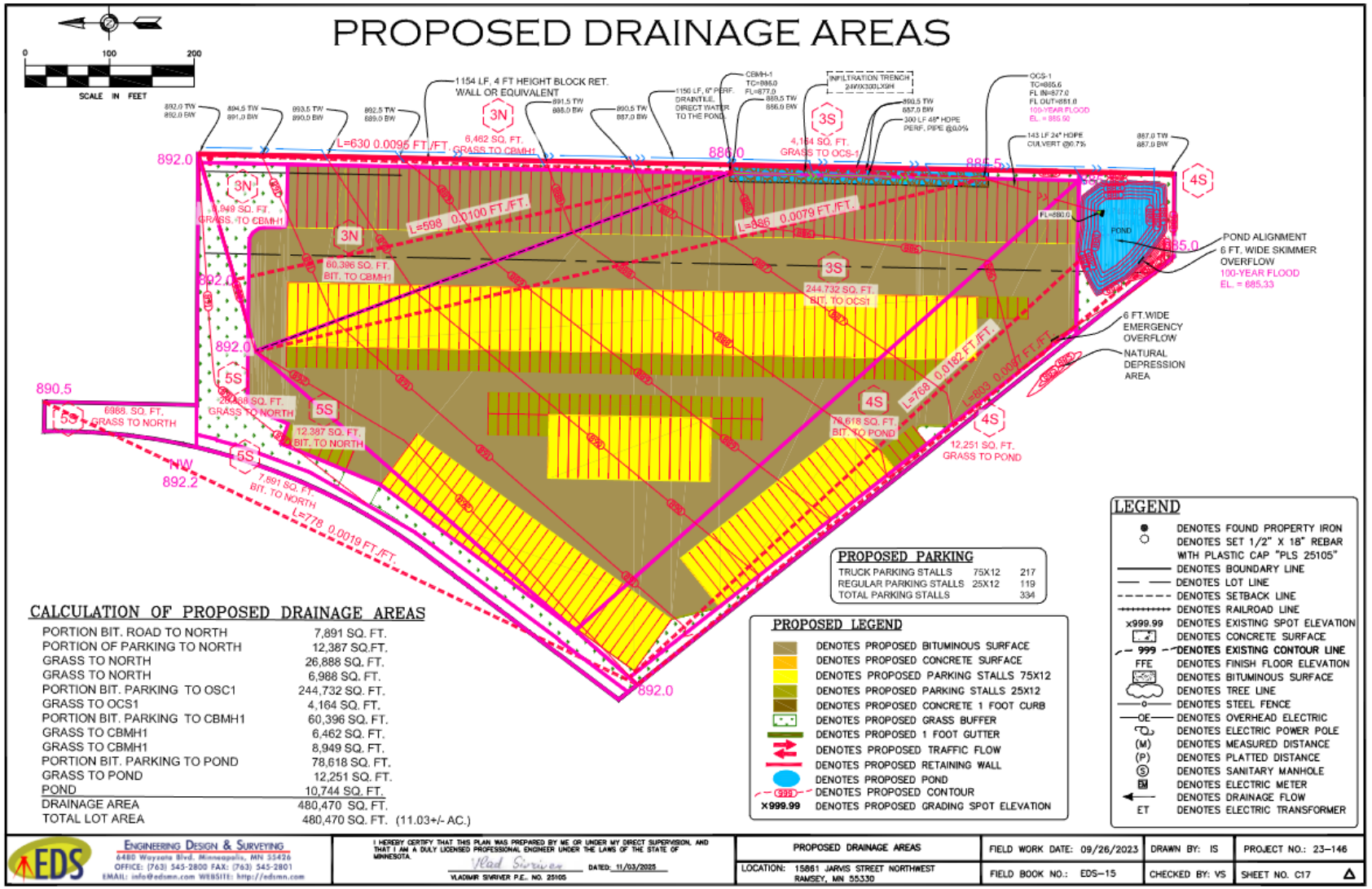
Its: Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

This instrument was acknowledged before me this ____ day of _____, 2026, by Nikolay Babkin, the Manager of Northstar Truck and RV parking LLC, a Limited Liability Company, on behalf of the company.

_____
Notary Public

EXHIBIT "A"


PROPOSED DRAINAGE AREAS
SCALE IN FEET
0
100
200
1154 LF, 4 FT HEIGHT BLOCK RET. WALL OR EQUIVALENT
1156 LF, 6" PERF. DRAINTILE, DIRECT WATER TO THE POND
INFILTRATION TRENCH 24'WX300'LXSH
300 LF 48" HDPE PERF. PIPE @0.0%
143 LF 24" HDPE CULVERT @0.7%
L=630 0.0095 FT./FT.
6,462 SQ. FT. GRASS TO CBMH1
4,164 SQ. FT. GRASS TO OCS-1
L=598 0.0100 FT./FT.
L=886 0.0079 FT./FT.
8,949 SQ. FT. GRASS TO CBMH1
60,386 SQ. FT. BIT. TO CBMH1
244,732 SQ. FT. BIT. TO OCS1
POND
POND ALIGNMENT
6 FT. WIDE SKIMMER OVERFLOW
100-YEAR FLOOD
EL. = 885.33
6 FT.WIDE EMERGENCY OVERFLOW
NATURAL DEPRESSION AREA
6988. SQ. FT. GRASS TO NORTH
26,888 SQ. FT. GRASS TO NORTH
12,387 SQ. FT. BIT. TO NORTH
7,891 SQ. FT. BIT. TO NORTH
L=778 0.0019 FT./FT.
78,618 SQ. FT. BIT. TO POND
12,251 SQ. FT. GRASS TO POND
L=768 0.0162 FT./FT.
L=803 0.0097 FT./FT.
NW
892.0
892.2
890.5
885.0
886.0
885.5
CALCULATION OF PROPOSED DRAINAGE AREAS
PORTION BIT. ROAD TO NORTH 7,891 SQ. FT.
PORTION OF PARKING TO NORTH 12,387 SQ.FT.
GRASS TO NORTH 26,888 SQ. FT.
GRASS TO NORTH 6,988 SQ. FT.
PORTION BIT. PARKING TO OSC1 244,732 SQ. FT.
GRASS TO OCS1 4,164 SQ. FT.
PORTION BIT. PARKING TO CBMH1 60,396 SQ. FT.
GRASS TO CBMH1 6,462 SQ. FT.
GRASS TO CBMH1 8,949 SQ. FT.
PORTION BIT. PARKING TO POND 78,618 SQ. FT.
GRASS TO POND 12,251 SQ. FT.
POND 10,744 SQ. FT.
DRAINAGE AREA 480,470 SQ. FT.
TOTAL LOT AREA 480,470 SQ. FT. (11.03+/- AC.)
PROPOSED PARKING
TRUCK PARKING STALLS 75X12 217
REGULAR PARKING STALLS 25X12 119
TOTAL PARKING STALLS 334
PROPOSED LEGEND
DENOTES PROPOSED BITUMINOUS SURFACE
DENOTES PROPOSED CONCRETE SURFACE
DENOTES PROPOSED PARKING STALLS 75X12
DENOTES PROPOSED PARKING STALLS 25X12
DENOTES PROPOSED CONCRETE 1 FOOT CURB
DENOTES PROPOSED GRASS BUFFER
DENOTES PROPOSED 1 FOOT GUTTER
DENOTES PROPOSED TRAFFIC FLOW
DENOTES PROPOSED RETAINING WALL
DENOTES PROPOSED POND
DENOTES PROPOSED CONTOUR
DENOTES PROPOSED GRADING SPOT ELEVATION
LEGEND
DENOTES FOUND PROPERTY IRON
DENOTES SET 1/2" X 18" REBAR WITH PLASTIC CAP "PLS 25105"
DENOTES BOUNDARY LINE
DENOTES LOT LINE
DENOTES SETBACK LINE
DENOTES RAILROAD LINE
DENOTES EXISTING SPOT ELEVATION
DENOTES CONCRETE SURFACE
DENOTES EXISTING CONTOUR LINE
DENOTES FINISH FLOOR ELEVATION
DENOTES BITUMINOUS SURFACE
DENOTES TREE LINE
DENOTES STEEL FENCE
DENOTES OVERHEAD ELECTRIC
DENOTES ELECTRIC POWER POLE
DENOTES MEASURED DISTANCE
DENOTES PLATTED DISTANCE
DENOTES SANITARY MANHOLE
DENOTES ELECTRIC METER
DENOTES DRAINAGE FLOW
DENOTES ELECTRIC TRANSFORMER
EDS
ENGINEERING DESIGN & SURVEYING
6480 Wayzata Blvd. Minneapolis, MN 55426
OFFICE: (763) 545-2800 FAX: (763) 545-2801
EMAIL: info@edsmn.com WEBSITE: http://edsmn.com
I HEREBY CERTIFY THAT THIS PLAN 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.
VLADIMIR SVIRIVER P.E. NO. 25105
DATED: 11/03/2025
PROPOSED DRAINAGE AREAS
LOCATION: 15861 JARVIS STREET NORTHWEST RAMSEY, MN 55330
FIELD WORK DATE: 09/26/2023
FIELD BOOK NO.: EDS-15
DRAWN BY: IS
CHECKED BY: VS
PROJECT NO.: 23-146
SHEET NO. C17

CC Regular Session

Meeting Date: 02/10/2026

Primary Strategic Plan Initiative: Improve the safety and mobility of transportation corridors.

Title:

Adopt Resolution #26-038 Approving Permanent Sidewalk Easement Agreement on Lot 1, Block 2, Kwik Trip 1782.

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #26-038 approving the permanent sidewalk agreement on Lot 1, Block 2, Kwik Trip 1782.

Background:

During plan review for the Kwik Trip development, Kwik Trip was directed to construct a public sidewalk between Armstrong Boulevard and Ferret Street within the Bunker Lake Boulevard right of way. This sidewalk is included in the approved construction plans for Kwik Trip.

During design of the Bunker Lake Boulevard reconstruction, Anoka County comments necessitated moving the public sidewalk from the Bunker Lake Boulevard right of way onto the Kwik Trip property. Placing the sidewalk outside of right of way requires a sidewalk easement, which staff coordinated with Kwik Trip. The sidewalk easement agreement is attached to this case for reference.

Notification:

Notification is not required with this case.

Time Frame/Observations/Alternatives:

Observations:

Kwik Trip site plans include construction of the public sidewalk, at the developers cost.

The City Attorney reviewed and approved the attached sidewalk easement agreement.

Alternatives:

Motion to adopt Resolution #26-038 approving the permanent sidewalk agreement on Lot 1, Block 2, Kwik Trip 1782.

Funding Source:

Approving the attached permanent sidewalk easement agreement will require payment of One Dollar to Kwik Trip, which is proposed to be taken from Municipal State Aid Funds.

Staff prepared the easement agreement in-house as part of their normal duties. Bolton & Menk prepared the Easement Description Sketch as part of the amended design services proposal for MSA Bunker Lake Boulevard Reconstruction, Improvement Project #26-01, funding for which is proposed to come from Municipal State Aid Funds.

Recommendation:

Staff recommends adopting Resolution #26-038 approving the permanent sidewalk easement agreement on Lot 1, Block 2, Kwik Trip 1782.

Outcome/Action:

Motion to adopt Resolution #26-038 approving the permanent sidewalk easement agreement for Lot 1, Block 2, Kwik Trip 1782.

Attachments

Res 26-038

Kwik Trip Sidewalk Easement Agreement

Bunker Lake Blvd Street Plan

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	02/05/2026 12:42 PM
Brian Hagen	Brian Hagen	02/05/2026 01:20 PM
Form Started By: Joe Feriancek		Started On: 01/27/2026 06:37 PM
Final Approval Date: 02/05/2026		

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

RESOLUTION #26-038

RESOLUTION APPROVING PERMANENT SIDEWALK EASEMENT AGREEMENT ON LOT 1, BLOCK 2 KWIK TRIP 1782

WHEREAS, the City of Ramsey finds it in the public interest to maintain public sidewalk adjacent to Bunker Lake Boulevard through Lot 1, Block 2 Kwik Trip 1782, to serve the needs of City residents; and

WHEREAS, the City of Ramsey agrees to acquire the easements necessary to maintain the sidewalk as described in the legal descriptions included in the easement agreement **Exhibit 2 ("BUNKER LAKE BOULEVARD SIDEWALK")**; and

WHEREAS, the City of Ramsey declares that it is in the public interest to acquire the Permanent Easement above described.

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 permanent sidewalk easement agreement for Lot 1, Block 2 Kwik Trip 1782.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 10th day of February, 2026.

Mayor

ATTEST:

City Clerk

(Top 3 inches reserved for recording data)

SIDEWALK EASEMENT AGREEMENT

THIS SIDEWALK EASEMENT AGREEMENT, made this _____ day of _____, 2026, between Kwik Trip, Inc., a Wisconsin corporation (the "Grantor"), and the City of Ramsey, Minnesota, a Minnesota Charter City organized under the laws of the State of Minnesota (the "Grantee")

WITNESSETH, that Grantor, in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby convey and grant to the Grantee, its successors and assigns forever, a non-exclusive easement for the purpose of establishing a public sidewalk ("Easement") on Grantor's land lying and being in the County of Anoka and State of Minnesota, legally described on Exhibit 1, which is attached hereto and incorporated herein ("Property"). The Easement is located over portions of the Property legally described and depicted on Exhibit 2, which is attached hereto and incorporated herein ("Bunker Lake Boulevard Sidewalk"), together with all hereditament and appurtenances belonging thereto in conformity with this grant.

This Easement is granted to the Grantee on the express understanding and condition that it be held by the Grantee in perpetuity as trustee for the benefit of the public or until such time as it ceases to be used for such purpose.

Grantor covenants and represents to the Grantee that no obstruction shall be constructed upon the Easement granted herein, including fences or any other structures, nor shall the use of the Property by Grantor or any of its successors, agents, or grantees of conveyances from Grantor of the Property in any way interfere with the peaceful enjoyment and use of the Easement created herein for the public.

Grantor shall be responsible for the construction of the Bunker Lake Boulevard Sidewalk at its sole cost and expense.

Grantee shall be responsible for the ongoing maintenance, repair, and/or reconstruction of the Bunker Lake Boulevard Sidewalk at its sole cost and expense.

Grantee shall be permitted reasonable access to the Bunker Lake Boulevard Sidewalk over and across the Property for the purpose of exercising the rights granted to Grantee herein, provided, however, Grantee shall not unreasonably interfere with Grantor's business operations or access thereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed on its behalf as of the day and year written above.

GRANTOR

KWIK TRIP, INC.

BY: _____

ITS: _____

STATE OF WISCONSIN)
) ss
COUNTY OF LA CROSSE)

This instrument was acknowledged before me on __ _ ____, 2026 by _____, the _____ of Kwik Trip, Inc., declaring that the signatory has full legal authority to bind the Grantor in this transaction and that they are the same individual named above affixing a signature hereto.

_____

Notary Public, State of Wisconsin

This instrument was drafted by:

The City of Ramsey
7550 Sunwood Drive NW
Ramsey, Minnesota 55303
Ph. (763) 427-1410

GRANTEE

CITY OF RAMSEY

BY: _____

ITS: _____

STATE OF MINNESOTA)
) ss
COUNTY OF ANOKA)

This instrument was acknowledged before me on __ _ ____, 2026 by _____, the _____ of the City of Ramsey, declaring that the signatory has full legal authority to bind the Grantee in this transaction and that they are the same individual named above affixing a signature hereto.

_____

Notary Public

This instrument was drafted by:

The City of Ramsey
7550 Sunwood Drive NW
Ramsey, Minnesota 55303
Ph. (763) 427-1410

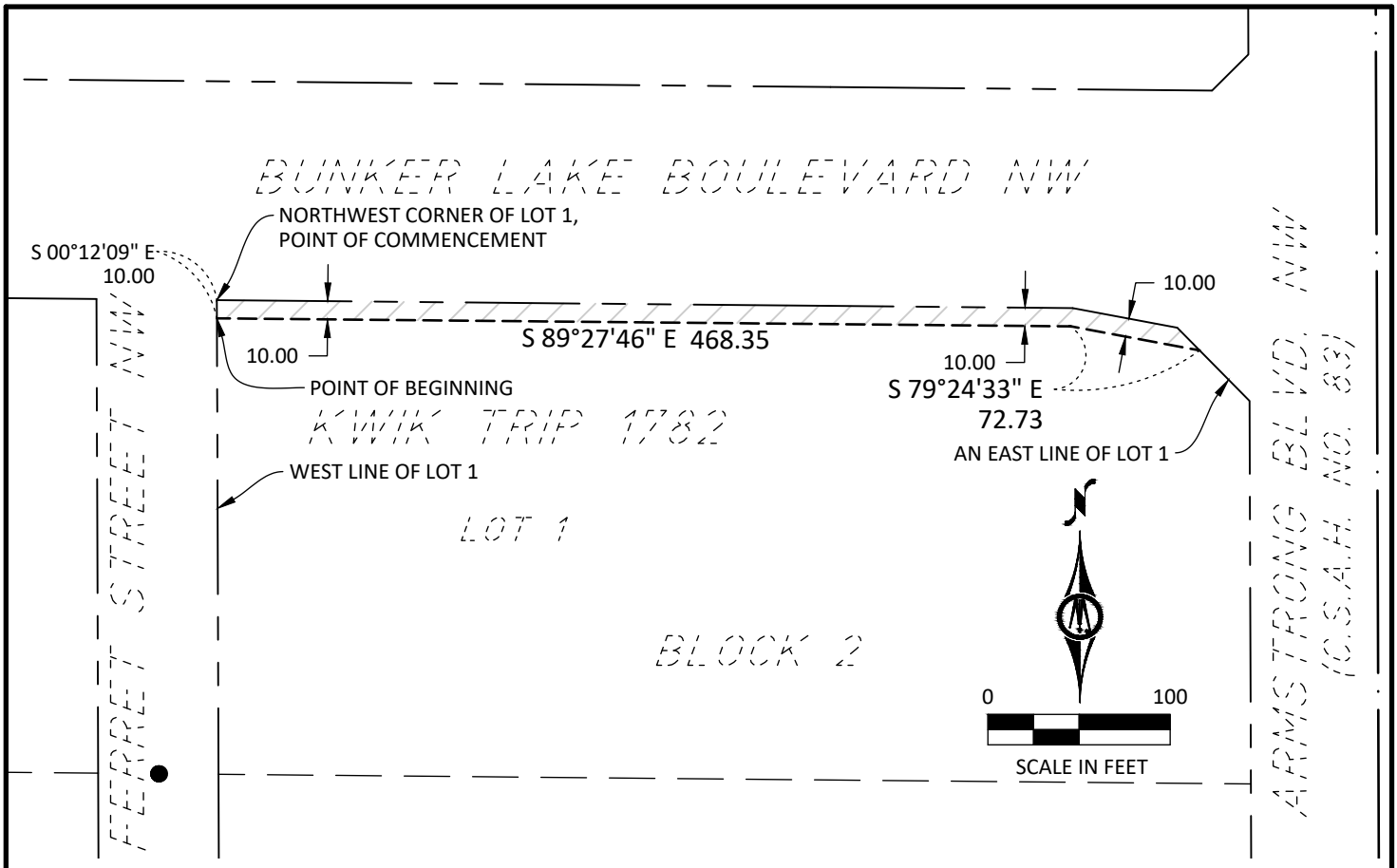
EXHIBIT 1

PROPERTY LEGAL DESCRIPTION

Lot 1, Block 2, KWIK TRIP 1782, Anoka County, Minnesota

EXHIBIT 2

BUNKER LAKE BOULEVARD SIDEWALK



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

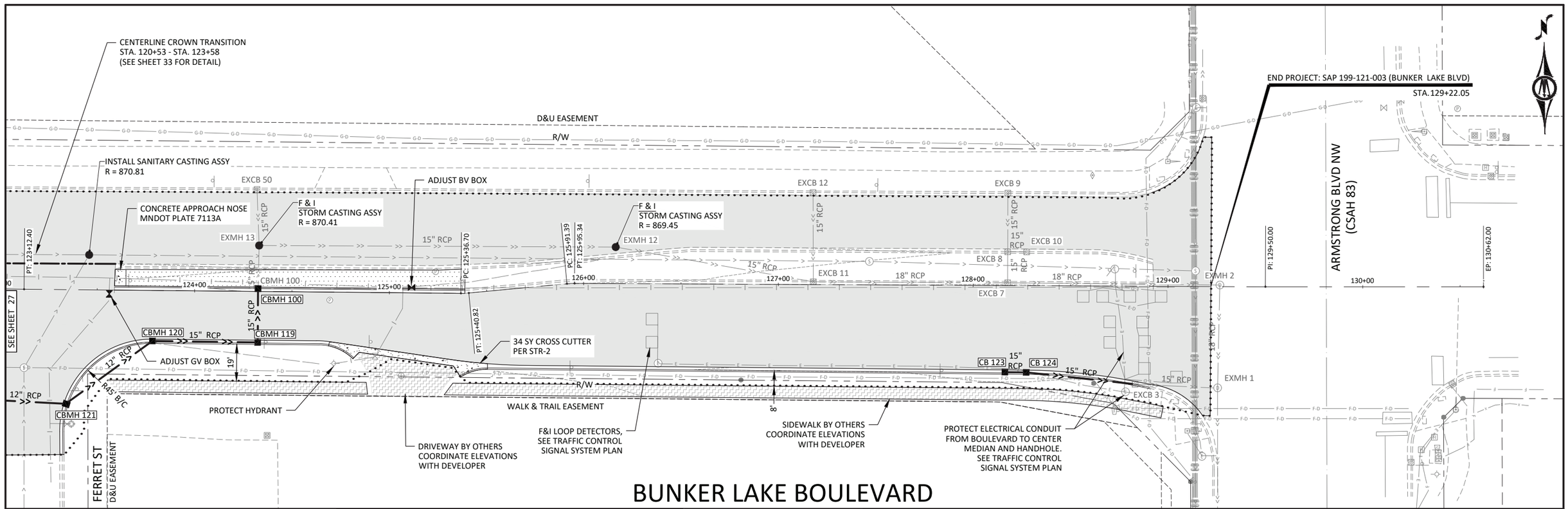
BOLTON & MENK
7533 SUNWOOD DR NW
SUITE 206
RAMSEY, MN 55303
(763) 433-2851

FOR: CITY OF RAMSEY

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

H:\RAMS\25X138779000\CAD\C3D\138779V-EASE01.dwg 10/15/2025 8:43 AM

R25-T32-S29-11

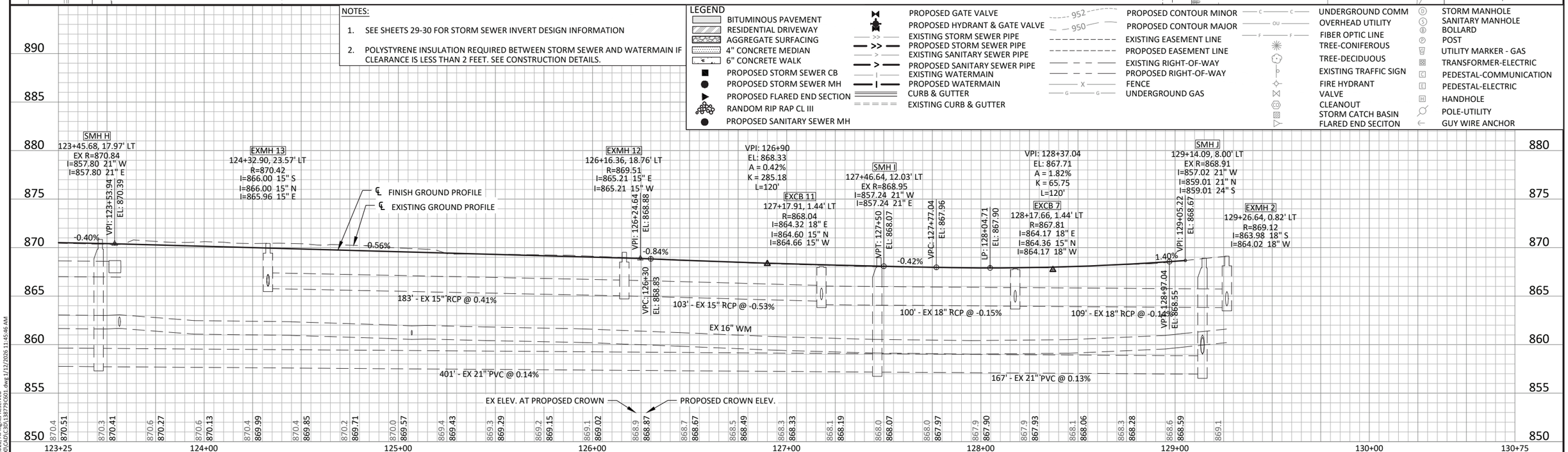


NOTES:

1. SEE SHEETS 29-30 FOR STORM SEWER INVERT DESIGN INFORMATION
2. POLYSTYRENE INSULATION REQUIRED BETWEEN STORM SEWER AND WATERMAIN IF CLEARANCE IS LESS THAN 2 FEET. SEE CONSTRUCTION DETAILS.

LEGEND

- BITUMINOUS PAVEMENT
- RESIDENTIAL DRIVEWAY
- AGGREGATE SURFACING
- 4" CONCRETE MEDIAN
- 6" CONCRETE WALK
- PROPOSED STORM SEWER CB
- PROPOSED STORM SEWER MH
- PROPOSED FLARED END SECTION
- RANDOM RIP RAP CL III
- PROPOSED SANITARY SEWER MH
- PROPOSED GATE VALVE
- PROPOSED HYDRANT & GATE VALVE
- EXISTING STORM SEWER PIPE
- PROPOSED STORM SEWER PIPE
- EXISTING SANITARY SEWER PIPE
- PROPOSED SANITARY SEWER PIPE
- EXISTING WATERMAIN
- PROPOSED WATERMAIN
- CURB & GUTTER
- EXISTING CURB & GUTTER
- PROPOSED CONTOUR MINOR
- PROPOSED CONTOUR MAJOR
- EXISTING EASEMENT LINE
- PROPOSED EASEMENT LINE
- EXISTING RIGHT-OF-WAY
- PROPOSED RIGHT-OF-WAY
- FENCE
- UNDERGROUND GAS
- UNDERGROUND COMM
- OVERHEAD UTILITY
- FIBER OPTIC LINE
- TREE-CONIFEROUS
- TREE-DECIDUOUS
- EXISTING TRAFFIC SIGN
- FIRE HYDRANT
- VALVE
- CLEANOUT
- STORM CATCH BASIN
- FLARED END SECITON
- STORM MANHOLE
- SANITARY MANHOLE
- BOLLARD
- POST
- UTILITY MARKER - GAS
- TRANSFORMER-ELECTRIC
- PEDESTAL-COMMUNICATION
- PEDESTAL-ELECTRIC
- HANDHOLE
- POLE-UTILITY
- GUY WIRE ANCHOR



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H:\RAMS\25X138779000\CAD\C3D\138779G01.dwg 1/12/2026 11:45:46 AM

HORZ. SCALE 0 25 50 FEET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ZACHARY F. LINGL, P.E.
LIC. NO. 56344 DATE 1/12/2026

BOLTON & MENK
7533 SUNWOOD DR NW, SUITE 206
RAMSEY, MN 55303
Phone: (763) 433-2851
Email: Ramsey@bolton-menk.com
www.bolton-menk.com

City of RAMSEY

DESIGNED	ZFL
DRAWN	JMB
CHECKED	ZFL
CLIENT PROJ. NO.	26-01

NO.	ISSUED FOR	DATE

CITY OF RAMSEY, MINNESOTA
2026 BUNKER LAKE BOULEVARD RECONSTRUCTION
STREET PLAN & PROFILE
SAP 199-121-003

SHEET 28 OF 56

CC Regular Session

Meeting Date: 02/10/2026

Primary Strategic Plan Initiative: Address infrastructure needs.

Title:

Adopt Resolution #26-039 Approving Proposals for Engineering Design Services for 2026 Neighborhood Pavement Overlay Improvements, Improvement Project #26-08

Purpose/Background:

Purpose:

The purpose of this case is to adopt Resolution #26-039 approving proposals for engineering design services for 2026 Neighborhood Pavement Overlay Improvements, Improvement Project #26-08.

Background:

The 2026 – 2035 Capital Improvement Plan (CIP) identifies mill and overlay of five (5) subdivisions within the City. 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 Hakanson Anderson for topographic survey and wetland delineation 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, 025, the Ramsey Public Works Committee recommended City Council order plans and specifications for said improvements.
- June 24, 2025, the Ramsey City Council adopted Resolution #25-125, ordering plans and specifications for said improvements
- December 16, 2025, the Ramsey Public Works Committee recommended City Council order request for proposals for said improvements.
- January 13, 2026, the Ramsey City Council adopted Resolution #26-011, ordering request for proposals for engineering design services for said improvements.

Project Scope

This project proposes to mill and overlay four (4) subdivision within the City.

- Alpine Woods
- Evergreen Point Townhomes 1st & 2nd
- Hall-Anderson Acres (TH 47 Service Road only)
- Section 16 Unplatted

Riverside West (Ebony Street only)

Because of its proximity and small size, Riverside West (Ebony Street) is proposed to be added to the Riverside West street reconstruction project (137th Avenue and Dolomite Street).

The updated project totals 1.39 miles in length, and is split between urban and rural sections. The project is not proposing any repairs to watermain or sanitary sewer, minor storm sewer structure repairs typically consisting of re-grouting catch basins is proposed. Additionally, any pedestrian ramps will be brought up to current ADA compliance, the project area is estimated to include 24 pedestrian ramps. This will be further explored during project design.

Based on GPR data and as-built information a 2-inch mill and overlay are proposed on all streets; Evergreen Point Townhomes will require a 1-inch mill with 2-inch overlay. This will be verified during project design.

Project Timelines

The following are the proposed general project timelines:

February 10, 2026	City Council awards RFP for engineering design services
February / March 2026	Preparation of plans and specifications
April 7, 2026	City Council approves plans, authorizes bidding
Week of May 4th, 2026	Bid opening
May 12, 2026	City Council awards contract to the lowest responsible bidder
June / July 2026	Construction

Engineering Design Services

Due to the 2026 project design workload, and unforeseen staff unavailability during the winter of 2026, city staff does not have the capacity to prepare plans and specifications for these improvements in time to bid the project in early spring of 2026 and be ready for summer construction.

Staff sent proposals to two (2) local firms known to perform this type of work, the two (2) proposals received back are listed below:

Project	Bolton & Menk	Hakanson Anderson
IP 26-08 2026 Neighborhood Pavement Overlay Improvements	$25,300.00	$38,500.00

Bolton & Menk submitted the lowest responsible proposal in the total not-to-exceed amount of $25,300.00. Bolton & Menk will be required to complete final plans and specifications in time for May 2026 bidding, to allow for June / July 2026 construction of the improvements, per the schedule in the RFP. The proposal does not include construction inspection services, which are proposed to be performed in-house as part of city staff's regular duties.

Notification:

If City Council accepts the proposed engineering design services, staff will send out an update letter to property owners impacted by the improvements.

Time Frame/Observations/Alternatives:

Observations:

If project design remains in-house, the proposed project schedule will be moved back by approximately 8 weeks, resulting in mid-July 2026 bid opening and project award most likely occurring in August 2026. Late season bidding typically lends to fewer bidders and higher construction costs, due to contractor's schedules being relatively full.

Alternatives:

Motion to adopt Resolution #26-039 approving proposals for engineering design services for 2026 Neighborhood Pavement Overlay Improvements, Improvement Project #26-08.

Funding Source:

Funding for engineering design services would come from a combination of Pavement Management Funds and Stormwater Utility Funds, which are proposed to pay for the 2026 Neighborhood Overlay Improvements, per the CIP.

Recommendation:

Staff recommends adopting Resolution #26-039 approving proposals for engineering design services for 2026 Neighborhood Pavement Overlay Improvements, Improvement Project #26-08.

Outcome/Action:

Motion to adopt Resolution #26-039 approving proposals for engineering design services for 2026 Neighborhood Pavement Overlay Improvements, Improvement Project #26-08.

Attachments

Res 26-039

26-08 Project Map

26-08 BMI Proposal

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	02/05/2026 12:48 PM
Brian Hagen	Brian Hagen	02/05/2026 01:20 PM
Form Started By: Joe Feriancek		Started On: 01/27/2026 06:47 PM
Final Approval Date: 02/05/2026		

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

RESOLUTION #26-039

RESOLUTION APPROVING PROPOSALS FOR ENGINEERING DESIGN SERVICES FOR 2026 NEIGHBORHOOD PAVEMENT OVERLAY IMPROVEMENTS, IMPROVEMENT PROJECT #26-08

WHEREAS, the City of Ramsey proposes to overlay the pavement on numerous street segments in 2026 as identified within the 2026 – 2035 Capital Improvement Plan; 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 for topographic survey of the project area in the amount of $1,268.50; and

WHEREAS, pursuant to Ramsey City Council Resolution #25-125, adopted June 24, 2025, the Ramsey City Council order the City Engineer to prepare plans and specifications for 2026 Neighborhood Pavement Overlay Improvements, Improvement Project #26-08; and

WHEREAS, pursuant to Ramsey City Council Resolution #26-011, adopted January 13, 2026, the Ramsey City Council ordered request for proposals for Engineering Design Services for said improvements; and

WHEREAS, request for proposals were submitted to two (2) firms for the purpose of obtaining proposals for the engineering design services; and

WHEREAS, the two (2) engineering design services proposals were received and are tabulated below; and

Project	Bolton & Menk	Hakanson Anderson
IP 26-08 Neighborhood Pavement Overlay Improvements	$25,300.00	$38,500.00

WHEREAS, the proposal of Bolton & Menk in the total amount of $25,300.00 for engineering design services in accordance with the prepared proposals is the lowest responsible proposal for said improvements and their proposal shall be and hereby is accepted.

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

1) The Mayor and City Administrator are hereby authorized and directed to enter into a contract with Bolton & Menk for said engineering design services for said improvements for and on behalf of the City of Ramsey.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 10th day of February, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

IMPROVEMENT PROJECT 26-08
2026 NEIGHBORHOOD PAVEMENT OVERLAY IMPROVEMENTS

IP 26-08
2026 NEIGHBORHOOD OVERLAYS
SECTION 16 UNPLATTED

IP 26-08
2026 NEIGHBORHOOD OVERLAYS
HALL-ANDERSON ACRES

IP 26-08
2026 NEIGHBORHOOD OVERLAYS
ALPINE WOODS

IP 26-08
2026 NEIGHBORHOOD OVERLAYS
EVERGREEN POINT TOWNHOMES 1ST & 2ND

VARIOLITE ST
CSAH 83
ARMSTRONG BLVD
RAMSEY BLVD
NOWTHEN BLVD
SUNFISH LAKE BLVD
ST FRANCIS BLVD
STATE HWY 47
CSAH 5
167TH AVE
ALPINE DR
BUNKER LAKE BLVD
CO RD 116
SUNWOOD DR
US HWY 10

Oakridge Park
Sport Haven North Park
Sport Haven South Park
Central Park
Eddy Lake
Troll Brook Trail Corridor
Titterud Park
Fox Park
Elmcrest Park
Brookview Park
Rum River Hills Golf Course
Rum River Boy Scout Camp
Keillor West Park
Woodland Green Park
Greenland Hills West Park
Greenland Hills East Park
Beaudry's Park
Alpine Park
Peltzer Park
Cottonwood Park
Sunfish Lake
Solstice Park

0 0.15 0.3 0.6 Miles

Legend

- 2026 Overlay
- Streets2016
- Streets
- MuniBndry
- ScoutCamp
- Golf_Courses
- Parks
- Rivers
- Lakes_Ponds
- Creeks

Bolton & Menk, Inc.
Proposal

REQUEST FOR PROPOSAL
IP 26-08
2026 Neighborhood Pavement Overlay Improvements
Engineering Design Services
City of Ramsey

ISSUE DATE
January 14, 2026

PROPOSAL MUST BE RECEIVED BY:
4:30 pm on Tuesday, February 3, 2026

EMAIL PROPOSAL TO:
JFeriancek@cityoframsey.com

or

DELIVER PROPOSAL TO:
City of Ramsey Municipal Center
7550 Sunwood Drive NW
Ramsey, MN 55303
Attn: Joe Feriancek
763-433-9893

INTRODUCTION: The City of Ramsey (City) is requesting proposals for Engineering Services for the 2026 Neighborhood Pavement Overlay Improvements, Improvement Project #26-08. The project proposes to mill and overlay four (4) subdivisions totaling approximately 1.39 miles in length within the City.

The project generally includes mill and overlay of the existing bituminous pavement, spot concrete curb repairs, grouting catch basin, and updating pedestrian ramps to current ADA standards.

- Alpine Woods
    - Urban single-family house development
    - 0.38 miles in length
    - 8 Pedestrian Ramp locations
    - Proposed 2" mill and overlay
- Evergreen Point Townhomes 1st & 2nd
    - Urban town house development
    - 0.32 miles in length
    - 15 Pedestrian Ramp locations
    - Proposed 1" mill and 2" overlay
- Hall-Anderson Acres (TH 47 Service Road only)
    - Urban (bit curb) single-family house development
    - 0.17 miles in length
    - 1 Pedestrian Ramp location
    - Proposed 2" mill and overlay
- Section 16 Unplatted
    - Rural single-family house development
    - 0.52 miles in length
    - Proposed 2" mill and overlay

SCOPE OF WORK: Prepare final drawings, estimated quantities, and specifications / construction documents for the use of permitting, bidding, and construction of the areas proposed above. The plans must address typical work associated with mill and overlay improvements, including but not limited to spot concrete curb and gutter repairs, minor storm sewer repairs, casting adjustments, and pedestrian ramp ADA upgrades. A City review of the 90-percent plans and final plans prior to City Council approval and bidding is expected to occur. The city will be available to discuss the improvements throughout design, a preliminary design meeting shall occur prior to starting the work. The Engineer must provide an Engineer's Estimate based on the final plans, as needed for City Council approval of the plans.

The city will provide the topographic survey, performed in the summer of 2025, for design of the ADA pedestrian ramp upgrades. Additionally, the city will provide all available as-builts of the existing roadways. The Engineer must perform a site visit to review the existing roadways.

The Engineer is required to send out the advertisement for bids, perform the bid opening, and provide a recommendation for award. City staff will put together all city council meeting cases associated with this project.

SCHEDULE: A written schedule of the work shall be submitted identifying all work components and showing work start and completion dates required to comply with the schedule. The city is proposing the following project timelines:

- February 10, 2026 — City Council awards RFP for engineering design services
- Feb / Mar 2026 — Preparation of plans and specifications
- April 7, 2026 — City Council approves plans, authorizes bidding
- Week of May 4th, 2026 — Bid opening
- May 12, 2026 — City Council awards contract to the lowest responsible bidder
- June / July 2026 — Construction

PROPOSAL SUBMITTAL: A lump sum quote shall be submitted for the proposed work using the form at the end of this Request for Proposal (RFP).

COMMUNICATION WITH THE CITY: If any requirements of this RFP are not clearly understood, the Contractor is responsible for contacting the City for further clarification in a prompt manner. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to the RFP.

SUBMISSION: A signed copy of the attached proposal form is requested by **4:30 P.M. Tuesday, February 3, 2026.** E-mail proposals will be accepted and may be sent to Joe Feriancek; JFeriancek@cityoframsey.com. Or deliver to the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey MN 55303 to the attention of Joe Feriancek, Assistant City Engineer.

PROPOSAL UNDERSTANDING: By submitting a proposal, the Contractor agrees to be bound to the terms and conditions herein.

COSTS OF PREPARATION: Under no condition will any costs of preparation of the proposal be reimbursed by the City.

PAYMENT: Invoices must be submitted to the city on a net 30-day basis, made out to the City of Ramsey Engineering Department including the project description, and must be submitted via email to accountspayable@cityoframsey.com. Payments may be made by EFT upon request, please submit EFT requests to accountspayable@cityoframsey.com.

BASIS OF PAYMENT: Payment shall be made on a lump sum basis for all components of the work as specified in the RFP. The cost of any additional equipment, labor, materials, permits, tools and supplies which have not been specifically identified in this section for payment, but are required to complete the work, shall be considered incidental to the project. The city is also requesting an hourly rate for additional services to be submitted, if we find a need to expand the project scope after reviewing the initial plans.

PROPOSAL

Bolton & Menk, Inc. accepts the terms and conditions herein and agrees to complete all work described herein, and to deliver the final plans and specifications to meet the city's timeline provided herein.

IP 26-08 2026 Neighborhood Pavement Overlay Improvements	
Description	**Lump Sum Not to Exceed Cost Extension**
Engineering Design Services	$25,300.00

Contractor Name	Bolton & Menk, Inc.
Owner or representative	Kevin P. Kielb, P.E.
Phone(s)	(651) 968-7760
E-mail	Kevin.Kielb@Bolton-Menk.com
Signature	Kevin P Kielb
Date	January 16, 2026

Hourly Rates	
Project Manager	$223.00
Design Engineer	$189.00
CAD Drafting	$158.00

CC Regular Session

Meeting Date: 02/10/2026

Primary Strategic Plan Initiative: Address infrastructure needs.

Title:

Adopt Resolution #26-041 Authorizing Final Payment to Kurilla Contracting of Buffalo, Minnesota for Improvement Project 24-54, The Waterfront Trail Improvements

Purpose/Background:

Resolution and Pay Request attached.

Time Frame/Observations/Alternatives:

Issuing final payment will be contingent on receipt of the following items from Kurilla Contracting.

1. IC134 (Contractor's Withholding Affidavit showing compliance with the provisions of Minnesota Statue 290.92 requiring withholding state income tax).
2. Waiver of Mechanic's lien Rights (Affidavits that all claims against Kurilla Contracting by reasons of the contract have been fully paid or satisfactorily secured).
3. Consent of Surety to Final Payment (Certification from the contractor's surety).

Following receipt of these items, final payment will be issued.

Recommendation:

The Senior Engineering Technician has inspected the completed work and recommends final payment to Kurilla Contracting of Buffalo, Minnesota, for said project, in the amount of $1,827.95.

Outcome/Action:

Motion to adopt Resolution #26-041 authorizing final payment to Kurilla Contracting of Buffalo, Minnesota, for Improvement Project 24-54, The Waterfront Trail Improvements, in the amount of $1,827.95.

Attachments

Resolution 26-041

Pay Estimate

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	02/04/2026 09:02 AM
Brian Hagen	Brian Hagen	02/05/2026 11:40 AM
Form Started By: Marsha Weidner		Started On: 02/04/2026 07:11 AM
Final Approval Date: 02/05/2026		

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION #26-041

RESOLUTION APPROVING FINAL PAYMENT TO KURILLA CONTRACTING FOR IMPROVEMENT PROJECT #24-54; THE WATERFRONT TRAIL IMPROVEMENTS

WHEREAS, the City of Ramsey Proposes to construct trail construction project that would circumnavigate the 7+ acre pond that is in place now; and

WHEREAS, pursuant to Ramsey City Council Case #5.06, adopted February 13, 2024, the City Council approved plans and specifications and authorized advertising bids for Improvement Project #24-54; The Waterfront Trail Improvements; and

WHEREAS, pursuant to Ramsey City Council Resolution #24-131, adopted May 14, 2024, a budget was approved for The Waterfront of $345,759 for the park, including the contract awarded to Kurilla Contracting of Buffalo, Minnesota, in the amount of $169,165.00 for said trail improvements plus alternate bid in amount of $22,250; and

WHEREAS, pursuant to Ramsey City Council Resolution #24-287 adopted October 22, 2024, Change Order #1 in the amount of $12,750.00 to cover purchase of 10 ton of Boulders, Granite chips and Berm Earthwork to finish the project.

WHEREAS, as of January 10, 2026 $180,967.45 has been paid to date; and

WHEREAS, the Senior Engineering Technician has inspected the completed work and recommends final payment to Kurilla Contracting of Buffalo, Minnesota, for said project, in the amount of $ 1,827.95.

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

1) The City Council hereby authorizes final payment to Kurilla Contracting of Buffalo, Minnesota for Improvement Project #24-54, The Waterfront Trail Improvements, in the amount of $1,827.95.

2) The City Council hereby accepts the project and 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 payment of bills for the date of February 10, 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 the 10th day of February, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

Contractor's Application for Final Payment

Owner:	City of Ramsey	**Owner's Project No.:**	9002899
Engineer:	Bolton & Menk, Inc.	**Engineer's Project No.:**	24X.135093
Contractor:	Kurilla Contracting	**Agency's Project No.:**	
Project:	The Waterfront Trail Improvements		
Contract:			
Application No.:	4-FINAL	**Application Date:**	11/24/2025
Application Period:	From 11/1/2024	to	11/21/2025

1. Original Contract Price	$	191,415.00
2. Net change by Change Orders	$	12,750.00
3. Current Contract Price (Line 1 + Line 2)	$	204,165.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	$	182,795.40
5. Retainage		
a. _____ X $ 182,795.40 Work Completed	$	-
b. _____ X $ - Stored Materials	$	-
c. Total Retainage (Line 5.a + Line 5.b)	$	-
6. Amount eligible to date (Line 4 - Line 5.c)	$	182,795.40
7. Less previous payments	$	180,967.45
8. **Amount due this application**	**$**	**1,827.95**
9. Balance to finish, including retainage (Line 3 - Line 4)	$	-

Contractor's Certification of Final Payment

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective; and
(4) The provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor:	Kurilla Contracting Co.		
Signature:	Austin Kurilla	**Date:**	1/20/2026
Name:	Austin Kurilla	**Title:**	President

Recommended by Engineer		**Approved by Owner**	
By:	Zachary F. Lingl	**By:**	
Name:	Zach Lingl, PE	**Name:**	Mark Riverblood
Title:	Project Manager	**Title:**	Parks Dir.
Date:	11/24/2025	**Date:**	1-22-26

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Final Estimate - Unit Price Work

Contractor's Application for Final Payment

Owner: City of Ramsey

Owner's Project No.: 9002899

Engineer: Bolton & Menk, Inc.

Engineer's Project No.: 24X.135093

Contractor: Kurilla Contracting

Agency's Project No.:

Project: The Waterfront Trail Improvements

Contract:

Application No.: 4-FINAL **Application Period:** From 11/01/24 to 11/21/25

Application Date: 11/24/25

A	B	C	D	E	F	F1	F2	G	H	I	J	K	L
		Contract Information				Previous Estimate		Work Completed					
Bid Item No.	Description	Item Quantity	Units	Unit Price ($)	Value of Bid Item (C X E) ($)	Quantity Previous Estimate	Value Previous Estimate	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) ($)	Materials Currently Stored (not in G) ($)	Work Completed and Materials Stored to Date (H + I) ($)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) ($)
	Original Contract												
1	Mobilization	1.00	LS	10,000.00	10,000.00	1.00	10,000.00	1.00	10,000.00		10,000.00	100%	
2	Rock Construction Entrance	1.00	EA	2,000.00	2,000.00	1.00	2,000.00	1.00	2,000.00		2,000.00	100%	
3	Common Excavation, Grading & Berm	1.00	LS	15,000.00	15,000.00	1.21	18,150.00	1.21	18,150.00		18,150.00	121%	
4	Boulder Retaining Wall	475.00	SF	48.00	22,800.00	475.00	22,800.00	475.00	22,800.00		22,800.00	100%	
5	Class 3 Surfacing (Crushed Granite)	40.00	CY	40.00	1,600.00	46.00	1,840.00	46.00	1,840.00		1,840.00	115%	
6	Class 5 (100% Crushed Rock)	890.00	TON	15.00	13,350.00	950.00	14,250.00	950.00	14,250.00		14,250.00	107%	
7	SPWEA240B Bituminous Wear Course	500.00	TON	140.00	70,000.00	515.86	72,220.40	515.86	72,220.40		72,220.40	103%	
8	Storm Sewer (Culvert and Adjust Casting)	1.00	LS	9,400.00	9,400.00	1.00	9,400.00	1.00	9,400.00		9,400.00	100%	
9	Traffic Control	1.00	LS	1,500.00	1,500.00	1.00	1,500.00	1.00	1,500.00		1,500.00	100%	
10	Erosion Control (Silt Fence)	4,840.00	LF	2.00	9,680.00	-	-	-	-		-		
11	Site Seeding	1.95	AC	4,500.00	8,775.00	2.85	12,825.00	2.85	12,825.00		12,825.00	146%	
12	EC Blanket Category 20	2,530.00	SY	2.00	5,060.00	2,530.00	5,060.00	2,530.00	5,060.00		5,060.00	100%	
13	Alternate Bid - Class 5	890.00	TON	25.00	22,250.00	-	-	-	-		-		
		-	-	-	-				-		-		
	Original Contract Totals				**$ 191,415.00**		**$ 170,045.40**		**$ 170,045.40**	**$ -**	**$ 170,045.40**	**89%**	**na**
	Change Orders												
	Purchase of 10 ton of bulders	10.00	ton	70.00	700.00	10.00	700.00	10.00	700.00		700.00	100%	-
	Granite Chips	1.00	LS	1,050.00	1,050.00	1.00	1,050.00	1.00	1,050.00		1,050.00	100%	-
	Berm Earthwork	1.00	LS	11,000.00	11,000.00	1.00	11,000.00	1.00	11,000.00		11,000.00	100%	-
	Change Order Totals				**$ 12,750.00**		**$ 12,750.00**		**$ 12,750.00**	**$ -**	**$ 12,750.00**	**100%**	**$ -**
	Original Contract and Change Orders												
	Project Totals				**$ 204,165.00**		**$ 182,795.40**		**$ 182,795.40**	**$ -**	**$ 182,795.40**	**90%**	**na**

EJCDC C-620 Contractor's Application for Payment
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CC Regular Session

Meeting Date: 02/10/2026

Primary Strategic Plan Initiative: Promote economic growth and development.

Title:

Adopt Resolution #26-043 Approving Release of Right of Re-Entry Agreement and Amended Right of Re-Entry Agreement - Cottages at the COR - Centra North LLC

Purpose/Background:

The purpose of this case is to receive Council approval to fully release the Right of Re-Entry Agreement and Amended Right of Re-Entry Agreement with Centra North LLC for the Cottages at the COR Development.

The original Right of Re-Entry Agreement executed on November 28, 2018, included the requirement to build 15 town homes and obtain 15 certificates of occupancy by October 1, 2021. The City had the ability to take physical possession of the land back, without recourse or impose a $20,000 penalty on each lot, if the buildout did not move forward according to the agreement. The agreement also had a provision that would require the City to release the right to take back the physical possession of the land if the Stage One Improvements (Onsite utility installation, internal roadways, sidewalks, etc) were completed. Centra installed the required Stage One Improvements and an Amended Right of Re-Entry Agreement was executed on July 23, 2019 releasing the City right to take physical possession of the land but it retained the ability to impose $20,000 penalties on lots that did not receive their required Certificate of Occupancy within the defined time frame. Centra obtained the required Certificates of Occupancies in the defined time frame and has satisfied all requirements of both agreements.

The Right of Re-Entry Agreement and Amended Right of Re-Entry Agreement show up as encumbrances in a title search, which can cause issues with closings depending on the title examiner. The City had one new home buyer title company request the Right of Re-Entry Agreement be fully released to clear title for their purchase in Early February 2026 for a closing at month's end. Rather than release one lot at a time, Staff thought it was prudent, and more efficient, to release all lots and agreements, so Council action would not be needed for future requests. The City Attorney has reviewed the Release of Right of Re-Entry Agreement and Amended Right of Re-Entry Agreement and has approved it as to form and effectiveness.

Notification:

None required

Time Frame/Observations/Alternatives:

Centra North LLC has completed all the requirements of the Right of Re-Entry Agreement and Amended Right of Re-Entry Agreement for Cottage at the COR. As such, the documents and their obligations should be released for Centra North LLC and all current and future homeowners in the Cottages at the COR development.

Alternatives include:
1) Adopt Resolution #26-043 Approving Release of Right of Re-Entry Agreement and Amended Right of Re-Entry Agreement (as presented); subject to City Attorney review
2) Adopt Resolution #26-043 Approving Release of Right of Re-Entry Agreement and Amended Right of Re-Entry Agreement (with changes); subject to City Attorney review
3) Something Else

Funding Source:

No funding is required. Title Company to pay for recording fees for filing of release document

Recommendation:

Staff recommends adoption of Resolution #26-043 Approving Release of Right of Re-Entry Agreement and Amended Right of Re-Entry Agreement (as presented); subject to City Attorney review

Outcome/Action:

Motion to Adopt Resolution #26-043 Approving Release of Right of Re-Entry Agreement and Amended Right of Re-Entry Agreement (as presented); subject to City Attorney review

---

Attachments

Site Location Map - Cottages at COR

ACTION - Resolution #25-043

ACTION - Full Release of RORE Centra Cottages at COR

Reference - Amended Right of Re-Entry Agreement

Reference - Right of Re-Entry Agreement

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	02/05/2026 11:40 AM
Form Started By: Sean Sullivan		Started On: 02/02/2026 02:15 PM
Final Approval Date: 02/05/2026		

Site Location Map (Cottages at the COR)

Feet
0 25 50 100 150 200

Print Date: July 3, 2019

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

RESOLUTION #26-043

RESOLUTION APPROVING RELEASE OF RIGHT OF RE-ENTRY AGREEMENT AND AMENDED RIGHT OF RE-ENTRY AGREEMENT – COTTAGES AT THE COR – CENTRA NORTH LLC

WHEREAS, Centra North, LLC (the "Buyer") executed a Right of Re-Entry Agreement (the "RORE") with the City of Ramsey (the "Seller") on November 28, 2018 encumbering the property defined on Exhibit A, attached hereto (the "Property"), which was recorded as Document number 2215051.007 in the Anoka County Recorder's Office; and

WHEREAS, Buyer executed an Amended Right of Re-Entry Agreement (the "Amended RORE") with Seller on July 23, 2019 encumbering the Property, which was recorded as Document number 2233729.001 in the Anoka County Recorder's Office; and

WHEREAS, Buyer has satisfied all requirements of the RORE and Amended RORE including but not limited to obtaining 15 Certificates of Occupancy for townhomes constructed in the Cottages at the COR (the "Development"); and

WHEREAS, A request has been made by a Title Company and home buyer in the Development to fully release the RORE and Amended RORE to clear title; and

WHEREAS, the City Attorney has reviewed the blanket Release of Right of Re-Entry Agreement and Amended Right of Re-Entry Agreement and has approved it as to form.

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 approval and execution of the Release of Right of Re-Entry Agreement and Amended Right of Re-Entry Agreement by the Mayor and City Administrator; subject to City Attorney review.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 10th day of February, 2026.

Mayor

ATTEST:

City Clerk

Exhibit A

Lots 1 through 10, Block 1, Lots 1 through 6, Block 2, Lots 1 through 9, Block 3, Lots 1 through 6, Block 4, Lots 1 through 9, Block 5, and Outlots A, B and C, COTTAGES AT THE COR

Located in Anoka County, Minnesota; the “Property”

[Reserved for Recording Data]

RELEASE OF RIGHT OF RE-ENTRY AGREEMENT AND AMENDED RIGHT OF RE-ENTRY AGREEMENT

This Release of Right of Re-Entry (this "**Release**") is made as of February ___, 2026, by and between Centra North, LLC, a Minnesota limited liability company ("**Centra**") and the CITY OF RAMSEY, a Minnesota municipal corporation (the "**City**").

Recitals

A. Centra and the City are parties to that certain Right of Re-Entry Agreement dated November 28, 2018 and recorded with the Anoka County Recorder / Registrar's Office as Doc. No. 2215051.007 (the "**Right of Re-Entry Agreement**").

B. Centra and the City are parties to that certain Amended Right of Re-Entry Agreement dated July 23, 2019 and recorded with the Anoka County Recorder / Registrar's Office as Doc. No. 2233729.001 (the "Amended Right of Re-Entry Agreement").

C. Centra has satisfied its requirement to obtain 15 Certificates of Occupancy and Centra and City desire to release all parcels from all requirements of the Right of Re-Entry Agreement and Amended Right of Re-Entry Agreement, or title legally described as:

Lots 1 through 10, Block 1, Lots 1 through 6, Block 2, Lots 1 through 9, Block 3, Lots 1 through 6, Block 4, Lots 1 through 9, Block 5, and Outlots A, B and C, COTTAGES AT THE COR

Located in Anoka County, Minnesota;

the "Property" (as defined Right of Re-Entry Agreement and Amended Right of Re-Entry Agreement).

NOW, THEREFORE, in consideration of the Recitals, the City of Ramsey hereby releases Centra and its successors or assigns the City approves:

1. **Release of Right of Re-Entry Agreement**. Any and all rights of the City to (i) re-enter the Property and take physical possession thereof or (ii) seek or obtain restoration of title to the Property, or any portion thereof, in the name of the City, as set forth in Section 4 and the ability to impose a $20,000 penalty against the Property as set forth in Section 3 of Right of Re-Entry Agreement filed as Document Number 2215051.007 in the Office of the Anoka County Recorder / Registrar is hereby terminated and released of record in all respects, effective immediately.

2. **Release of Amended Right of Re-Entry Agreement**. Any and all rights of the City to (i) re-enter the Property and take physical possession thereof or (ii) seek or obtain restoration of title to the Property, or any portion thereof, in the name of the City, as set forth in Section 4 and the ability to impose a $20,000 penalty against the Property as set forth in Section 3 of Right of Re-Entry Agreement filed as Document Number 2233729.001 in the Office of the Anoka County Recorder / Registrar is hereby terminated and released of record in all respects, effective immediately.

IN WITNESS WHEREOF, the City has caused their respective duly authorized representatives to execute this Release of Right of Re-Entry Agreement and Amended Right of Re-Entry Agreement as of the day and year first above written.

(Signature pages follow)

CITY OF RAMSEY:

By: _____
Ryan Heineman, Mayor

By: _____
Brian Hagen, City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF ANOKA)

The foregoing instrument was acknowledged before me on February ___, 2026, by Ryan Heineman, Mayor of the City of Ramsey and Brian Hagen, City Administrator of the City of Ramsey, a Minnesota municipal corporation, on behalf of such entity.

_____
Notary Public

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

Record ID 4221808

2233729.001

[Reserved for Recording Data]

AMENDED RIGHT OF RE-ENTRY AGREEMENT

This Amended Right of Re-entry Agreement is entered into on July 23, 2019, by and between the **City of Ramsey**, a Minnesota municipal corporation ("Seller"), and **Centra North, LLC**, a Minnesota Limited Liability Company ("Buyer").

Recitals

A. On November 28, 2018, Seller conveyed title of the following Property to Buyer:

Lots 1 through 10, Block 1, Lots 1 through 6, Block 2, Lots 1 through 9, Block 3, Lots 1 through 6, Block 4, Lots 1 through 9, Block 5, and Outlots A, B and C, COTTAGES AT THE COR

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

C. As indicated in the Purchase Agreement between the City of Ramsey and Centra Homes LLC, dated February 13, 2018, Section 29, it is the intent of the parties to create and set forth a right to impose a penalty or a right of re-entry in favor of Seller in the event Buyer fails to satisfy the Conditions.

D. Buyer requested a 90-day extension to obtain the certificates of occupancy for the first five homes.

Agreement

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

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

    a. Buyer must obtain certificates of occupancy for the construction of fifteen (15) single family homes pursuant to the following schedule:

        Construction Deadline Schedule:
        Five (5) certificates of occupancy by December 31, 2019
        Five (5) certificates of occupancy by October 1, 2020
        Five (5) certificates of occupancy by October 1, 2021

    Once a certificate of occupancy is issued for a lot comprising part of the Property, the Right of Re-Entry shall automatically be released by the Seller as to such lot.

    b. For each year depicted within the Construction Deadline Schedule, three (3) of the five (5) certificates of occupancy shall be for lots located immediately adjacent to, and fronting, either Ramsey Boulevard or Bunker Lake Boulevard.

3. Seller may impose a separate penalty of $20,000.00 against the Property if the certificate of occupancy is not obtained, for each of the 15 single family homes, pursuant to the deadline set forth above. The penalty is due upon written notice to Buyer from Seller of the failure to satisfy a contingency. In the event the penalty is not paid within 30 days of receipt of the notice, Seller may, but is not required to, certify the penalty to Anoka County as an assessment against the Property. Buyer waives any and all rights under Minnesota Statutes, chapter 429, and any other applicable law, including any right to notice of hearing and hearing, the right to object, and the right to appeal the assessment. Buyer further waives any requirements of the City Charter that may apply to said assessment.

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

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

    a. Trunk and lateral sanitary sewer.
    b. Trunk and lateral water main.
    c. Storm drainage facilities (when specified).

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

(the "Stage I Improvements").

5. Upon satisfaction of the terms set forth in Section 4 above, the right of re-entry only set forth in Section 4 herein shall be released in a recordable writing executed by the Seller's Mayor and City Administrator.

6. This document constitutes the entire Right of Re-entry Agreement between the parties. Any modifications or amendments to this Agreement must be in writing and signed by both parties.

7. This Amended Right of Re-entry Agreement supersedes the Right of Re-entry Agreement dated November 28, 2018, and recorded with the Anoka County Recorder as document number 2215051.007.

CITY OF RAMSEY

By: _____
John LeTourneau, Mayor

By: _____
Kurtis G. Ulrich, City Administrator

This instrument was acknowledged before me on July 29, 2019, by John LeTourneau and Kurtis G. Ulrich as Mayor and City Administrator, respectively, of the City of Ramsey, Minnesota.

_____
Notary Public

SEAN M. SULLIVAN
Notary Public-Minnesota
My Commission Expires Jan 31, 2020

BUYER: Centra North, LLC, a Minnesota Limited Liability Company.

By: _____
Dale Wills, Managing Member

This instrument was acknowledged before me on July 29th, 2019, by Dale Wills, Managing Member of Centra North, LLC.

TATE JORDAN BAXTER
Notary Public
State of Minnesota
My Commission Expires
January 31, 2022

_____
Notary Public

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

ANOKA COUNTY MINNESOTA

Document No.: 2233729.001 ABSTRACT

I hereby certify that the within instrument was filed in this office for record on: 07/31/2019 11:59:00 AM

Fees/Taxes In the Amount of $46.00

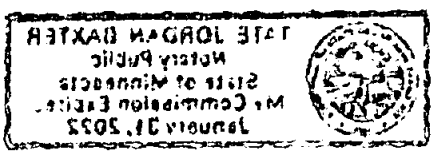
JONELL M. SAWYER

Anoka County Property Tax

Administrator/Recorder/Registrar of Titles

AMS, Deputy

Record ID: 4221808



Record ID 4164836

2215051.007

[Reserved for Recording Data]

RIGHT OF RE-ENTRY AGREEMENT

This Right of Re-entry Agreement is entered into on November 28, 2018, by and between the **City of Ramsey**, a Minnesota municipal corporation ("Seller"), and **Centra North, LLC**, a Minnesota Limited Liability Company ("Buyer").

Recitals

A. On November 28, 2018, Seller conveyed title of the following Property to Buyer:

Lots 1 through 10, Block 1, Lots 1 through 6, Block 2, Lots 1 through 9, Block 3, Lots 1 through 6, Block 4, Lots 1 through 9, Block 5, and Outlots A, B and C, COTTAGES AT THE COR

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

C. As indicated in the Purchase Agreement between the City of Ramsey and Centra Homes LLC, dated February 13, 2018, Section 29, it is the intent of the parties to create and set forth a right to impose a penalty or a right of re-entry in favor of Seller in the event Buyer fails to satisfy the Conditions.

Agreement

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

2. Seller shall have the right, but not the obligation, to either impose a penalty against the Property pursuant to Paragraph 3, or to re-enter and take possession of the

RETURN TO: 569198
LAND TITLE, INC.

Property pursuant to Paragraph 4, in the event that any of the following Conditions are not satisfied by Buyer:

a. Buyer must obtain certificates of occupancy for the construction of fifteen (15) single family homes pursuant to the following schedule:

Construction Deadline Schedule:
Five (5) certificates of occupancy by October 1, 2019
Five (5) certificates of occupancy by October 1, 2020
Five (5) certificates of occupancy by October 1, 2021

Once a certificate of occupancy is issued for a lot comprising part of the Property, the Right of Re-Entry shall automatically be released by the Seller as to such lot.

b. For each year depicted within the Construction Deadline Schedule, three (3) of the five (5) certificates of occupancy shall be for lots located immediately adjacent to, and fronting, either Ramsey Boulevard or Bunker Lake Boulevard.

3. Seller may impose a separate penalty of $20,000.00 against the Property if the certificate of occupancy is not obtained, for each of the 15 single family homes, pursuant to the deadline set forth above. The penalty is due upon written notice to Buyer from Seller of the failure to satisfy a contingency. In the event the penalty is not paid within 30 days of receipt of the notice, Seller may, but is not required to, certify the penalty to Anoka County as an assessment against the Property. Buyer waives any and all rights under Minnesota Statutes, chapter 429, and any other applicable law, including any right to notice of hearing and hearing, the right to object, and the right to appeal the assessment. Buyer further waives any requirements of the City Charter that may apply to said assessment.

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

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

a. Trunk and lateral sanitary sewer.
b. Trunk and lateral water main.
c. Storm drainage facilities (when specified).
d. Stormwater maintenance through 90 percent buildout.
e. Streets (excluding the final bituminous lift)

f. Concrete curb and gutter (urban).
g. Street traffic control signals.
h. Lot grading.
i. Trail development.
j. Sidewalks.
k. Electricity (within one-fourth mile).
l. Phone (within one-fourth mile).
m. Natural gas (within one-fourth mile).
n. Boulevard sodding.
o. Water shut off boxes.
p. Landscaping

(the "Stage I Improvements").

5. Upon satisfaction of the terms set forth in Section 4 above, the right of re-entry only set forth in Section 4 herein shall be released in a recordable writing executed by the Seller's Mayor and City Administrator.

6. This document constitutes the entire Right of Re-entry Agreement between the parties. Any modifications or amendments to this Agreement must be in writing and signed by both parties.

CITY OF RAMSEY

By: _____
John LeTourneau, Mayor

By: _____
Kurtis G. Ulrich, City Administrator

This instrument was acknowledged before me on November 27th, 2018, by John LeTourneau and Kurtis G. Ulrich as Mayor and City Administrator, respectively, of the City of Ramsey, Minnesota.

_____
Notary Public

SEAN M. SULLIVAN
Notary Public-Minnesota
My Commission Expires Jan 31, 2020

BUYER: Centra North, LLC, a Minnesota Limited Liability Company.

By: _____
Dale Wills, Managing Member

This instrument was acknowledged before me on November 28, 2018, by Dale Wills, Managing Member of Centra North, LLC.

_____
Notary Public

AMY N. CHRISTIANSON
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2020

This instrument drafted by:
Ratwik, Roszak & Maloney, P.A.
730 Second Ave. S., Suite 300
Minneapolis, MN 55402
(612) 339-0060
(JJL)

ANOKA COUNTY MINNESOTA

Document No.: 2215051.007 ABSTRACT

I hereby certify that the within instrument was filed in this office for record on: 11/29/2018 11:17:00 AM

Fees/Taxes In the Amount of $46.00

JONELL M. SAWYER

Anoka County Property Tax Administrator/Recorder/Registrar of Titles

JMD, Deputy

Record ID: 4164836

CC Regular Session

Meeting Date: 02/10/2026

Primary Strategic Plan Initiative: Promote economic growth and development.

Title:

Adopt Resolution 26-046 Approving Minnesota Department of Natural Resources Water Crossing License No. UWAT014269

Purpose/Background:

Purpose:

The purpose of this case is to approve Minnesota Department of Natural Resources (MnDNR) Water Crossing License No. UWAT014269 permitting the Contractor for the Trott Brook Crossing 3rd Addition residential development to directionally drill a 12-inch diameter municipal trunk watermain under Trott Brook, and permitting the city to operate and maintain said trunk watermain for a period of 50-years, the life of the agreement.

Background:

Attached is a copy of MnDNR Water Crossing License No. UWAT014269, as well as the supporting maps and plans. Also, attached is a copy of the payment confirmation for the license application fee staff was required to pay last summer to allow the DNR to prepare the attached license for execution.

Funding Source:

Besides the original application fee of $2,250, a license administration fee of $237 is required, all of which were/will be paid through the Water Fund.

Recommendation:

Staff recommends adopting Resolution #26-046 approving MnDNR Water Crossing License No. UWAT014269 due to the benefits the city will receive from extending its municipal water supply system further north along CSAH 5/Nowthen Boulevard to provide a looped water supply system for the Trott Brook Crossing residential development, and to allow for new municipal water supply system users in the future.

Outcome/Action:

Adopt Resolution #26-046 approving MnDNR Water Crossing License No. UWAT014269.

Attachments

DNR License UWAT014269

Maps and Plans

License Application

License Payment Confirmation

Resolution 26-046

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	02/05/2026 03:25 PM
Form Started By: Bruce Westby		Started On: 01/26/2026 01:49 PM
Final Approval Date: 02/05/2026		

MINNESOTA DEPARTMENT
OF NATURAL RESOURCES

LICENSE NUMBER UWAT014269
COMPANY PROJECT NO: Trott Brook Crossing 3rd Addition

LICENSE FOR UTILITY TO CROSS PUBLIC WATERS

This license is issued by the State of Minnesota, acting by and through its commissioner of natural resources, and hereafter called the "State", under authority and subject to Minnesota Statutes, section 84.415, and Minnesota Rules Chapter 6135 and other applicable law, to the Licensee as named and for the fee and term as specified below.

Name and Address of Licensee: City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

License Fee: Two hundred thirty-seven and NO/100 Dollars ($237.00)

Term (years): 50 Years

Effective Date: December 15, 2025

Expiration Date: December 14, 2075

Purpose of License: Construction, maintenance and operation of a liquids pipeline under water under the covenants and agreements of the Licensee to use the following described waters:

That part of the following descriptions as shown on the attached application and map, all of which are made a part hereof by reference.

Trott Brook in NE ¼ NW ¼ in Section 10, Township 32 North, Range 25 West, in Anoka County

This license is granted subject to the following provisions:

1. **Use of premises.**
   A. This license is subject to the provisions of Minnesota Statutes, section 84.415 and Minnesota Rules Chapter 6135. All standards of Chapter 6135 are incorporated as terms and conditions of this license, except such variations as are identified and approved by the State in the license applications, plans and specifications which are attached and made part of the terms and conditions of this license. The Licensee is bound by the crossing location and installation method as detailed in the application and approved by the State. The Licensee shall not deviate from the terms and conditions of this license or the application as approved by the State unless it has first obtained written permission from the State.
   B. When the installation occurs more than six months after the issuance of the license, the Licensee shall contact the State 20 days prior to installation.
   C. No merchantable timber shall be cut, used, removed or destroyed without first paying the State the timber value in the sum stated above as determined by the State. Slash material on state water crossings must be disposed of within 30 days of clearing activities.
   D. For overhead crossings of state waters, lines shall have a minimum clearance of 25 feet above the water, unless otherwise approved by the State.
   E. When directed by the State as a condition of the license, flight diverters shall be placed on overhead utility lines.
   F. Any cable or conduit located at a shoreline shall be sufficiently buried so that it does not become exposed.
   G. When directed by the State as a condition of the license, underwater crossings shall be marked by permanent signs on the banks at the points where the line enters and leaves the public waters.
   H. To protect fish spawning activities, the State may prohibit work in the public water or within a specified distance of the public water during the spawning season.

2. **State's rights and reservations.** The use of these waters by the Licensee in constructing or maintaining the lines for which this license is granted shall be subject to the use, sale, or leasing for mineral or other legal purposes. The

Licensee will not cause any unnecessary hindrance to the activities of the State and shall allow access across the license area by the State when needed.

3. **Erosion and Revegetation.**
   A. Erosion control measures shall be adequately designed for site characteristics. They shall be installed prior to commencement of construction and maintained for as long as needed. All erosion control measures installed next to a water body shall run parallel to the contours.
   B. All disturbed areas shall be restored to original contours and elevations and stabilized as soon as possible following construction. Areas of subsidence and crowning shall be repaired. Topsoil shall be reserved on site and used to re-dress disturbed areas.
   C. All disturbed areas shall be revegetated using state approved seed mixes. All seed and plant materials shall be certified weed-free. Weed-free straw or hay shall be used for mulching and erosion control. Native species plants should be used, whenever possible, to revegetate disturbed areas. This revegetation should occur as early in the season as possible to permit adequate regrowth.
   D. The Licensee shall monitor revegetation at state water crossings until the site is stabilized and the vegetation is self-sustaining. Where severe or repeated damage is occurring or where measures have not been successful, preventative and corrective actions shall be taken by the Licensee, including construction of appropriate barriers, installation of warning signs, and other methods in consultation with the State.
   E. The Licensee shall routinely inspect for erosion that may develop during the term of the license. Areas of erosion shall be stabilized by the Licensee.
   F. If a disturbed area cannot be stabilized with vegetation before September 15 in the year that the utility was installed, the Licensee shall submit a written site stabilization plan to the State for approval. This plan shall describe erosion control, mulching, dormant seeding and monitoring. Seeding shall occur as soon as soil conditions are suitable.
   G. Excavated materials shall not be deposited or stored alongside public water in a manner where the materials can be redeposited into the public water by reasonably expected high water or storm run-off.

4. **Herbicides and Pesticides.**
   A. The Licensee must request and obtain written permission to apply herbicides or pesticides to state waters from the State prior to treatment. This request shall consist of (1) a map identifying proposed treatment areas and (2) a description of the proposed treatment plan, including target species, herbicide or pesticide name, rate of application, a description of application method, and beginning and end dates. All applications must be according to label regulations and as otherwise specified by the State. The Licensee shall not apply pesticides that are restricted for use on certified state forest land administered by the State.
   B. The Licensee must submit annual reports detailing herbicide or pesticide application on areas covered under the license. The report must include the dates, acres, location expressed as quarter-quarter section, township and range, herbicide or pesticide used, target species, and such other information as may be reasonably required by the State for the purpose of verifying herbicide or pesticide use.
   C. The Licensee shall post all places commonly used by the public for access along the utility corridors treated with herbicides or pesticides.

5. **Invasive Species.**
   A. The Licensee shall inspect all state water crossings for the presence of invasive species and noxious weeds prior to commencing clearing activities and take action to prevent their spread. For installation of the utility line, the State will identify on a map the known infested sites to be avoided. For maintenance and operation, the Licensee is responsible for obtaining updated information on known infested sites.
   B. If the State or the Licensee discover additional invasive species infestation areas on state water crossings during construction, the Licensee shall immediately take action to prevent spread from the newly discovered infested area and then consult with the State on a resolution.
   C. The Licensee shall prevent invasive species from entering into or spreading within state water crossing by cleaning equipment and clothing prior to arriving at the license area. The Licensee shall legally dispose of material cleaned from equipment and clothing at a location offsite and the materials must be secured prior to transport to avoid dispersal.
   D. Whenever possible, parking, staging areas and travel routes shall not be within known infested sites. Where there are multiple state water crossings and at least one contains invasive species, the Licensee shall to the extent practicable start work at the site with the fewest number of invasive plants, leaving the most heavily

infested sites to last. The Licensee shall make every effort to schedule operations and site visits to avoid the spread of weed seed.

E. The Licensee shall continue to control invasive species on state water crossings for the terms of the license using methods approved by the State.

6. **Crossing of State Trail.**
   A. The location of any crossing of a state trail must be approved in advance by the State. The State may provide written instructions as to specific construction standards to be followed for the crossing of the state trail.
   B. Utility installation and maintenance activities shall be conducted in a manner so as to minimize disturbance of state trail use and to separate the public from work areas. The Licensee must provide signs to warn state trail users of construction hazards.
   C. The Licensee is responsible for repairing any damage to the state trail in a manner satisfactory to the State.
   D. For maintenance and operations, prior approval must be obtained from the State for the cutting or trimming of trees within the state trail right-of-way.
   E. The Licensee may not close the state trail right-of-way without the prior written approval of the State.

7. **Maintenance, operations and repairs.**
   A. The Licensee must keep the premises in a neat and orderly condition, and shall remove all refuse and debris that may accumulate thereon.
   B. After initial installation, no merchantable timber shall be cut, used, removed or destroyed by the Licensee without first contacting the State at least 60 days in advance to determine if a timber payment is needed. Slash material on state water crossings must be disposed of within 30 days of maintenance activities.
   C. Emergency repairs and replacements may be made without prior notification to the State by the Licensee according to conditions and standards prescribed by Minnesota Rules, Chapter 6135 and the method of installation identified in this license. The Licensee shall notify the State of this activity as soon as practicable.
   D. The Licensee shall employ appropriate erosion and sedimentation measures at the site during any emergency repairs. The State must approve plans for restoration of the site after the emergency repairs are conducted.
   E. Other than the herbicide or pesticide application reporting as provided in paragraph 4, the Licensee shall notify the State of the extent and method of any routine maintenance and the proposed schedule. The notification must be in writing and must be provided either annually or at least 20 days prior to commencing any routine maintenance work on state water crossings subject to this license. The Licensee shall include a specific description of the proposed maintenance activities including location, clearing methods, erosion and sedimentation control measures, removal of merchantable timber, revegetation plans, and plans for preventing the spread of invasive species. The Licensee may commence any routine maintenance work unless notified to the contrary by the State within 20 days after the State's receipt of the maintenance plan. The State may require the Licensee to adjust its maintenance plans due to natural resource management concerns.

8. **State inspection.** The project hereunder shall at all times during and after construction be subject to inspection by the State and for that purpose the Licensee shall grant access to the premises at all reasonable times.

9. **Compliance with laws.** The Licensee shall comply with all federal, state and local laws and regulations, including municipal ordinances, affecting said lands or the area in which they are situated.

10. **Taxes and assessments.** The Licensee will pay when due all taxes and assessments levied against said waters or any improvements owned, used, or controlled by the Licensee, provided that the taxes or assessments are imposed due to this license.

11. **Enforcement.** No delay by the State in enforcing any of the conditions of this license shall operate as a waiver of any of its rights.

12. **Liability.** This license is permissive only. No liability shall be imposed upon or incurred by the State of Minnesota or any of its officers, agents, or employees, officially or personally, on account of the granting of the license or on account of any damage to any person or property resulting from any act or omission of the Licensee or any of its agents, employees, or contractors relating to any license matter. This license shall not be construed as estopping or limiting any legal claims or right of action of any person against the Licensee, its agents, employees, or contractors for any damage or injury resulting from any such act or omission, or as estopping or limiting any legal claim or right of action of the State against the Licensee, its agents, employees, or contractors, for violation of or failure to comply with the provisions of the license or applicable provisions of law. The Licensee shall indemnify and hold

harmless the State from all claims arising out of the Licensee's use of the above described lands whether such claims are asserted by civil action or otherwise.

13. **Termination and cancellation.**
    A. At the end of the license period and if both parties wish to renew, the renewal fee will be determined by the State.
    B. This license shall be cancelable upon reasonable notice by the State for violation of any of its terms, or if at any time its continuance will conflict with a public use of the land over or upon which it is granted, or for any other reason. Licensee shall ensure that Licensee's employees, agents and contractors have received and thoroughly understand all conditions of this license.
    C. Unless otherwise authorized by the State, upon the surrender, expiration or cancellation of this license, the Licensee shall remove from the above described lands all the utility lines and related structures owned by it. If Licensee does not remove such lines or related structures, all such lines or structures remaining shall become the property of the State, to be used or disposed of as the State elects. If the State requires the Licensee to remove utility lines and related structures and Licensee fails to do so, the Licensee agrees to pay the State for the costs of removing and disposing of such lines or structures.

14. **Assignment or transfer.** The Licensee shall not without the State's prior written consent: a) assign, convey or otherwise transfer this license or any interest under it; b) sublet the license corridor or any part thereof; or c) permit the use or occupancy of the license corridor or any part thereof by anyone other than the Licensee. This license shall extend to, and bind the successors, heirs, legal representatives and assigns of the Licensee, if any. The State may require a party who has requested to sublet, use or occupy the license corridor to obtain a separate license from the State prior to occupying or using the license corridor.

15. **Reports.** The Licensee must submit reports on herbicide and pesticide use as provided in paragraph 4 and maintenance and repair work as provided in paragraph 7.

16. **Contacts.** The contact for the State is the Regional Lands and Minerals Manager, who is at the time of license issuance Joe Rokala at 218-328-8923. Any questions about this license shall be directed to the Regional Lands and Minerals Manager. The Regional Lands and Minerals Manager may direct the Licensee to contact additional State staff for reviews and approvals.

17. **Special provisions.** This license is subject to the SPECIAL PROVISIONS.
    A. **Threatened Species.** State-listed Threatened species Blanding's turtle (Emydoidea blandingii) have been observed or documented in the vicinity of Crossing 1. Minnesota's endangered species law (Minnesota Statutes, section 84.0895) and associated rules (Minnesota Rules, part 6212.1800 to 6212.2300 and 6134) prohibit the Licensee from the taking of threatened or endangered species without a permit. Licensee shall avoid disturbance of the species.
    B. **Special Concern Species.** State-listed special concern species, St. Lawrence Grapefern (Sceptridium rugulosum), have been found in the vicinity of Crossing 1. Licensee shall avoid disturbance of the species.
    C. **Bionetting and Erosion Control.** Due to entanglement issues with small animals, use of erosion control blankets shall be limited to "bionetting" or "natural-netting" types that do not contain plastic mesh or other plastic components. Any hydro-mulch or other products used on site must be free of plastic fibers which can drain into public waters. Licensee must incorporate vegetative grout with any installed rip rap. Licensee shall not use any products that require UV light to degrade (also called photodegradable), as these products do not properly degrade when covered or shaded. Licensee shall not leave erodible surfaces exposed for greater than one day. Any backfill placed below the Ordinary High Water Level must be clean granular material free of fines, silts, soils, and mud.
    D. **Permits Required**. Per Section 9 of the License, Licensee will be required to obtain a DNR Water Appropriation Permit if Licensee's actions include appropriating water that exceeds an amount of 10,000 gallons in one day or one million gallons of water in one year.

ACCEPTED AND ACKNOWLEDGED

CITY OF RAMSEY
Licensee

By _____

Name _____

Title _____

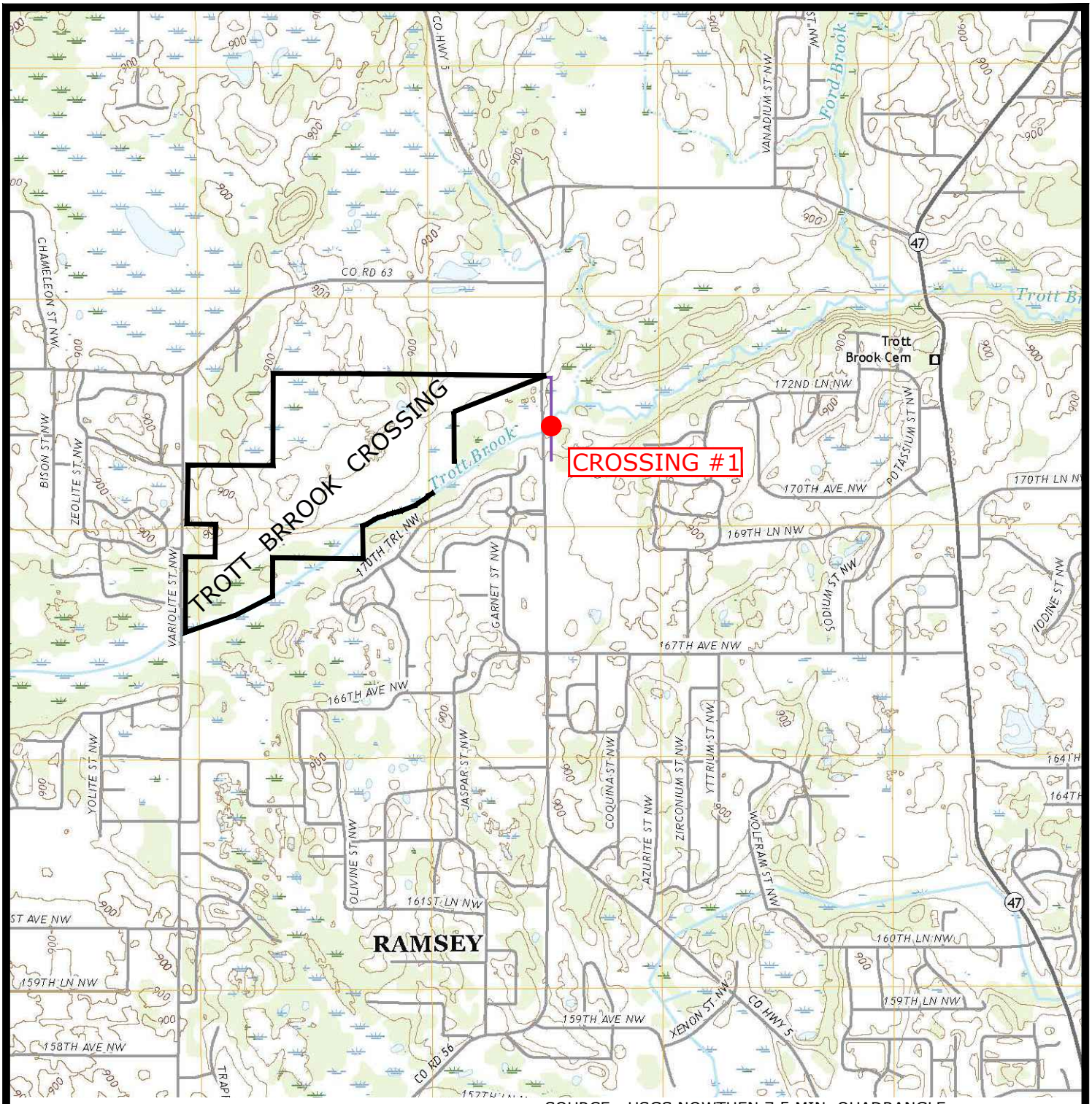
Date _____

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By _____
Regional Manager
Lands and Minerals Division

Date _____

Form approved by Lands and Minerals Division, DNR, March 5, 2015.



SOURCE: USGS NOWTHEN 7.5 MIN. QUADRANGLE

KEY

DENOTES ENTIRE WM ROUTE TO SITE

DENOTES WATER CROSSING LOCATION

N

0 500 1000 2000

NOTE: CROSSING #1 IS THE ONLY WATER CROSSING FOR THE ENTIRE PROJECT

CARLSON ENGINEERING
ENGINEERING \ SURVEYING \ PLANNING

TROTT BROOK CROSSING
Ramsey, MN

FIGURE 1
DNR WATER CROSSING
FULL ROUTE MAP

Save Date: 08/02/25 f:\jobs\9461 - 9480\9461 - trott brook\cad c3d\engineering\exhibits\dnr crossing exhibit.dwg

#9461

TROTT BROOK

WATER MAIN CROSSES BELOW 81" DIAMETER CULVERT (6.75' WIDTH)

NOWTHEN BLVD NW (C.S.A.H. 5)

40' = CENTERLINE OF ROAD TO UTILITY

50' = CENTERLINE OF ROAD TO ROADWAY EASEMENT

120' ROADWAY EASEMENT

EXISTING 81" DIA. RCP CULVERT

KEY

DENOTES EXISTING ROADWAY EASEMENT

DENOTES EXISTING CULVERT

DENOTES PROPOSED WATER MAIN ROUTE

N

0 100 200 400

CROSSING #1

NOTE: CROSSING #1 IS THE ONLY WATER CROSSING FOR THE ENTIRE PROJECT

CARLSON ENGINEERING
ENGINEERING
SURVEYING
PLANNING

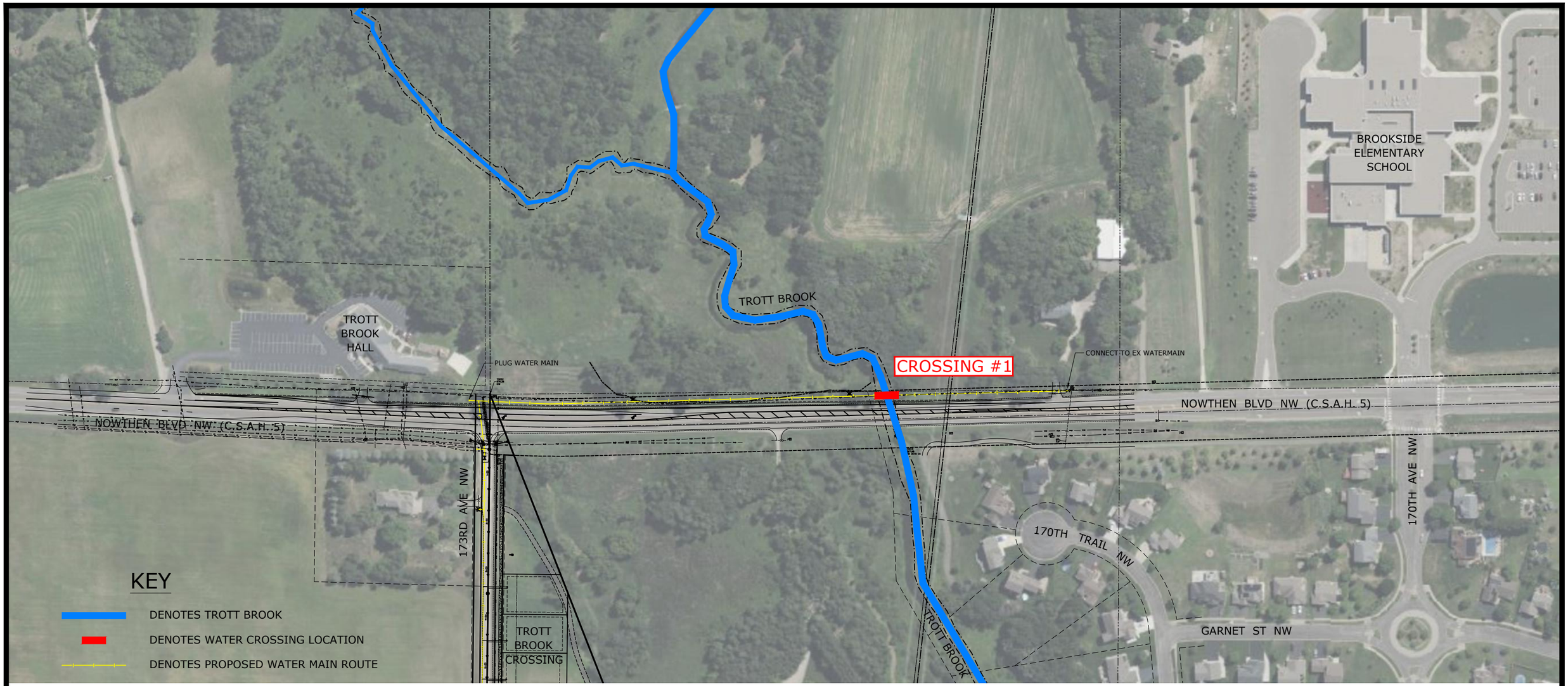
3890 PHEASANT RIDGE DR NE
SUITE 100
BLAINE, MN 55449
TEL 763.489.7900
FAX 763.489.7959
CARLSON-ENGINEERING.COM

NOTES:

CITY OF RAMSEY
7550 Sunwood Drive NW
Ramsey, MN 55303

TROTT BROOK CROSSING
Ramsey, Minnesota

FIGURE 3
DNR WATER CROSSING
ZOOMED-IN VIEW MAP



NOTE: CROSSING #1 IS THE ONLY WATER CROSSING FOR THE ENTIRE PROJECT

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CARLSON-ENGINEERING.COM

NOTES:

CITY OF RAMSEY
7550 Sunwood Drive NW
Ramsey, MN 55303

TROTT BROOK CROSSING
Ramsey, Minnesota

FIGURE 2
DNR WATER CROSSING CLOSER VIEW MAP

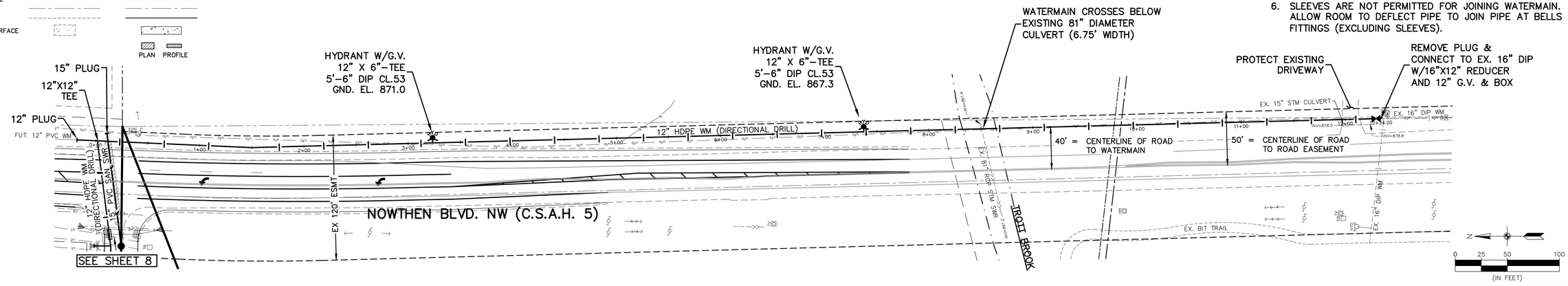
LEGEND

	EXISTING	PROPOSED
SANITARY MANHOLE	SAN	
FIRE HYDRANT	HYD	
GATE VALVE	GV	
CATCH BASIN	or	or
FLARED END SECTION	FES	
STORM MANHOLE	STMH	
SERVICE	SRV	
WATERMAIN		
SANITARY SEWER		
FORCEMAIN	FM FM	FM
STORM SEWER		
PROPERTY LINE		
SETBACK LINE		
CURB		
CONCRETE SURFACE		
INSULATION		

PLAN PROFILE

GENERAL NOTES:

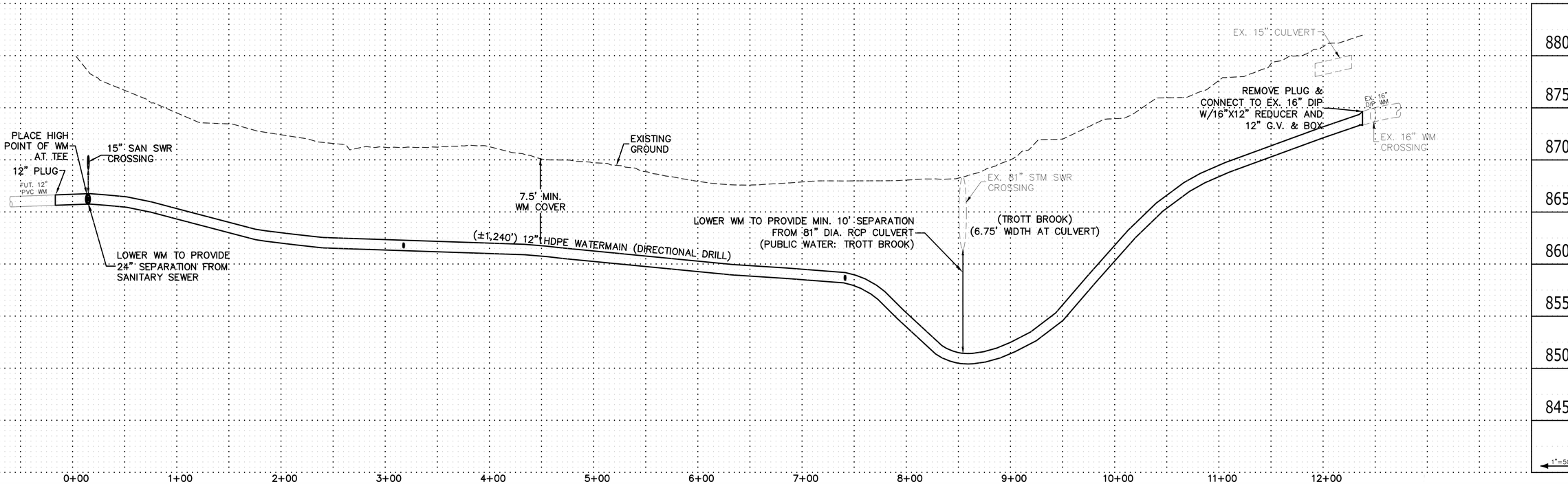
1. SANITARY SEWER SERVICES SHALL BE 4" PVC SDR 26 UNLESS OTHERWISE NOTED.
2. WATER SERVICES SHALL BE 1" DIA. HDPE WITH 7.5' MINIMUM COVER.
3. SANITARY SEWER SERVICE WYES (OR APPROVED DIP TEES) ARE STATIONED FROM THE DOWN STREAM MANHOLE.
4. SANITARY SEWER INVERTS ARE SHOWN AT THE CURB STOP.
5. SANITARY SEWER & WATER SERVICES SHALL BE CONSTRUCTED TO THE R/W WHERE THERE IS NO SIDEWALK, AND 10' BEYOND THE R/W WHERE THERE IS SIDEWALK.
6. SLEEVES ARE NOT PERMITTED FOR JOINING WATERMAIN. ALLOW ROOM TO DEFLECT PIPE TO JOIN PIPE AT BELLS OR FITTINGS (EXCLUDING SLEEVES).



0 25 50 100
(IN FEET)

BENCHMARKS

1. Anoka County Benchmark No. 3077 – Elevation 901.84 ft. (NAVD88)
2. Anoka County Benchmark No. 3078 – Elevation 867.97 ft. (NAVD88)



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BLAINE, MN 55449
TEL 763.489.7900
FAX 763.489.7959
CARLSON-ENGINEERING.COM

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

Print Name: Brian J. Krystofiak, P.E.
Signature:
Date: 4/28/25 License #: 25063

Drawn: NJP
Designed: BJK
Date: 4/28/25

Revisions:
1. 6/6/25 per City Comments
2. 6/24/25 per City Comments
3. 8/2/25 per DNR Comments
4. 8/4/25 per DNR Comments
5. 10/29/25 per DNR Comments

TWIN CITIES LAND DEVELOPMENT
4800 Olson Memorial Highway, Suite 100
Golden Valley, Minnesota 55422

TROTT BROOK CROSSING 3RD ADDITION
Ramsey, Minnesota

SANITARY SEWER & WATER MAIN

9 of 27

Save Date: 10/29/25 | F:\jobs\9461 - 9480\9461 - trott brook\cad c3d\engineering\final plans\utility\3rd addition\9461_sanitary.dwg

#9461

UWAT014269

Application for Utility License to Cross State Lands or Public Waters

The Applicant, pursuant to Minnesota Statutes section 84.415 and Minnesota Rules chapter 6135, applies for a license to cross state lands or public waters as described below and in the maps, plans, specifications, and other supporting data submitted with this application.

Application Number: ULA250533

Applicant

Name:
City of Ramsey

Address:
7550 Sunwood Drive NW, Ramsey, MN 55303

Contact Person:
Bruce Westby

Email address:
bwestby@cityoframsey.com

Office phone:
(763) 433-9825

Alternate phone:
(763) 433-9863

Agent

Name:
Carlson Engineering

Address:
3890 Pheasant Ridge Drive NE, Suite 100 Blaine, MN, 55449

Contact Person:
Aaron Briski

Email address:
abriski@carlson-engineering.com

Office phone:
(763) 489-7940

Alternate phone:

Utility Type

Utility type:
Pipeline, liquids

Pipeline diameter:
12 inches

Is this application for main pipeline crossing(s) pursuant to Minnesota Statutes section 84.415, subd. 7?:
Yes

License Detail

License term:
50 years

Is this a renewal of an existing license?
No

Is this project funded in whole or in part by a state or federal grant?
No

Project description

Applicant Project Number: **9461_Trott Brook Crossing**
Extending municipal trunk watermain north of Trott Brook.

Land crossings in existing right of way

Pursuant to Minnesota Rules chapter 6135, the license fee for a land crossing may be reduced by 50 percent if an additional crossing is to be placed in an existing right-of-way as if the additional crossing were the original crossing in the right-of-way. This fee reduction applies to the original Applicant or any other Applicant. Does this application include one or more crossing(s) that are within an existing utility license right-of-way?
No

Environmental Review

Has this project been reviewed pursuant to Minnesota Rules chapter 4410, the National Environmental Policy Act (NEPA), a conditional use permit, Natural Heritage Information System (NHIS) Information Request, or other similar reviews?
No

Do the proposed crossings comply with the environmental standards in Minnesota Rules 6135.1100? If no, please provide an explanation of the conflict or discrepancy.
Yes

Joint Application

Is this a joint application for residential use pursuant to Minnesota Statutes section 84.415, subd. 3a?
No

Supporting Documents

Fig. 1 - Full Route Map.pdf
Fig. 2 - Closer View.pdf
Fig. 3 - Crossing #1 - Zoomed in View.pdf
09_San_WM.pdf

Crossings

Number of crossings: 1

#	Public Water Name	Crossing Start	Crossing End	Construction Details
1	M-063-001.5 Trott Brook	Forty: **NENW**	Forty: **NENW**	Crossing Method: **Under** Construction Method: **Boring or Jacking** Right-of-way (ft): Width: **9** Length: **7**

Section: **10**	Section: **10**	Number of lines, cables, conduits, or pipelines: **1**
Township: **32N**	Township: **32N**	
Range: **25W**	Range: **25W**	Calculated length for license fee: **7**
County: **Anoka**	County: **Anoka**	

Certification

This application and the information submitted with this application will become part of the utility license, if issued. Applicant certifies that the information submitted with this application is true and correct. Applicant agrees to comply with the requirements of Minnesota Statutes section 84.415, Minnesota Rules chapter 6135, and the terms and conditions of the license. Applicant acknowledges that no work will take place before receiving the fully executed DNR utility license.

/s/ AARON BRISKI, 08/04/2025 12:42 PM

From: Minnesota DNR
To: Bruce Westby
Subject: Payment Confirmation for MNDNR ULA
Date: Monday, June 9, 2025 4:48:09 PM

EXTERNAL EMAIL ALERT: This email originated from outside the City of Ramsey email system. Unless you recognize the sender and know the content, DO NOT click any links or open attachments..

*** PLEASE DO NOT RESPOND TO THIS EMAIL ***

Thank you for your payment.

This email is to confirm your payment submitted on Jun-09-2025 for MNDNR ULA.

Confirmation Number: LAMULA000001438
Payment Amount: $2,250.00
Scheduled Payment Date: Jun-09-2025
Amount Due: $2,250.00
Reference Number: ULA250533

Payer Name: Bruce Westby
Credit Card Number: *0100
Credit Card Type: MC
Approval Code: JXRGYZ

Merchant: MNDNR Lands and Minerals
Website: https://www.dnr.state.mn.us/lands_minerals/regionalops.html

If you have questions about this payment or need assistance, please contact UtilityLicenseApplication.DNR@state.mn.us.

Thank you for using the Minnesota DNR ULA electronic payment system.

U.S. BANCORP made the following annotations

Electronic Privacy Notice. This e-mail, and any attachments, contains information that is, or may be, covered by electronic communications privacy laws, and is also confidential and proprietary in nature. If you are not the intended recipient, please be advised that you are legally prohibited from retaining, using, copying, distributing, or otherwise disclosing this information in any manner. Instead, please reply to the sender that you have received this communication in error, and then immediately delete it. Thank you in advance for your cooperation.

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

RESOLUTION #26-046

RESOLUTION APPROVING DEPARTMENT OF NATURAL RESOURCES LICENSE NO. UWAT014269

WHEREAS, the City of Ramsey must execute License No. UWAT014269 with the Minnesota Department of Natural Resources before its municipal trunk water supply system can be extended further north by crossing under Trott Brook, a water of the state; and

WHEREAS, the Trott Brook Crossing residential development is proposed to be served with a looped municipal water supply system that will require the extension of municipal trunk watermain along CSAH 5/Nowthen Boulevard and under Trott Brook.

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 directs the City Administrator to execute License No. UWAT014269 with the Minnesota Department of Natural Resources effective December 15, 2025, and expiring December 14, 2075, for and on behalf of the City of Ramsey.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 10th day of February, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session

Meeting Date: 02/10/2026

Primary Strategic Plan Initiative: Connect the community through Parks, Trails and Recreational Programming.

Title:

Adopt Resolution #26-042 Authorizing Contract Amendment with H & U Construction for Improvement Project #25-58, Waterfront Waterplay Park Improvements

Purpose/Background:

The purpose of this case is to approve an amendment to the contract with H + U Construction (previously limited to the *preconstruction management services)* for the Waterfront Waterplay Park Improvements project—with an amendment to the A133-2019 contract for actual construction of the park project as a Construction Manager at Risk (CMAR) with a Guaranteed Maximum Price (GMP) for the water play plaza and associated improvements at The Waterfront.

Considerable background and detail on this project is included in the attached October 28, 2025, City Council case and attachments. Due to file size constraints, attachment #6, the Waterfront Draft Drawings, are not included.

Time Frame/Observations/Alternatives:

As indicated, in October 2025, City Council approved a contract with H & U Construction for preconstruction and bidding services—with that work concluding (on time and under budget) with bids received and organized under a proposed amendment to the contract for a GMP of $3,624,184 for the construction of the park project at The Waterfront.

The Bid Tabulation and all other scope and costs included in the GMP are detailed within the first attachment to this case (this document is also referenced within the Resolution as Exhibit A). Included in the GMP submittal are the recommended owner allowances to be approved for the project that are necessary to complete the construction of the park within the coming months. These are itemized under letter B on page 8 of this first attachment. It can be clarified here that the totals represented by the GMP and the owner allowances may be thought of as a not-to-exceed amount for the project—portions of contingencies or allowances may not be needed in whole or in part, and therefore any monies unspent, would remain in the Park Trust Fund.

Resolution #26-042 authorizes entering into a contract amendment with H & U as a CMAR with a Guaranteed Maximum Price of $3,624,184 for the water play plaza and associated improvements at The Waterfront—together with an owner's allowance of $128,500, all of which shall be funded from the Park Trust Fund for a total project allocation of $3,752,684.

Additional information will be presented during the meeting.

Funding Source:

All construction costs and disbursements that this case discusses, would be funded by the Park Trust Fund.

Recommendation:

Staff recommends adoption of Resolution #26-042, which authorizes full funding of the water play plaza and associated improvements at The Waterfront—for substantial completion and to be open to the public on July 1st, 2026.

Outcome/Action:

Motion to adopt Resolution #26-042 authorizing a contract amendment with H & U Construction for a Guaranteed Maximum Price of $3,624,184 for Improvement Project #25-58, Waterfront Waterplay Park Improvements—together with an owner's allowance from the Park Trust Fund for a total project allocation of $3,752,684.

Attachments

GMP contract amendment w Bid Tab

Resolution #26-042

project imagery

10.28.25 CC case 7.2 wAtts

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	02/05/2026 01:41 PM
Brian Hagen	Brian Hagen	02/05/2026 01:46 PM
Form Started By: Mark Riverblood		Started On: 02/02/2026 10:36 AM
Final Approval Date: 02/05/2026		

Exhibit A to Resolution #26-042

GMP Submittal For

WATERFRONT PARK

Ramsey, MN

February 2, 2026

H+U Construction | 5555 West 78th Street | Suite A | Minneapolis, MN 55439

Phone: 952 941 0075 | Email: info@hu-construction.com | Web: hu-construction.com

Waterfront Park
Ramsey, MN

GMP Amendment Submittal
February 2nd, 2026

INTRODUCTORY COVER LETTER 1

GMP COST EXHIBIT 2

SCHEDULE 3

CLARIFICATIONS & ASSUMPTIONS 4

ALLOWANCES 5

ALTERNATES 6

LIST OF DRAWINGS 7

LIST OF SPECIFICATIONS 8

BID TABULATIONS 9

GMP AMENDMENT 10

February 2, 2026

Mark Riverblood
Parks & Assistant Public Works Director
City of Ramsey
14199 Jasper Street
Ramsey, MN 55303

RE: WATERFRONT PARK
Ramsey, MN

Dear Mr. Riverblood:

H+U Construction is pleased to submit our Guaranteed Maximum Price (GMP) Amendment, dated February 2, 2026 for construction of the Waterfront Park.

H+U proposes to furnish all work for the project per the plans and specifications prepared by Damon Farber and their consultant dated December 18, 2025. The Guaranteed Maximum Price is **THREE MILLION SIX HUNDRED TWENTY-FOUR THOUSAND ONE HUNDRED EIGHTY-FOUR DOLLARS ($3,624,184.00)**

The Guaranteed Maximum Price reflects cost associated with the project's approximate 5-month duration with a substantial completion date and open to the public on July 1, 2026.

Our Guaranteed Maximum Price remains in effect for 30 days from the date of this letter.

We appreciate the opportunity and look forward to working with you on this project. Please let us know if you require additional information or clarifications during your review of this GMP amendment submittal.

Sincerely,
H+U Construction

Joseph A. Uhlhorn
Project Executive

cc.

Andy Hoffmann – H+U

Luke Nelson – H+U

WATERFRONT PARK

PROJECT OWNER: City of Ramsey
PROJECT LOCATION: Ramsey, MN
ARCHITECT: Damon Farber
DATE: 02/02/26
PREPARED BY: H+U Construction

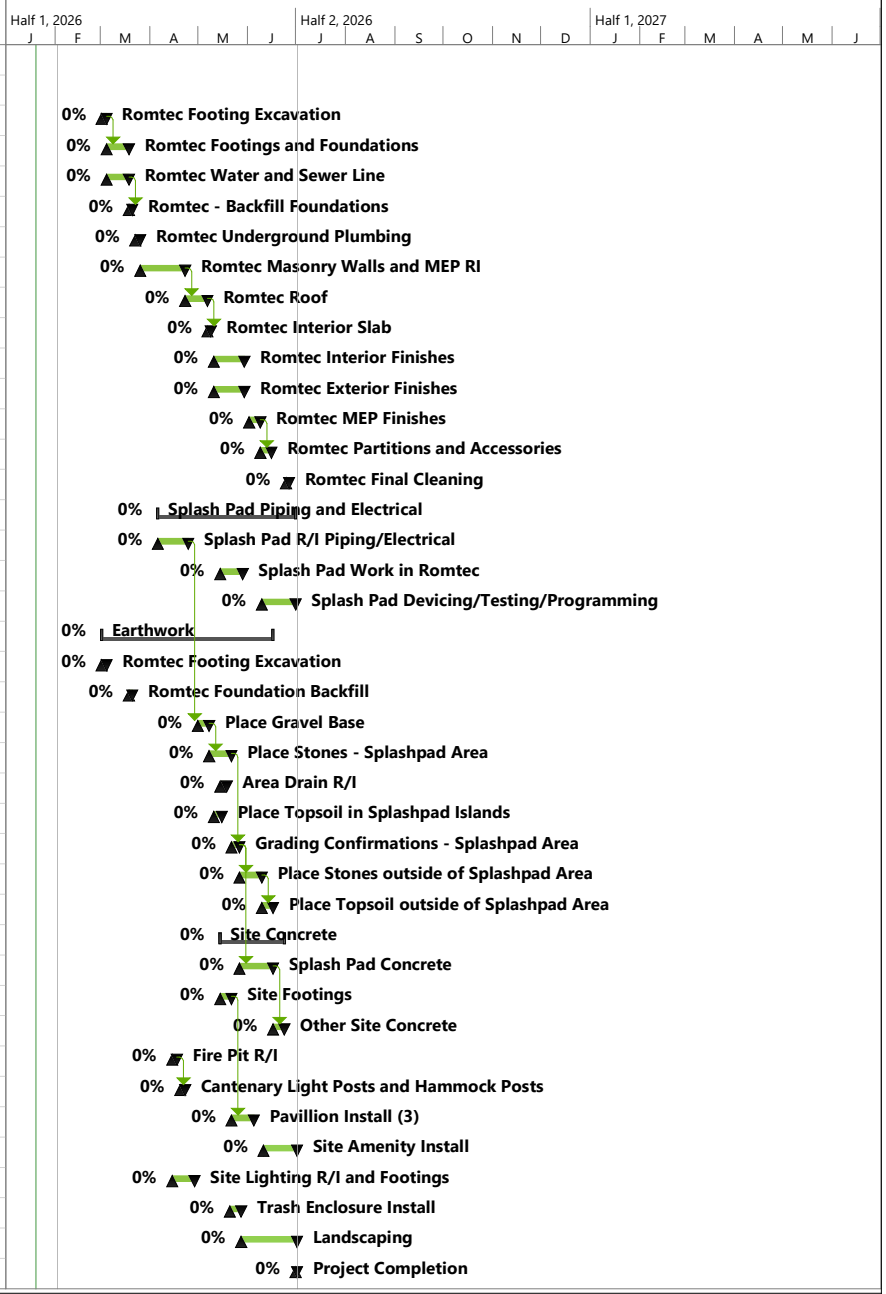
CONTRACT #	CONTRACT DESCRIPTION	APPARENT LOW BIDDER	BASE BID
610	General Construction	**H+U Construction**	$445,232
1315	Splash Pad Piping, Equipment, and Electrical	**Global Specialty Contractors**	$624,375
2200/2300	Plumbing and HVAC	**B&D Mechancial**	$89,745
2600	Electrical	**Erickson Electric Company, Inc.**	$254,900
3100	Earthwork and Stone Placement	**Sauter and Sons**	$330,300
3210	Concrete Paving	**Curbmasters**	$523,000
3290	Landscaping and Irrigation	**Great Northern Landscaping**	$400,080
3290	Landscaping and Irrigation (ALTERNATE 2)	**Great Northern Landscaping**	$30,739
00	ALLOWANCES - SEE ALLOWANCE PAGE	**H+U Construction**	$141,000
00	General Conditions	**H+U Construction**	$178,204
00	Project Reimbursables	**H+U Construction**	$338,100
00	Bonds	**H+U Construction**	$28,250
00	SAC Fees	**City of Ramsey**	$0.00
00	Construction Contingency (5%)	**H+U Construction**	$169,196
00	CM Fees (2%)	**H+U Construction**	$71,062
	Design Fees & Consultants	**EXCLUDED**	$0
		TOTAL GMP	**$3,624,184**

H+U CONSTRUCTION ESTIMATED GENERAL CONDITIONS
RAMSEY WATERFRONT PARK

Description	Quantity	Unit	Unit Cost	Total
PLAN REPRODUCTION	1	LS	$1,500	$1,500
MOBILIZE/DEMOBILE TRAILER	2	EA	$2,500	$5,000
TEMP STORAGE	5	MO	$600	$3,000
SAFETY & OSHA	5	MO	$500	$2,500
GENERATOR RENTAL	5	MO	$2,500	$12,500
TEMP WATER - USAGE	5	MO	$225	$1,125
DRINKING WATER	5	MO	$40	$200
TEMP HEATERS/FANS RENTAL	1	LS	$15,000	$15,000
TEMP HEATERS FUEL	4000	GL	$3	$12,000
FROST BLANKETS	1	LS	$1,500	$1,500
GROUND THAW RENTAL AND FUEL	2	MO	$10,000	$20,000
TEMP TOILETS	5	MO	$400	$2,000
CONSTRUCTION FENCING	1	LS	$8,500	$8,500
CONSTRUCTION SIGNAGE	1	LS	$2,500	$2,500
SNOW REMOVAL	1	LS	$1,000	$1,000
MISC EQUIP RENTAL	5	MO	$500	$2,500
EXPENDABLE TOOLS/SUPPLIES	5	MO	$1,000	$5,000
SKID STEER/ATTACHMENT RENTAL	5	MO	$2,750	$13,750
MEDICAL SUPPLIES	5	MO	$100	$500
TEMP FIRE PROTECTION	5	MO	$250	$1,250
GENERAL & PROFESSIONAL LIABILITY INSURANCE	0.75%	LS	$3,625,168	$27,189
FINAL CLEANUP	1	LS	$10,000	$10,000
TRASH REMOVAL	5	MO	$1,200	$6,000
POSTAGE/SHIPPING	5	MO	$250	$1,250
ROMTEC CHANGE	1	LS	$440	$440
CORE DRILLING OF STONES	12	EA	$1,000	$12,000
CONCRETE REPAIRS	1	LS	$5,000	$5,000
BOLLARDS AT ELECTRICAL PAD	4	EA	$1,250	$5,000
			Total General Conditions:	**$178,204**

*The General Conditions estimate above assumes approximately 5 months of construction, beginning in February 2026.

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Baseline Start
1	**THE WATERFRONT WATERPLAY**						**NA**
2	**Romtec Building**						**NA**
3	Romtec Footing Excavation	3 days	Mon 3/2/26	Wed 3/4/26			NA
4	Romtec Footings and Foundations	10 days	Thu 3/5/26	Wed 3/18/26	3		NA
5	Romtec Water and Sewer Line	10 days	Thu 3/5/26	Wed 3/18/26			NA
6	Romtec - Backfill Foundations	2 days	Thu 3/19/26	Fri 3/20/26	5		NA
7	Romtec Underground Plumbing	3 days	Mon 3/23/26	Wed 3/25/26			NA
8	Romtec Masonry Walls and MEP RI	20 days	Thu 3/26/26	Wed 4/22/26			NA
9	Romtec Roof	10 days	Thu 4/23/26	Wed 5/6/26	8		NA
10	Romtec Interior Slab	2 days	Thu 5/7/26	Fri 5/8/26	9		NA
11	Romtec Interior Finishes	15 days	Mon 5/11/26	Fri 5/29/26			NA
12	Romtec Exterior Finishes	15 days	Mon 5/11/26	Fri 5/29/26			NA
13	Romtec MEP Finishes	5 days	Tue 6/2/26	Mon 6/8/26			NA
14	Romtec Partitions and Accessories	5 days	Tue 6/9/26	Mon 6/15/26	13		NA
15	Romtec Final Cleaning	2 days	Thu 6/25/26	Fri 6/26/26			NA
16	**Splash Pad Piping and Electrical**	**62 days**	**Mon 4/6/26**	**Tue 6/30/26**			**NA**
17	Splash Pad R/I Piping/Electrical	15 days	Mon 4/6/26	Fri 4/24/26			NA
18	Splash Pad Work in Romtec	10 days	Fri 5/15/26	Thu 5/28/26			NA
19	Splash Pad Devicing/Testing/Programm	15 days	Wed 6/10/26	Tue 6/30/26			NA
20	**Earthwork**	**77 days**	**Mon 3/2/26**	**Tue 6/16/26**			**NA**
21	Romtec Footing Excavation	3 days	Mon 3/2/26	Wed 3/4/26			NA
22	Romtec Foundation Backfill	2 days	Thu 3/19/26	Fri 3/20/26			NA
23	Place Gravel Base	5 days	Fri 5/1/26	Thu 5/7/26	17		NA
24	Place Stones - Splashpad Area	10 days	Fri 5/8/26	Thu 5/21/26	23		NA
25	Area Drain R/I	2 days	Fri 5/15/26	Mon 5/18/26			NA
26	Place Topsoil in Splashpad Islands	5 days	Mon 5/11/26	Fri 5/15/26			NA
27	Grading Confirmations - Splashpad Area	3 days	Fri 5/22/26	Tue 5/26/26	24		NA
28	Place Stones outside of Splashpad Area	10 days	Wed 5/27/26	Tue 6/9/26	27		NA
29	Place Topsoil outside of Splashpad Area	5 days	Wed 6/10/26	Tue 6/16/26	28		NA
30	**Site Concrete**	**28 days**	**Fri 5/15/26**	**Tue 6/23/26**			**NA**
31	Splash Pad Concrete	15 days	Wed 5/27/26	Tue 6/16/26	27		NA
32	Site Footings	5 days	Fri 5/15/26	Thu 5/21/26			NA
33	Other Site Concrete	5 days	Wed 6/17/26	Tue 6/23/26	31		NA
34	Fire Pit R/I	3 days	Wed 4/15/26	Fri 4/17/26			NA
35	Cantenary Light Posts and Hammock Posts	3 days	Mon 4/20/26	Wed 4/22/26	34		NA
36	Pavillion Install (3)	10 days	Fri 5/22/26	Thu 6/4/26	32		NA
37	Site Amenity Install	15 days	Thu 6/11/26	Wed 7/1/26			NA
38	Site Lighting R/I and Footings	10 days	Wed 4/15/26	Tue 4/28/26			NA
39	Trash Enclosure Install	5 days	Thu 5/21/26	Wed 5/27/26			NA
40	Landscaping	25 days	Thu 5/28/26	Wed 7/1/26			NA
41	Project Completion	1 day	Wed 7/1/26	Wed 7/1/26			NA



Clarifications & Assumptions

Waterfront Park
City of Ramsey
February 2, 2026

Purpose:
Provide clarifications and assumptions, if any.

Clarifications, Assumptions, Exclusions:

1. The Guaranteed Maximum Price estimate is intended to provide a GMP for the overall project based on the Construction documents and clarifications listed within this Attachment. It is not intended to guarantee the cost of any individual subcontract or specific line item.
2. The Owner/Contractor Agreement provision and this Exhibit take precedence over any conflicting provisions in the Contract Documents.
3. This estimate does not provide for any Owner or Design contingencies.
4. Building Permit cost is included as an allowance.
5. Sales tax is included.
6. The schedule is contingent upon receiving the appropriate building permits prior to the commencement of construction.
7. The GMP includes costs for coring qty 12 rocks for spray heads.
8. This proposal includes a Construction Contingency for the sole and exclusive use of H+U Construction to cover those costs considered reimbursable as the Cost of the Work but not otherwise the basis of an Owner Change Order. The construction contingency excludes drawing changes which shows additional scope, details adding cost to the project or any other document changes. Unused contingency savings will accrue 100% to the Owner per the executed A133 between the City of Ramsey & H+U Construction.
9. The pricing for alternate #2 is included in the GMP.

Assumptions:

1. Utilities will be installed by service providers in May 2026.

Exclusions:

1. Hazardous material removal
2. Soil Corrections - It is assumed that excavated materials can be reused for backfill and soils on-site are sufficient to support the project elements.
3. Building Commissioning
4. Furniture, fixtures, and the Romtec building have been procured by the Owner under separate contracts. H+U's GMP includes costs for installing these items.

Allowances*

A. Allowances INCLUDED in the GMP

Description	Amount
1. Grouting of Natural Stone	$12,000
2. Asphalt Patching	$ 2,500
3. Montana Fire Pits	$45,000
4. Hammock and Catenary Poles	$23,000
5. Building Permit/Plan Review	$18,500

B. Allowances EXCLUDED from the GMP but required for the project

Description	Amount
1. Poligon Siding and Staining	$12,000
2. Signage and Public Art	$22,500
3. Topsoil Amendments	$15,000
4. Additional Gravel Base	$10,000
5. Rock Feature	$4,000
6. Special Testing/Inspections	$15,000
7. Additional Natural Stone	$50,000

* An allowance on a construction project is a budget placeholder for a scope item that's known in concept but not yet defined in enough detail to price accurately. It's essentially a pre-set amount of money included to cover materials, equipment, or work where the exact selection, quantity, or specification will be decided later.

Alternate 1: "Exterior Pole Mounted Lighting" – (Note 005 on Sheet E001).

A. Base Bid: No work shall be performed – eliminate all associated work conduits, foundations, poles, and light fixtures.

B. Alternate: Provide all work (labor and materials complete) to construct and install (4) "x-a" exterior pole mounted light fixtures. See Light Fixture Schedule on Sheet E000.

C. The bid value of Alternate 1 is $25,750.00.

D. **This alternate is <u>NOT</u> included in the Base Bid GMP**

Alternate 2: "Expand Irrigation System Around 7-acre Pond".

A. Base Bid: No work shall be performed.

B. Alternate: Provide all work (labor and materials complete) to construct and install the expanded irrigation system including zones 13-16. Refer to irrigation plans for demarcation line indicating the base scope versus the expanded scope.

C. The bid value of Alternate 2 is $30,739.00.

D. **This alternate <u>IS</u> included in the Base Bid GMP**

H+U Construction

Printed on Mon Feb 2, 2026 at 03:59 pm CST

Job #: J25027 Ramsey Waterfront Park

Ramsey, Minnesota 55303

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
G000	COVER SHEET	0	12/18/2025		Bid Set (12/18/25)
G001	SITE ORIENTATION PLAN	0	12/18/2025		Bid Set (12/18/25)
G003	EXISTING CONDITIONS PLAN	0	12/18/2025		Bid Set (12/18/25)
G004	NOTES, ABBREVIATIONS & SYMBOLS	0	12/18/2025		Bid Set (12/18/25)
Civil					
C100	OVERALL GRADING, DRAINAGE & EROSION CONTROL PLAN	0	12/18/2025		Bid Set (12/18/25)
C101	UTILITY & EROSION CONTROL PLAN	0	12/18/2025		Bid Set (12/18/25)
C102	ENLARGEMENT KEY PLAN	0	12/18/2025		Bid Set (12/18/25)
C103	AREA A ENLARGEMENT PLAN	1	01/16/2026		Addendum 1 (01/16/26)
C104	AREA B ENLARGEMENT PLAN	1	01/16/2026		Addendum 1 (01/16/26)
C105	AREA C ENLARGEMENT PLAN	0	12/18/2025		Bid Set (12/18/25)
C106	AREA D ENLARGEMENT PLAN	1	01/16/2026		Addendum 1 (01/16/26)
C200	DETAILS	1	01/16/2026		Addendum 1 (01/16/26)
C201	DETAILS	0	12/18/2025		Bid Set (12/18/25)
C300	SWPPP	0	12/18/2025		Bid Set (12/18/25)
Landscape					
L001	LANDSCAPE NOTES	0	12/18/2025		Bid Set (12/18/25)
L005	MATERIALS SCHEDULE	0	12/18/2025		Bid Set (12/18/25)
L006	MATERIALS SCHEDULE	0	12/18/2025		Bid Set (12/18/25)
L010	LANDSCAPE SCHEDULE	1	01/16/2026		Addendum 1 (01/16/26)
L110	MATERIALS PLAN NORTH	1	01/16/2026		Addendum 1 (01/16/26)
L111	MATERIALS PLAN SOUTH	1	01/16/2026		Addendum 1 (01/16/26)
L112	MATERIALS PLAN WEST	0	12/18/2025		Bid Set (12/18/25)
L120	FURNITURE PLAN NORTH	0	12/18/2025		Bid Set (12/18/25)
L140	SOILS PLAN	0	12/18/2025		Bid Set (12/18/25)
L150	TREE PLANTING PLAN	1	01/16/2026		Addendum 1 (01/16/26)
L151	UNDERSTORY PLANTING PLAN NORTH	1	01/16/2026		Addendum 1 (01/16/26)
L152	UNDERSTORY PLANTING PLAN SOUTH	1	01/16/2026		Addendum 1 (01/16/26)
L153	UNDERSTORY PLANTING PLAN WEST	0	12/18/2025		Bid Set (12/18/25)
L160	IRRIGATION PLAN - OVERALL	0	01/23/2026		Addendum 2 (01/23/26)
L210	ENLARGEMENT KEY PLAN	0	12/18/2025		Bid Set (12/18/25)
L211	MATERIALS ENLARGEMENT PLAN A	1	01/23/2026		Addendum 2 (01/23/26)
L212	MATERIALS ENLARGEMENT PLAN B	1	01/23/2026		Addendum 2 (01/23/26)

H+U Construction

Printed on Mon Feb 2, 2026 at 03:59 pm CST

Job #: J25027 Ramsey Waterfront Park

Ramsey, Minnesota 55303

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
L213	MATERIALS ENLARGEMENT PLAN C	1	01/23/2026		Addendum 2 (01/23/26)
L301	SITE SECTIONS	0	12/18/2025		Bid Set (12/18/25)
L310	SITE SECTIONS AND ELEVATIONS - WATERWALL	0	12/18/2025		Bid Set (12/18/25)
L311	SITE SECTIONS AND ELEVATIONS - WATERFALL	0	12/18/2025		Bid Set (12/18/25)
L500	SITE DETAILS	0	12/18/2025		Bid Set (12/18/25)
L510	SITE DETAILS	0	12/18/2025		Bid Set (12/18/25)
L511	SITE DETAILS	0	12/18/2025		Bid Set (12/18/25)
L520	SITE DETAILS	0	12/18/2025		Bid Set (12/18/25)
L530	SITE DETAILS	0	12/18/2025		Bid Set (12/18/25)
L540	SITE DETAILS	0	12/18/2025		Bid Set (12/18/25)
L590	PLANTING DETAILS	0	12/18/2025		Bid Set (12/18/25)
Splash Pad - Aquatic Engineering					
PL100	SPLASH PAD LAYOUT PLAN	0	12/18/2025		Bid Set (12/18/25)
PL101	ENLARGED SPLASH PAD LAYOUT PLAN	0	12/18/2025		Bid Set (12/18/25)
PL102	ENLARGED SPLASH PAD LAYOUT PLAN	0	12/18/2025		Bid Set (12/18/25)
PL200	SPLASH PAD PIPING PLAN	0	12/18/2025		Bid Set (12/18/25)
PL300	SPLASH PAD PIPING DETAILS	0	12/18/2025		Bid Set (12/18/25)
PL400	SPLASH PAD PLAY FEATURE DETAILS	0	12/18/2025		Bid Set (12/18/25)
PL500	SPLASH PAD PLAY FEATURE DETAILS	0	12/18/2025		Bid Set (12/18/25)
PL600	MECHANICAL ROOM LAYOUT PLAN	0	12/18/2025		Bid Set (12/18/25)
PL700	SPLASH PAD MECHANICAL ROOM DETAILS	0	12/18/2025		Bid Set (12/18/25)
Electrical					
E000	ELECTRICAL TITLE SHEET, BUILDING PLAN, SCHEDULES & RISER DIAGRAM	1	01/16/2026		Addendum 1 (01/16/26)
E001	ELECTRICAL SITE PLAN	1	01/16/2026		Addendum 1 (01/16/26)
Romtec					
G0	TITLE SHEET REVISION & SHEET SCHEDULE	1	01/16/2026		Addendum 1 (01/16/26)
G1	GENERAL NOTES SYMBOL LEGEND	1	01/16/2026		Addendum 1 (01/16/26)
G2	DESIGN CRITERIA & CODE SUMMARY	1	01/16/2026		Addendum 1 (01/16/26)
Romtec - Architectural					
A1.1	FLOOR PLAN	1	01/16/2026		Addendum 1 (01/16/26)
A1.2	ADA CLEARANCES	1	01/16/2026		Addendum 1 (01/16/26)
A1.3	ADA RESTROOM FIXTURE DETAILS	1	01/16/2026		Addendum 1 (01/16/26)
A1.4	ADA RESTROOM FIXTURE DETAILS	1	01/16/2026		Addendum 1 (01/16/26)
A2.1	EXTERIOR ELEVATION VIEWS	1	01/16/2026		Addendum 1 (01/16/26)
A2.2	EXTERIOR ELEVATION VIEWS	1	01/16/2026		Addendum 1 (01/16/26)
A3.1	SECTION VIEWS	1	01/16/2026		Addendum 1 (01/16/26)
A4.1	WALL FINISH SCHEDULE (INTERIOR/EXTERIOR)	1	01/16/2026		Addendum 1 (01/16/26)
A4.2	WALL FINISH DETAILS	1	01/16/2026		Addendum 1 (01/16/26)

H+U Construction

Printed on Mon Feb 2, 2026 at 03:59 pm CST

Job #: J25027 Ramsey Waterfront Park

Ramsey, Minnesota 55303

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
A4.3	WALL FINISH DETAILS	1	01/16/2026		Addendum 1 (01/16/26)
A4.4	WALL FINISH DETAILS	1	01/16/2026		Addendum 1 (01/16/26)
A5.1	DOOR SCHEDULE	1	01/16/2026		Addendum 1 (01/16/26)
A5.2	DOOR DETAILS	1	01/16/2026		Addendum 1 (01/16/26)
A5.3	SIGN DETAILS	1	01/16/2026		Addendum 1 (01/16/26)
Romtec - Structural					
S7.1	FOUNDATION PLAN	1	01/16/2026		Addendum 1 (01/16/26)
S7.2	FOUNDATION DETAILS	1	01/16/2026		Addendum 1 (01/16/26)
S7.3	FOUNDATION DETAILS	1	01/16/2026		Addendum 1 (01/16/26)
S7.4	CMU WALL STEM WALL DETAILS	1	01/16/2026		Addendum 1 (01/16/26)
S8.1	STRUCTURAL CMU PLAN	1	01/16/2026		Addendum 1 (01/16/26)
S8.2	STRUCTURAL CMU REBAR LAYOUT	1	01/16/2026		Addendum 1 (01/16/26)
S8.3	STRUCTURAL CMU DETAILS	1	01/16/2026		Addendum 1 (01/16/26)
S8.4	STRUCTURAL CMU ELEVATION VIEWS	1	01/16/2026		Addendum 1 (01/16/26)
S8.5	STRUCTURAL CMU ELEVATION VIEWS	1	01/16/2026		Addendum 1 (01/16/26)
S9.1	ROOF FRAMING PLAN	1	01/16/2026		Addendum 1 (01/16/26)
S10.1	ROOF CONNECTION DETAILS	1	01/16/2026		Addendum 1 (01/16/26)
S10.2	ROOF CONNECTION DETAILS	1	01/16/2026		Addendum 1 (01/16/26)
Romtec - Roofing					
R1	ROOFING PLAN	1	01/16/2026		Addendum 1 (01/16/26)
R2	ROOFING DETAILS	1	01/16/2026		Addendum 1 (01/16/26)
R3	SKYLIGHT DETAILS	1	01/16/2026		Addendum 1 (01/16/26)
Romtec - Plumbing					
P1	PLUMBING SCHEDULE	1	01/16/2026		Addendum 1 (01/16/26)
P2	PLUMBING WATER PLAN	1	01/16/2026		Addendum 1 (01/16/26)
Romtec - Mechanical					
M1	MECHANICAL PLAN	1	01/16/2026		Addendum 1 (01/16/26)
Romtec - Electrical					
E1	ELECTRICAL SCHEDULE	1	01/16/2026		Addendum 1 (01/16/26)
E2	ELECTRICAL FLAN	1	01/16/2026		Addendum 1 (01/16/26)
E3	ELECTRICAL RISER DETAILS	1	01/16/2026		Addendum 1 (01/16/26)
Winter Blow Out					
WBO Winterization Blow Out	Winterization Blow Out by Mech Contractor	0	01/16/2026		Addendum 1 (01/16/26)

H+U Construction

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Job #: J25027 Ramsey Waterfront Park

Ramsey, Minnesota 55303

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00 00 00	Cover Page	0	12/18/25		Bid Set
00 01 05	Table of Contents	0	12/18/25		Bid Set
00 11 13	Advertisement for Bids	0	12/18/25		Bid Set
00 41 00	Bid Forms	0	12/18/25		Bid Set
00 52 00	H+U Subcontract Agreement AIA A401 - Final - (1)	0	12/18/25		Bid Set
00 72 00	A201-2017 General Conditions - Final - (1)	0	12/18/25		Bid Set
01 - General Requirements					
01 10 00	Summary of the Work	0	12/18/25		Bid Set
01 11 10	Milestone Schedule	1	01/23/26		Addendum 2
01 12 00	Sub-Contract Work Scopes	0	12/18/25		Bid Set
01 12 00 - 0610	General Construction	1	01/23/26		Addendum 2
01 12 00 - 1315	Multiple Contract Summary	0	12/18/25		Bid Set
01 12 00 - 2200/2300	Plumbing & HVAC	1	01/16/26		Addendum 1
01 12 00 - 2600	Electrical	1	01/23/26		Addendum 2
01 12 00 - 3100	Earthwork & Stone Placement	1	01/23/26		Addendum 2
01 12 00 - 3210	Concrete Paving	1	01/23/26		Addendum 2
01 12 00 - 3290	Landscaping & Irrigation	1	01/16/26		Addendum 1
01 23 00	Alternates	0	12/18/25		Bid Set
01 25 00	Substitution Procedures	0	12/18/25		Bid Set
01 29 00	Payment Procedures	0	12/18/25		Bid Set
01 31 00	Project Management and Coordination	0	12/18/25		Bid Set
01 33 00	Submittal Procedures	0	12/18/25		Bid Set
01 40 00	Quality Requirements	0	12/18/25		Bid Set
01 50 00	Temporary Facilities and Controls	0	12/18/25		Bid Set
01 52 00	Safety	0	12/18/25		Bid Set
01 73 00	Execution	0	12/18/25		Bid Set
01 77 00	Closeout Procedures	0	12/18/25		Bid Set
01 78 23	Operation and Maintenance Data	0	12/18/25		Bid Set
01 78 39	Project Record Documents	0	12/18/25		Bid Set
01 79 00	Demonstration and Training	0	12/18/25		Bid Set
03 - Concrete					
03 55 00	Precast Architectural Site Concrete	0	12/18/25		Bid Set

Number	Description	Revision	Issued Date	Received Date	Set
05 - Metals					
05 50 01	Landscape Metal Fabrications	0	12/18/25		Bid Set
05 52 13	Pipe and Tube Railings	0	12/18/25		Bid Set
09 - Finishes					
09 93 00	Staining and Transparent Finishing	0	12/18/25		Bid Set
10 - Specialties					
10 14 00	Dimensional Letter Signage	0	12/18/25		Bid Set
10 32 00	Manufactured Fire Feature	0	12/18/25		Bid Set
13 - Special Construction					
13 15 00	Splash Pad General	0	12/18/25		Bid Set
13 15 20	Splash Pad Excavation, Backfill, and Drainage	0	12/18/25		Bid Set
13 15 90	Splash Pad Identifying Devices	0	12/18/25		Bid Set
13 16 40	Splash Pad Water Play System and Features	0	12/18/25		Bid Set
13 16 70	Splash Pad Pipe and Pipe Fittings	0	12/18/25		Bid Set
13 16 80	Splash Pad Valves	0	12/18/25		Bid Set
13 16 90	Splash Pad Supports and Anchors	0	12/18/25		Bid Set
13 17 10	Splash Pad Cast-In-Place Concrete	0	12/18/25		Bid Set
13 17 30	Splash Pad Starting of Systems	0	12/18/25		Bid Set
13 34 23	Pre-Engineered Romtec Building	0	01/16/26		Addendum 1
26 - Electrical					
26 00 01	General Provisions	0	12/18/25		Bid Set
26 05 19	Low-Voltage Electrical Power Conductors and Cables	0	12/18/25		Bid Set
26 05 26	Grounding and Bonding for Electrical Systems	0	12/18/25		Bid Set
26 05 29	Hangers and Supports for Electrical Systems	0	12/18/25		Bid Set
26 05 33	Raceways and Boxes	0	12/18/25		Bid Set
26 05 53	Identification for Electrical Systems	0	12/18/25		Bid Set
26 05 73	Power System Studies	0	12/18/25		Bid Set
26 05 83	Wiring Connections	0	12/18/25		Bid Set
26 09 23	Lighting Control Devices	0	12/18/25		Bid Set
26 09 43	Network Lighting Controls	0	12/18/25		Bid Set
26 20 00	Low-Voltage Electrical Service Entrance	0	12/18/25		Bid Set
26 24 13	Switchboards	0	12/18/25		Bid Set
26 24 16	Panelboards	0	12/18/25		Bid Set
26 27 26	Wiring Devices	0	12/18/25		Bid Set
26 28 13	Fuses	0	12/18/25		Bid Set
26 28 16	Disconnect Switches	0	12/18/25		Bid Set
26 29 13	Motor Starters	0	12/18/25		Bid Set

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Job #: J25027 Ramsey Waterfront Park

Ramsey, Minnesota 55303

Number	Description	Revision	Issued Date	Received Date	Set
26 43 00	Surge Protection Devices	0	12/18/25		Bid Set
26 51 00	Lighting	0	12/18/25		Bid Set
27 - Communications					
27 05 28	Low Voltage Raceway System – Communications	0	12/18/25		Bid Set
28 - Electronic Safety and Security					
28 05 28	Low Voltage Raceway System – Security	0	12/18/25		Bid Set
31 - Earthwork					
31 00 00	Earthwork	0	12/18/25		Bid Set
31 10 00	Site Clearing	0	12/18/25		Bid Set
32 - Exterior Improvements					
32 13 13	Concrete Paving	0	12/18/25		Bid Set
32 13 16	Decorative Concrete Paving	0	12/18/25		Bid Set
32 13 73	Concrete Paving Joint Sealants	0	12/18/25		Bid Set
32 18 13	Synthetic Grass Surfacing	0	12/18/25		Bid Set
32 31 19	Decorative Metal Fences and Gates	1	01/16/26		Addendum 1
32 33 00	Site Furnishings	0	12/18/25		Bid Set
32 33 20	Site Shade Umbrellas	0	12/18/25		Bid Set
32 40 10	Stone Landscaping Structures	0	12/18/25		Bid Set
32 84 00	Underground Irrigation	0	01/23/26		Addendum 2
32 91 13	Soil Preparation	0	12/18/25		Bid Set
32 92 00	Turf and Grasses	0	12/18/25		Bid Set
32 92 19	Native Seeding	0	12/18/25		Bid Set
32 93 00	Plants	0	12/18/25		Bid Set
32 99 99	Waterfall Pumps & System Description	1	01/23/26		Addendum 2
33 - Utilities					
33 41 00	Storm Sewer Drainage	0	12/18/25		Bid Set

BID TABULATION

Alternate No. 1: Exterior Lighting
Alternate No. 2: Sprinkler Expansion

Project: Waterfront Park - City of Ramsey
Bid Date: 01/27/2026

Bidder	BASE BID	Add 1 & 2	Alternate #1	Alternate #2
WS 610: Carpentry Package				
H+U Construction	$ 445,232.00	x	$ -	$ -
Meisinger	$ 507,700.00	x	$ 15,500.00	$ -
WS 1100: Splash Pad				
Global Specialty Contractors	$ 624,375.00	x	$ -	$ -
WS 2200-2300: Plumbing & HVAC				
B&D Plumbing	$ 89,745.00	x	$ -	$ -
Northland Mechanical	$ 126,800.00	x	$ -	$ -
Cool Air Mechanical	$ 165,300.00	x	$ -	$ -
WS 2600: Electrical				
Erickson Electric	$ 254,900.00	x	$ 25,750.00	$ -
Medina Electric	$ 303,635.00	x	$ 20,890.00	$ -
Master Electric	$ 374,800.00	x	$ 30,495.00	$ -
WS 3100: Earthwork				
Sauter & Sons	$ 330,300.00	x	$ -	$ -
Rachel Contracting	$ 426,400.00	x	$ -	$ -
T. Scherber	$ 667,000.00	x	$ -	$ -
WS 3210: Concrete Paving				
Curb Masters	$ 523,000.00	x	$ -	$ -
North Country Concrete	$ 675,000.00	x	$ -	$ -
WS 3290: Landscaping				
Great Northern Landsacpes	$ 400,080.00	x	$ -	$ 30,739.00
Autumn Ridge Landscaping (waterfall pump NOT included in numb	$ 459,513.00	x	$ -	$ 43,736.00
Hoffman & McNamara	$ 465,200.00	x	$ -	$ 46,700.00
Greenscape (waterfall pump NOT included in number)	$ 493,000.00	x	$ -	$ 42,000.00
Margolis (waterfall pump NOT included in number)	$ 495,110.00	x	$ -	$ 36,665.00
Total of Low Bids	**$ 2,667,632.00**		**$ 25,750.00**	**$ 30,739.00**

Note: 3 or more bidders were prequalified for each subcontract bid. Some elected to not submit bids

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of February in the year 2026, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 28th day of October in the year 2025 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Waterfront Park
Ramsey, MN

THE OWNER:
(Name, legal status, and address)

City of Ramsey
14199 Jasper Street
Ramsey, MN 55303

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Hoffmann+Uhlhorn Construction, Inc. dba H+U Construction
5555 W 78th Street, Suite A
Minneapolis, MN 55439

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed three million six hundred twenty-four thousand one hundred eighty-four dollars ($

Init.
/

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User Notes: (1800561753)

3,624,184.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See attached GMP Cost Exhibit

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Alternate 2 – Expanded Irrigation	$30,739

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Alternate 1 – Expanded site lighting	$25,750	Acceptance withing 30 days of GMP date

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
None		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of execution of this Amendment.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion
§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

Init. /
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[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: July 1, 2026

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See attached list in GMP Packet

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See attached list in GMP Packet

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
None		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

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Item	Price
See attached list in GMP Packet	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See attached list of assumptions and clarifications included in GMP Packet

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

None

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

None

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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User Notes:
(1800561753)

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

RESOLUTION #26-042

RESOLUTION AUTHORIZING A CONTRACT AMENDMENT WITH H & U CONSTRUCTION FOR A GUARANTEED MAXIMUM PRICE OF $3,624,184 FOR THE PARK IMPROVEMENTS AT THE WATERFRONT—TOGETHER WITH AN OWNER'S ALLOWANCE FROM THE PARK TRUST FUND, FOR A TOTAL PROJECT ALLOCATION OF $3,752,684.

WHEREAS, Ramsey City Council and the Park & Recreation Commission recognizes the importance of Parks, Trails, Open Space and Recreation to the quality of life for Ramsey residents; and

WHEREAS, Community Parks and their amenities are essential areas for play and creative and cognitive expression, as well as the positive physical development of children; and

WHEREAS, as part of the city's community park system planning, a water-centric park known as The Waterfront has been envisioned for more than a decade in Ramsey's downtown—and a splash pad or water play area has been the top request by residents for the park; and

WHEREAS, City Council has directed staff to deliver the water play elements with associated park improvements for substantial completion by July of 2026, and

WHEREAS, H & U Construction has been engaged to perform the competitive bidding for the park project and has organized the projects costs and schedule as a Guaranteed Maximum Price and contract amendment submittal, attached hereto as Exhibit A; and

WHEREAS, the City of Ramsey has collected Park Dedication monies for real improvements like those this Resolution authorizes for The Waterfront.

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

That, up to three million, seven hundred and fifty-two thousand, six hundred and eighty-four dollars ($3,752,684), are hereby allocated from the Park Trust Fund, to complete this 2026 park improvement project; and

That, the City Administrator is hereby authorized to sign the Guaranteed Maximum Price Amendment and Contract as Owner, attached hereto as Exhibit A.

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:

none

and the following abstained:

none

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 10th day of February, 2026.

_____
Mayor

ATTEST:

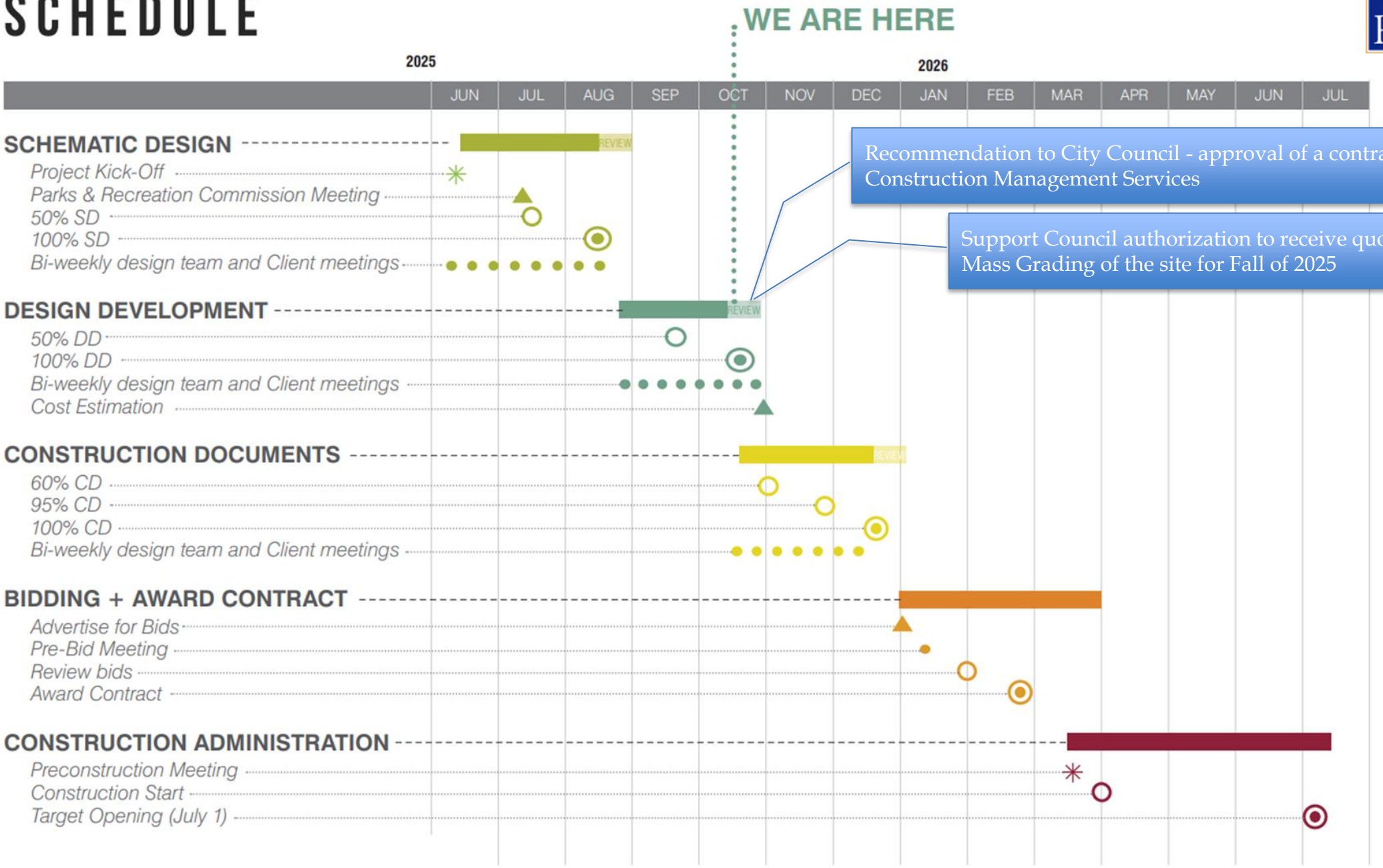
_____
City Clerk

Receive Updates on Waterfront Water Play Park Improvements

20 January 2026

Favorable progress continues

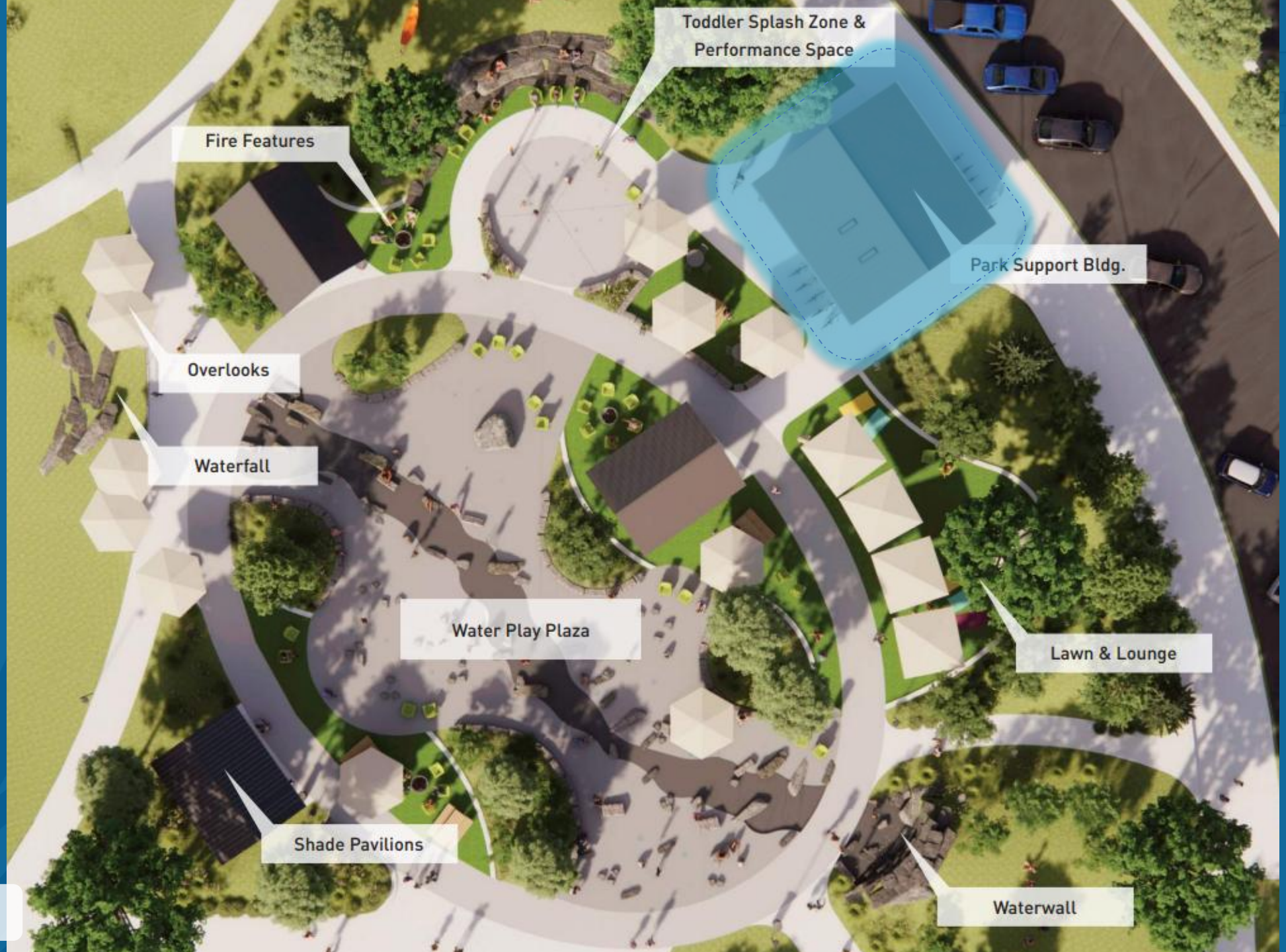
SCHEDULE



Recommendation to City Council - approval of a contract for Construction Management Services

Support Council authorization to receive quotes for Mass Grading of the site for Fall of 2025

CENTER STREET
INV 863.55
260' – 6" PVC @ 1.00%
TOP 871.5
INV 860.95
30' – 6" PVC @ 2.00%
(SANITARY SEWER SERVICE FOR FUTURE BUILDING)
172' – 6" PVC @ 1.00%
MH 102
TOP 871.5
INV 859.23
MH 101
TOP 869.5
INV 858.5 (APPROX.)
38' – 8" DIP
(WATER SERVICE FOR FUTURE BUILDING)
47' – 8" DIP
8" X 6" TEE
8" DIP WATER SERVICE STUB
WATER SERVICE STUB



BIRD'S EYE VIEW

ENTRY FROM STREET CORNER

THE WATER PLAZA DESIGN

WATERPLAY TODDLER ZONE DESIGN

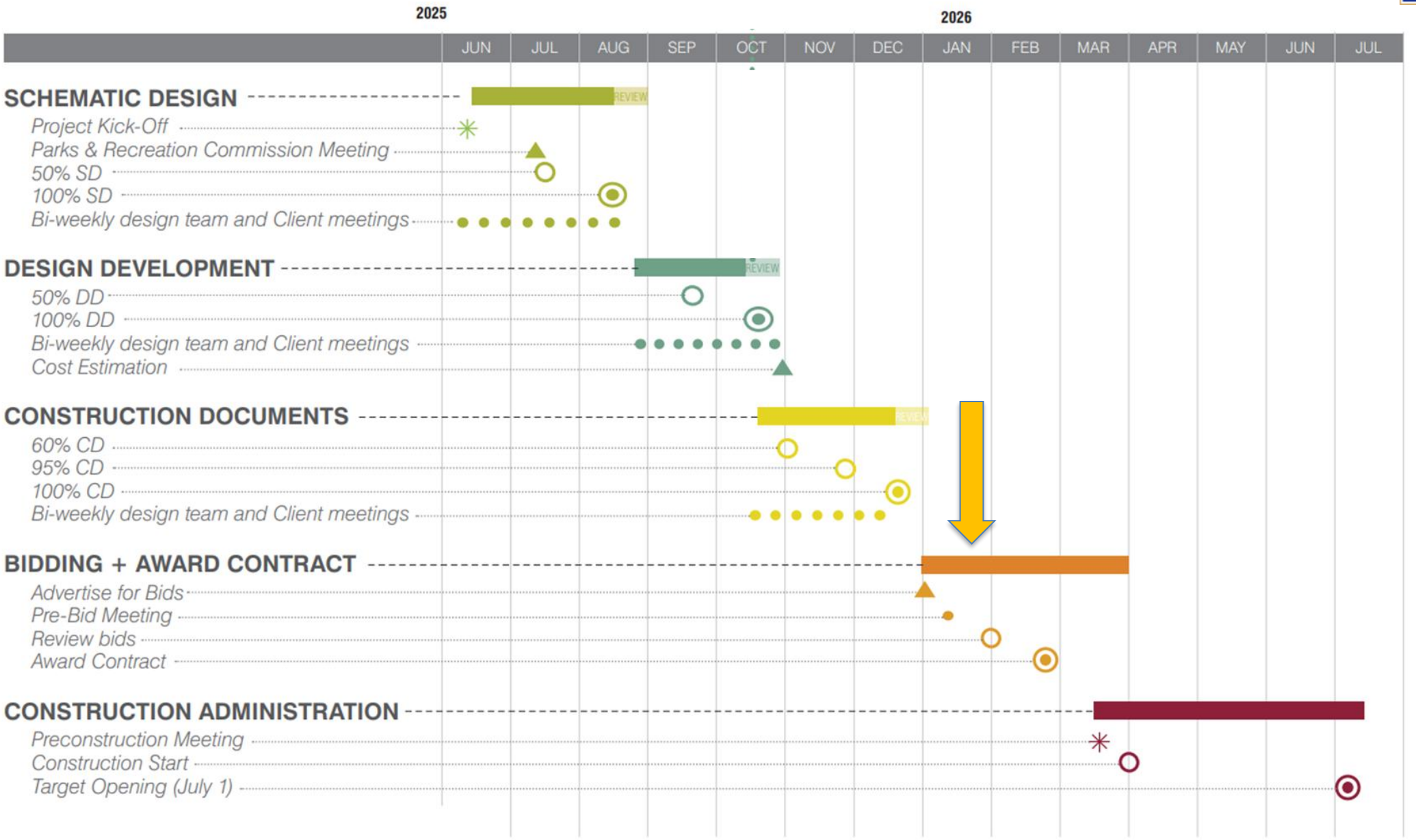
WATERFRONT

LAWN & LOUNGE

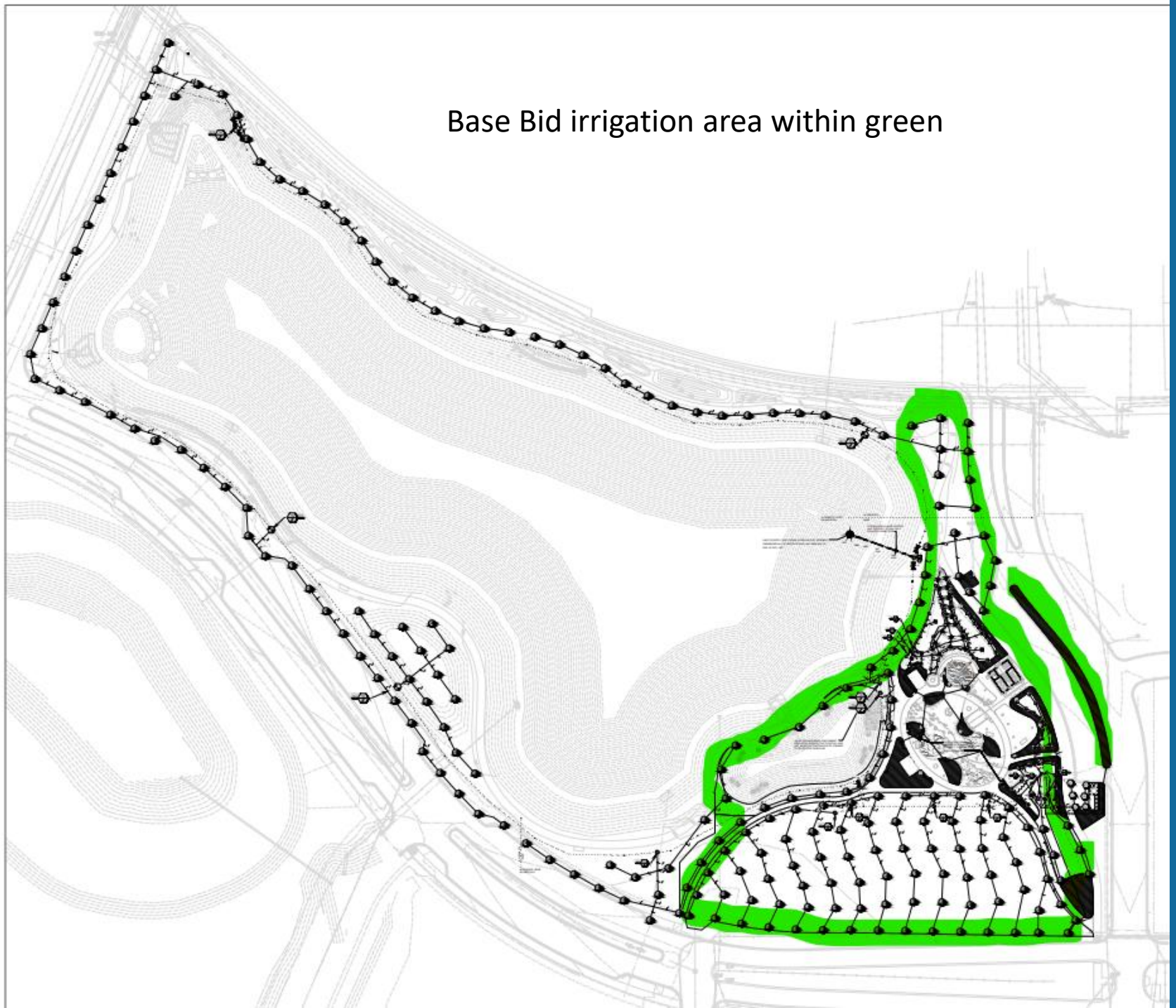
WATERFRONT

SCHEDULE

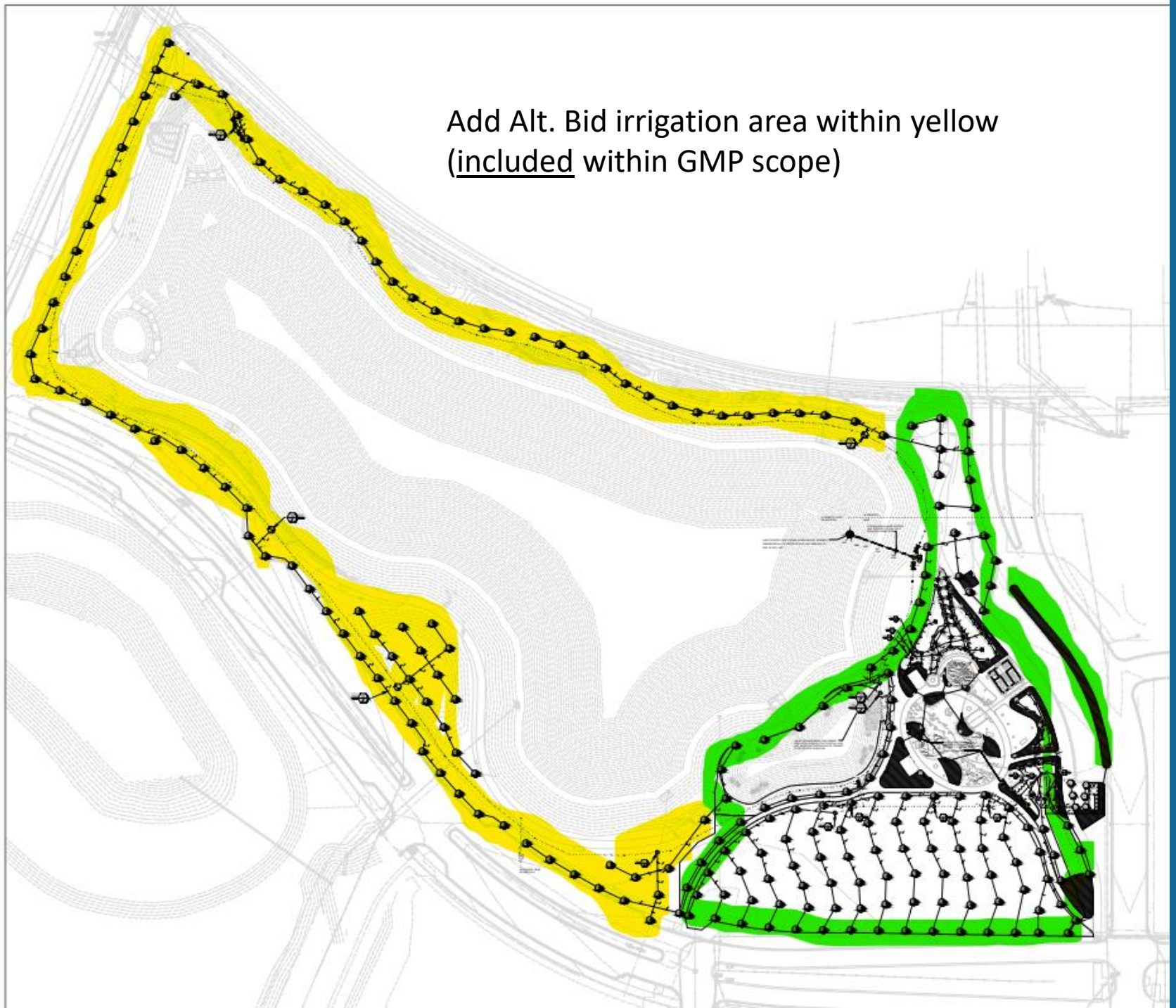
WE ARE HERE



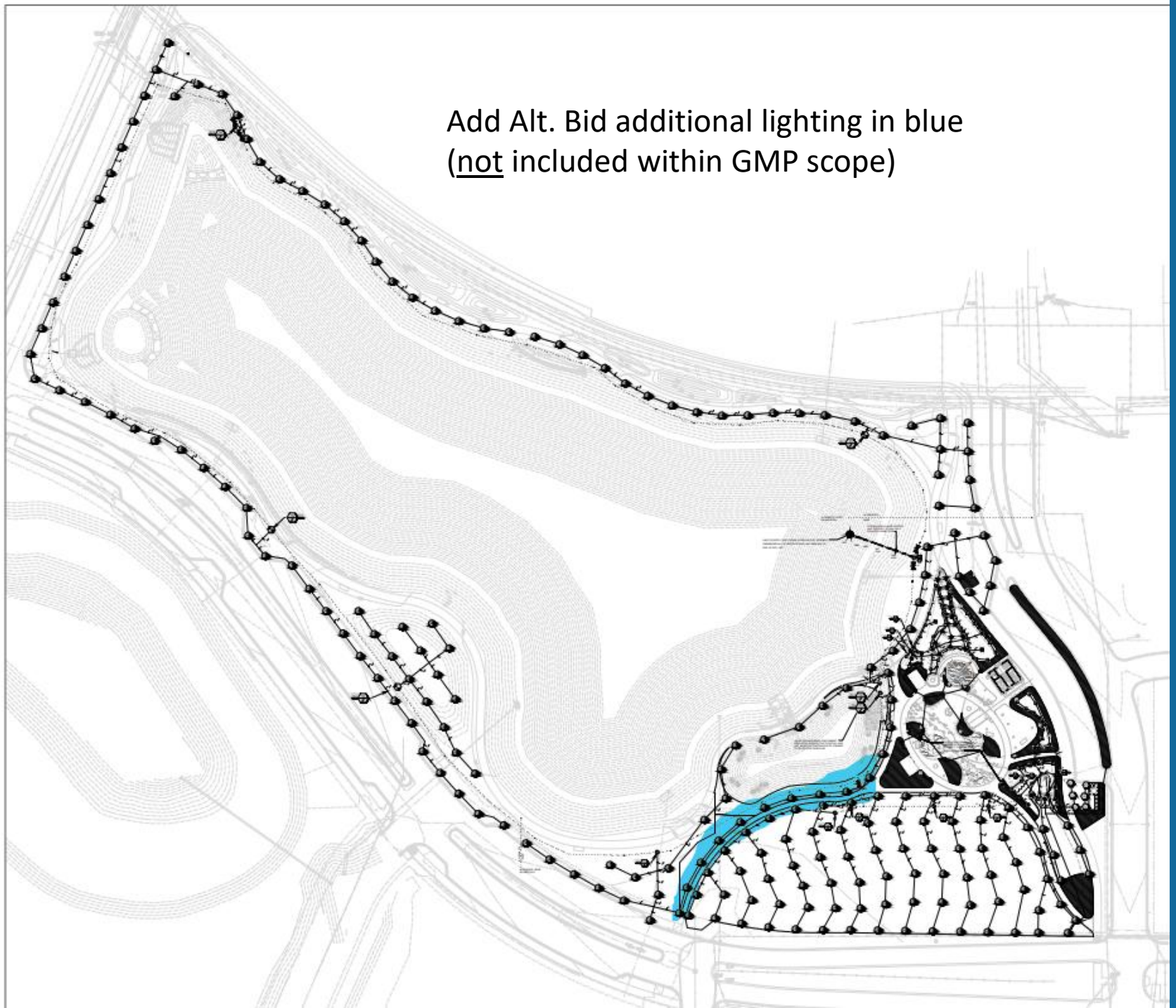
Base Bid irrigation area within green

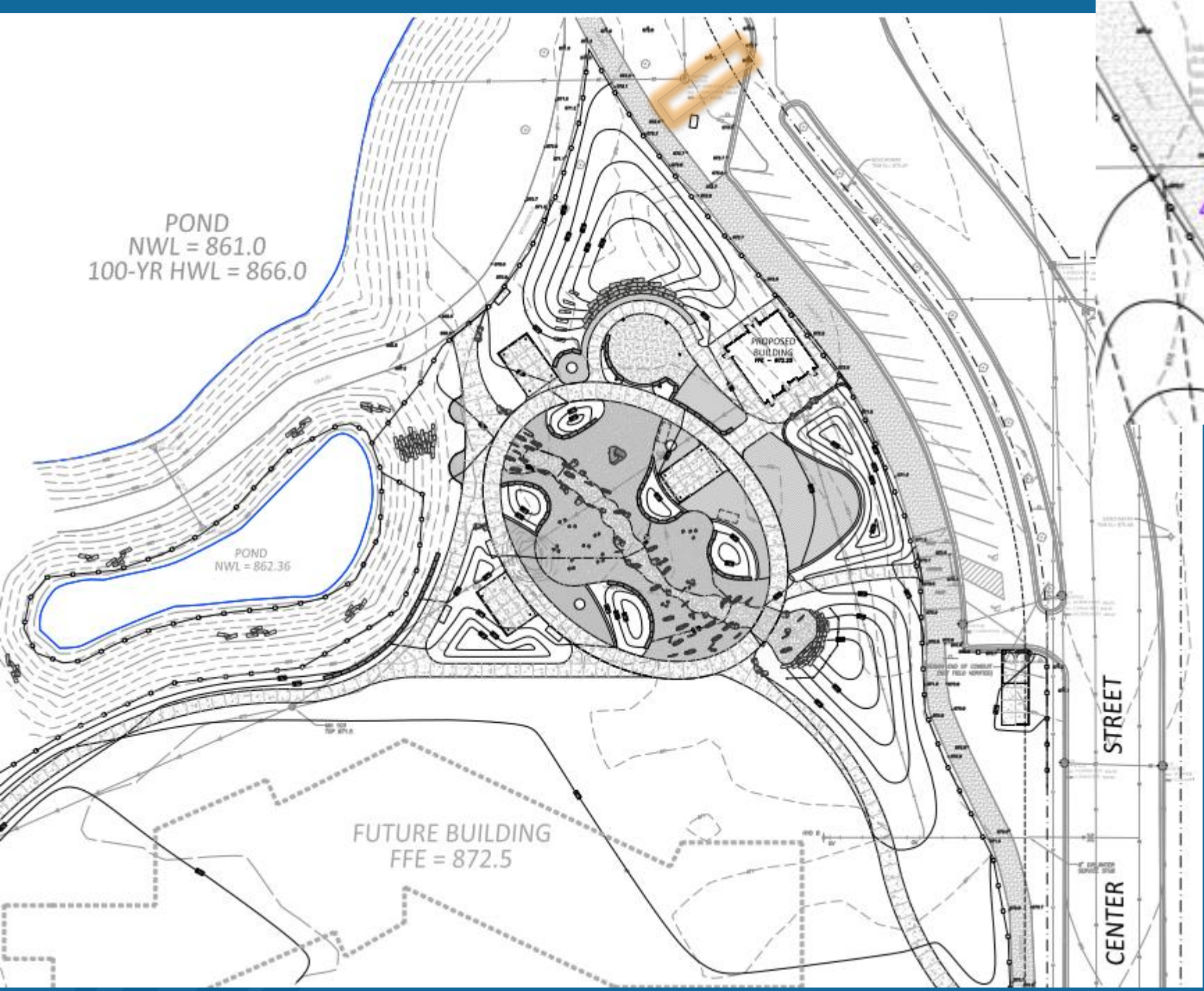


Add Alt. Bid irrigation area within yellow
(<u>included</u> within GMP scope)

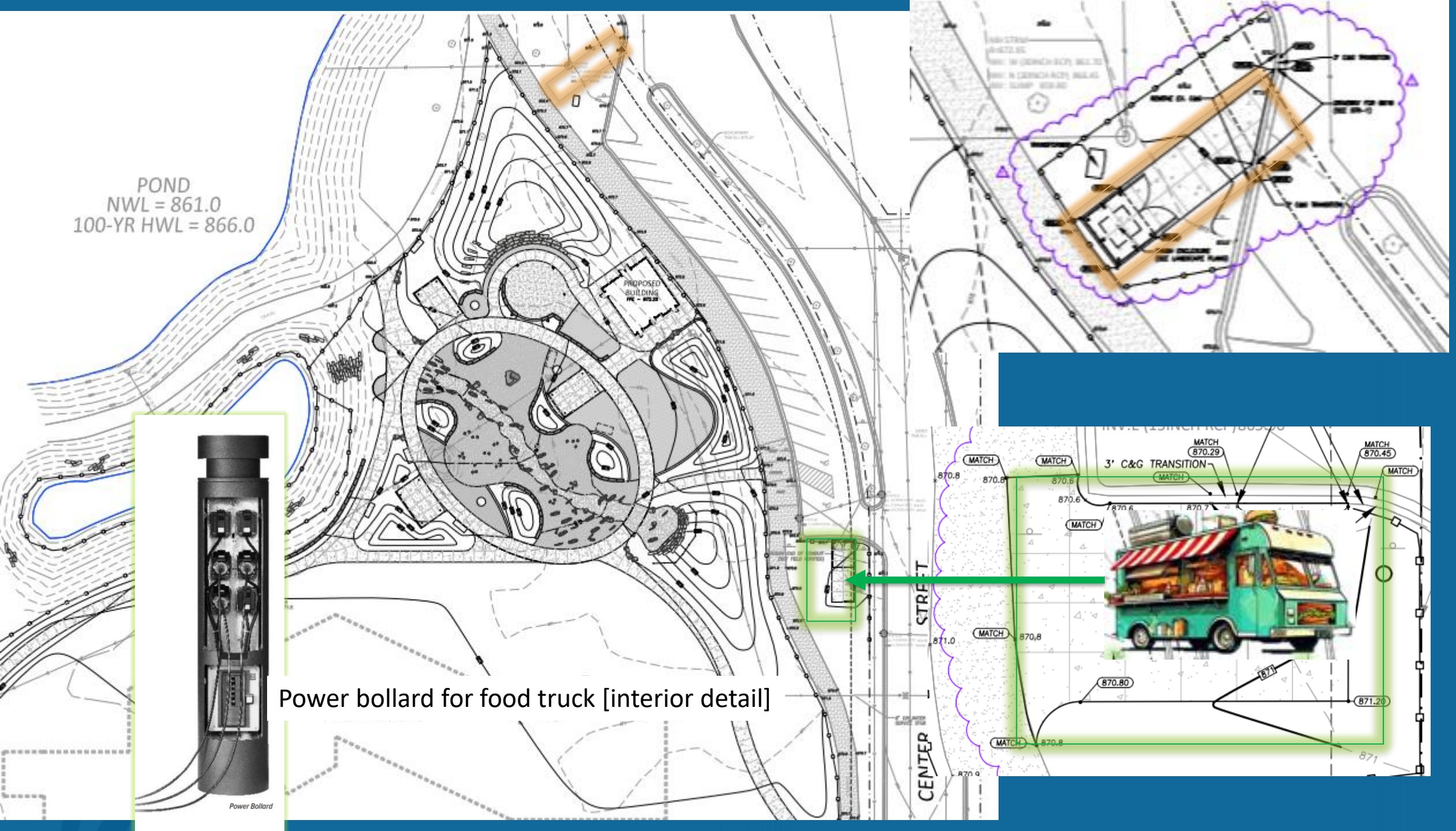


Add Alt. Bid additional lighting in blue
(<u>not</u> included within GMP scope)





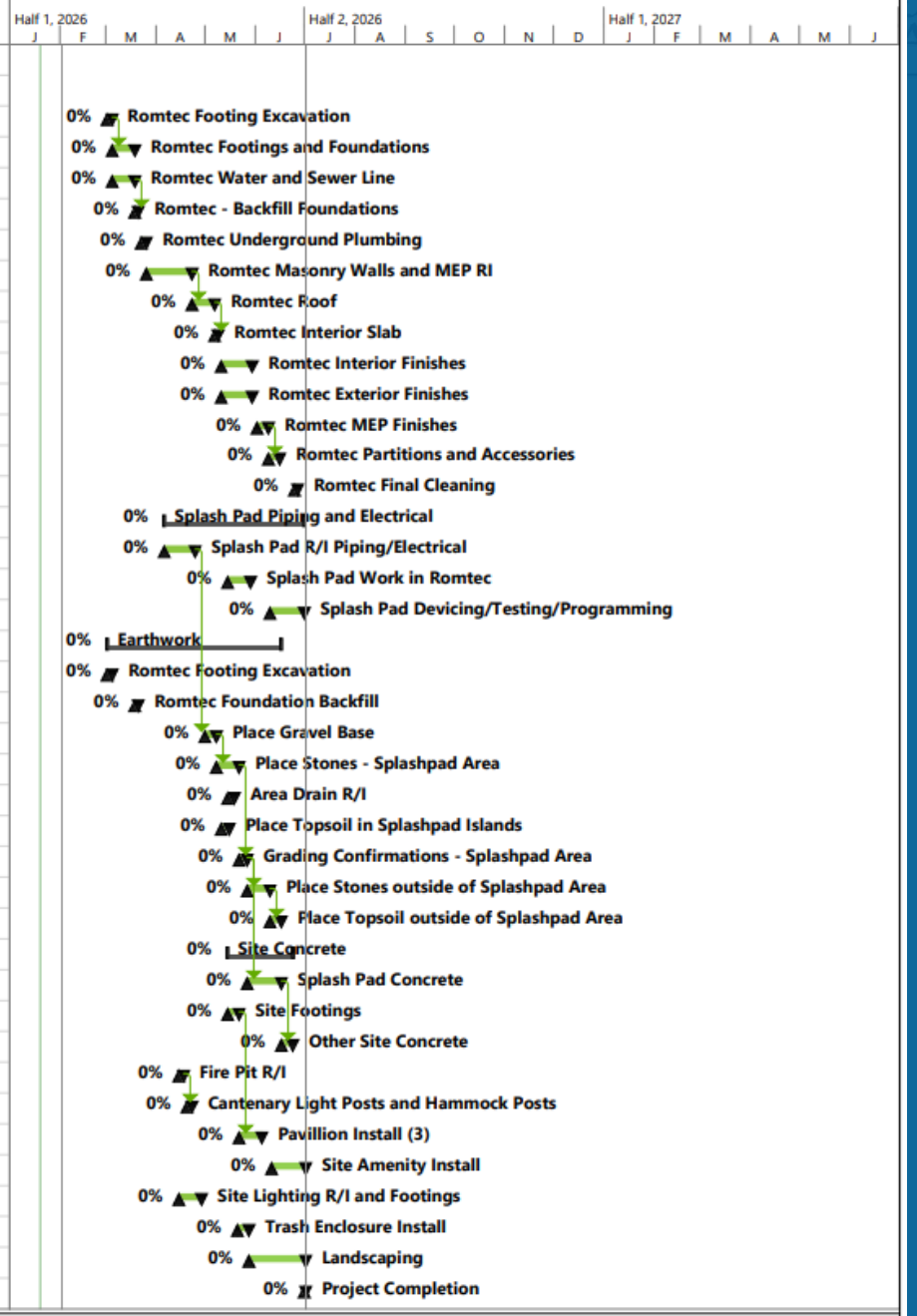
Dumpster enclosure + maint. vehicle parking pad



Power bollard for food truck [interior detail]

The Waterfront Waterplay

ID	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Baseline Start
1	**THE WATERFRONT WATERPLAY**						**NA**
2	**Romtec Building**						**NA**
3	Romtec Footing Excavation	3 days	Mon 3/2/26	Wed 3/4/26			NA
4	Romtec Footings and Foundations	10 days	Thu 3/5/26	Wed 3/18/26	3		NA
5	Romtec Water and Sewer Line	10 days	Thu 3/5/26	Wed 3/18/26			NA
6	Romtec - Backfill Foundations	2 days	Thu 3/19/26	Fri 3/20/26	5		NA
7	Romtec Underground Plumbing	3 days	Mon 3/23/26	Wed 3/25/26			NA
8	Romtec Masonry Walls and MEP RI	20 days	Thu 3/26/26	Wed 4/22/26			NA
9	Romtec Roof	10 days	Thu 4/23/26	Wed 5/6/26	8		NA
10	Romtec Interior Slab	2 days	Thu 5/7/26	Fri 5/8/26	9		NA
11	Romtec Interior Finishes	15 days	Mon 5/11/26	Fri 5/29/26			NA
12	Romtec Exterior Finishes	15 days	Mon 5/11/26	Fri 5/29/26			NA
13	Romtec MEP Finishes	5 days	Tue 6/2/26	Mon 6/8/26			NA
14	Romtec Partitions and Accessories	5 days	Tue 6/9/26	Mon 6/15/26	13		NA
15	Romtec Final Cleaning	2 days	Thu 6/25/26	Fri 6/26/26			NA
16	**Splash Pad Piping and Electrical**	**62 days**	**Mon 4/6/26**	**Tue 6/30/26**			**NA**
17	Splash Pad R/I Piping/Electrical	15 days	Mon 4/6/26	Fri 4/24/26			NA
18	Splash Pad Work in Romtec	10 days	Fri 5/15/26	Thu 5/28/26			NA
19	Splash Pad Devicing/Testing/Programm	15 days	Wed 6/10/26	Tue 6/30/26			NA
20	**Earthwork**	**77 days**	**Mon 3/2/26**	**Tue 6/16/26**			**NA**
21	Romtec Footing Excavation	3 days	Mon 3/2/26	Wed 3/4/26			NA
22	Romtec Foundation Backfill	2 days	Thu 3/19/26	Fri 3/20/26			NA
23	Place Gravel Base	5 days	Fri 5/1/26	Thu 5/7/26	17		NA
24	Place Stones - Splashpad Area	10 days	Fri 5/8/26	Thu 5/21/26	23		NA
25	Area Drain R/I	2 days	Fri 5/15/26	Mon 5/18/26			NA
26	Place Topsoil in Splashpad Islands	5 days	Mon 5/11/26	Fri 5/15/26			NA
27	Grading Confirmations - Splashpad Area	3 days	Fri 5/22/26	Tue 5/26/26	24		NA
28	Place Stones outside of Splashpad Area	10 days	Wed 5/27/26	Tue 6/9/26	27		NA
29	Place Topsoil outside of Splashpad Area	5 days	Wed 6/10/26	Tue 6/16/26	28		NA
30	**Site Concrete**	**28 days**	**Fri 5/15/26**	**Tue 6/23/26**			**NA**
31	Splash Pad Concrete	15 days	Wed 5/27/26	Tue 6/16/26	27		NA
32	Site Footings	5 days	Fri 5/15/26	Thu 5/21/26			NA
33	Other Site Concrete	5 days	Wed 6/17/26	Tue 6/23/26	31		NA
34	Fire Pit R/I	3 days	Wed 4/15/26	Fri 4/17/26			NA
35	Cantenary Light Posts and Hammock Posts	3 days	Mon 4/20/26	Wed 4/22/26	34		NA
36	Pavillion Install (3)	10 days	Fri 5/22/26	Thu 6/4/26	32		NA
37	Site Amenity Install	15 days	Thu 6/11/26	Wed 7/1/26			NA
38	Site Lighting R/I and Footings	10 days	Wed 4/15/26	Tue 4/28/26			NA
39	Trash Enclosure Install	5 days	Thu 5/21/26	Wed 5/27/26			NA
40	Landscaping	25 days	Thu 5/28/26	Wed 7/1/26			NA
41	Project Completion	1 day	Wed 7/1/26	Wed 7/1/26			NA



End of Updates – Discussion:

CC Regular Session
Meeting Date: 10/28/2025

Primary Strategic Plan Initiative: Connect the community through Parks, Trails and Recreational Programming.

Title:
Approve Construction Management Services for The Waterfront Waterplay Project

Purpose/Background:
The purpose of this case is to authorize H + U Construction for construction management services for The Waterfront project—and also, to authorize staff and H + U to obtain quotes for mass grading of the site this Fall.

In September, the City issued a Request for Proposal (RFP) for a Construction Manager at Risk (CMAR) with a Guaranteed Maximum Price (GMP) for the water play plaz and associated improvements at The Waterfront. Three pre-qualified firms were invited to submit proposals, and on October 13th, a panel consisting of city staff and Damo Farber Landscape Architects' representative conducted a thorough interview of two firms, and unanimously determined that H & U Construction is ideally suited for all the work to be performed in the coming months at the park. H + U will work with the Project Team (City staff and Damon Farber Landscape Architects as the DESIGN TEAM to provide pre-construction and construction services including cost and schedule estimating, bidding, and day-to-day construction management for the complex park project. (Damon Farber will still provide all the professional design services, to include preliminary design, concept design, schematic design, design development, construction documents and construction administration as they were engaged to do earlier this year.)

On October 21st, 2025, the Public Works Committee recommended to City Council, approval of a contractual agreement with H + U Construction for construction management services for The Waterfront waterplay park improvement project, in the form of a Construction Manager at Risk agreement.

Attached is the city-issued RFP which provides considerable detail on the scope, timing, and responsibilities of and for the construction management firm. The second attachment is H + U's proposal, which includes a schedule (work plan on page 4), which responds to the RFP and challenges of this approximately $5M park project.

Time Frame/Observations/Alternatives:
Construction Management Services
As indicated, this case is to authorize a contractual agreement with H + U Construction for construction management services for The Waterfront waterplay park improvement project. That standard form is included as the third attachment, AIA Document A133-2019. This agreement includes an estimated fee schedule consisting of two parts—Preconstruction & Bidding Phase Services, and Construction & Closeout Phase Services.

The Preconstruction & Bidding Phase Services will be a not-to-exceed amount of $50,000, and that scope of work is described in the city-issued RFP, and also reflected in H + U's proposal and Schedule. These preconstruction services may be summarized as cost estimating, constructability reviews, schedule validation, and value engineering recommendations to ensure delivery of the overall project within the established budget (yet to be determined) and the July completion schedule.

The Construction & Closeout Phase Services is also included in Document A133-2019 but as an estimate. At the time the preconstruction and bidding services are concluding, H + U will issue a Guaranteed Maximum Price—the agreement will then return to City Council for acceptance of GMP and corresponding amendment of the agreement. To reiterate, this case authorizes entering into an agreement with H + U Construction for the preconstruction services for a not-to-exceed amount, which will enable the Design Team (now to include the construction manager) to complete the Plans and Specifications for competitive bidding, at which time H + U will issue the GMP which would then be considered for acceptance by Council in January, along with final approvals to complete the park project.

For the meeting; staff will present imagery of the considerable progress on plans for the park project, highlight near-term activity of the Design Team—and describe the necessity of performing the mass grading this Fall, to prepare for full-on construction to begin in February/March 2026.

The estimates in the table below are provided to communicate the work that has been approved and underway, as well as moving forward, beginning with the *preconstruction phase wherein H + U Construction will prepare detailed cost estimates for this project.

Preliminary Cost Forecast (informational only)—does not include O & M

Activity/Work	**Investment** (estimate or approved amount)	Timeline
Design, engineering, plans and specifications — Damon Farber Architects	$269k	Approved June 2025
Restroom and support building — design, fabrication and delivery (not on-site construction)	$305k	Approved Sept. 2025
Sewer and water service lines	$148k	Approved Sept. 2025
*Construction management services and General Conditions	$50k - $700k	Pending: October '25, January '26
Mass grading, import class 5 to site	$120k	Pending: November '25
Owner procured shelters (3) and outdoor furnishings (eliminates construction manager fees)	$1.1M	Pending: Dec. '25/Jan. '26
SAC/WAC, permitting, owner contingency, signage etc.	$600k	Pending: Feb. '26/July '26
Construction costs (all trades and scope)	$2.4M	Pending: Feb. '26/July '26
.....	.....	.....
Running budget estimate (preliminary and informational only) — **all** costs totaled over time	$4.6M to $5.6M	2025 through 2026

Funding Source:
The Construction Management Services that this case discusses, would be funded by the Park Trust Fund.

Recommendation:
The Public Works Committee and staff recommends entering into a contractual agreement with H + U Construction for construction management services for The Waterfront waterplay park improvement project, in the form of a Construction Manager at Risk agreement.

Outcome/Action:

Motion to approve a contract with H + U Construction for construction management services for The Waterfront waterplay park improvement project, at a not-to-exceed amount of $50,000, until amended in January 2026.

Attachments

RFP for CMAR
H & U Construction proposal
A133 contract w fee estimate
GMP amendment sample
Progress report
The Waterfront Draft Drawings
Preliminary Estimates

Form Review

Inbox	Reviewed By	Date
Bruce Westby	Bruce Westby	10/23/2025 02:39 PM
Brian Hagen	Brian Hagen	10/23/2025 03:36 PM
Form Started By: Mark Riverblood		Started On: 10/17/2025 11:14 AM
Final Approval Date: 10/23/2025		

REQUEST FOR PROPOSAL

CONSTRUCTION MANAGER AT RISK

CITY OF RAMSEY – THE WATERFRONT WATERPLAY

September 30, 2025

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PROJECT INTRODUCTION AND CMAR RFP INVITATION(S)

PREQUALIFICATION BACKGROUND

The City of Ramsey is pursuing a Construction Manager at Risk (CMAR) delivery method for The Waterfront project—an approximately 2-acre park project focused on water play features, scheduled to open by July 1, 2026. Due to the specialized nature of the work, including integrated aquatic systems, complex site coordination, and a non-negotiable summer opening, the CMAR approach was selected to enable early contractor involvement, constructability input, and cost/schedule control.

To meet the project's goals while complying with applicable procurement statutes, the City intends to issue a **CMAR Request for Proposals (RFP)** to three pre-qualified firms. This approach is consistent with Minnesota Statutes § 471.345 (Uniform Municipal Contracting Law) and § 16C.28 (Best Value Procurement), which allow municipalities to evaluate and award construction contracts using qualifications, experience, schedule, and other performance-based criteria—not solely low bid.

The rationale for inviting three 'prequalified' CMAR firms is as follows:

1. **Proven Relevant Experience**
   The invited firms have each successfully completed public park projects in Minnesota that included significant aquatic components, all in collaboration with the same landscape architect leading this project. Their shared history with the Design Team demonstrates an ability to coordinate effectively on fast-tracked, public-sector projects of similar scope and complexity. This minimizes learning curves and reduces risk related to miscommunication or delays.

2. **Best Value and Schedule-Driven Selection**
   With a construction window of less than six months (February–June 2026), it is imperative to bring in a CMAR that can immediately engage in preconstruction services, including value engineering, phasing, and cost estimating. The three firms receiving this RFP are uniquely positioned to do so based on their prior experience, internal resources, and understanding of CMAR protocols. (A broader open solicitation would significantly increase the administrative timeline and could introduce unqualified or inexperienced responders—jeopardizing schedule certainty.)

3. **Maintaining Fair Competition**
   While the solicitation is limited to three firms, each was selected based on objective criteria: relevant past experience, successful CMAR project delivery with aquatic scope, and capacity to meet the project's aggressive timeline and budget constraints (estimated at under $4 million total construction cost). All three firms will receive the same RFP documents, evaluation criteria, and scoring methodology, consistent with Minnesota Best Value procurement practices.

4. **Statutory Compliance**
   The City will fully comply with the requirements of Minn. Stat. § 16C.28, including clear identification of evaluation criteria in the RFP and the relative weight of price versus other qualitative factors. The selection process will be documented and defensible under audit. Additionally, Minn. Stat. § 471.345 permits municipalities to use a competitive RFP process sans public advertising when professional or technical expertise is required, provided that the selection process remains competitive and transparent.

By inviting these three highly qualified CMAR firms, the City is balancing the need for **competitive procurement** with the equally critical goals of **project quality**, **timely delivery**, and **cost containment**—all of which align with Minnesota's procurement rules and the public interest.

PROJECT OVERVIEW

GENERAL INFORMATION

The City of Ramsey ("City") is seeking proposals for a Construction Manager at Risk ("CMAR") with a Guaranteed Maximum Price ("GMP") for the water play plaza and associated improvements at The Waterfront. The selected firm will work with the Project Team which will be comprised of City staff as Owners Representatives, and Damon Farber Landscape Architects ("DESIGN TEAM") to provide preconstruction and construction services including cost and schedule estimating, bidding, and day-to-day construction management for the public park project consisting of a water play experience with support structures and associated landscape in Ramsey, MN.

The City has retained an architectural firm, Damon Farber for professional design services to provide programming and preliminary design, concept design, schematic design, design development, construction documents and construction administration.

PROJECT BACKGROUND

The Waterfront is a 16-acre public park with the 2-acre project site centered around a warm-weather water play experience, yet thoughtfully designed to function as an inviting and engaging public plaza throughout all seasons. While the interactive water elements provide a vibrant and dynamic atmosphere during warmer months, the surrounding landscape, seating, architectural features, and site amenities ensure that the space remains visually appealing, inviting and accessible year-round. The project aims to serve as a community hub that balances seasonal activity with lasting placemaking. The project emphasizes integrated landscape design, interactive water features, and user comfort, all within a carefully managed construction schedule and budget.

At the core of the park will be a large decorative concrete plaza, surrounded by densely landscaped earthen berms and natural stone seating areas. From the highest point of the site, a cascading waterfall will flow into a designed stream feature that runs through the plaza. The plaza and stream will include more than 90 ground-mounted spray nozzles, creating a variety of interactive spray patterns. Water from the system will be collected via two main drains before cascading over a second constructed waterfall into an existing adjacent forebay before entering the 7+ acre deep-water recreational pond.

To support the anticipated volume of seasonal visitors, the project includes a new park support building housing men's and women's restrooms, a family changing room,

mechanical and utility space, and secure storage. Enhancing the visitor experience, the site will also feature:

- Three permanent shade pavilions
- Several fixed shade canopies
- Site furniture, including Adirondack chairs, backed benches, chaise loungers, bistro-style tables and traditional picnic tables
- Three permanent natural gas fire features for extended seasonal use

PROJECT SCHEDULE AND BUDGET

- **CMAR Procurement & Preconstruction:** Fall 2025
- **Final Bidding & GMP Establishment:** January 2026
- **Construction Start:** February 2026
- **Substantial Completion / Park Opening: July 1, 2026**

The project at present has a working budget of approximately $4 million, inclusive of all site work, utilities, structures, and amenities. The CMAR will be expected to provide **preconstruction services that include cost estimating, constructability reviews, schedule validation, and value engineering recommendations** to ensure delivery within this budget and on schedule.

Primary Project Scope Includes:

- Earthwork and grading
- Underground utilities – sanitary sewer & water main (installed fall 2025)
- Underground drain tile and storm sewer for site drainage
- 900 sf park support building
- (3) 384 sf shade pavilions
- 17,000 sf of decorative concrete paving
- Metal guard rails
- 10-15 permanent fabric shade umbrellas
- 145 tons of natural stone
- Irrigation and irrigation pump station with pond intake
- 3,000 sf of synthetic turf
- 150 lf of aluminum fencing
- Landscape plantings

Water Play Detail Includes:

- 90 plus in-ground spray nozzles for water play
- Water play controls
- In-building manifolds
- 3 in-ground manifold boxes
- 6 or more in-ground LED lights
- Ground spray piping
- Splash pad drains and related piping
- Low voltage wiring and conduit for site manifold boxes
- Splash pad control system in mechanical room
- Grounding grid for ground spray assemblies and manifold boxes

Electrical Detail Includes:

- Site will be fed from a utility transformer on the north end to the utility building CT Cabinet & utility meter.
- Service will be 400 amps at 120/208 volt, 3-phase with a panel board inside the building to feed lighting & power.
- Site lighting provided by 12' high pole mounted fixtures. Quantify of 13.
- Catenary lighting (cable mounted lights) hanging over a portion of the plaza.
- Pavilion Lighting/Electrical:
    - Linear fixtures on the underside of the pavilion ceilings
    - Pendant mounted fixtures running down the middle of the pavilions
    - Receptacles provided for gatherings
    - Receptacles & lighting for pavilions fed from panel inside the building

Irrigation Detail Includes:

- Irrigation pump station with cabinet (at pond shoreline) with VFD pump powered from panel inside the building.
- Two-wire Aclima Irritrol Controller with in-ground soil moisture sensors, and various zone valves, some placed in the manifold boxes.
- Irrigation mainlines sufficient to serve irrigation zones beyond the 2-acre waterplay project, various irrigation zones consisting of rotators, sprays and drip irrigation—with one flow-controlled zone to supplement the lower waterfall feature above the forebay.

PROJECT COST ESTIMATE AND BUDGET

Based on facility needs discussed through Schematic Design, the City is estimating a project cost of +/- $4 million dollars, which includes all construction phases of the project from mobilization to closeout and commissioning. The budget established after the CMAR is on-boarded, will be inclusive of all aspects of final design and construction including soft goods, FF&E, and program-based needs, if any.

This project will include Owner Procured and Contractor Installed items. These are either or both items with longer lead times or acquisitions made through cooperative purchasing contracts that would lower the CMAR management costs as a percentage of construction value. Owner procured items known at this time that would fall above and beyond the construction value are:

- Romtec restroom and support building
- Shade pavilions
- Site furnishings to include outdoor furniture, waste receptacles and other movable fixtures

SCOPE OF SERVICES

City intends to enter into an open book Cost of Work plus a fee with a Guaranteed Maximum Price contractual arrangement with the selected CMAR through GMP. The contract will be negotiated for the construction work required, but City will retain the option to select a different CMAR if the City and the selected CMAR cannot agree on a GMP. City intends to use a modified AIA Document A133-2019 Agreement between the Owner and CMAR. An amended AIA Document A201-2017 General Conditions of the Contract for Construction with added supplementary conditions may also be utilized. The City reserves the right to modify the standard forms of agreement to include provisions consistent with City policies. **The Responder must make requests for modifications to the contract documents in the RFP submission if any. Requests for modifications after selection will not be considered. Requests not identified in the proposal constitute an incomplete RFP submission and are grounds for disqualification.**

RESPONSIBILITIES

The CMAR will be responsible for, but not limited to the following:

PUBLIC AND STAKEHOLDER ENGAGEMENT

- Participate in City Council meetings as needed.
- Attend, present, answer inquiries, and supply information for public and stakeholder meetings.
- Provide information and updates for project website, and other City communications.

DESIGN

Design is anticipated to be completed at 50% Construction Documents at CMAR onboarding, with possible alternates still under evaluation. The CMAR shall actively participate in any remaining design meetings, constructability reviews, provide cost estimate(s), and ultimately develop a GMP. More specifically, the CMAR shall provide the following, but not limited to, preconstruction services and activities:

- Assist City and Design Team with keeping the project within the established project budget.
- CMAR to provide recommendations to DESIGN TEAM and City regarding materials, building components and systems, and also evaluate all project systems, components and materials for long term performance, life cycle cost analysis, and economy.
- CMAR to provide cost control resources for the Project Team during the remainder of the Construction Documents ("CD") phase of design for the pump room expansion, which includes reviewing and monitoring the development, and preparation of documents to maintain the project cost within the project budget. CMAR to notify DESIGN TEAM and City of potential cost issues during the development of the drawings and specifications that may have an impact on the cost of the work. Work collaboratively with City and DESIGN TEAM to develop alternatives to keep the project estimates within the fixed budget. Ultimately, CMAR owns and is responsible for the schedule and estimate.

- CMAR to provide formal review and comment, and cost estimate at 100% complete CD documents. CMAR to provide value analysis/engineering ideas and provide associated cost estimates.
- CMAR to prepare scope and bid packages in coordination with DESIGN TEAM and should anticipate multiple bid packages. CMAR to develop a strategy for issuing bid packages that facilitate the completion of those packages. The purpose is to utilize this bidding package strategy to gain the most advantageous issuing of documents, to maximize local subcontractor participation, minimize construction duration while allowing the bid packages to be completed efficiently. Early bid packages may be required of certain building components that are subject to long lead times and/or sub-trades that have high potential for cost escalation.
- GMP to include pricing of alternates as defined by DESIGN TEAM which will be equal to approximately 5% of the GMP.
- CMAR along with DESIGN TEAM to coordinate with building inspections and City planning for plan reviews prior to permit submission. These are reviews by City Staff and stakeholders and are separate and in addition to required reviews by Engineering, and Building Inspections.

CMAR to be a resource to DESIGN TEAM as they prepare Construction documents that conform to the agreed upon scope of the work that is included in the GMP.

CONSTRUCTION PLANNING AND SCHEDULING

- CMAR to work with the City and DESIGN TEAM to develop a work plan for design activities in support of the schedule and budget for the project.
- During the remainder of the construction documents phase, the CMAR will develop the project master schedule including integration of the DESIGN TEAM design efforts, key City activities, preconstruction activities, procurement, construction activities, and work performed by other parties.
- **CMAR to schedule all construction activities to optimize efficiency and to ensure the goal of substantial completion and being fully open for public use on July 1st, 2026.**
- CMAR to provide disruption avoidance planning and

communication with stakeholders and for the safety of residents using the adjoining park and trail areas during construction.

- Ongoing, the CMAR will evaluate all systems, components, and materials for constructability, sustainability, economy, long-term performance for use intended and schedule impacts, and provide recommendations for preferred options consistent with cost and schedule goals.
- In addition, the CMAR will identify long lead times requiring early bid packages and recommend issue dates for same to meet the above completion date.

CONSTRUCTION AND CONSTRUCTION ADMINISTRATION

- CMAR to provide competent, experienced full-time staff, including an experienced construction field superintendent and project management team to coordinate the work, maintain the progress of the subcontractors, coordinate with ongoing activities and operations, and provide overall direction to the project during the construction phase. Establish on-site organization and levels of authority to carry out the overall plans of the construction team.
- Demonstrate high levels of effective, proactive project leadership.
- Work cooperatively and constructively with members of the Project Team to foster positive relationships that support positive outcomes for the team members and the project.
- **CMAR to designate a point of contact/project manager from construction documents design through construction, which will not be reassigned.**
- CMAR will be contractually obligated to not reassign key staff members to other projects without the City's prior written consent. The City will have approval rights to any and all new personnel assigned to this project.
- Before the beginning of construction, and in agreement with the Owner, CMAR will coordinate and lead all pre-construction conferences.
- CMAR will work with City, Owner's representative, DESIGN TEAM in coordinating all RFIs, shop drawings, and any material testing.
- CMAR shall coordinate schedules with all City's vendors.

COST MANAGEMENT

- Implement effective cost management control and tracking procedures to provide the City with the opportunity to make such decisions as required to keep project cost within the fixed budget.
- Implement and maintain cost control methods with "open book" sharing of cost information.
- CMAR to inform City of pending cost issues within five (5) business days of identifying potential issues.
- Implement and maintain a current log of pending cost issues impacting the final cost of the project and review no less than monthly with the City.
- Work with the City and DESIGN TEAM to develop and implement a change management process for the project.

SUBCONTRACTOR SELECTION STRATEGY/BIDDERS LIST

- Bid packages will be developed and include invitations to bid, instructions to bidders, and other forms and supplements needed to convey requirements. CMAR shall demonstrate familiarity with the QuestCDN bidding platform in the RFP response or presentation.
  The Owner's representative, and DESIGN TEAM will be involved with bidding process and bidding strategy with the CMAR for all work reflected in the Construction Documents, including consideration for vendor outreach, and specifically to provide opportunities for small businesses based in the City of Ramsey.

COORDINATION MEETINGS

- Conduct weekly job site meetings that include appropriate subcontractors, City representatives, and DESIGN TEAM representatives to review open issues, schedule work, and resolve pending and upcoming issues. CMAR to prepare a written agenda in advance of each meeting. CMAR to maintain a list of action items with identification of responsible party and due dates for each item. CMAR to distribute written meeting minutes and action item list within 48 hours of each meeting.

SCHEDULE MANAGEMENT

- CMAR to prepare and manage a logic-based project schedule indicating key milestone events, dates, and responsibilities. Project schedule to include design efforts, preconstruction activities, procurement of goods and construction activities. CMAR to provide regular monitoring of the actual progress versus the scheduled progress, identify any variances and prepare a written action plan along with an updated schedule to maintain on-track with the substantial completion date.
- CMAR to determine the adequacy of the subcontractors' personnel and equipment and the availability of materials and supplies to meet the schedule. Report status no less than weekly in regular weekly coordination meetings.
- CMAR to prepare a short-term (2- to 3-week look-ahead) schedule on a weekly basis.
- Coordinate City-purchased and/or third party provided restroom and support building, furniture, fixtures, and equipment with construction of the project.

PROJECT REPORTING

- CMAR to prepare a monthly report with each progress billing that details a project work status report, buy-out to schedule of value analysis, contingency status, schedule status and project progress commentary with applicable job-site photos. Provide other formal communications as requested by City.

QUALITY MANAGEMENT

- CMAR to complete a quality/coordination/constructability review of each bid package prior to issuing bid documents to subcontractors.
- Complete construction of the work in strict accordance with the quality requirements established by the contract documents.
- All testing and independent inspection services required will be secured and paid for by the City. CMAR to cooperate and coordinate with testing and inspection service agencies. CMAR will be responsible for the cost of excessive additional testing due to failed

tests.

- Develop an initial CMAR punch list and issue to subcontractors prior to formal punch list issued by DESIGN TEAM. CMAR to ensure completion of CMAR's initial punch list prior to DESIGN TEAM's punch list walk through.
- Work cooperatively with the Project team to develop and implement an effective commissioning plan.

SAFETY

- Implement a formal project safety plan.
- CMAR to designate on-site safety point of contact.
- CMAR to coordinate jobsite Safety Talks as may be necessary.
- Inform City of any inspections or incidents.

PROJECT CLOSEOUT

- Timely submission of operation and maintenance manuals and completed punch lists, coordination of training, submission of as-built field documents, and financial close-out of project. CMAR to actively support and participate in the commissioning activities.
- Upon completion of construction the DESIGN TEAM and CMAR team will prepare and deliver one set of as- constructed record drawings and specifications in an electronic format acceptable to the City, incorporating revisions made by the DESIGN TEAM during the construction phase and field changes noted on the CMAR's marked up field set.

OTHER

- Assist City in working with various governing authorities as requested.
- Work with the Project Team to develop a communication system that is effective for the participants and meets the schedule requirements of the project.
- CMAR will meet all standard City requirements, including licensures and insurance.

RFP SCHEDULE

Activities & Deliveries	Dates
RFP Solicitation	Tuesday, September 30th, 2025
RFP Submission Due	Thursday, October 9th, 2025, by 3pm
Interviews	Afternoon of Oct. 13th, 2025
Public Works Committee Recommendation to City Council	October 21st, 2025
City Council Contract Approval	October 28th, 2025
Start of Services	Early November 2025
End of Construction	June 2026 (Grand Opening July 4th)

SUBMISSION REQUIREMENTS

The proposal and interview presentation should be a demonstration of the firm's ability to communicate concisely and succinctly. Submissions are to be organized in the same sequence as outlined below. Limit electronic proposal response to ten (10) single-sided printable sheets, minimum font size of 11 point (excludes transmittal cover letter). **Failure to include requested information, or follow the organizational requirements outlined above, will have a negative impact on the evaluation of the proposal. The minimum contents of a proposal are as follows.**

Six (6) bound copies to be brought to the interview. Electronic copy to be submitted on October 9th, 2025, by 3 pm to the contacts below.

Electronic Copies to:

Mariah Albrecht: malbrecht@ci.ramsey.mn.us

Chuck Evens: cevens@damonfarber.com

COMMUNICATIONS

- Provide a brief description of your communications plan for the project.
- Indicate how your firm will communicate with the project team and to overall stakeholders in the project.

SCHEDULE

- Describe key items that will be critical to keeping this project on schedule.
- Provide a list of equipment or materials that may require early procurement.
- Outline steps within your schedule that will ensure the park will be open and operational by July 1st, 2026.
- Indicate any items of concern that may cause delays to your outline.
- Provide an outline of how you would be able to accomplish this in the short timeframe allowed.

SITE LOGISTICS / DISRUPTION ADVOIDANCE

- Provide a site layout plan which shows laydown and storage areas, construction trailers, dumpsters, parking, and construction traffic flow.
- Describe your disruption avoidance plan for all stages of the project.

EVALUATION CRITERIA & PROCEDURES

SELECTION TEAM & INTERVIEWS

A City selected evaluation panel will rate respondents for this work using only objective criteria based upon the information obtained from the Proposals and your interview. The proposed project manager and personnel will be requested to represent the firm at the interviews. The City intends to conduct in-person interviews, but may consider teleconference interviews at their discretion.

SELECTION CRITERIA

The evaluation will consist of a matrix of requirements, qualifications, and experience. The following criteria will be used in evaluating firms for final selection:

Required Component	**A strong proposal will:**	**Weight**
Cover Letter *(Required but not scored)*	Clearly summarize the key elements of proposal and outline why your firm should be selected to provide the CMAR service.	0%
	Nominal 'points' provided for firms that have provided demonstrable assistance during the project development prior to issuance of this RFP	5%
Communications	Outline your firm's communication plan for this project. Your plan should include communication with the project team, Ramsey website updates, as well as the public.	5%
Schedule	Describe the steps required to complete this project on time. Provide a list of any equipment or materials that early procurement will be required. **Demonstrated ability to deliver a quality project for public use on or before July 1st 2026.**	35%
Site Logistics/ Disruption Avoidance	Provide a site plan showing laydown and storage areas, construction trailers, dumpsters, parking, and construction traffic flow. Describe how your firm will limit disruption throughout the duration of this project.	5%
Interviews	Interviews will be 45 minutes long with 20 minutes for presentation and 25 minutes for question and answers.	50%

CONDITIONS OF REQUEST AND REQUIREMENTS

MINIMUM REQUIREMENTS

Consideration of a prospective consultant's (firm's) proposals will be made only if the prospective consultant meets requirements of this RFP. The City reserves the right to adjust, increase, limit, suspend or rescind the rating based on subsequently learned information. The City reserves the right to award a contract to the firm that presents the best proposal and which will best accomplish the desired results for the city.

REQUEST FOR SUPPLEMENTAL INFORMATION

The City reserves the right to require, from any or all consultants (firms), supplemental information that clarifies submitted materials.

QUESTIONS

All questions regarding this solicitation should be directed to the City representative listed in this RFP. Do not attempt to contact other City staff members regarding your proposal or any related submittal.

INCOMPLETE PROPOSALS

Incomplete and/or unsigned proposals will not be considered. However, if a submission is incomplete, and if it appears that the omission can be corrected promptly, the affected firm may be contacted and offered the opportunity to complete the proposal and provide the required information within a prescribed period of time, which will not be extended. If a firm does not respond within the time stated, the Proposal will not be considered.

REJECTION OF SUBMITTED RFP

Proposals that are not current, accurate, and/or completed accurately in accordance with the prescribed format shall be considered non-responsive and eliminated from further consideration.

SELECTION PROCESS TERMINATION

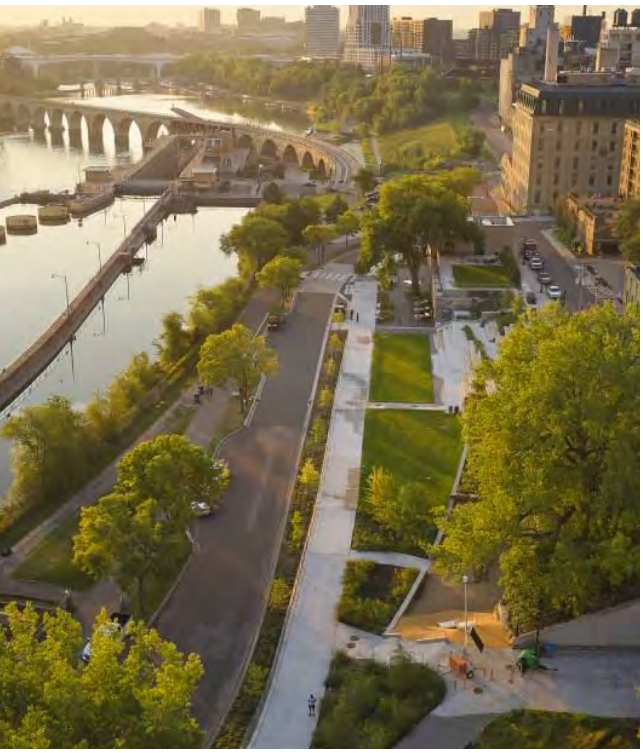
The City reserves the right to terminate the selection process, at any time, without making an award to any and all consultants.

DISQUALIFICATION

Factors such as, but not limited to, any of the following may be considered just cause to disqualify proposals without further consideration:

- Any attempt to improperly influence any member of the selection staff.
- Existence of any lawsuit, unresolved contractual claim or dispute between consultant and the City.

- Evidence of consultant's inability to successfully complete the responsibilities and obligations of the proposals; and Consultant's default under any agreement, which results in termination of the agreement.
- Any consultant (firm) deemed not qualified, or consultants (firms) who's rating changes sufficiently to disqualify them, will be notified in writing. No consultant shall have the right to an appeal based upon an incomplete or late submission.



Complex Projects Solved

PROPOSAL

OCTOBER 9, 2025

City of RAMSEY + H+U CONSTRUCTION

PROPOSAL FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES

CITY OF RAMSEY
THE WATERFRONT WATERPLAY

City of Ramsey
Mariah Albrecht, Parks Administrative Assistant
14199 Jasper Street
Ramsey, MN 55303
Mariah Albrecht: malbrecht@ci.ramsey.mn.us
Chuck Evens: cevens@damonfarber.com

October 9, 2025

City of Ramsey
Mariah Albrecht, Parks Administrative Assistant
14199 Jasper Street
Ramsey, MN 55303
Mariah Albrecht: malbrecht@ci.ramsey.mn.us
Chuck Evens: cevens@damonfarber.com

RE: PROPOSAL FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE CITY OF RAMSEY
THE WATERFRONT WATERPLAY

Dear City of Ramsey Selection Committee:

Thank you for the opportunity to propose as your Construction Manager at Risk (CMAR) for the Waterfront! Our team and I are excited at the opportunity to serve the City of Ramsey on a project that touches on so many of our firm's strengths. We're also excited to continue working alongside Damon Farber Landscape Architects as we've done on several similar projects including Ridgedale Commons, Water Works and Loring Green.

H+U Construction (H+U) has been serving Minnesota cities since 1983, and has since built or improved more than 25,000,000 square feet of public space as a Construction Manager; including numerous award-winning parks and recreation facilities. Below are several additional reasons why we believe H+U is the best partner for this project:

+ **This is What We Do:** Nearly all of our work is completed as a Construction Manager for public agencies. We've successfully completed 500+ multi-million dollar public projects as a Construction Manager; with more than 91% of our clients choosing to becoming repeat clients over the past 10-years.

+ **Right Sized Firm:** Working with a mid-sized firm, you can expect that the improved Waterfront will receive close personal attention from our leadership, including having a consistent presence on site.

+ **Parks and Recreation Experience:** We have decades of experience with parks and recreation projects including park buildings, site improvements, water and play features, gathering spaces, restrooms, and more, including ongoing projects with Damon Farber.

+ **Continued Commitment:** We appreciate the trust our clients have in us and take pride in the work we do. If selected as your CMAR, H+U Construction will remain committed to the project, community, and your satisfaction for decades to come.

Thank you again for the opportunity to serve the City of Ramsey. I hope to meet with you soon, and look forward to responding to any questions you may have.

Respectfully,

Joe Uhlhorn, Project Executive
H+U Construction
Phone: 651 335 4634
Email: juhlhorn@hu-construction.com

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Ridgedale Commons,
City of Minnetonka, MN

Complex Projects Solved

PROPOSAL

MISSISSIPPI GATEWAY REGIONAL PARK
MINI-MISSISSIPPI WATER PLAY AREA
New Construction + Site Improvements

1. COMMUNICATIONS

Our **teamwork philosophy** spreads far beyond our office walls.

• Provide a brief description of your communications plan for the project.

Our proposed team members have positive working relationships with every design firm involved in the Waterfront Park project, including Damon Farber Landscape Architects, Rehder & Associates, Nelson-Rudie & Associates, and Aquatic Design Solutions; each of whom can attest to our ability to communicate proactively, efficiently, and thoroughly.

H+U's standard communications matrix is contained within our Procore software, and will be tailored to reflect any changes desired by the City or design team. Documents, once posted to Procore, will be automatically routed to the pre-determined team members for review, approval, or as updates. Our team will also maintain schedules, budgets, pictures, daily logs, and much more within Procore, to document and communicate progress on a daily basis.

We expect that our team member(s) will attend all design phase meetings and that our staff will facilitate all construction phase meetings so that we can communicate obstacles, opportunities, costs, and schedule impacts in real time, or as close to real time as possible. This high level of involvement will help foster team work and encourage open dialog between all project team members.

Effective communication is essential for the success of the Waterfront Park project. Our communication plan will establish the methods, frequency, and responsibilities for communication among all project stakeholders to:

+ Promote collaboration and transparency
+ Facilitate timely decision-making
+ Ensure accurate dissemination of project information
+ Maintain public confidence and awareness
+ Document communications for accountability and record-keeping

Communication Principles

+ **Clarity:** All communications will be clear, concise, and consistent.
+ **Timeliness:** Information will be shared promptly to prevent delays.
+ **Transparency:** The City and community will be kept informed of key milestones and impacts.
+ **Accessibility:** Project information will be easy to access and understand for all audiences.
+ **Documentation:** All official communications will be recorded and archived.

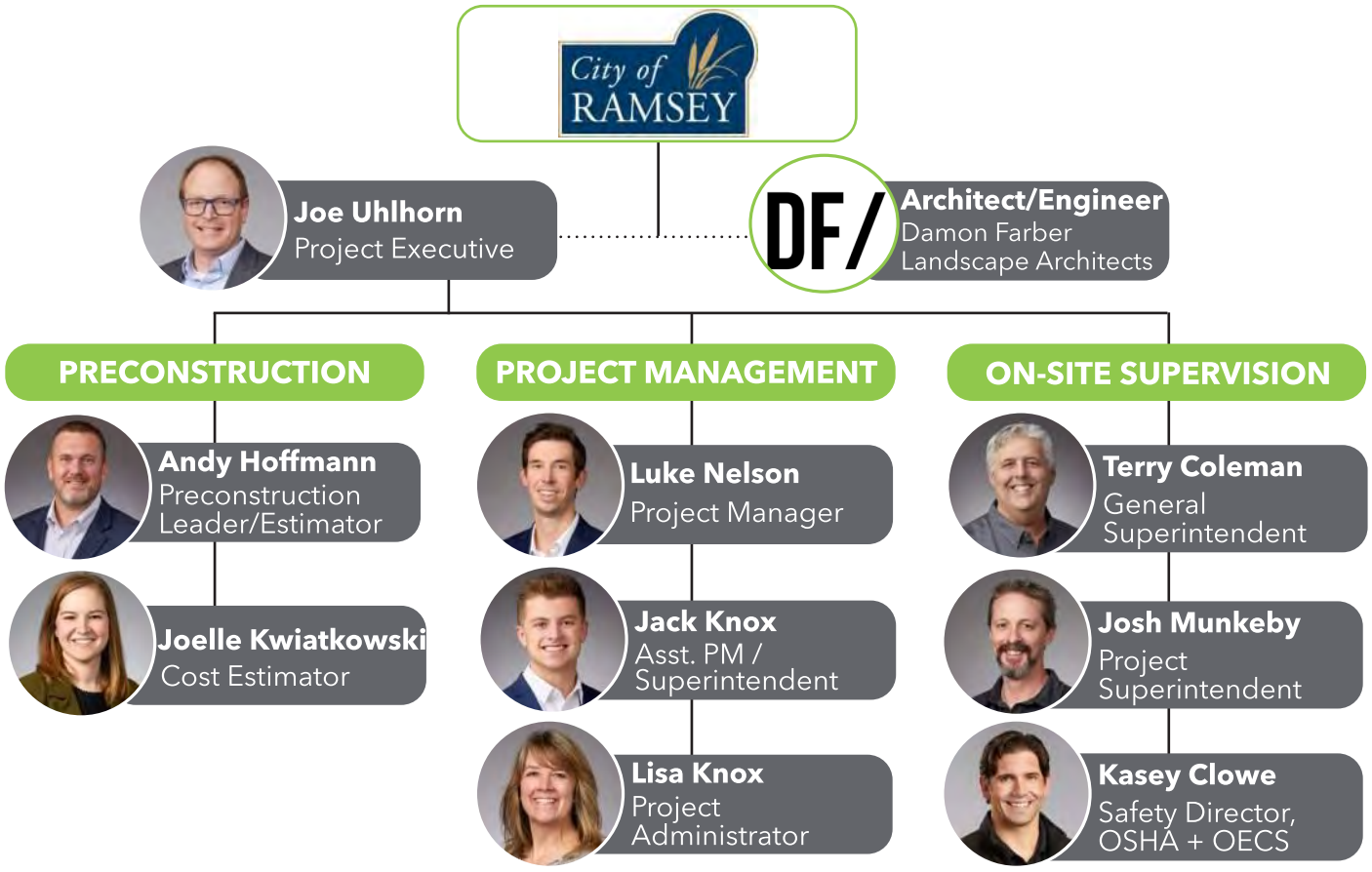
Public Communication: H+U will support the City in keeping the community informed and engaged by offering the following resources:

+ **Dedicated Project Webpage:** Hosted by the City with updates from H+U (photos, milestones, upcoming impacts).
+ **Public Signage:** Display project information, contacts, and anticipated completion dates.
+ **Social Media Updates:** Coordinated with the City's communications team.
+ **Press Releases:** Jointly prepared by City and H+U for major milestones.
+ **Public Inquiries:** Directed to a designated City representative, with input from H+U as needed.

• Indicate how your firm will communicate with the project team and to overall stakeholders in the project.

H+U will actively engage with the City of Ramsey and D/F design team on a daily basis during construction, to communicate project information with project stakeholders including nearby businesses, neighborhood residents, and City departments. H+U will also be available to present to various groups including the City Council when requested. Considering the expedited nature of this project, we expect to provide the City with weekly construction updates as opposed to the more typical monthly updates that longer duration projects often receive. These updates will document the work performed with photos, provide schedule updates, outline upcoming work, and provide other information that may be requested for distribution to the wider Ramsey community via the City website or other means.

The City will be served by the team members shown below; all of whom have completed park projects working alongside Damon Farber within the past 2-years:



H+U's proposed team members have been completing complex projects together for as many as 15 years, and are all currently working on several relevant park improvement projects. Our proposed team will be led by our firm's partners, Project Executive/Partner, Joe Uhlhorn and Preconstruction Leader/Partner, Andy Hoffmann. Joe will be heavily involved and will serve as the City's main contact at all phases of design and construction while overseeing the performance of our team, community engagement, public presentations, and holding subcontractors accountable for meeting the schedule.

H+U's proposed Project Manager (Luke Nelson) and Supervision team (Terry Coleman and Josh Munkeby) will be engaged during the preconstruction phase, and provide day-to-day management of the project and site during construction. Luke will primarily be responsible for budget management, contract enforcement, and overseeing administrative team members. Terry will be regular fixture on-site while Josh will be stationed on-site full-time during construction with the possibility of additional off-hour or weekend supervision being provided by additional team members. Our supervision team will serve as the City's "eyes and ears" during construction while being responsible for enforcing health and safety requirements, providing quality assurance, managing the schedule, coordinating subcontractors, and managing site logistics.

Complex Projects Solved

PROPOSAL

2. SCHEDULE

WATER WORKS
Historical Renovation
7,000/SF Building + 3 Acres of Green Space

500+ Multi-million-dollar projects completed **on-schedule** + **on-budget**.

• Describe key items that will be critical to keeping this project on schedule.

We understand that the City will or has already begun early procurement of the Romtec bathroom building and Poligon shelters. Our schedule shows us installing the foundations for these buildings shortly after bidding (Feb 2026) so we will need to work with the City, design team, and the vendor to obtain approved foundation designs before we award concrete work in the January bid event.

We also understand that the City has already procured a utility contractor to install the new sanitary and water service to the site. We assume this work will be completed in 2025. We strongly advise, and show in our schedule, early procurement of a grading contractor to complete the mass grading on the site in 2025. The best scenario would be to award this work in late October and have it completed in November or early December 2025.

Power to the site will need to be provided by new electrical service and a new transformer. This should be coordinated with Connexus Energy as soon as the electrical load for the site is determined - hopefully November 2025. Other electrical components that we need to monitor lead times on and may need to procure early are switchgear and light fixtures.

The precast bridge on the SE side of the site will require shop drawings and coordination with the concrete paving. These shop drawings need to be approved by March 1, the footings for the bridge installed in early April, and the precast released for production by the middle of April.

Site amenities, and site furniture will need to be ordered by April 1st to ensure they are delivered to the site in time for installation in late June.

We assume some coordination has already begun on permitting the work. Plan reviews with the City of Ramsey and potentially the State of MN (plumbing) need to be completed as soon as possible. All permitting activities need to be pushed on this project to ensure they do not create a delay.

Our schedule shows approval of the GMP at the January 27, 2026 City Council meeting. Approving the project's costs at that meeting allows H+U to complete subcontracting for the work and get started on construction related submittals, as well as foundation work for the shelters.

• Provide a list of equipment or materials that may require early procurement.

We have outlined suggested equipment and materials for early procurement on page 6.

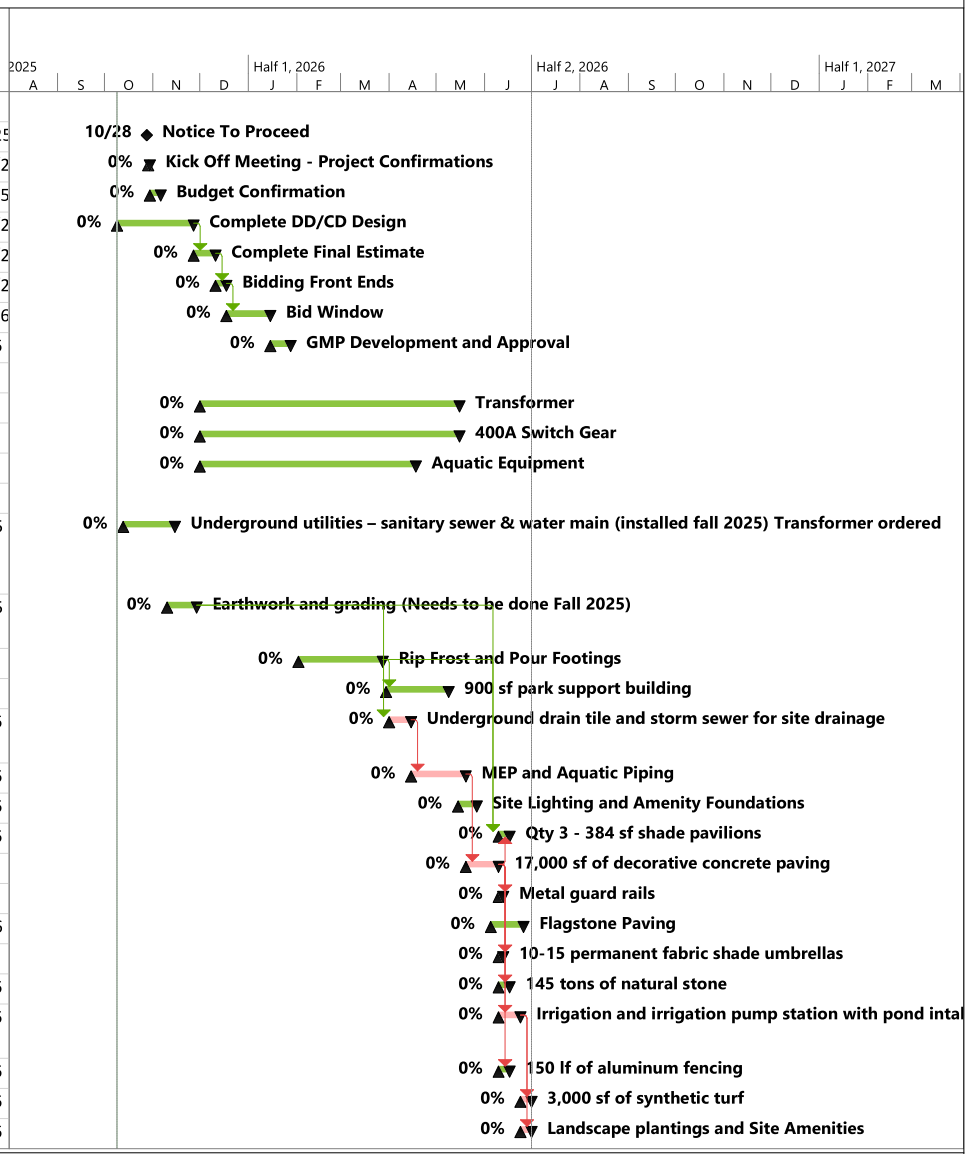
• Outline steps within your schedule that will ensure the park will be open and operational by July 1st, 2026.

Please see our schedule and considerations on the following pages outlining steps to ensure the park will be open and operational by July 1, 2026.

- **Provide an outline of how you would be able to accomplish this in the short timeframe allowed.**

The Waterfront Waterplay

ID	Task Name	Duration	Start	Finish
1	**THE WATERFRONT WATERPLAY**			
2	Notice To Proceed	0 days	Tue 10/28/25	Tue 10/28/25
3	Kick Off Meeting - Project Confirmations	1 day	Wed 10/29/2	Wed 10/29/2
4	Budget Confirmation	5 days	Thu 10/30/25	Wed 11/5/25
5	Complete DD/CD Design	35 days	Thu 10/9/25	Wed 11/26/2
6	Complete Final Estimate	10 days	Thu 11/27/25	Wed 12/10/2
7	Bidding Front Ends	5 days	Thu 12/11/25	Wed 12/17/2
8	Bid Window	20 days	Thu 12/18/25	Wed 1/14/26
9	GMP Development and Approval	9 days	Thu 1/15/26	Tue 1/27/26
10	**Procurement (Long Lead Items)**			
11	Transformer	120 days	Mon 12/1/25	Fri 5/15/26
12	400A Switch Gear	120 days	Mon 12/1/25	Fri 5/15/26
13	Aquatic Equipment	100 days	Mon 12/1/25	Fri 4/17/26
14	**Construction**			
15	Underground utilities – sanitary sewer & water main (installed fall 2025) Transformer ordered	25 days	Mon 10/13/25	Fri 11/14/25
16	Earthwork and grading (Needs to be done Fall 2025)	15 days	Mon 11/10/25	Fri 11/28/25
17	Rip Frost and Pour Footings	40 days	Mon 2/2/26	Fri 3/27/26
18	900 sf park support building	30 days	Mon 3/30/26	Fri 5/8/26
19	Underground drain tile and storm sewer for site drainage	10 days	Wed 4/1/26	Tue 4/14/26
20	MEP and Aquatic Piping	25 days	Wed 4/15/26	Tue 5/19/26
21	Site Lighting and Amenity Foundations	8 days	Fri 5/15/26	Tue 5/26/26
22	Qty 3 - 384 sf shade pavilions	5 days	Wed 6/10/26	Tue 6/16/26
23	17,000 sf of decorative concrete paving	15 days	Wed 5/20/26	Tue 6/9/26
24	Metal guard rails	3 days	Wed 6/10/26	Fri 6/12/26
25	Flagstone Paving	15 days	Fri 6/5/26	Thu 6/25/26
26	10-15 permanent fabric shade umbrella	3 days	Wed 6/10/26	Fri 6/12/26
27	145 tons of natural stone	5 days	Wed 6/10/26	Tue 6/16/26
28	Irrigation and irrigation pump station with pond intake	10 days	Wed 6/10/26	Tue 6/23/26
29	150 lf of aluminum fencing	5 days	Wed 6/10/26	Tue 6/16/26
30	3,000 sf of synthetic turf	5 days	Wed 6/24/26	Tue 6/30/26
31	Landscape plantings and Site Amenities	5 days	Wed 6/24/26	Tue 6/30/26



Page 1 of 1 Thu 10/9/25

We believe construction projects are **far greater** than the sum of their parts.

• Indicate any items of concern that may cause delays to your outline.

Our key project team members compiled the schedule on the previous page, showing a path to completion on July 1st, 2026. While designs are not yet complete, materials have not all been selected, and other forces outside of our control could impact the schedule, we believe that we have prepared an aggressive but achievable logic-based schedule. Meeting this schedule will require an engaged owner, responsive design partners, committed subcontractors, and aggressive schedule management. Several considerations for this schedule and accommodations include the following:

+ **Utility + Rough Grading:** We believe it will be necessary to have the site graded, and to have sewer and water utilities installed before winter. Since utility work is already slated to start in October and be completed this fall, it may be cost effective to have the same contractor complete rough grading at the same time. We believe the cost of this work will be less than $175,000, allowing the work to be procured without public bidding.

+ **Early Procurement:** Immediately upon selection, our team would request City approval to procure a 400 amp switchgear and work with Connexus Energy to procure the new Transformer. These materials can carry very long lead times and will need to be purchased before the GMP is submitted. Switchgear may be purchased most efficiently using the State's Sourcewell contract.

+ **Early Start:** Our schedule requires ground thawing and frost ripping to install concrete foundations this winter since these foundations must be installed before sub-grade MEP and aquatic piping can be installed. H+U has frost blankets available for the project, and with City approval, would install them in late November once the rough grading is completed, in order to maintain frost at a more manageable depth to help expedite foundation excavation and allow it to be completed more efficiently.

+ **Road Restrictions:** All heavy equipment, specifically excavation equipment, must be delivered to and stored at the site before road restrictions come into effect; typically in late February or early March. Our schedule has us starting foundation excavation in early February, immediately after the GMP is approved on January 27th. This makes the GMP approval date critical to the overall schedule, as a 2-3 week delay in approval could jeopardize our ability to bring equipment to the site and start on schedule.

+ **On-Site Storage:** We want to encourage subcontractors to deliver materials to the site as early as possible to ensure that materials are readily available when needed. To accommodate this and because there is ample land adjacent to the park, we propose to provide secure Conex storage boxes on site for subcontractor use.

+ **Design Team Considerations:** We would like to review final specifications as early as possible, so that our team has an opportunity to identify schedule impacts and request changes as necessary. Specifications sometimes include things like a 3-week green up period before plantings can be installed and lengthy timelines for plantings establishment, which we would request be waived in consideration of the completion date.

Progress through **collaboration.**

+ **Material Selections:** Some materials included in the design may need to be modified to accommodate the construction schedule. Our team expects to be engaged in the design process to identify these materials in real-time and to find timely alternatives as needed. We've already identified several materials that we'd like to revise, either to maintain the schedule or improve the finished product, as follows:

1. Plans show a precast bridge on sheet L120 (noted as AM-03). Precast bridges carry long lead times and their precise dimensions are often field verified before fabrication begins, which our schedule cannot accommodate. We recommend revising the bridge to be timber or a prefabricated assembly to ensure materials can be delivered on schedule.

2. Plans call for Turf Grass across the site, which we would recommend confirming is intended to be sod and not seed. This will help expedite the turf establishment after the project is completed and reduce the likelihood that park patrons and pedestrian traffic will damage the turf before can be established.

3. Plan sheet L110 shows fairly extensive pavers (noted as P-05) surrounding decorative concrete. Pavers can be expensive and are very time consuming to install when compared to decorative concrete. We would recommend changing these pavers to decorative concrete to expedite the schedule and reduce the construction cost.

4. Decorative concrete types P-01 through P-04 call for fiber reinforcement, which we would recommend changing to wire mesh reinforcement. While it is faster to install fiber reinforcement, the fibers can protrude from the concrete and are not appealing to walk on with bare feet. Considering the combined play and water elements included in this project, fiber reinforcement may not be the best product to use here.

MINNEAPOLIS/ST. PAUL BUSINESS JOURNAL
TWIN CITIES LARGEST GENERAL CONTRACTORS
H+U Construction
RANKED #18
2025

WHY H+U?

What makes H+U Construction different from our competition? It's our people, their commitment to a job well done, their dedication to our clients, and the determination to be the best they can be through continuous learning and refinement of their skills in Construction Management.

Our teamwork philosophy spreads far beyond our office walls and runs deep between our collaborative work with all our partners, clients, architects, engineers, contractors, communities and owners we work with – resulting in strong, long-lasting relationships.

Complex Projects Solved

PROPOSAL

3. SITE LOGISTICS + DISRUPTION AVOIDANCE

BRYANT PARK
Renovations + Site Improvements

• Provide a site layout plan which shows laydown and storage areas, construction trailers, dumpsters, parking, and construction traffic flow.

Our team prepared the staging and site utilization plan below, which shows site boundaries (temp. fencing) and site access points in red, the work area in green, and laydown area in blue. This plan is conceptual and will be refined throughout the design process, but accounts for new utility locations, places the field office trailer north of the site near the new transformer with clear views of the site and adjacent parking, keeps subcontractor parking away from residential buildings, and takes advantage of city-owned land south and west of the site to serve as a laydown and unloading area which will help preserve the newly installed sidewalks and parking areas.

3. SITE LOGISTICS + DISRUPTION AVOIDANCE

H+U projects have had **zero willful citations or lost time injuries** in over 5-years.

• Describe your disruption avoidance plan for all stages of the project.

Disruption Avoidance Plans (DAP) are a large part of nearly every project H+U takes on, and it is always our goal to be a "good neighbor". We do not expect that the project will disrupt utility service to the neighboring properties or require street closures, but there are still disruptions that we need to minimize and communicate, including:

+ **Night and/or Weekend Work:** Given the expedited schedule, it is likely that crews will need to work extended days and/or on weekends to expedite the project. Our team was unable to find city ordinances restricting work hours, but if there are ordinances that restrict work, we would like to discuss a temporary variance allowing crews to work up to 12-hour days M-F, and between the hours of 8:00 and 4:00 on occasional weekends. In the event that a variance is granted, H+U will prepare signage and marketing materials to be posted at the site and delivered to neighboring buildings explaining the specific days, hours, and activities that will be taking place on site.
+ **Construction Noise:** Deliveries and heavy equipment operating hours will be restricted to Monday through Friday between the hours of 8:00 am and 4:00 pm in order to limit the noise generated by the project and to be a good neighbor. Our Superintendent will enforce these hours, which will also be discussed at every construction meeting and documented in meeting minutes.
+ **Dust Protection:** Any soils that are exposed to the elements for short periods will be misted with water to minimize dust. Soils left exposed for longer periods will be seeded.
+ **Parking Lot Closure:** Our current site plan shows the small parking lot east of the site being restricted for subcontractor parking, which would also serve as a site access point for large equipment such as truck cranes, cement trucks, tree spade trucks, boulder deliveries, etc. This closure will be advertised with signage in advance, and directional signage will also be provided directing drivers to other on-street parking areas near the park.
+ **Short-term Sidewalk Closures:** We intend to maintain pedestrian access to the sidewalk along Center Street during construction, but there will be times when it will be obstructed to allow materials and equipment to access the site by crossing the sidewalk. Our staff will post signage along the sidewalk notifying pedestrians of dates when the sidewalk may be obstructed for several minutes at a time throughout the day, and if necessary, can provide staff to direct vehicles and pedestrians at times.
+ **Stormwater Pollution Protection:** A stormwater pollution protection plan (SWPPP) and SWPPP Permit will be required for the project, and is especially important considering the sites proximity to the neighboring pond. H+U will provide SWPPP monitoring and enforcement including site inspections after rain events and throughout work days, street and sidewalk sweeping, additional silt fence or silt fence repairs, inlet protection, tire wash(s), etc. to ensure compliance with the permit and to help the site appears neat and tidy at all times.
+ **On-Site Supervision:** H+U will provide full-time supervision for the project, with staff on-site at all times when work is being completed. This ensures that there will always be a representative on site to enforce our standards, address concerns, and coordinate deliveries, manage the site, and represent the City's interests in real-time.

CONSTRUCTION MANAGEMENT + GENERAL CONTRACTING + OWNER REPRESENTATION + CONSTRUCTION CONSULTING

5555 West 78th Street, Suite A / Minneapolis, MN 55439 / T 952 941 0075 / info@hu-construction.com / www.hu-construction.com

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the day of in the year
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

City of Ramsey
14199 Jasper Street
Ramsey, MN 55303

and the Construction Manager:
(Name, legal status, address, and other information)

Hoffmann+Uhlhorn Construction, Inc. dba H+U Construction
5555 W 78th Street, Suite A
Minneapolis, MN 55439

for the following Project:
(Name, location, and detailed description)

Waterfront Park
Ramsey, MN

The Architect:
(Name, legal status, address, and other information)

Damon Farber Landscape Architects
310 4th Ave S, Suite 7050
Minneapolis, MN 55415

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

June 30, 2026

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

The project must be complete and open to the public by June 30, 2026

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Mark Riverblood
Parks and Assistant Public Works Director
14199 Jasper Street
Ramsey, MN 55303
mriverblood@ci.ramsey.mn.us
763-238-1733

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:

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(List name, address and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Braun Intertec

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Chuck Evans, PLA
Associate Principal
310 S 4th Street, Suite 7050
Minneapolis, MN 55415
cevens@damonfarber.com
651-216-6115

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Joe Uhlhorn
Project Executive + Partner
5555 W 78th Street, Suite A
Minneapolis, MN 55439
juhlhorn@hu-construction.com
651-335-4634

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§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

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ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

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§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

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§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner

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and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner

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shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

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(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

The Construction Manger's compensation for Preconstruction phase services will be a not to exceed amount of $50,000 subject to the Fee Summary sheet attached to this contract.

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Fee Summary sheet for hourly billing rates.

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments
§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid 40 days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

1.5% monthly

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
§ 6.1 Contract Sum
§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

The Construction Manager's Fee will be 2% applied to the Cost of the Work.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Construction Manager's fee will be adjusted to 2% of the final Cost of Work amount.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed percent (%) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

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(Insert terms and conditions for liquidated damages, if any.)

None

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

All savings at the completion of the project will be returned to the Owner.

§ 6.2 Guaranteed Maximum Price
The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work
§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed
§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs
§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

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§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

See attached Fee Summary Sheet.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs
Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

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§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

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§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- **.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- **.8** Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- **.9** Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

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ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 40days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate

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that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

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.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

5% on all work

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Reductions in retainage are subject to the MN Prompt Payment Act

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Reductions in retainage are subject to the MN Prompt Payment Act

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

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.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

1.5% monthly

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Arbitration pursuant to Article 15 of AIA Document A201–2017

[ ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not

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otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

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ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than $2,000,000 for each occurrence and $3,000,000 in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than $1,000,000 per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than $1,000,000 each accident, $1,000,000 each employee, and $1,000,000 policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than $2,000,000 per claim and $2,000,000 in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

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§ 14.3.2 Construction Phase
After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Notice can be provided via email to the representative identified in this email

§ 14.5 Other provisions:

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds

.4 AIA Document A201™–2017, General Conditions of the Contract for Construction

.5 Building Information Modeling Exhibit, if completed:

.6 Other Exhibits:
(Check all boxes that apply.)

[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals,

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are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	Joseph A. Uhlhorn, Project Executive + Partner *(Printed name and title)*

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AIA® Document A133® – 2019

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PAGE 1

City of Ramsey
14199 Jasper Street
Ramsey, MN 55303

...

Hoffmann+Uhlhorn Construction, Inc. dba H+U Construction
5555 W 78th Street, Suite A
Minneapolis, MN 55439

...

Waterfront Park
Ramsey, MN

...

(Name, legal status, address, and other information)

Damon Farber Landscape Architects
310 4th Ave S, Suite 7050
Minneapolis, MN 55415

PAGE 3

June 30, 2026

...

The project must be complete and open to the public by June 30, 2026

...

Mark Riverblood
Parks and Assistant Public Works Director
14199 Jasper Street
Ramsey, MN 55303
mriverblood@ci.ramsey.mn.us
763-238-1733

PAGE 4

Braun Intertec

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...

Chuck Evans, PLA
Associate Principal
310 S 4th Street, Suite 7050
Minneapolis, MN 55415
cevens@damonfarber.com
651-216-6115

...

Joe Uhlhorn
Project Executive + Partner
5555 W 78th Street, Suite A
Minneapolis, MN 55439
juhlhorn@hu-construction.com
651-335-4634

PAGE 11

The Construction Manger's compensation for Preconstruction phase services will be a not to exceed amount of $50,000 subject to the Fee Summary sheet attached to this contract.

...

See attached Fee Summary sheet for hourly billing rates.

...

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ~~(—)~~ 40 days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

...

~~%~~ 1.5% monthly

...

The Construction Manager's Fee will be 2% applied to the Cost of the Work.

...

The Construction Manager's fee will be adjusted to 2% of the final Cost of Work amount.

PAGE 12

None

...

All savings at the completion of the project will be returned to the Owner.

PAGE 13

See attached Fee Summary Sheet.

PAGE 16

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 5th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 15th day of the

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following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~( ) days~~ 40days after the Architect receives the Application for Payment.
PAGE 18

5% on all work

...

Reductions in retainage are subject to the MN Prompt Payment Act

...

Reductions in retainage are subject to the MN Prompt Payment Act
PAGE 19

~~%~~ 1.5% monthly
PAGE 20

[**X**] Arbitration pursuant to Article 15 of AIA Document A201–2017
PAGE 22

§ 14.3.1.1 Commercial General Liability with policy limits of not less than ~~($)~~ $2,000,000 for each occurrence and ~~($)~~ $3,000,000 in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ~~($)~~ $1,000,000 per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

...

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ~~($)~~ $1,000,000 each accident, ~~($)~~ $1,000,000 each employee, and ~~($)~~ $1,000,000 policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ~~($)~~ $2,000,000 per claim and ~~($)~~ $2,000,000 in the aggregate.
PAGE 23

Notice can be provided via email to the representative identified in this email
PAGE 24

Joseph A. Uhlhorn, Project Executive + Partner

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:24:29 ET on 10/16/2025 under Order No. 4104243742 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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RAMSEY WATERFRONT PARK
H+U CONSTRUCTION COMPENSATION SUMMARY
BASED ON $3.1M COST AND 5 MONTH CONSTRUCTION DURATION

Preconstruction & Bidding Phase Services (NTE Total)				
Description	**Quantity**	**Unit**	**Rate**	**Total**
Project Executive	80	HR	$185	$14,800
Preconstruction Manager	80	HR	$160	$12,800
Cost Estimator	80	HR	$120	$9,600
MEP Estimator	8	HR	$185	$1,480
Project Manager	40	HR	$145	$5,800
Project Administrator	25	HR	$92	$2,300
Project Accountant	8	HR	$92	$736
Project Superintendent	16	HR	$145	$2,320
Total Preconstruction Phase Services Not to Exceed Amount*:				**$49,836**

Construction & Closeout Phase Services (NTE Total)				
Description	**Quantity**	**Unit**	**Rate**	**Total**
Project Executive	117	HR	$185	$21,645
Project Manager	560	HR	$145	$81,200
Assistant Project Manager	400	HR	$110	$44,000
Project Administrator	75	HR	$92	$6,900
Project Accountant	40	HR	$92	$3,680
General Superintendent	200	HR	$170	$34,000
Project Superintendent (Full Time)	865	HR	$145	$125,425
Health & Safety Director	40	HR	$150	$6,000
Field Office Trailer	5	MO	$1,250	$6,250
Field Office Equipment & Technology	5	MO	$300	$1,500
Superintendent Truck & Travel	5	MO	$1,200	$6,000
In-House Printing	5	MO	$100	$500
Office Staff Mileage	5	MO	$200	$1,000
Total Construction & Closeout Phase Services Not To Exceed Amount*:				**$338,100**

Construction Manger Fee**	**Estimated Construction Cost**	**CM Fee %**	**Total**
Construction Manager Fees	$3,100,000	2.00%	**$62,000**

Construction Manager Total Compensation:	**$449,936**

*The total costs shown are T&M Not to Exceed Amounts and will be invoiced monthly.

**The construction management fee will be adjusted to 2% of the final construction value at completion

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of in the year , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the day of in the year (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

THE OWNER:
(Name, legal status, and address)

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ($), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories,

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User Notes: (1668433972)

including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion
§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

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§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

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§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for

AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:26:38 ET on 10/16/2025.

There are no differences.

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:26:38 ET on 10/16/2025 under Order No. 4104243742 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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THE WATERFRONT

Working DRAFT

RAMSEY, MN
OCTOBER 17, 2025

DF/ DAMON FARBER

DESIGN DEVELOPMENT

SCHEDULE

WE ARE HERE
2025
2026
JUN
JUL
AUG
SEP
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
JUL
SCHEMATIC DESIGN
REVIEW
Project Kick-Off
Parks & Recreation Commission Meeting
50% SD
100% SD
Bi-weekly design team and Client meetings
DESIGN DEVELOPMENT
REVIEW
50% DD
100% DD
Bi-weekly design team and Client meetings
Cost Estimation
CONSTRUCTION DOCUMENTS
REVIEW
60% CD
95% CD
100% CD
Bi-weekly design team and Client meetings
BIDDING + AWARD CONTRACT
Advertise for Bids
Pre-Bid Meeting
Review bids
Award Contract
CONSTRUCTION ADMINISTRATION
Preconstruction Meeting
Construction Start
Target Opening (July 1)

DD Design Overview

SITE PLAN

Toddler Splash Zone &
Performance Space
Fire Features
Park Support Bldg.
Overlooks
Waterfall
Water Play Plaza
Lawn & Lounge
Shade Pavilions
Waterwall

SITE PLAN

REFERENCE NOTES SCHEDULE MATERIALS PLAN NORTH

SYMBOL	CODE	DESCRIPTION
CURB		
	CB-01	CURB TYPE 01 - 12" FLUSH CONCRETE CURB
PAVING		
	P-01	PAVING TYPE 01 - CONCRETE PAVING
	P-02	PAVING TYPE 02 - DECORATIVE CONCRETE PAVING
	P-03	PAVING TYPE 03 - DECORATIVE CONCRETE PAVING
	P-04	PAVING TYPE 04 - DECORATIVE CONCRETE PAVING
	P-05	PAVING TYPE 05 - DECORATIVE STONE PAVING
	P-07	PAVING TYPE 07 - SYNTHETIC TURF
ROCK		
	RO-01	ROCK TYPE 01 - STONE SEAT WALL
	RO-02	ROCK TYPE 02 - STONE @ "GLACIAL OUTWASH", "ICEFALL"
	RO-03	ROCK TYPE 03 - STONE @ "KAME CREST"
	RO-04	ROCK TYPE 04 - STONE @ "GEYSER MEADOW"
	RO-05	ROCK TYPE 05 - STONE @ "GLACIAL TERMINUS"
	RO-06	ROCK TYPE 06 - STONE @ "ERRATIC FIELD"
	RO-07	ROCK TYPE 07 - STONE @ "MEANDER"
	RO-08	ROCK TYPE 08 - STONE @ "ROCKFALL SEATING"

THE PLAZA

ENTRY FROM STREET CORNER

THE WATER PLAZA DESIGN

THE WATER PLAZA DESIGN

WATERPLAY TODDLER ZONE DESIGN

WATERPLAY TODDLER ZONE DESIGN

Synthetic Lawn & Adirondack Chairs

Precast Concrete Gas Fire Pits

Decorative Concrete Paving

Ground Sprays

Lounge Seating

Permanent Shade Umbrellas

Custom Poles for Catenary Lighting

Catenary Lighting - Color Changing

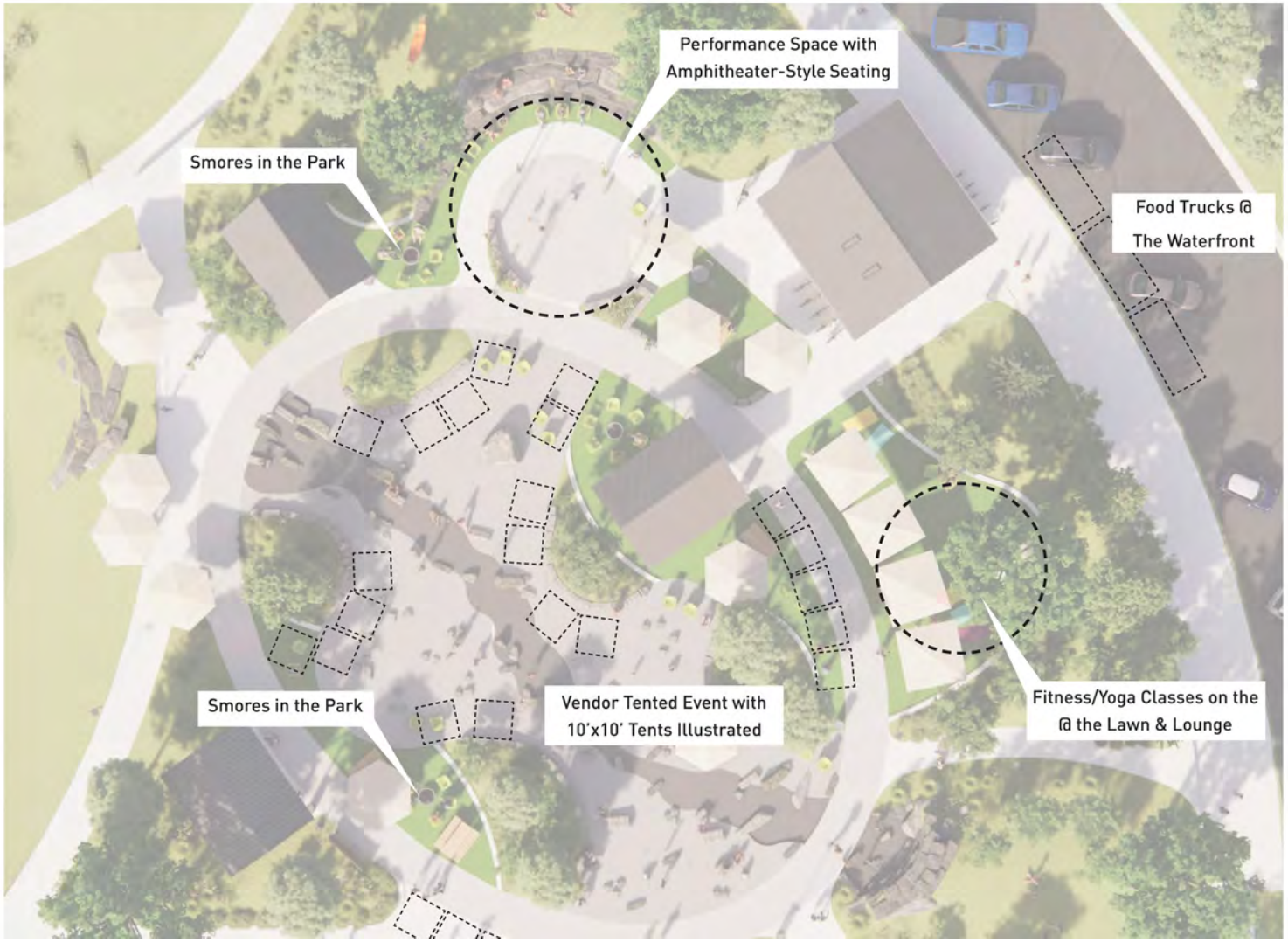
THE PLAZA / NATURAL STONE

Manufacturer: Northern Natural Stone
Product: Virginia Slate Irregular Boulders, sizes vary

Manufacturer: Northern Natural Stone
Product: Virginia Slate Elongated Boulders, sizes vary

Manufacturer: Northern Natural Stone
Product: Virginia Slate Massive Boulder, 8` Dia. 3`H Max

THE PLAZA / TEMPORARY ACTIVATIONS



THE PLAZA / SEATING

Draft Placeholder diagram
to illustrate ...
-linear feet of stone seatwalls
-highlight benches
-highlight chairs
-highlight loungers
-highlight picnic tables

THE PLAZA / PUBLIC ART INSPIRATION

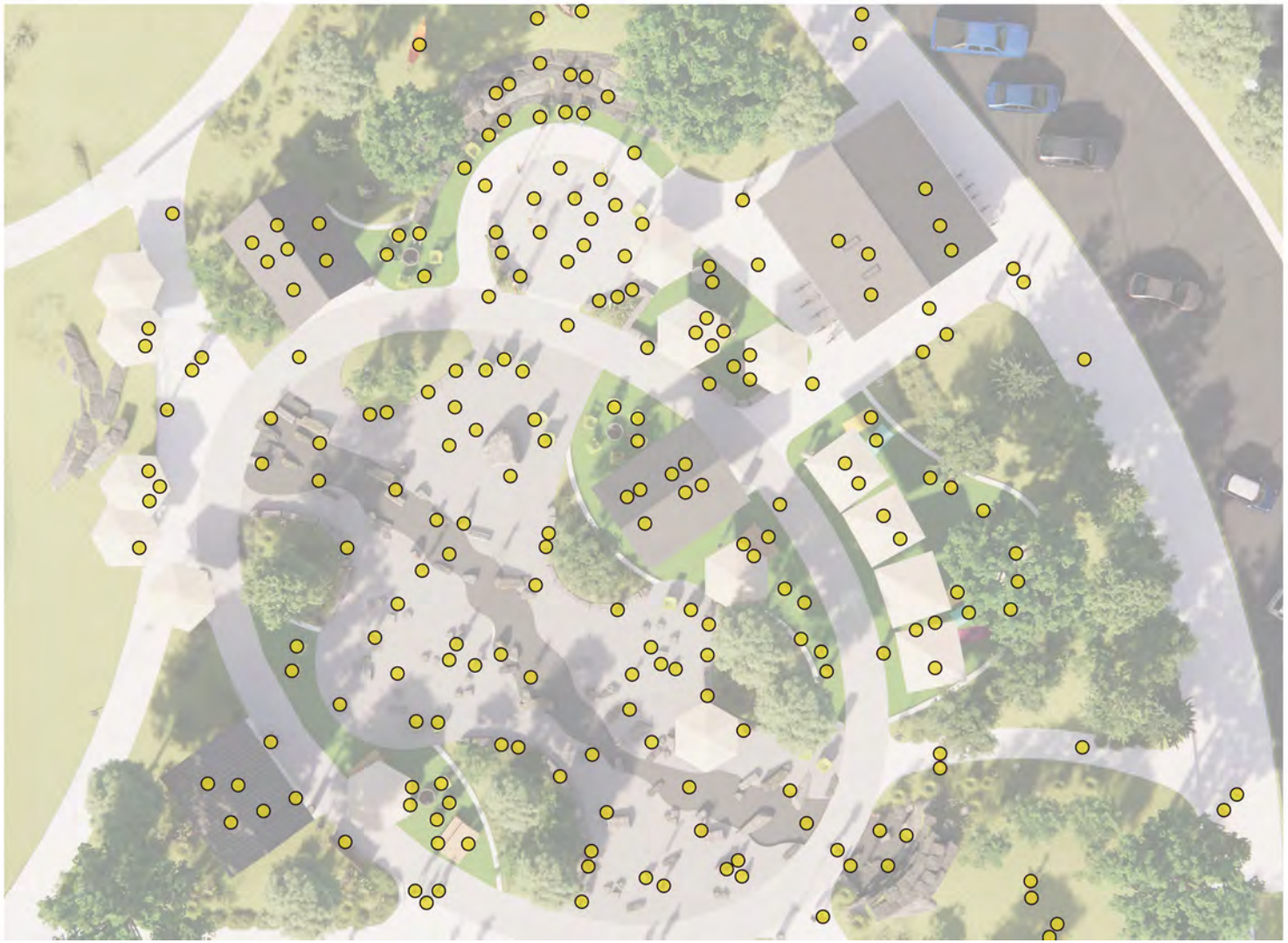
SIGNAGE DESIGN

Dimensional Letter Signage Inspiration

City Logo Stained on Building

Project Sign Concepts

THE PLAZA / CAPACITY



Key

Yellow dots illustrate 1-person/ dot on an average warm weekend summer day.

The space can accommodate hundreds of people

THE PLAZA / SUPPORTING UTILITIES

LAWN & LOUNGE

LAWN & LOUNGE - AMENITIES

Synthetic Lawn & Adirondack Chairs

Lounge Seating

Permanent Shade Umbrellas

Moveable Picnic Tables

Precast Concrete Gas Fire Pits

HDPE Adirondacks Chairs

Precast Cocrete Fire Feature

OTHER VIEWS

OTHER VIEWS

OTHER VIEWS

OTHER VIEWS

OTHER VIEWS

OTHER VIEWS

Site Structures & Materials

SITE STRUCTURES

PAVILIONS

Black Steel Frame & Dark Standing Seam Metal Roofing over T&G Cedar Decking

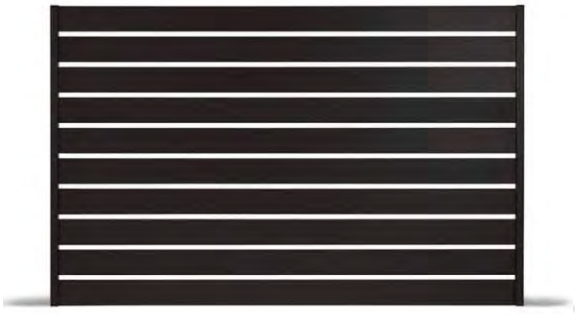
PARK BUILDING

Semi-Transparent Gray-Stained Cedar Siding & Dark Standing Seam Metal Roofing

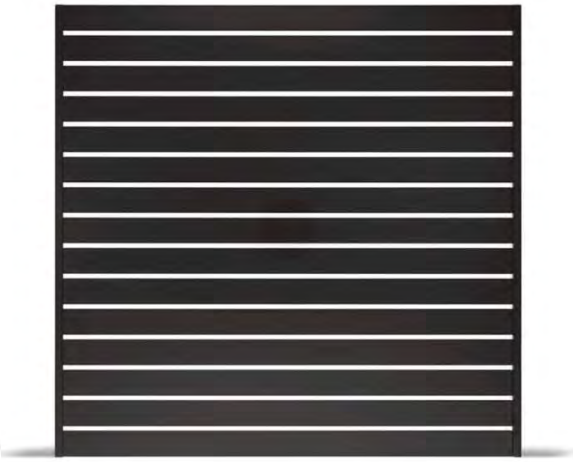
UMBRELLAS

Powdercoated Steel Frame & Sunbrella Fabric

FENCES



4' Semi-Solid Screen Fence - Black Aluminum Slats & Fence Posts

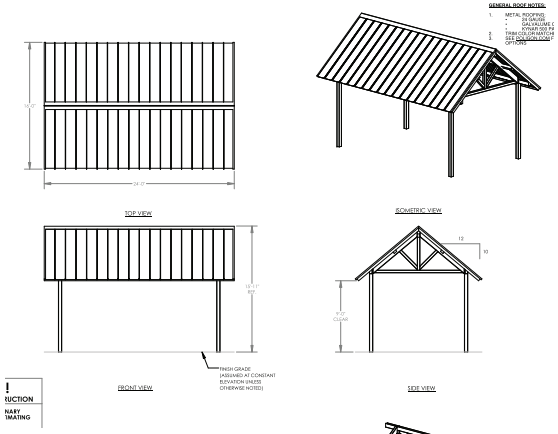


6' Semi-Solid Screen Fence - Black Aluminum Slats & Fence Posts

6' Solid Privacy Fence - Black Aluminum Slats & Fence Posts

PARK PAVILION DESIGN

PAVILIONS



Manufacturer: Poligon

Product: REK 16 x 24

Summary: Steel frame shade pavilion with standing seam metal roof over tongue & grove wood cathedral ceiling

PARK PAVILION DESIGN

High-top Serving Tables

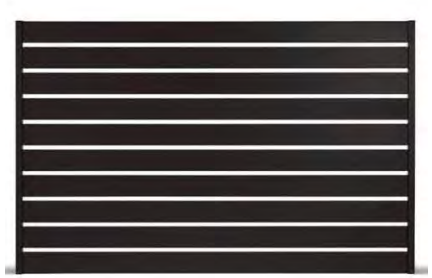
Moveable Picnic Tables

Pendant Lights

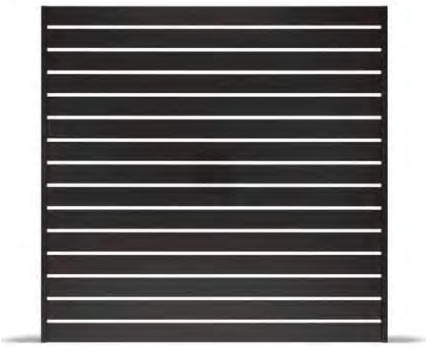
Electrical Receptacles

Towel Hooks

4' High Aluminum Screen Fence



6' High Aluminum Screen Fence

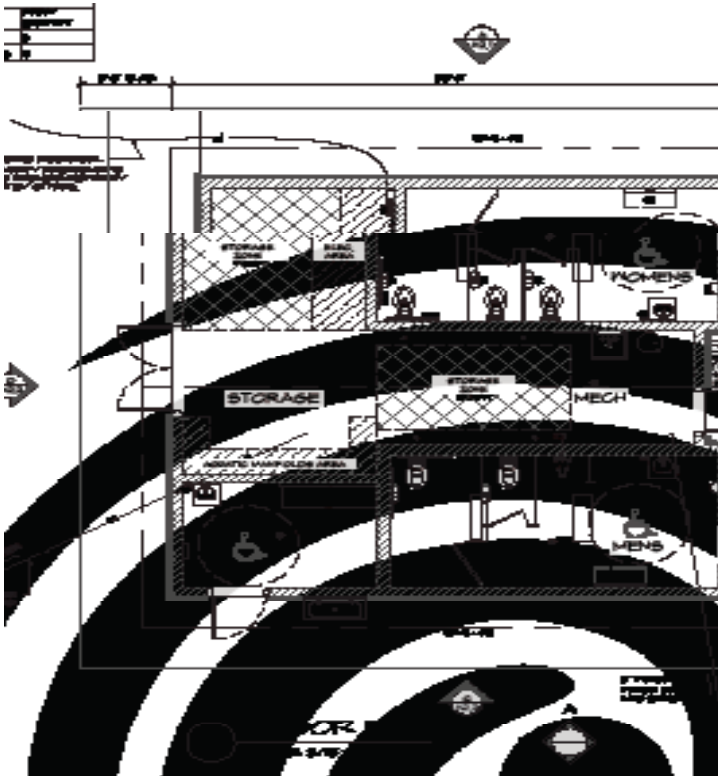


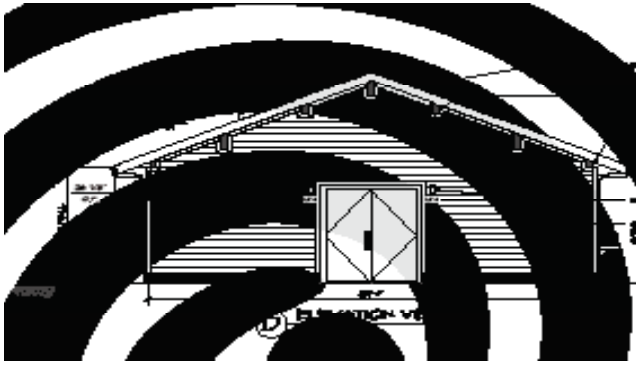
T&G Cedar Roof Underside Decking

Standing Seam Metal Roof

Decorative Concrete Paving

PARK SUPPORT BUILDING

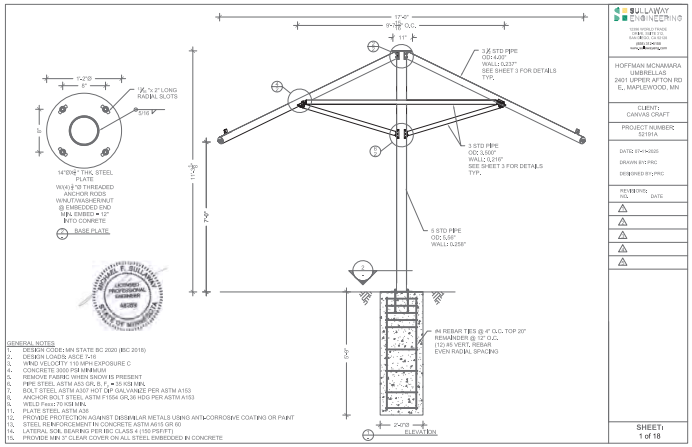




Manufacturer: Romtec
Product: Semi-Custom Structure
Summary: Restroom and supply building, cedar lap siding over

PERMANENT SHADE STRUCTURES

FIXED UMBRELLAS



Manufacturer: Canvas Craft
Product: 12' x 12' Square Marine Grade Umbrella & 8' Dia Hexagon, Freestanding Marine Grade Umbrella

HARDSCAPE MATERIALS

PAVING

Concrete Paving - Standard Gray Broomed

Decorative Concrete Paving

Decorative Concrete Paving

STONE & CONCRETE

...

...

ACCENT

Synthetic Turf over compacted base

LIGHTING

PENDANT IN PAVILIONS

LUMINIS®

CT151
CLERMONT
PENDANT/CATENARY

PROJECT NAME: QUANTITY: TYPE:

ORDERING CODE:

① Field adjustable suspension stem or silver braided power cable with aircraft safety cable. Also, offered with a catenary suspension attachment.
② Performance optic series.
③ Corrosion resistant diecast aluminum housing.
④ High efficency LED light engine with acrylics optics.
⑤ Clear tempered glass.
⑥ All stainless steel hardware

CT151-STM

CT151-SPG

CT151-CAT3

MATERIALS

Clermont is made of aluminum diecast offering exceptional precision and durability. The main housing is sealed with durable gasket. Features a high efficiency LED light engine, mounted on a recessed heatsink whose pattern is optimized for heat dissipation. The driver is preinstalled inside the main housing, sealed with gasket, and secured with four captive screws which makes it easy for maintenance.

ELECTRICAL DRIVER

Standard driver is 0-10V dimming-ready (dims to 10%) with: 120-277 multi-volt compatibility (50-60Hz), operating temperature range of -40°C to +55°C -40°F to +131°F, output over voltage protection, output over current protection and output short circuit protection with auto-recovery. Optional 347/480V available.

LED LIGHT ENGINE

Offered in 2700K, 3000K, 3500K & 4000K / 80CRI. 70% LED lumen maintenance at 60,000 hours (L70/B50) based on IESNA LM-80-08 LED extrapolated life, calculated per IESNA TM-21-21.

FINISH

Five-stage preparation process includes preheating of cast aluminum parts for air extraction. Polyester powder coating is applied through an electrostatic process, and oven cured for long term finish.

CERTIFICATION

UL Certified to Canadian and U.S. safety standards. Certified for use in wet locations. Rated IP65/IK10. Photometric testing performed by an independent laboratory in accordance with IES LM-79-08 standards at 25°C. Actual performance may differ as a result of end-user environment and application.

WARRANTY

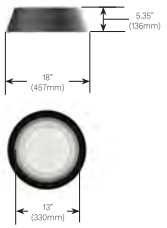
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: https://www.acuitybrands.com/support/warranty/terms-and-conditions

MOUNTING

The mounting plate is designed to fit on a 4" (102mm) octagonal electrical box using 3.5" (89mm) C/C mounting holes. For STM, fixture must be installed on a finished ceiling for exterior applications and/or when exposed to inclement weather. For CAT3: see option details.

MEASUREMENTS

Maximum weight: 27 lbs (12 kg)



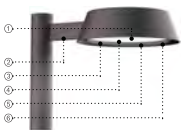
POST TOP / POLE MOUNT

LUMINIS®

CT102
CLERMONT
POST TOP/POLE MOUNT

PROJECT NAME: QUANTITY: TYPE:

ORDERING CODE:



① Comfort optic series.
② Side mount or post-top attachment.
③ Corrosion resistant diecast aluminum housing.
④ Indirect LED lighting on highly reflective dome for visual comfort.
⑤ Clear tempered glass.
⑥ All stainless steel hardware.

CT102-PM

CT102-PT4

MATERIALS

Clermont is made of aluminum diecast offering exceptional precision and durability. The main housing is sealed with durable gasket. LED boards are hidden between coated polymer that diffuses and reflects the light at 96%. It is UV stabilized and antistatic, which does not attract dust. The driver is preinstalled inside the main housing, sealed with gasket, and secured with four captive screws which makes it easy for maintenance.

ELECTRICAL DRIVER

Standard driver is 0-10V dimming-ready (dims to 10%) with: 120-277 multi-volt compatibility (50-60Hz), operating temperature range of -40°C to +55°C -40°F to +131°F, output over voltage protection, output over current protection and output short circuit protection with auto-recovery. Optional 347/480V available.

LED LIGHT ENGINE

Offered in 2700K, 3000K, 3500K & 4000K / 80CRI. 70% LED lumen maintenance at 60,000 hours (L70/B50) based on IESNA LM-80-08 LED extrapolated life, calculated per IESNA TM-21-21.

FINISH

Five-stage preparation process includes preheating of cast aluminum parts for air extraction. Polyester powder coating is applied through an electrostatic process, and oven cured for long term finish.

CERTIFICATION

UL Certified to Canadian and U.S. safety standards. Certified for use in wet locations. Rated IP65/IK9. Photometric testing performed by an independent laboratory in accordance with IES LM-79-08 standards at 25°C. Actual performance may differ as a result of end-user environment and application.

WARRANTY

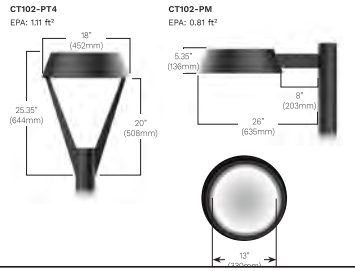
5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: https://www.acuitybrands.com/support/warranty/terms-and-conditions

MOUNTING

For PM mounting: designed to fit on 4" or 5" OD pole.
For PT4 mounting: designed to fit on 4" OD pole with 1/4", 3/16" or 1/8" wall thickness.

MEASUREMENTS

Maximum weight: 40 lbs (18 kg)



LIGHTING

CATENARY CABLE MOUNT

HK LIGHTING

Project Name

Fixture Type

ZXL11-CAT-ACRY

LED Catenary . ZX11 Series

IP65

Product Features

- A unique catenary system including LED fixtures, turnbuckle, suspension cable, power cable for outdoor or indoor illumination.
- ETL outdoor wet location listed. IP65 standard.
- Machined from solid billet 6061- T6 corrosion resistant aluminum.
- Modular components - field changeable LED module & beam spread reflectors.
- Brushed acrylic hood provide even glow through out, and subtle lighting around the fixture in addition to the down light.

Specification

Materials:
Body: Machined from billet 6061-T6 corrosion resistant aluminum with 304 stainless steel hardware. Available in 304/316 stainless steel or 360 brass upon request.
Hood: Brushed acrylic rod.

Fixture Weight: 1lb.

Voltage: 12V AC/DC. Requires remote step down transformer.

Wattage: 5 or 7W HK LED.

Dimmability: MLV.

Light Source: CRI 83. Available in CRI95 upon request. The chromaticity range is within a 3-step McAdam Ellipse. Standard CCT options are 2700K, 3000K, 4000K.

Lamp Base / Socket: Innovative cone-shaped lamp base and receptacle socket maximize the surface contact area to dissipate heat more effectively. See "Resources" for details.

Finish: Polyester powder coat on all aluminum materials with RoHS compliant procedures. Anodized finish is available. Stainless steel and brass models are provided with brushed surface.

Optical Accessories: Dichroic color filters. Secured in place with metal snap ring.

Mounting Method: Custom hook mechanism on top of fixture that utilizes set screws to secure fixture(s) on the suspension cable and to lock the position of fixture on the cable.

Turn Buckle (Optional): Allows fine tuning of the tension on the support cable, up to 1.50" of adjustment.

Power Cable (Optional): 18/2 SJTW cable, dia 0.29".

Suspension Cable (Optional): 7x7 stainless steel wire rope, maximum diameter is 5/64", capacity 100lbs.

Ordering Guide

EXAMPLE: ZXL11-CAT-ACRY - 12V - 7 - 27 - BK - DF - TURN BUCKLE

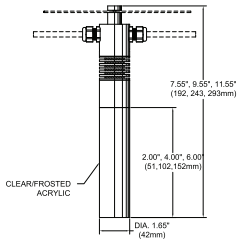
SERIES	MATERIAL	VOLTAGE	WATTAGE	CCT	FINISH	OPTIC ACCESSORIES	MOUNTING ACCESSORIES
ZXL11-CAT-ACRY –	–	12V –	–	–	–	–	–
	BLANK Aluminum(Standard) NBR Natural Brass NSS Natural Stainless Steel CU Natural Copper		5 5W 7 7W	27 2700K 30 3000K 40 4000K	Standard BK Black Powder Coat BZ Bronze Powder Coat WT White Powder Coat Premium ABK Anodized Black ACL Anodized Clear CC Custom Powder Coat	DF Dichroic Filter	See page 2 for quick reference, or "Accessories" link for detailed specification.

Remote Step Down Transformer (Optional).
See "Accessories" link for detailed specification.

Model	Wattage(VA)	Primary Voltage(VAC)	Secondary Volt(VAC)	Dimming Method	Characters
–	–	–			
TXM	20 40 60 100	120 or 277	12	MLV	Outdoor, Wall Mount, Compact
TXS	150	120	Multi-tap of 12, 13, 14, 15 VAC	MLV	Outdoor, Wall mount, Stainless Steel Case
IGT	50(120V only) 100	120 or 277	12	MLV	in grade

Product Drawings

NOTE: Specification and dimensions subject to change without notice.

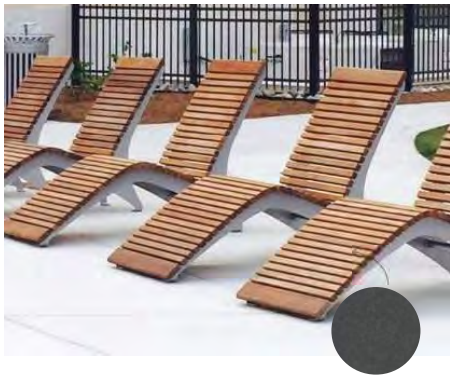


SITE FURNISHINGS

BENCHES + ADIRONDACKS

Manufacturer: Maglin
Product: Iconic Backed Bench w/ Side Arms

Manufacturer: Maglin
Product: 720 Series Lounge Chair



Manufacturer: Maglin
Product: 720 Series Chaise Lounge

TABLES + CHAIRS / DINING

Manufacturer: Maglin
Product: 1700 Series Foro Round Table

Manufacturer: Maglin
Product: 1700 Series Foro Standard Chair
(w/ & w/o arms

Manufacturer: Maglin
Product: 210 Cluster Seating

SITE FURNISHINGS

COUNTER TABLE

Manufacturer: Forms & Surfaces
Product: Avivo Bar Table - Cumaru

RECEPTACLES

Manufacturer: Forms & Surfaces
Product: Tonyo Split Stream - Cumaru

FIRE TABLE

Manufacturer: Montana Fire Pits
Product: Sequoia Arbor Wood Fire Pit Table (Matching Cover Option Available)

BIKE SECURE STORAGE

Manufacturer: Maglin
Product: 2300 Series Iconic Bike Rack

Manufacturer: Dero
Product: Ulta Space Saver Single

Planting Design

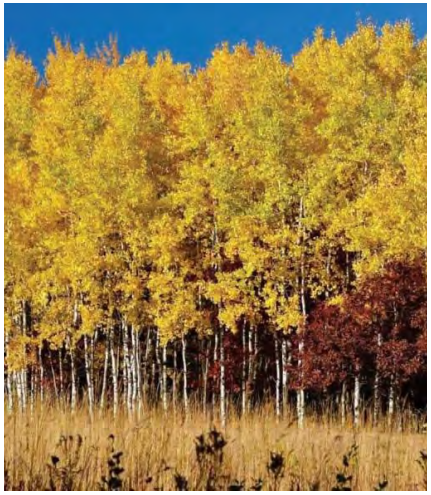
PLANTING INSPIRATION

PLANTING INSPIRATION

PLANTING INSPIRATION

PLANTING INSPIRATION

TREE CANOPY PALETTE SAMPLING

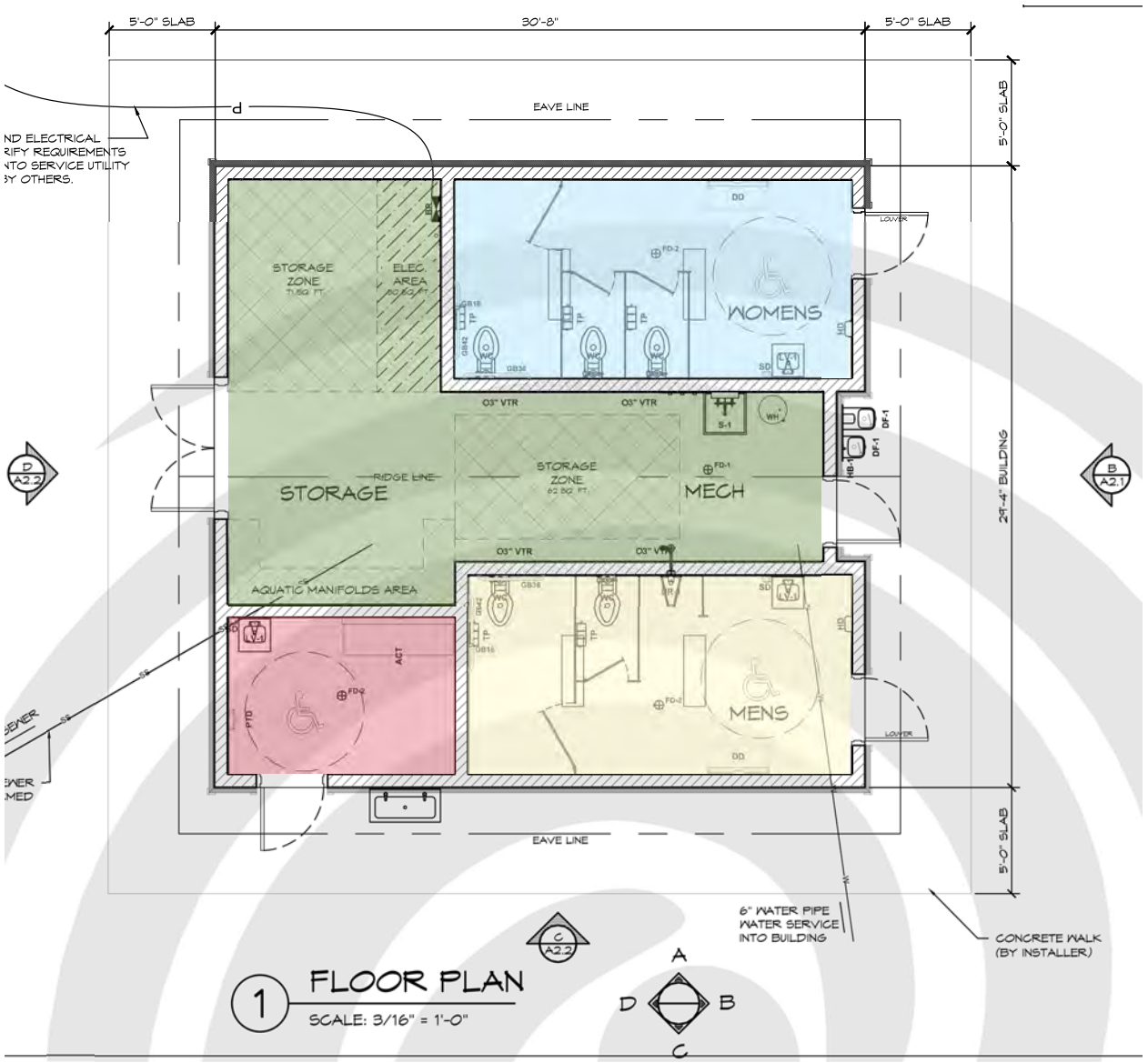


UNDERSTORY PALETTE SAMPLING

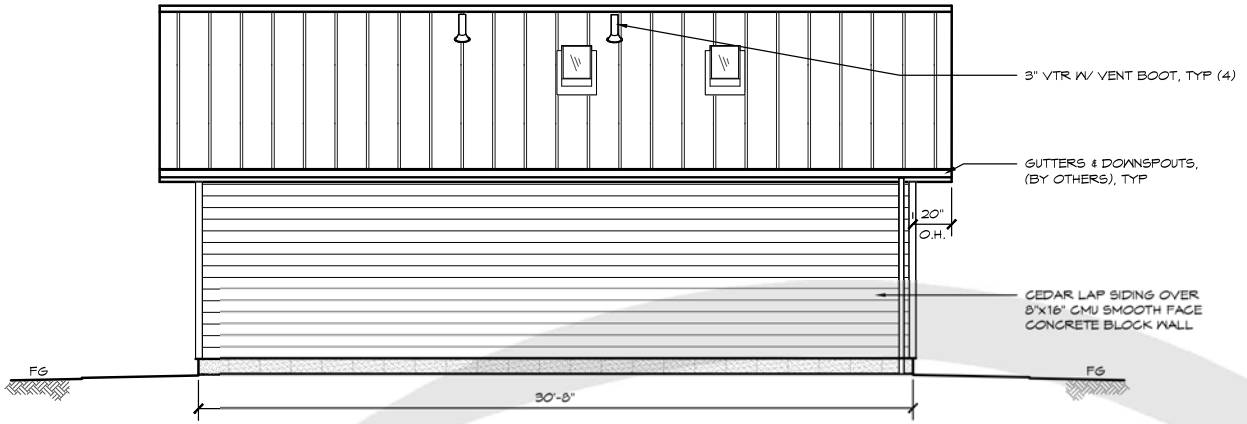
Architecture

PARK SUPPORT BUILDING

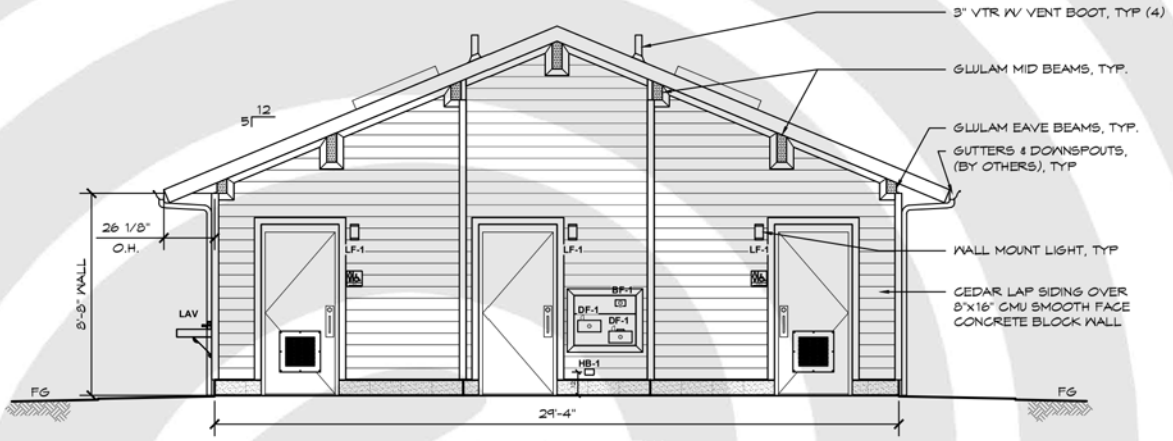
FLOOR PLAN


5'-0" SLAB
30'-8"
5'-0" SLAB
EAVE LINE
ND ELECTRICAL
RIFY REQUIREMENTS
NTO SERVICE UTILITY
BY OTHERS.
STORAGE ZONE
ELEC. AREA
WOMENS
LOUVER
03" VTR
03" VTR
S-1
DF-1
RIDGE LINE
STORAGE
STORAGE ZONE
62 SQ. FT.
MECH
AQUATIC MANIFOLDS AREA
MENS
5'-0" SLAB
29'-4" BUILDING
EAVE LINE
6" WATER PIPE
WATER SERVICE
INTO BUILDING
CONCRETE WALK
(BY INSTALLER)
D A2.2
B A2.1
C A2.2
1 FLOOR PLAN
SCALE: 3/16" = 1'-0"
A
D
B
C

ELEVATIONS

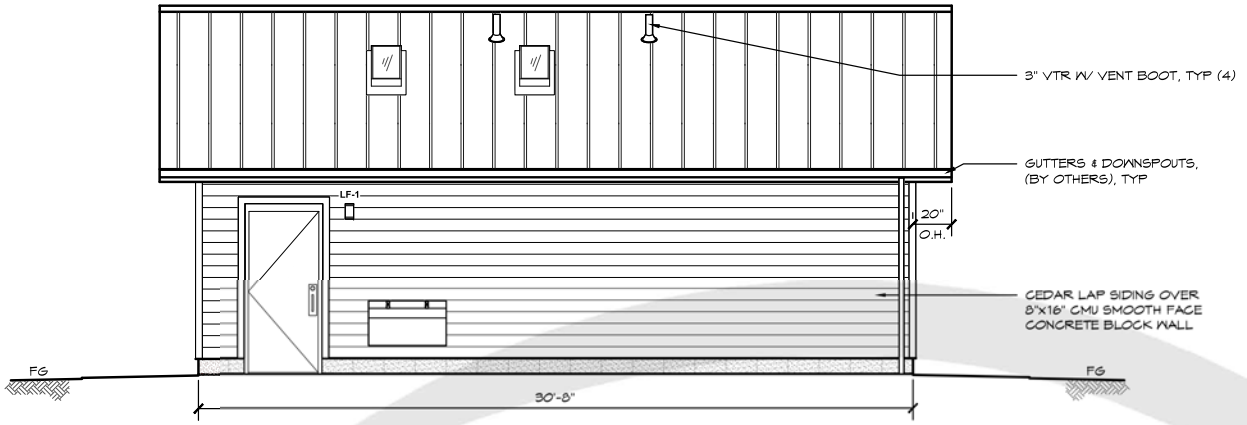


A ELEVATION VIEW
SCALE: 3/16" = 1'-0"

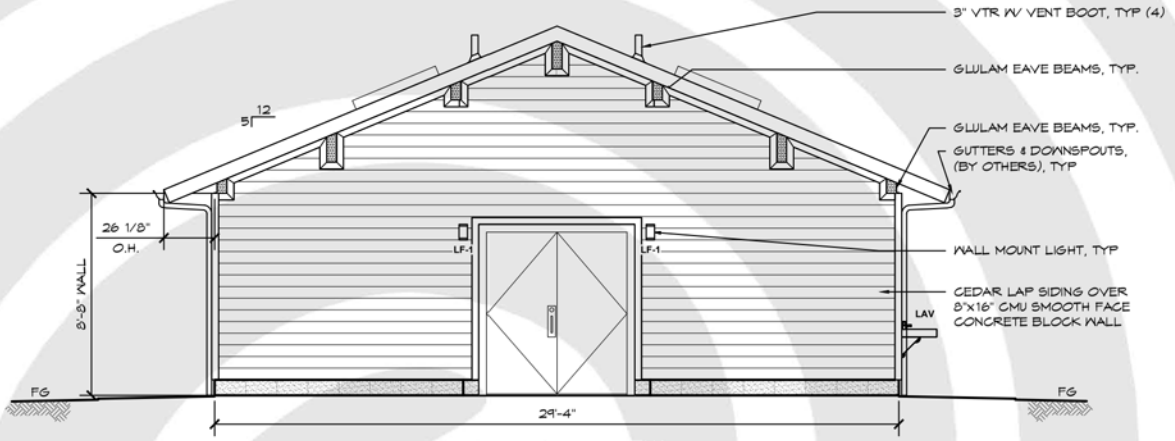


B ELEVATION VIEW
SCALE: 3/16" = 1'-0"

ELEVATIONS



C ELEVATION VIEW
SCALE: 3/16" = 1'-0"



D ELEVATION VIEW
SCALE: 3/16" = 1'-0"

VIEWS

FUTURE COMMUNITY BUILDING

THE WATERFRONT

THE WATERFRONT WATERPLAY

CITY OF RAMSEY

RAMSEY, MN
DAMON FABER LANDSCAPE ARCHITECTS
SD ESTIMATE
10/23/2025 - UPDATE

Preliminary Estimate

Construction Start: 2/2/2026
Construction Completion: 6/30/2026

DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL
BATHROOM BLDG / SHELTERS				
BATHROOM BLDG CONCRETE FOUNDATIONS/INST/	1	LSUM	$ 80,000.00	$ 80,000
SHELTERS CONCRETE FOOTINGS/INSTALL	3	LSUM	$ 20,000.00	$ 60,000
AQUATIC EQUIPMENT				
AQUATIC EQUIPMENT	1	LSUM	$ 450,000.00	$ 450,000
MECHANICAL				
SITEWIDE MECHANICAL (NOT SPLASHPAD)	1	LSUM	$ 40,000.00	$ 40,000
ELECTRICAL				
SITE LIGHTING - POLES	13	EA	$ 10,000.00	$ 130,000
SITE LIGHTING - ROPE	5	EA	$ 5,000.00	$ 25,000
SITE LIGHTING - SHELTERS	3	EA	$ 7,500.00	$ 22,500
BUILDING/SITE POWER	1	LSUM	$ 100,000.00	$ 100,000
SITE LOW VOLTAGE	1	LSUM	$ 25,000.00	$ 25,000
EARTHWORK				
SITE GRADING/SUBGRADE PREP	1	LSUM	$ 120,000.00	$ 120,000
BUILDING EXCAVATION/SUBGRADE PLACE/LANDSC	1	LSUM	$ 40,000.00	$ 40,000
4" DRAIN TILE	450	LNFT	$ 50.00	$ 22,500
PAVING/CONCRETE				
CURB TYPE 01 - 12" FLUSH CONCRETE CURB	300	SF	$ 50.00	$ 15,000
PAVING TYPE 01 - CONCRETE PAVING	400	SF	$ 12.00	$ 4,800
PAVING TYPE 02 - DECORATIVE CONCRETE PAVING	5206	SF	$ 25.00	$ 130,150
PAVING TYPE 03 - DECORATIVE CONCRETE PAVING	1229	SF	$ 25.00	$ 30,725
PAVING TYPE 04 - DECORATIVE CONCRETE PAVING	1521	SF	$ 25.00	$ 38,025
PAVING TYPE 05 - DECORATIVE STONE PAVING	3200	SF	$ 50.00	$ 160,000
PAVING TYPE 07 - SYNTHETIC TURF	3828	SF	$ 12.00	$ 45,936
PAVING GLOW ROCK	1	LSUM	$ 10,000.00	$ 10,000
LANDSCAPING				
ROCK TYPE 01 - STONE SEAT WALL	47	EA	$ 1,250.00	$ 58,750
ROCK TYPE 02 - STONE @ "GLACIAL OUTWASH", "IC	33	EA	$ 1,000.00	$ 33,000
ROCK TYPE 03 - STONE @ "KAME CREST"	24	EA	$ 750.00	$ 18,000
ROCK TYPE 04 - STONE @ "GEYSER MEADOW"	40	EA	$ 200.00	$ 8,000
ROCK TYPE 05 - STONE @ "GLACIAL TERMINUS"	18	EA	$ 500.00	$ 9,000
ROCK TYPE 06 - STONE @ "ERRATIC FIELD"	1	EA	$ 5,000.00	$ 5,000

ROCK TYPE 07 - STONE @ "MEANDER"	16	EA	$ 500.00	$	8,000
ROCK TYPE 08 - STONE @ "ROCKFALL SEATING"	30	EA	$ 1,500.00	$	45,000
AMENITY TYPE 03 - BRIDGE	1	LSUM	$ 25,000.00	$	25,000
AMENITY TYPE 04 - GAS FIRE TABLE	3	EA	$ 15,000.00	$	45,000
FENCE TYPE 01 - SCREEN FENCE - 4 FOOT HGT.	55	LNFT	$ 400.00	$	22,000
FENCE TYPE 02 - SCREEN FENCE - 6 FOOT HGT.	22	LNFT	$ 500.00	$	11,000
GUARDRAIL TYPE 01 - GUARDRAIL	20	LNFT	$ 175.00	$	3,500
DECIDIOUS TREE LARGE	28	EA	$ 1,500.00	$	42,000
ORNAMENTAL TREE	28	EA	$ 1,000.00	$	28,000
CONIFEROUS TREE	12	EA	$ 1,250.00	$	15,000
DECIDOIUS TREE MEDIUM	20	EA	$ 800.00	$	16,000
MULTI STEM SHRUB / SMALL TREE	6	EA	$ 500.00	$	3,000
TURF GRASS	9930	SF	$ 2.00	$	19,860
NATIVE LANDSCAPE BED	22000	SF	$ 3.00	$	66,000
LANDSCAPE EDGING	1000	LNFT	$ 5.00	$	5,000
IRRIGATION	1	LSUM	$ 150,000.00	$	150,000
PLANTING SOILS	100	CY	$ 75.00	$	7,500
SUBTOTAL H+U PROVIDED CONSTRUCTION COSTS				***$***	***2,193,246***
PRECONSTRUCTION SERVICES				$	50,000
CMAR FEES & REIMBURSABLES				$	400,000
GENERAL CONDITIONS				$	125,000
PERMITTING				$	15,000
UTILITY SERVICE PROVIDER FEES				$	35,000
BOND		1.00%		$	21,932
CONSTRUCTION CONTINGENCY		5.00%		$	109,662
BUILDERS RISK POLICY				$	10,000
TOTAL H+U CONSTRUCTION COSTS				***$***	***2,959,841***
OWNER FURNISHED ITEMS					
UTILITY WORK - WATER AND SANITARY	1	LSUM	$ 148,000.00	$	148,000
AMENITY TYPE 01 - PAVILION - 16' X 24'	3	EA	$ 55,000.00	$	165,000
AMENITY TYPE 02 - PARK SUPPORT BUILDING / BAT	1	EA	$ 370,000.00	$	370,000
AMENITY TYPE 06 - SQUARE UMBRELLA	4	EA	$ 2,500.00	$	10,000
SITE FURNISHING TYPE 01A - BIKE RACK	13	EA	$ 500.00	$	6,500
SITE FURNISHING TYPE 01B - WALL MOUNT BIKE RA	2	EA	$ 4,000.00	$	8,000
SITE FURNISHING TYPE 02 - TRASH RECEPTACLE	7	EA	$ 2,600.00	$	18,200
SITE FURNISHING TYPE 03 - ADIRONDACK CHAIR	43	EA	$ 1,500.00	$	64,500
SITE FURNISHING TYPE 04 - CHAISE LOUNGE	8	EA	$ 1,750.00	$	14,000
SITE FURNISHING TYPE 05 - CAFE TABLE	5	EA	$ 2,500.00	$	12,500
SITE FURNISHING TYPE 06A - CAFE CHAIR - ARMLES	10	EA	$ 1,000.00	$	10,000
SITE FURNISHING TYPE 06B - CAFE CHAIR - WITH AF	10	EA	$ 1,250.00	$	12,500
SITE FURNISHING TYPE 07 - BACKED BENCH	6	EA	$ 6,000.00	$	36,000
SITE FURNISHING TYPE 08 - PICNIC TABLE	15	EA	$ 6,000.00	$	90,000
SITE FURNISHING TYPE 09 - BACKLESS PICNIC BENC	30	EA	$ 6,000.00	$	180,000
SITE FURNISHING TYPE 10 - FREESTANDING UMBRE	11	EA	$ 3,000.00	$	33,000

SITE FURNISHING TYPE 11 - COUNTER TABLE	6	EA	$ 2,000.00	$	12,000
TOTAL OWNER FURNISHED ESTIMATED COSTS				***$***	***1,190,200***
DESIGN CONTINGENCY APPLIED TO ALL COSTS		10.00%		**$**	**415,004**
OWNER CONTINGENCY					**BY OWNER**
DESIGN FEES					**BY OWNER**
FURNISHINGS, FIXTURES & EQUIPMENT					**BY OWNER**
SAC/WAC FEES					**BY OWNER**
TOTAL PROJECT COSTS				***$***	***4,565,045***

TBD

CC Regular Session

Meeting Date: 02/10/2026

Primary Strategic Plan Initiative: Promote economic growth and development.

Title:

Adopt Resolutions #26-020 and #26-021 Approving the Preliminary Plat of "OShaughnessy Third Addition" and Variance to Scenic River Protection Overlay at 17201 St. Francis Blvd. NW.

Purpose/Background:

In August 2025, the Planning Commission reviewed the sketch plan for a proposed four-lot rural subdivision named "OShaughnessy Third Addition." The plat subdivides two existing parcels, 17201 St. Francis Boulevard NW and an adjacent vacant outlot, into four lots. The existing home would remain on one of those lots and the other three would be available for new single-family home construction. At that time, it was noted that the lot widths along the western side of the plat do not meet the 200-foot minimum, though they could with adjustment. The Planning Commission considered a variance, as requested by the property owner, that was ultimately approved by the City Council. It was also noted at the sketch plan review that the eastern portion would need a variance. That variance is being considered with this preliminary plat review.

The property is guided Rural Developing in the 2040 Comprehensive plan. The property is zoned RR--Rural Residential and all four proposed lots meet the minimum 2.5 acre lot area. The eastern portion of the plat extends into the Scenic River Protection Overlay District where lots need to have at least 300 feet of width (variance discussed below). All lots will be served by private wells and septic systems.

Roadways and Access

Three of the lots will access St. Francis Boulevard, a state highway. The applicant has already gone through the permitting process and obtained residential driveway permits for the two new driveways and MNDOT is not requiring the installation of turn lanes or other modifications to the roadway. The plat will dedicate additional right-of-way for St. Francis Blvd. to achieve the required 60-foot minimum half as required by the Subdivision Code. The fourth lot will access Germanium St. NW, a local roadway.

Natural Resources

From the EPB's January 12, 2026, review, it was noted that the City's Natural Resources Inventory (NRI) does identify a low-quality natural plant community that is located on what will primarily be Lot 2, but also covers portions of Lots 3 and 4 as well. However, the Oak Woodland—Brushland natural plant community will not be disturbed as part of this subdivision. There is already an existing home on Lot 2, so no tree removal is necessary there. The portions of the natural plant community on Lots 3 and 4 are outside the limits of proposed construction for those lots as well.

The Minnesota Land Cover Classification System identifies three (3) different cover types for the Subject Property. The vast majority of the Subject Property is classified as 'planted or cultivated vegetation'. However, a small portion in the northwest corner of the Subject Property is classified as 'urban with vegetative cover' and the Oak Woodland—Brushland is classified as 'woodland'.

The proposed subdivision does not include public roads or utilities (sanitary sewer or municipal water). Therefore, the only impact on existing trees will be the construction of the homes and septic systems. The Applicant has completed a tree inventory for trees within the limits of disturbance. However, when the tree inventory is superimposed on an aerial image of the Subject Property, it becomes clear that the majority of existing trees will be preserved. Existing trees also appear to satisfy the landscape requirements (two front yard trees per lot). Thus, no landscape plan is required.

Variance

City Code Section 106-220(c) lists the "practical difficulties" that can be used to justify a variance:

(c) Variances may be granted when the applicant for the variance establishes that there are practical difficulties in complying with the zoning code. "Practical difficulties," as used in connection with the granting of a variance, means:

(1) That the property owner proposes to use the property in a reasonable manner not permitted by the zoning code;

(2) The plight of the landowner is due to circumstances unique to the property not created by the landowner;

(3) The variance, if granted, will not alter the essential character of the locality.

(4) Economic considerations alone do not constitute practical difficulties;

(5) Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems; and

(6) Public takings of property due to condemnation.

(7) Variances shall be granted for earth sheltered construction as defined in Minn. Stats. § 216C.06, subd. 14, when in harmony with this chapter.

The Scenic River Protection Overlay requires a minimum lot width of 300 feet and lot width is measured at the minium setback (40 feet back from the front property line). The proposed lot is 170.46 feet in width and it widens out behind the adjacent property to the south. The applicant is proposing the building site in this wider area. With that, our Area Hydrologist with the Minnesota Department of Natural Resources stated that there is no concern with granting the variance. Staff is recommending a condition of the variance that the area encumbered by the Overlay is platted with a large drainage easement so that it is not buildable should a future buyer decide a house or accessory building is desired in that area. With the house setback outside the Overlay area, then practical difficulty #3 can be used.

Encroachments

It is noted that there are encroachments on the property. The home to the southeast has a paved and unpaved driveway/parking pad crossing the property line. The plans note that this encroachment will be removed. As seen from aerial photos, there are also paths crossing the property from the house to the northeast, also owned by the property owner. These paths must be abandoned with the ground cover restored as they would cross a property that the O'Shaughnessy's are intending to sell and a cross-access private driveway is not advised.

Notification:

Public notification was mailed to property owners within 700 feet of the site. A legal notice was placed in the January 9, 2026, Anoka Union Herald Newspaper. Signs were placed on the property along St. Francis Blvd. NW and Germanium St. NW.

Time Frame/Observations/Alternatives:

Alternatives to Consider

1. Approve the preliminary plat and variance as requested by the property owner and recommended by the EPB, Planning Commission, and staff.
2. Approve with modifications.
3. Deny the preliminary plat and/or variance based on specific findings.

Funding Source:

All costs associated with this proposal are the responsibilty of the applicant.

Recommendation:

The EPB, Planning Commission, and Staff recommend approval of the preliminary plat and variance.

Outcome/Action:

Motion to adopt Resolution #26-020 approving the preliminary plat of "OShaughnessy Thrid Addition" and Resolution #26-021 approving a variance to lot width in "OShaughnessy Third Addition."

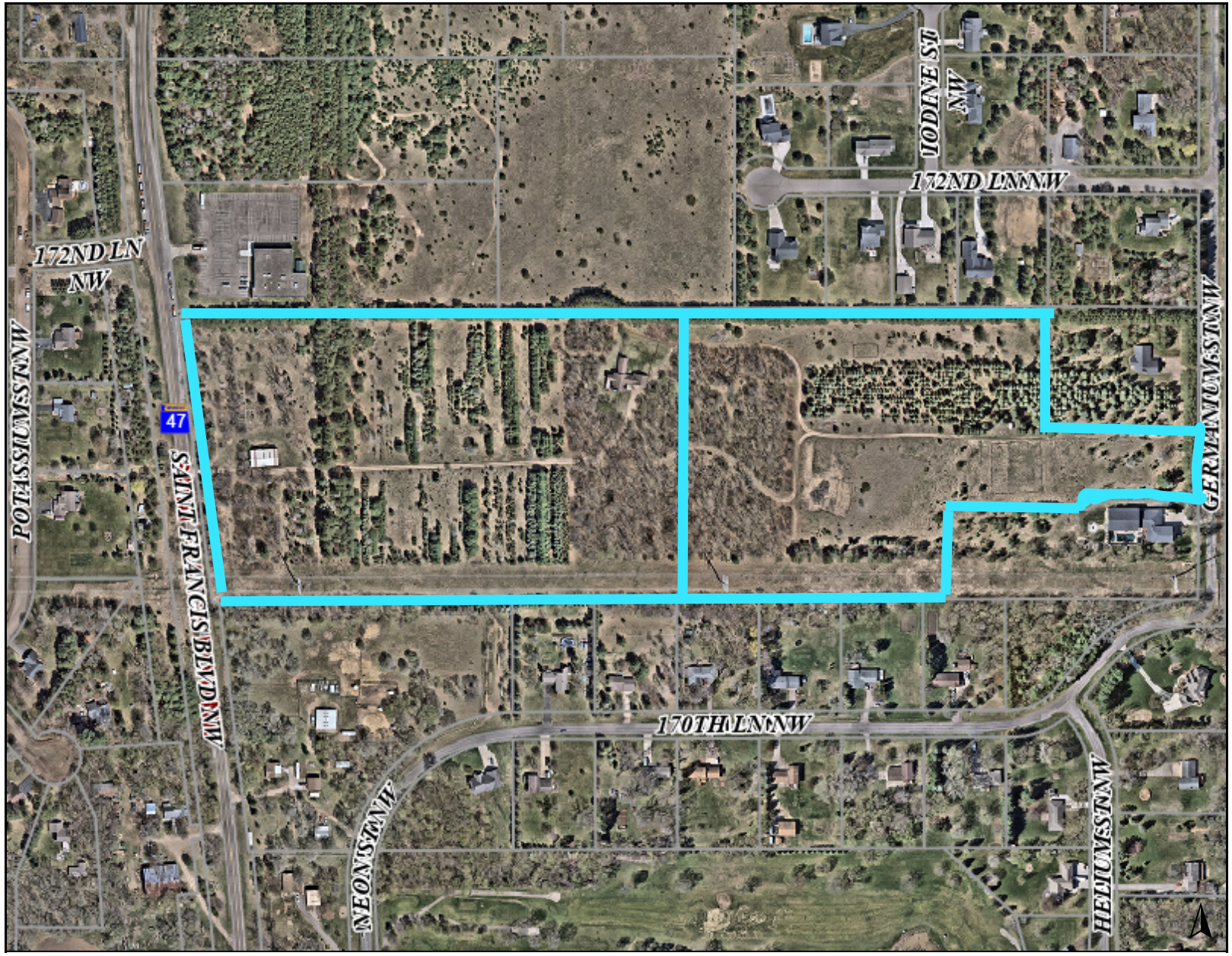
Attachments

Location Map
Preliminary Plat
Tree Inventory
Resoution #26-020 Preliminary Plat
Resolution #26-021 Variance

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	02/05/2026 11:37 AM
Form Started By: Todd Larson		Started On: 01/23/2026 08:16 AM
Final Approval Date: 02/05/2026		

OShaughnessy 3rd Addition



Address:
17201 Saint Francis Blvd NW

PID:11-32-25-12-0012

PID: 11-32-25-11-0010

Notes

0 500 1000 ft

Created on: 08/05/2025 10:29:47
Powered by LOGIS GIS

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

PRELIMINARY PLAT

OSHAUGHNESSY THIRD ADDITION

C.R. DOC. NO _____

ANOKA COUNTY CAST IRON MONUMENT
N 1/4 CORNER OF SEC. 11, T. 32, R. 25

NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 11

ANOKA COUNTY CAST IRON MONUMENT
NE CORNER OF SEC. 11, T. 32, R.25

WEST LINE OF THE NORTHEAST 1/4 OF SECTION 11

S00°24'59"W 611.02

MEADOWBROOK
BLOCK 1
LOT 1

COVENANT MEADOWS
BLOCK 2

MEADOWBROOK
BLOCK 2
LOT 1

UNPLATTED ANOKA COUNTY

SOUTH LINE OF THE NORTH 611.00 FEET OF THE NORTH HALF OF THE NE 1/4

N89°49'40"E 2121.23

N89°49'40"E 382.38

10 FOOT SIDE SETBACK

20 FOOT DRIVEWAY ENTRANCE
PER MNDOT PERMIT
#US-25-113275 (#1)

EXISTING ACCESS
(APPROXIMATE)

46.5

93

272.19

ST. FRANCIS BLVD

436.55

PROPOSED DRIVEWAY

40 FOOT REAR SETBACK

LOT 1
±2.885 ACRES

PROPOSED
70' x 70'
BUILDING
PAD
884

LFE=876.00
W/ FULL
BASEMENT

PRIMARY DRAIN FIELD

ALTERNATE DRAIN FIELD

S06°54'32"E
302.09

STATE TRUNK HWY NO. 47

N06°54'32"W 713.42

40 FOOT STREET SETBACK

S89°49'40"W 401.11

S00°10'20"E 300.00

OSHAUGHNESSY
BLOCK 1
LOT 1

EXISTING HOUSE

ALTERNATE SEPTIC AREA

1657.50

LOT 2
±4.290 ACRES

OSHAUGHNESSY

S00°11'53"W 299.28

BLOCK 1
ADDITION
LOT 1

S89°26'33"E 366.01

GERMANIUM STREET NW

10 FOOT SIDE SETBACK

EXISTING BUILDING

109.25

109.41

S89°49'40"W 888.43

40 FOOT REAR SETBACK

10 FOOT SIDE SETBACK

OUTLOT

PROPOSED 70' x 70'
BUILDING PAD
896

LFE=892.00
WALK-OUT

PROPOSED DRIVEWAY

192

40 FOOT STREET SETBACK

BITUMINOUS
(TO BE REMOVED)

N89°32'13"W
229.42

S00°11'53"W
170.46

11000

LATH - FOUND IRON AT EAST CORNER / PLACED LATH

EXISTING HOUSE

CONCRETE

SEE DETAIL

66

S62°39'39"W
43.79

EAST LINE OF SECTION 11

20 FOOT DRIVEWAY ENTRANCE
PER MNDOT PERMIT
#US-25-113275 (#2)

40 FOOT STREET SETBACK

ST. FRANCIS BLVD

302.08

713.42

27

N89°50'13"E 1155.10

10 FOOT SIDE SETBACK

ALTERNATE DRAIN FIELD

PRIMARY DRAIN FIELD

886

PROPOSED 70' x 70' BUILDING PAD

LFE=876.00
W/ FULL BASEMENT

LOT 3
±7.830 ACRES

40 FOOT REAR SETBACK

500°00'00"E 409.41

300.00

LOT 4
±8.588 ACRES

PRIMARY DRAIN FIELD

ALTERNATE DRAIN FIELD

S89°50'13"W 348.18

LINE PARALLEL WITH THE SOUTH
LINE OF THE NORTH HALF OF
THE NE 1/4 OF SEC. 11, T. 32, R. 25

S00°11'53"W
217.00

217.00

PROPOSED DRIVEWAY

150 FOOT NORTHERN STATES
POWER COMPANY EASEMENT
PER DOC. NO. 380677

CENTER LINE OF
150 FOOT EASEMENT

10 FOOT SIDE SETBACK

1118.76

636.59

20 FOOT DRIVEWAY ENTRANCE
PER MNDOT PERMIT
#US-25-113275 (#3)

EXISTING ACCESS
(APPROXIMATE)

46.5

63.5

10

S89°50'13"W 1782.54

SOUTH LINE OF THE
NORTH HALF OF THE NE
1/4 OF SEC. 11, T. 32,
R. 25

BROOK

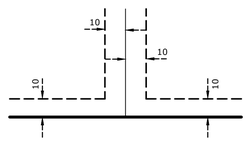
VIEW

ESTATES

- Denotes Proposed Well Location
- Denotes Anoka County cast iron monument found
- Denotes found iron monument as shown
- Denotes a 1/2 inch by 14 inch iron pipe set and marked by License No. 13637

Bearings are based on West line of the Northeast Quarter of Section 11, Township 32, Range 25, having an assumed bearing of S00°24'59"W

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:
(NO SCALE)



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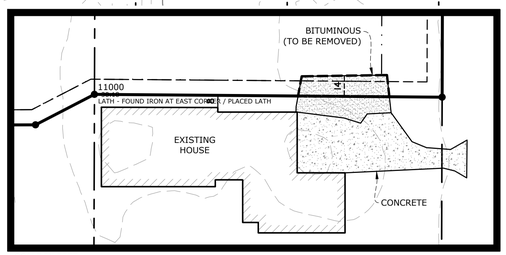


DETAIL

GENERAL NOTES:

1. The understanding is these lots are being created to sell to builders and not mass graded. If this is the case the building permit submittals will need to include proposed grading and erosion control plans. If the intent is to grade the building pads and driveways prior to selling to builders, a more detailed grading plan and erosion control plan is needed. Please confirm which process will be followed.

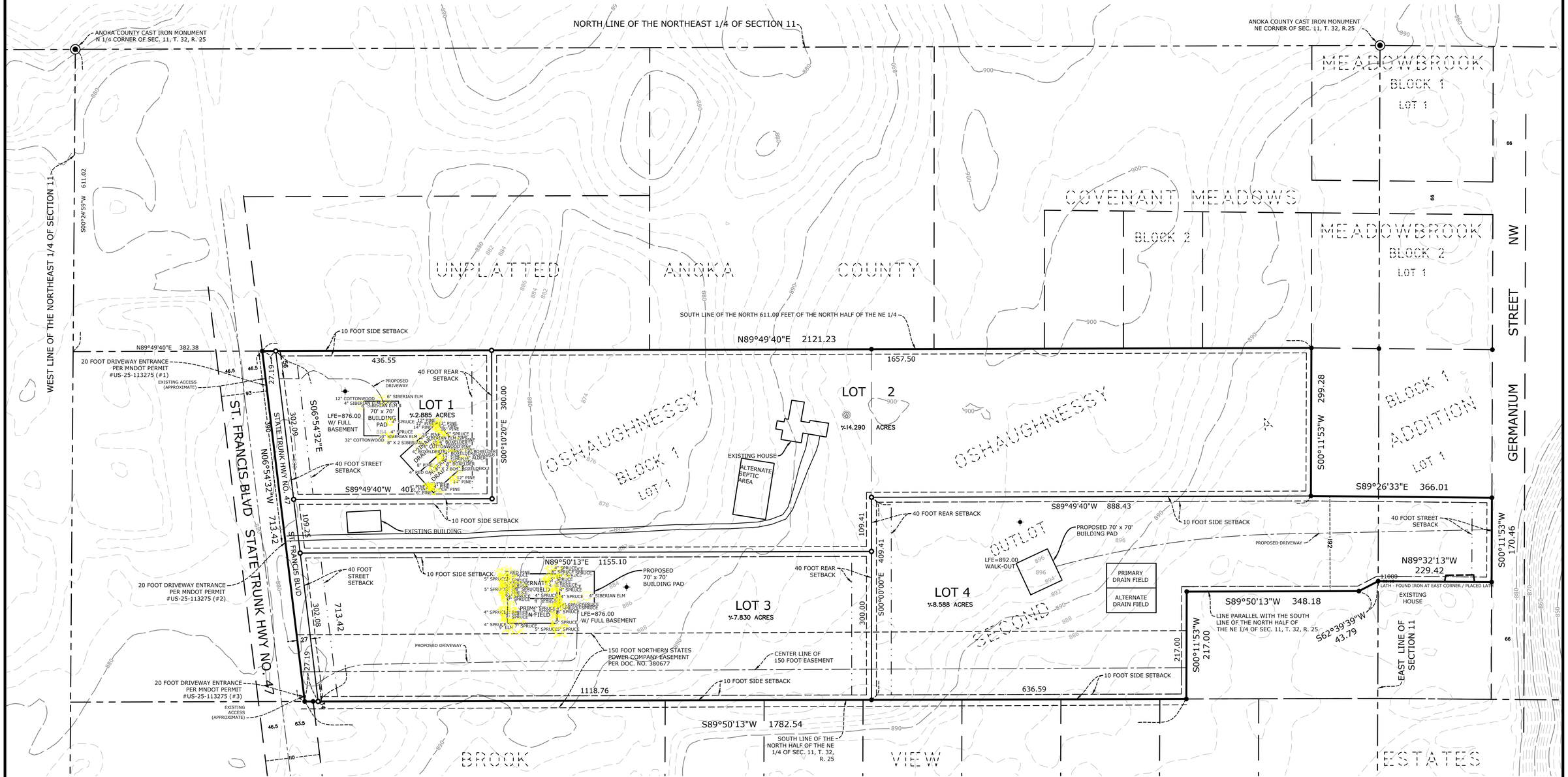
SCALE IN FEET
100 50 0 50 100 200

HOUSTON engineering, inc.

TREE INVENTORY

OSHAUGHNESSY THIRD ADDITION

C.R. DOC. NO _____



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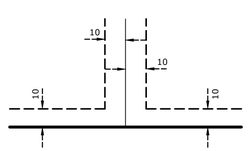
(NO SCALE)



Being 10 feet in width when adjoining side lot lines, unless otherwise indicated, and being 10 feet in width when adjoining public ways, unless otherwise indicated, as shown on this plat.

GENERAL NOTES:

1. Tree save fencing shall be installed no closer than the drip line of any tree being preserved and shall be maintained throughout the construction of the home and septic system.
2. If irrigation systems are installed, they must each be equipped with both a rain sensor and some form of water efficient technology, such as a weather compensating smart controller.
3. As long as existing tree cover remains between the front of the new homes and the public street, no additional tree plantings will be required.
4. Four (4) inches of topsoil, with no more than 35% sand content, is required over all disturbed areas not otherwise improved with impervious surfacing (e.g. home, driveway, walkways, etc.). A topsoil inspection is required prior to establishing ground cover.

SCALE IN FEET
100 50 0 50 100 200

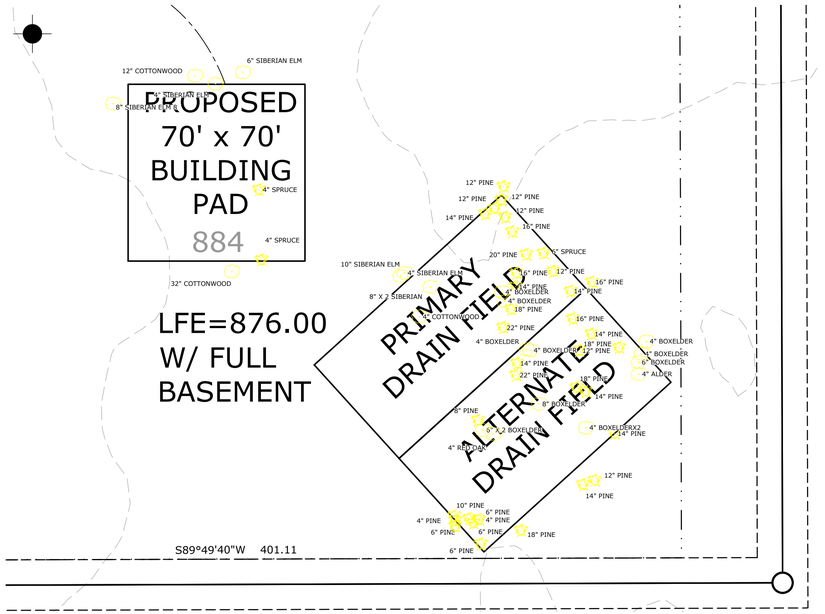
HOUSTON engineering, inc.

TREE INVENTORY

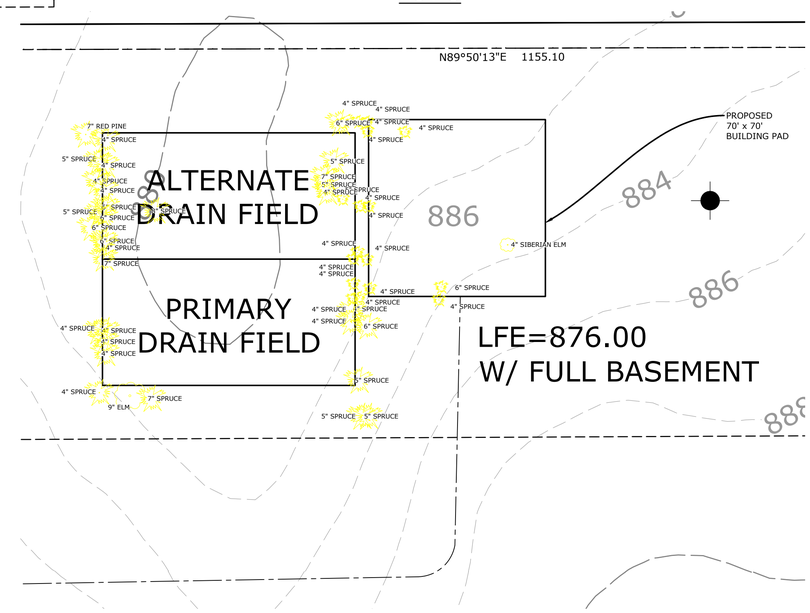
OSHAUGHNESSY THIRD ADDITION

C.R. DOC. NO _____

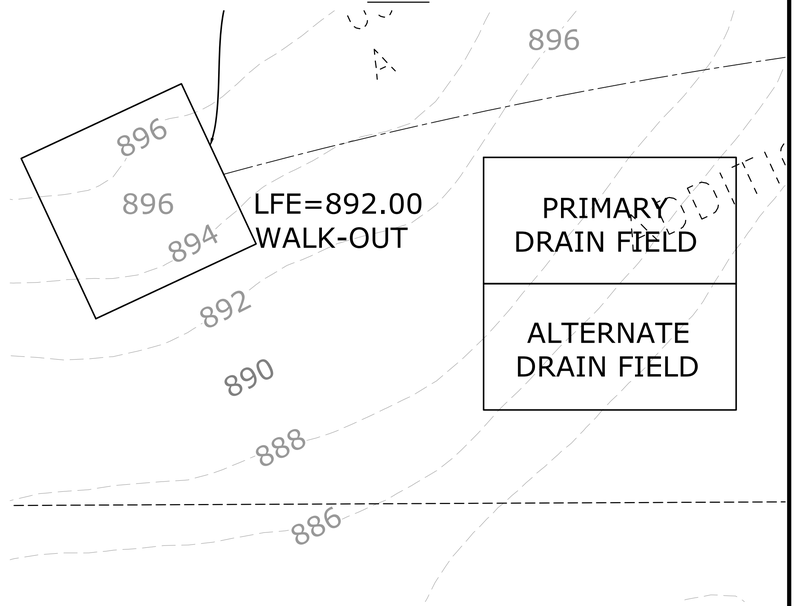
LOT 1



LOT 3



LOT 4



LOT 1 TREE INVENTORY

4" PINE	14" PINE	4" COTTONWOOD
4" PINE	14" PINE	12" COTTONWOOD
6" PINE	14" PINE	32" COTTONWOOD
6" PINE	14" PINE	4" BOXELDER
6" PINE	16" PINE	4" BOXELDER
6" PINE	16" PINE	4" BOXELDER
8" PINE	16" PINE	4" BOXELDER
10" PINE	16" PINE	4" BOXELDER
12" PINE	18" PINE	4" BOXELDER
12" PINE	18" PINE	4" BOXELDER X 2
12" PINE	18" PINE	6" BOXELDER
12" PINE	18" PINE	6" X 2 BOXELDER
12" PINE	20" PINE	8" BOXELDER
12" PINE	22" PINE	4" SIBERIAN ELM
12" PINE	22" PINE	4" SIBERIAN ELM
14" PINE	4" SPRUCE	6" SIBERIAN ELM
14" PINE	4" SPRUCE	8" SIBERIAN ELM 8
14" PINE	6" SPRUCE	8" X 2 SIBERIAN ELM
14" PINE	4" RED OAK	10" SIBERIAN ELM
		4" ALDER

LOT 3 TREE INVENTORY

7" RED PINE	4" SPRUCE	5" SPRUCE
4" SPRUCE	4" SPRUCE	5" SPRUCE
4" SPRUCE	4" SPRUCE	5" SPRUCE
4" SPRUCE	4" SPRUCE	5" SPRUCE
4" SPRUCE	4" SPRUCE	6" SPRUCE
4" SPRUCE	4" SPRUCE	6" SPRUCE
4" SPRUCE	4" SPRUCE	6" SPRUCE
4" SPRUCE	4" SPRUCE	6" SPRUCE
4" SPRUCE	4" SPRUCE	6" SPRUCE
4" SPRUCE	4" SPRUCE	6" SPRUCE
4" SPRUCE	4" SPRUCE	6" SPRUCE
4" SPRUCE	4" SPRUCE	7" SPRUCE
4" SPRUCE	5" SPRUCE	7" SPRUCE
4" SPRUCE	5" SPRUCE	7" SPRUCE
4" SPRUCE	5" SPRUCE	4" SIBERIAN ELM
4" SPRUCE	5" SPRUCE	9" ELM
4" SPRUCE		

LOT 4 TREE INVENTORY

NO TREES	NO TREES	NO TREES

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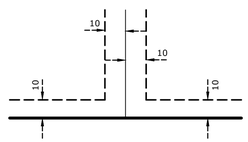
- Denotes Anoka County cast iron monument found
- Denotes found iron monument as shown
- Denotes a 1/2 inch by 14 inch iron pipe set and marked by License No. 13637

Bearings are based on West line of the Northeast Quarter of Section 11, Township 32, Range 25, having an assumed bearing of S00°24'59"W

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:
(NO SCALE)



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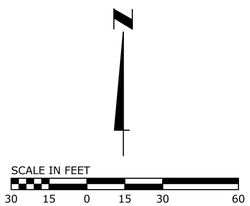

HOUSTON engineering, inc.

TREE INVENTORY

OSHAUGHNESSY THIRD ADDITION

C.R. DOC. NO _____

ANOKA COUNTY CAST IRON MONUMENT
N 1/4 CORNER OF SEC. 11, T. 32, R. 25

NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 11

ANOKA COUNTY CAST IRON MONUMENT
NE CORNER OF SEC. 11, T. 32, R.25

WEST LINE OF THE NORTHEAST 1/4 OF SECTION 11

S00°24'59"W 611.02

UNPLATTED ANOKA COUNTY

MEADOWBROOK
BLOCK 1
LOT 1

COVENANT MEADOWS
BLOCK 2

MEADOWBROOK
BLOCK 2
LOT 1

SOUTH LINE OF THE NORTH 611.00 FEET OF THE NORTH HALF OF THE NE 1/4

N89°49'40"E 2121.23

N89°49'40"E 382.38

10 FOOT SIDE SETBACK

436.55

1657.50

20 FOOT DRIVEWAY ENTRANCE
PER MNDOT PERMIT
#US-25-113275 (#1)

EXISTING ACCESS
(APPROXIMATE)

46.5

93

27.19

56

PROPOSED
DRIVEWAY

40 FOOT REAR
SETBACK

300.00

S06°54'32"E

LOT 1
±2.885 ACRES

LFE=876.00
W/ FULL
BASEMENT

70' x 70'
BUILDING
PAD

12" COTTONWOOD
4" SIBERIAN ELM
6" SIBERIAN ELM
4" SIBERIAN ELM
12" COTTONWOOD
8" X 2 SIBERIAN ELM

40 FOOT STREET
SETBACK

S89°49'40"W 405.00

S00°10'20"E

OSHAUGHNESSY
BLOCK 1
LOT 1

LOT 2
±14.290 ACRES

EXISTING HOUSE

ALTERNATE
SEPTIC
AREA

ST. FRANCIS BLVD

STATE TRUNK HWY NO. 47

N06°54'32"W 713.42

302.09

10 FOOT SIDE SETBACK

EXISTING BUILDING

109.25

N89°50'13"E 1155.10

40 FOOT
STREET
SETBACK

20 FOOT DRIVEWAY ENTRANCE
PER MNDOT PERMIT
#US-25-113275 (#2)

PROPOSED
70' x 70'
BUILDING PAD

LFE=876.00
W/ FULL BASEMENT

PRIMARY DRAIN FIELD

ALTERNATE DRAIN FIELD

LOT 3
±7.830 ACRES

713.42

302.08

27

27.19

PROPOSED DRIVEWAY

150 FOOT NORTHERN STATES
POWER COMPANY EASEMENT
PER DOC. NO. 380677

CENTER LINE OF
150 FOOT EASEMENT

20 FOOT DRIVEWAY ENTRANCE
PER MNDOT PERMIT
#US-25-113275 (#3)

EXISTING
ACCESS
(APPROXIMATE)

63.5

46.5

10

1118.76

10 FOOT SIDE SETBACK

S89°50'13"W 1782.54

SOUTH LINE OF THE
NORTH HALF OF THE NE
1/4 OF SEC. 11, T. 32,
R. 25

BROOK

VIEW

ESTATES

OSHAUGHNESSY
BLOCK 1
LOT 1

OUTLOT
SECOND

LOT 4
±8.588 ACRES

40 FOOT REAR SETBACK

409.41

S00°00'00"E

300.00

S89°49'40"W 888.43

10 FOOT SIDE SETBACK

PROPOSED 70' x 70'
BUILDING PAD

LFE=892.00
WALK-OUT

PROPOSED DRIVEWAY

192

636.59

217.00

S00°11'53"W

LINE PARALLEL WITH THE SOUTH
LINE OF THE NORTH HALF OF
THE NE 1/4 OF SEC. 11, T. 32, R. 25

S89°50'13"W 348.18

S62°39'39"W
43.79

EAST LINE OF
SECTION 11

66

40 FOOT STREET
SETBACK

N89°32'13"W
229.42

±1000

LATH - FOUND IRON AT EAST CORNER / PLACED LATH

EXISTING
HOUSE

S00°11'53"W
170.46

S89°26'33"E 366.01

MEADOWBROOK
BLOCK 1
ADDITION
LOT 1

S00°11'53"W 299.28

299.28

66

GERMANUM STREET NW

© 2025 Microsoft Corporation © 2025 Maxar ©CNES (2025) Distribution Airbus DS © 2025 TMAP MOBILITY Earthstar Geographics SIO

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- Denotes Anoka County cast iron monument found
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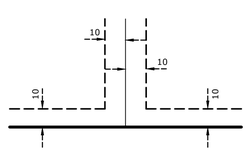
(NO SCALE)



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SCALE IN FEET
100 50 0 50 100 200

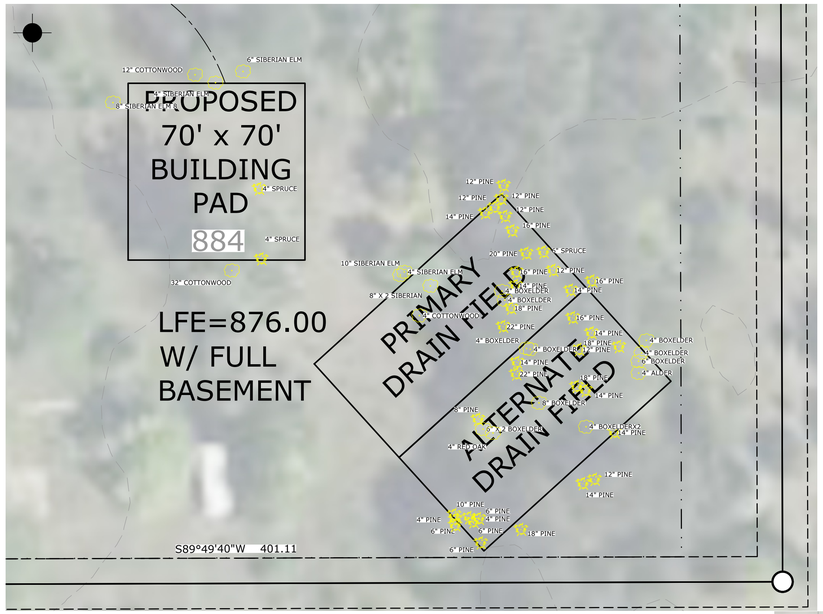
HOUSTON engineering, inc.

TREE INVENTORY

OSHAUGHNESSY THIRD ADDITION

C.R. DOC. NO _____

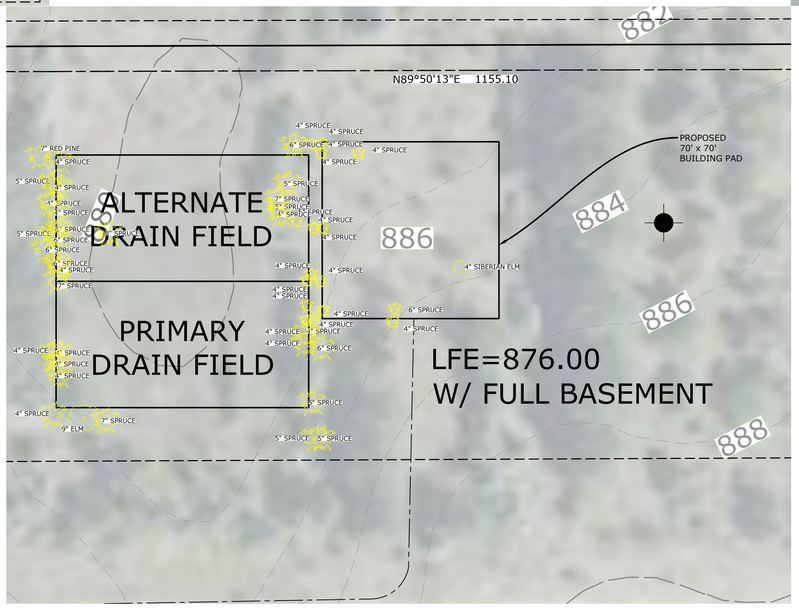
LOT 1



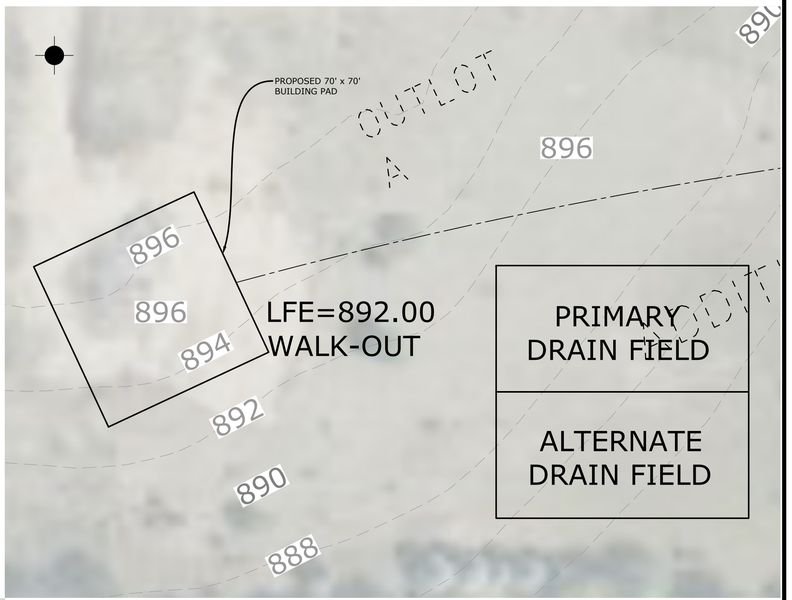
LOT 1 TREE INVENTORY		
4" PINE	14" PINE	4" COTTONWOOD
4" PINE	14" PINE	12" COTTONWOOD
6" PINE	14" PINE	32" COTTONWOOD
6" PINE	14" PINE	4" BOXELDER
6" PINE	16" PINE	4" BOXELDER
6" PINE	16" PINE	4" BOXELDER
8" PINE	16" PINE	4" BOXELDER
10" PINE	16" PINE	4" BOXELDER
12" PINE	18" PINE	4" BOXELDER
12" PINE	18" PINE	4" BOXELDER X 2
12" PINE	18" PINE	6" BOXELDER
12" PINE	18" PINE	6" X 2 BOXELDER
12" PINE	20" PINE	8" BOXELDER
12" PINE	22" PINE	4" SIBERIAN ELM
12" PINE	22" PINE	4" SIBERIAN ELM
14" PINE	4" SPRUCE	6" SIBERIAN ELM
14" PINE	4" SPRUCE	8" SIBERIAN ELM 8
14" PINE	6" SPRUCE	8" X 2 SIBERIAN ELM
14" PINE	4" RED OAK	10" SIBERIAN ELM
		4" ALDER

LOT 3 TREE INVENTORY		
7" RED PINE	4" SPRUCE	5" SPRUCE
4" SPRUCE	4" SPRUCE	5" SPRUCE
4" SPRUCE	4" SPRUCE	5" SPRUCE
4" SPRUCE	4" SPRUCE	5" SPRUCE
4" SPRUCE	4" SPRUCE	6" SPRUCE
4" SPRUCE	4" SPRUCE	6" SPRUCE
4" SPRUCE	4" SPRUCE	6" SPRUCE
4" SPRUCE	4" SPRUCE	6" SPRUCE
4" SPRUCE	4" SPRUCE	6" SPRUCE
4" SPRUCE	4" SPRUCE	6" SPRUCE
4" SPRUCE	4" SPRUCE	6" SPRUCE
4" SPRUCE	4" SPRUCE	7" SPRUCE
4" SPRUCE	5" SPRUCE	7" SPRUCE
4" SPRUCE	5" SPRUCE	7" SPRUCE
4" SPRUCE	5" SPRUCE	4" SIBERIAN ELM
4" SPRUCE	5" SPRUCE	9" ELM
4" SPRUCE		

LOT 3



LOT 4



LOT 4 TREE INVENTORY		
NO TREEES	NO TREES	NO TREES

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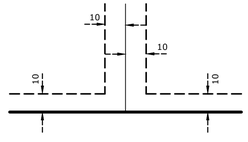

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SCALE IN FEET

30 15 0 15 30 60

HOUSTON engineering, inc.

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

RESOLUTION #25-020

RESOLUTION APPROVING THE PRELIMINARY PLAT OF "OSHAUGHNESSY THIRD ADDITION"

WHEREAS, Mr. Paul Thorpe of Houston Engineering, on behalf of his client, Mr. Tim O'Shaughnessy, hereafter referred to as "Applicant," properly applied for Preliminary Plat approval of the following described property located in the City of Ramsey:

Lot 1, Block 1, OShaughnessy Addition, and
Outlot A, OShaughnessy Second Addition, Anoka County, Minnesota

Or upon recording

Lots 1-4 (inclusive), Block 1, OShaughnessy Third Addition, Anoka County, Minnesota

(the 'Subject Property'); and

WHEREAS, the Subject Property is guided Rural Developing in the adopted 2040 Comprehensive Plan; and

WHEREAS, the Subject Property is zoned RR—Rural Residential with the eastern portion of it within the Scenic River Protection Overlay; and

WHEREAS, an existing home with private utility systems, a driveway, and an accessory building are currently on the Subject Property and will remain after platting; and

WHEREAS, proposed Lot 2 does not meet the lot width requirements of the Rural Residential zoning district, though a variance deviating from that standard is addressed in Resolution #25-226; and

WHEREAS, proposed Lot 4 does not meet the lot width requirements of the Scenic River Protection Overlay, though a variance deviating from that standard is addressed in Resolution #26-021; and

WHEREAS, the Planning Commission held a Public Hearing on January 22, 2026, to review the Preliminary Plat; and

WHEREAS, the Planning Commission recommended the City Council approve the Preliminary Plat; and

WHEREAS, the City Council considered the Preliminary Plat on February 10, 2026, at the request of the Applicant.

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

Council hereby grants approval of the Preliminary Plat for OShaughnessy Third Addition in accordance with relevant City Codes, subject to the following conditions:

a) Approval from the Lower Rum River Watershed Management Organization, if applicable.
b) The Applicant will enter into a Development Agreement with the City.
c) Removal of encroaching driveways on the Subject Property.
d) Scheduling a public hearing for vacating existing platted drainage and utility easements.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this 10th day of February 2026.

_____
Mayor

ATTEST:

_____
City Clerk

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

RESOLUTION #26-021

A RESOLUTION APPROVING A VARIANCE TO LOT WIDTH IN OSHAUGHNESSY THIRD ADDITION

RECITALS

1. The City of Ramsey received an application from Mr. Paul Throp of Houston Engineering, on behalf of his client, Mr. Tim O'Shaughnessy (the Applicant) requesting a Variance to the minimum lot width requirements in conjunction with a request to subdivide property (Major Plat) at 17201 St. Francis Boulevard NW into the plat of OSHAUGHNESSY THIRD ADDITION and legally described as follows:

   Lot 4, Block 1, OSHAUGHNESSY THIRD ADDITION, Anoka County, Minnesota

   (the "Subject Property")

2. That the Subject Property is guided as Rural Developing in the 2040 Comprehensive Plan.

3. That the Subject Property is zoned RR, Rural Residential District with the eastern portion within the Scenic River Protection Overlay District, as are adjacent parcels on the south and north.

4. That the Subject Property has a lot width of approximately 170.46 feet.

5. That City Code Section 106-953(b) specifies that minimum lot width for rural district lots in the Scenic River Protection Overlay is 300 feet.

6. That City Code Section 106-105 (Definitions) define Lot Width as means "the uniform width measured at the property line abutting the street at the minimum building setback line of the underlying zoning district. In the case of a lot abutting a cul-de-sac, the lot width is the width measured at right angles to the depth at the building setback requirement."

7. That the Applicant has requested to subdivide the property into four lots as OSHAUGHNESSY THIRD ADDITION.

8. That along the eastern portion of the property was previously an outlot in the plat of OSHAUGHNESSY SECOND ADDITION and that there is no additional land available to get additional width.

9. That the Environmental Policy Board (EPB) reviewed the variance request at its meeting on January 12, 2026, and recommended approval of it.

10. That the Applicant appeared before the Planning Commission for a public hearing pursuant to Section 106-220 (Variances) of the Ramsey City Code on January 22, 2026, and that said public hearing was properly advertised, including notice to the Minnesota Department of Natural Resources, and that the minutes of said public hearing are available.

11. That the City Council reviewed the EPB and Planning Commission's recommendations at the regular meeting on February 10, 2026.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows: That the lot width of Lot 4, Block 1, OSHAUGHNESSY THIRD ADDITION, Anoka County, Minnesota, may be reduced to 170.46 feet in width and that this variance is based on a "practical difficulty" as it is remaining in character with the surrounding neighborhood. It is further conditioned that the house and any accessory buildings must be constructed outside of the area of the property that is within the Scenic River Protection Overlay District.

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

and the following voted against the same:

and the following abstained:

and the following were absent:

whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 10th day of February, 2026.

_____
Mayor

ATTEST:

_____
City Clerk

CC Regular Session

Meeting Date: 02/10/2026

Primary Strategic Plan Initiative: Promote economic growth and development.

Title:

Adopt Resolution #26-024, Approving a Conditional Use Permit for Motor Vehicle Repair Uses at 14310 Sunfish Lake Boulevard NW (Clark Companies)

Purpose/Background:

Josh Clark with Clark Companies (the "Applicant") has submitted a Land Use Application to allow for Motor Vehicle Repair uses within the existing buildings at 14310 Sunfish Lake Boulevard NW (the "Subject Property"). The property, zoned I-1 Light Industrial, contains two buildings (one measuring 14,440 square feet, and the other measuring 6,200 square feet), 33 parking stalls, and two driveways onto 144th Avenue NW. To accommodate the automotive repair use, the Applicant is requesting a Conditional Use Permit for Motor Vehicle Repair.

It should be noted that this request is speculative in nature, meaning that the Permittee does not have definitive tenants looking to operate a motor vehicle repair business on the property at the time of writing this case. Rather, the Applicant is seeking approval of the Conditional Use Permit to market the eight leaseable suites to motor vehicle repair businesses, as well as other businesses that may work on their own vehicles or equipment as ancillary support of their non-auto-repair business. Other permitted businesses will be allowed to operate in the buildings.

Notification:

Staff attempted to notify property owners within 350 feet of the Subject Property, as reflected in the Anoka County Property Records, of the request and the Public Hearing held by the Planning Commission on January 22nd. A notice of the Public Hearing was published in the Anoka County Union Herald, the City's official newspaper. Two proposed development signs were placed on the property: one at the intersection of 144th Avenue NW and Azurite Street NW, and one along Sunfish Lake Boulevard NW.

Time Frame/Observations/Alternatives:

Subject Property

The Subject Property, 14310 Sunfish Lake Boulevard NW, is located in the southeastern part of Ramsey, bounded by 144th Avenue NW to the north, Azurite Street to the west, Sunfish Lake Boulevard to the east, and smaller industrial properties to the south. The Subject Property is zoned I-1, Light Industrial District, and is guided for Business Park land uses in the City's 2040 Comprehensive Plan. Surrounding properties are also zoned Light Industrial and guided for Business Park land use.

Site Plan

This request is unique in that the site improvements were made prior to the Conditional Use Permit request. A building permit and certificate of occupancy were approved for warehousing. The Site Plan includes an existing 14,440 square-foot building labeled as "Building 1", an existing 6,200 square-foot building labeled as "Building 2", 33 parking stalls, and other site improvements. These buildings pre-date most of the buildings and roadways in the surrounding business park. Two existing driveways connect the parking lot to 144th Avenue NW. The western parking lot was recently added with administrative approval.

Building Improvements

The Applicant has been making improvements to the existing buildings to accommodate new uses. The existing buildings' were granted a certificate of occupancy for warehousing. However, the Applicant is seeking a variety of other types of businesses to lease spaces in the buildings. Mr. Clark is aware that motor vehicle repair use will

require a change to occupancy. Therefore, additional building permits and new certificates of occupancy are required to meet Building and Fire Codes. The Applicant has also provided written architectural code analyses for each building to explain what improvements will need to be made to accommodate motor vehicle repair uses, should they come forward for a lease. Additionally, no new signage has been proposed on the submitted plans, but any proposed signage will be reviewed administratively in accordance with Chapter 108 of City Code.

Utilities

The buildings are connected to municipal water and sewer. One condition of approval is the need for a new Sewer Availability Charge (SAC) Determination letter, as required by the Metropolitan Council. This is because the building uses are changing from warehousing to automotive repair which may have an impact on the sewer system. The Engineering Department will need to review the changes and the Metropolitan Council SAC determination. The SAC changes may trigger a change to the Water Availability Charge (WAC) as well.

Conditional Use Permit Standards for Motor Vehicle Repair

As is common for most conditional uses in Ramsey, the requested conditional use has a set of specific performance standards that need to be met before that use can be approved. Those conditions are listed below, as stated in City Code Section 106-525 (in italics):

- *All repair operations must be conducted inside a building*. - The property owner is responsible for ensuring all spaces utilized by motor vehicle repair businesses are large enough to accommodate all repair operations.
- *All vehicles must be properly licensed*. - The property owner is responsible for ensuring compliance with this condition.
- *Parking of any vehicle is prohibited on an adjacent public roadway*. - While not explicitly stated in the Conditional Use Permit, the property owner is responsible for ensuring all vehicles are parked on-site and not parked on any adjacent street. If necessary, "No Parking" signs may need to be installed, with installation costs being the responsibility of the applicant. Additionally, Staff have added another condition stating that all parking standards in Section 106-560 of City Code must be met for all uses on the Subject Property, and that if the current 33 parking stalls are insufficient for meeting minimum parking requirements for all tenants, an amendment to this Conditional Use Permit shall be requested.
- *Visibly damaged vehicles parked outdoors must be screened.* - The Applicant has expressly stated that no visibly damaged vehicles will be parked outdoors. If the Applicant or any of his tenants requests to have any outdoor storage of visibly damaged vehicles, motor vehicle parts, or other items in the future, an amendment to this Conditional Use Permit shall be requested.
- *No vehicle dealer's license will be issued for the property*. - Vehicle dealer's license applications are reviewed by Planning Staff, as regulated by the Minnesota Department of Public Safety, to ensure that a given property is properly zoned for Motor Vehicle Sales. Since Motor Vehicle Sales are a conditional use in the I-1 zoning district, and the Permittee is not seeking a CUP to allow Motor Vehicle Sales, this use will not be allowed on the property.

Staff have built upon the above criteria to add conditions that meet the spirit and intent of a speculative motor vehicle repair use, while at the same time protecting the health, safety, welfare, and general character of the surrounding neighborhood. These conditions have been reviewed by City Staff and the City Attorney.

Additional Considerations

As noted above, this Conditional Use Permit is not connected to a specific user or a specific suite. Rather, the Applicant is seeking approval for the Conditional Use Permit for the eight (8) leasable suites to allow for increased flexibility for prospective tenants. This is a fairly uncommon approach, as Conditional Use Permits are typically sought by tenants and then designed to meet the specific needs of the tenants, the property, and the surrounding neighborhood. Staff have researched past cases and conferred with the Building Official and Fire Marshal to ensure this Conditional Use Permit is sufficient for meeting the Applicant's request while simultaneously protecting the City's interests.

Alternatives

Alternative 1: Approve the Conditional Use Permit, contingent upon satisfying the conditions listed in Resolution #26-024 as requested by the Applicant and recommended by the Planning Commission and staff.
Alternative 2: Approve the Conditional Use Permit with modifications, based on supporting findings of fact.

Alternative 3: Deny the Conditional Use Permit, based on supporting findings of fact.

Funding Source:

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

Recommendation:

At their regular meeting on January 22nd, the Planning Commission voted unanimously to recommend approval of the Conditional Use Permit, subject to the conditions specified within the Resolution.

Outcome/Action:

Motion to adopt Resolution #26-024, Approving a Conditional Use Permit for Motor Vehicle Repair at 14310 Sunfish Lake Boulevard NW, subject to the conditions specified within the Resolution.

Attachments

Resolution 26-024

Site and Architectural Plans

Architectural Code Analysis and Email Correspondence

Applicant's Narrative

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	02/05/2026 11:37 AM
Form Started By: Adam Martin		Started On: 01/27/2026 08:08 AM
Final Approval Date: 02/05/2026		

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

RESOLUTION #26-024

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A MOTOR VEHICLE REPAIR USE AT 14310 SUNFISH LAKE BOULEVARD NW

RECITALS

1. Mr. Josh Clark of Clark Companies, hereafter referred to as the "**Permittee**", has properly applied for a Conditional Use Permit per City Code Section 106-230 to construct and operate motor vehicle repair uses on the property addressed as 14310 Sunfish Lake Boulevard NW and legally described as:

   The South 250 Feet of the North 750 Feet of the East 871 Feet as measured along the East and North lines of the North half of the Southeast quarter of Section 27, Township 32, Range 25, except road, subject to easement of record, Anoka County, Minnesota.

   (the "**Subject Property**"); and

2. The Subject Property is zoned I-1, Community Business District, and the total area of the Subject Property is approximately 4.65 acres; and

3. The parcels to the north, west, and south of the **Subject Property** are also zoned I-1, Light Industrial District, and properties to the east (across Sunfish Lake Boulevard) are zoned R-1A, Single-Family Residential District; and

4. The **Subject Property** is guided as Business Park in the 2040 Comprehensive Plan; and

5. Motor Vehicle Repair is listed as a Conditional Use per City Code Section 106-521 (Principal Uses) within the I-1 Zoning District; and

6. The **Permittee** has submitted a Site Plan, architectural plans, and architectural code analyses, all designed and prepared by El-Nagdy Architects and dated December 11, 2025 (as shown in **Exhibit A**), depicting the location of an existing 14,440 square-foot building labeled as "Building 1, which contains Suites 100 through 104 (inclusive), an existing 6,200 square-foot building labeled as "Building 2," which contains Suites 200 through 202 (inclusive), 33 parking stalls, and other site improvements; and

7. The **Permittee** has also submitted a written narrative to explain the requested motor vehicle repair use, which is speculative in nature and intended to allow for future tenants to lease and operate motor vehicle repair uses within any of the eight existing suites in the existing buildings; and

8. The **Permittee** will make improvements to the existing buildings to accommodate the change in occupancy from warehousing to motor vehicle repair, and will obtain all applicable building permits in accordance with State Law; and

9. The Site Plan is in conformance with all applicable City Code regulations, including performance standards found in Section 106-515(10); and

10. That the Planning Commission reviewed the request at their meeting on January 22, 2026, and recommended _____; and

11. That the City Council reviewed the request at their meeting on February 10, 2026.

FINDINGS OF FACT

1. That the motor vehicle repair use will not be unduly dangerous or detrimental to persons residing or working in the vicinity of the use or to the public welfare; and

2. That the motor vehicle repair use will be designed and operate in such a way that it will not change the essential character of the area.

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

1) That the Ramsey City Council hereby grants approval of a Conditional Use Permit (the "**Permit**") for the construction and operation of motor vehicle repair uses on the Subject Property contingent upon the following conditions:

CONDITIONS

1. Final legal form approved by the City Attorney.

2. The building improvements will be constructed in accordance with the change in occupancy from the existing warehousing use, and any change in occupancy from the existing warehousing use will require building permits in accordance with State Law.

3. A new Sewer Accessibility Charge (SAC) Determination form must be submitted to account for the change in use of the existing structures, as required by Metropolitan Council Environmental Services (MCES), and a concurrent Water Accessibility Charge (WAC) may apply in accordance with the City of Ramsey's policies.

4. All repair operations must be conducted inside the existing buildings.

5. All vehicles must be properly licensed.

6. Loading, unloading, and transferring of product or materials to and from commercial vehicles must not occur on any adjacent public roadway.

7. The Permittee stated that any visibly damaged vehicles will be parked indoors. Should visibly damaged vehicles need to be parked outdoors, an amendment to this Conditional Use Permit shall be requested.

8. No visibly damaged vehicles may be parked outdoors on the **Subject Property**. All vehicles stored outdoors on the **Subject Property** shall be operable and parked within a designated parking space directly abutting a drive aisle.

9. Section 106-560 of City Code requires each motor vehicle repair use to provide a minimum of 3 parking spaces for each enclosed bay and 1 space for each full-time employee. If the 33 parking stalls are insufficient for meeting minimum parking requirements for all tenants on the **Subject Property**, an amendment to this Conditional Use Permit shall be requested.

10. Outdoor storage as an accessory use is a Conditional Use in the I-1 zoning district. Should outdoor storage be requested by any of the tenants on the **Subject Property**, an amendment to this Conditional Use Permit shall be requested.

11. No area of the **Subject Property** may be used for accumulation of junk or debris, and the entire **Subject Property** shall comply with Chapter 30 of Ramsey City Code, entitled "Nuisances".

12. All waste must be located in dumpsters or trash bins, located within a designated waste enclosure on the **Subject Property**.

13. All hazardous waste generated on the **Subject Property** are properly disposed of in accordance with Ramsey City Code and all applicable state laws. If a hazardous waste generators license is applicable through the Minnesota Pollution Control Agency's regulations, a copy of the license shall be submitted to the City.

14. No vehicle dealer's license will be issued for any tenant or suite on the **Subject Property**.

15. Signs must meet City Code requirements and obtain the proper permits.

16. The **Permittee** shall be responsible for operating in full compliance with all applicable local, county, state and federal regulations and agrees to provide a copy of any other required permits that are requested.

17. This **Permit** shall automatically expire if the use is not initiated within one (1) year of approval, and issuance of a Building Permit shall constitute initiation.

18. The **Permittee** shall be responsible for all City costs incurred in administering and enforcing this **Permit**.

19. The **Permittee** knowingly and intentionally terminates any outstanding Conditional Use Permits for the **Subject Property** and any claim to a land use right thereunder.

20. In the event that violations of any conditions set forth in this **Permit** occur, the City Council shall have the authority to revoke the **Permit** as stated in Section 106-230 of Ramsey City Code, including but not limited to the **Permit** becoming null and void if the use is discontinued for a continuous one-year period.

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
Councilmember

and the following voted against the same:

and the following abstained:

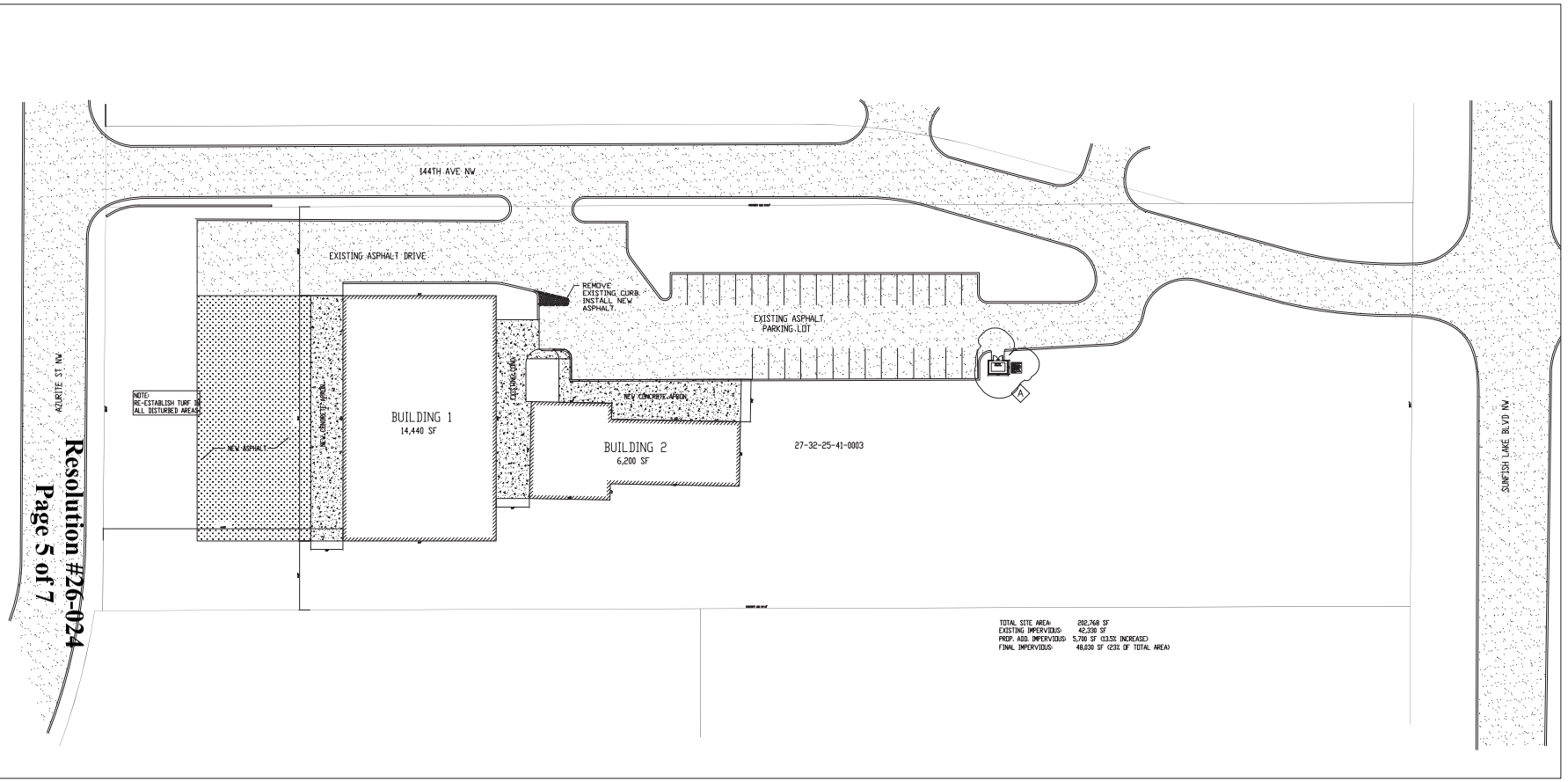
and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 13th day of January, 2026.

_____
Mayor

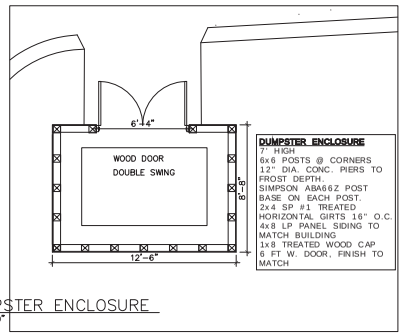
ATTEST:

_____
City Clerk



Resolution #26-024
Page 5 of 7

1 SITE PLAN (REFERENCE)
A-0.0 1/32"=1'-0"



2 DUMPSTER ENCLOSURE
A-0.0 1/4"=1'-0"

LEGEND
- EXISTING BITUMINOUS
- EXISTING CONCRETE
- PROPOSED BITUMINOUS
- PROPOSED CONCRETE

IMPERVIOUS SUMMARY

TOTAL SITE AREA: 202,768 SF
EXISTING IMPERVIOUS: 42,330 SF
PROP. ADD. IMPERVIOUS: 5,700 SF (13.5% INCREASE)
FINAL IMPERVIOUS: 48,030 SF (23% OF TOTAL AREA)

EI-Nagdy Architects
3635 HARDING ST NE
MINNEAPOLIS, MN 55418
PHONE(612)2451297

Exhibit A

consultants

project number 2524
date 4-25-2025
drawn by EN
checked by AE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF MINNESOTA.

REGISTRATION# 22987
NAME: ALMOTAZ ELNAGDY
SIGNATURE
DATE 4-25-2025

certification

revisions

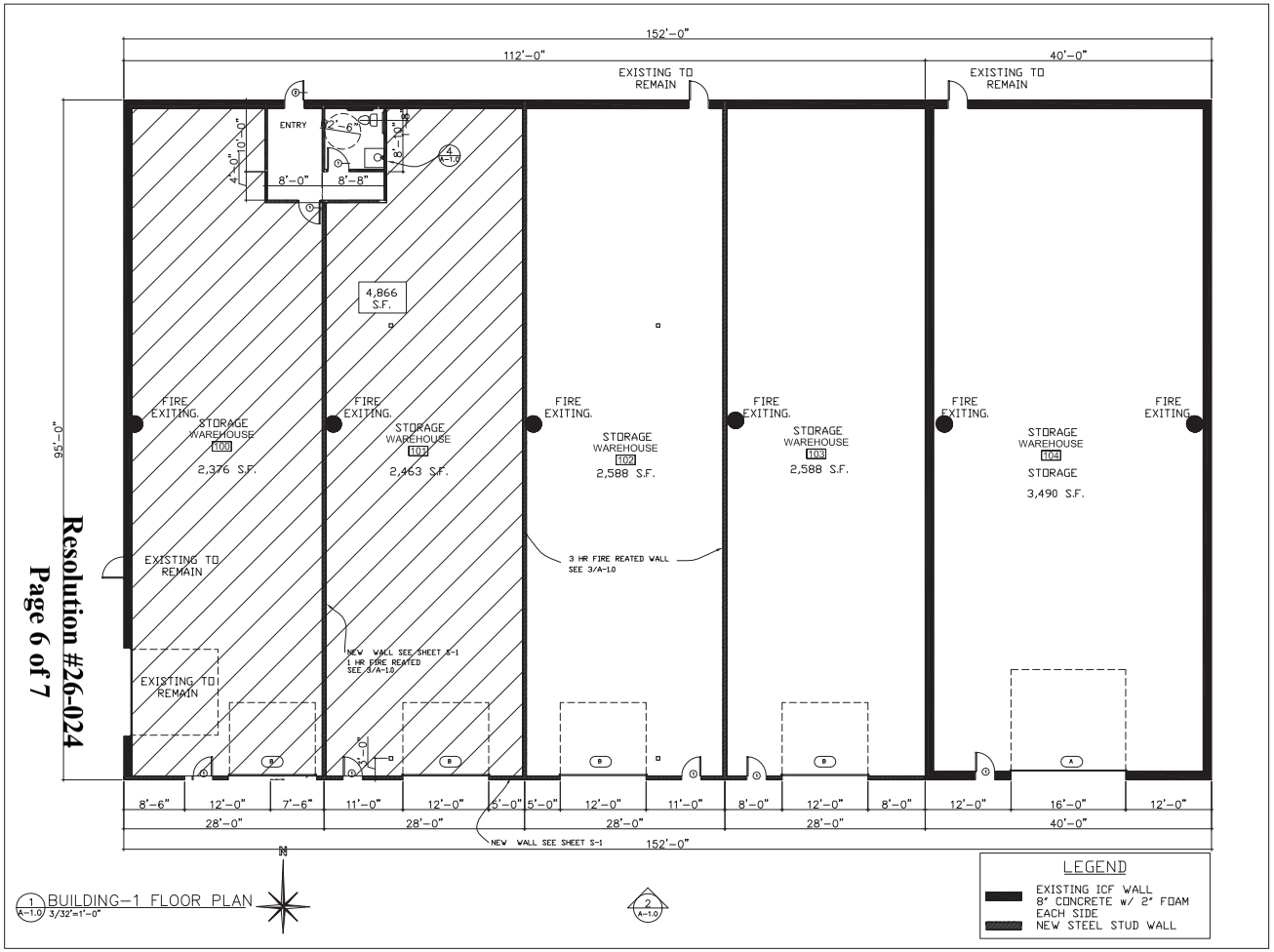
REVISION 1	7/25/2025
REVISION 2	8/25/2025
REVISION 3	12/11/2025

project title

COMMERCIAL REMODEL
14310 SUNFISH LAKE BLVD.
RAMSEY MN,55303

SITE PLAN REFERENCE

A-0.0



1 BUILDING–1 FLOOR PLAN
A–1.0 3/32"=1'–0"

2 A–1.0

CODE REVIEW: BLDG 1

PROJECT DESCRIPTION: REMODELING OF EXISTING PROPERTY
14310 SUNFISH LAKE BLVD
RAMSEY , MN 55303

ZONING:
C (COMMERCIAL)

CODE USED:
2018 IBC
2020 STATE BUILDING CODE

BUILDING
EXISTING ONE STORY
TYPE OF CONSTRUCTION: V–B
NONE SPRINKLER

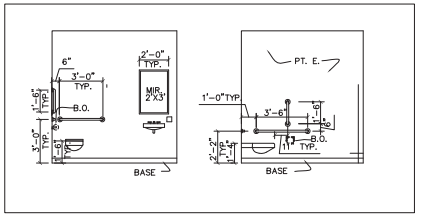
OCCUPANCY CLASSIFICATION:
S OCCUPANCY
TOTAL AREA USED FOR S OCCUPANCY 14,440 SF
TOTAL OCCUP. ALLOWED 48
100 S OCCUPANCY.2,376 SF
101 S OCCUPANCY.2,436 SF
102 S OCCUPANCY.2,588 SF
103 S OCCUPANCY.2,588 SF
104 S OCCUPANCY.3,490 SF

OCCUPANCY LOAD
100 S @300 SF # OF OCCUP.ALLOWED 8
101 S @300 SF # OF OCCUP.ALLOWED 8
102 S @300 SF # OF OCCUP.ALLOWED 9
103 S @300 SF # OF OCCUP.ALLOWED 9
104 S @300 SF # OF OCCUP.ALLOWED 12

PLUMBING FIXTURES:
AREA S OCCUPANCY 1 (EXISTING)

EXIT REQUIREMENTS
S OCCUPANCY 1
2 EXIT PROVIDED AT EACH AREA

PARKING REQUIREMENTS
EXISTING
SEE SITE PLAN A–0.0



4 ADA TOILET DETAIL
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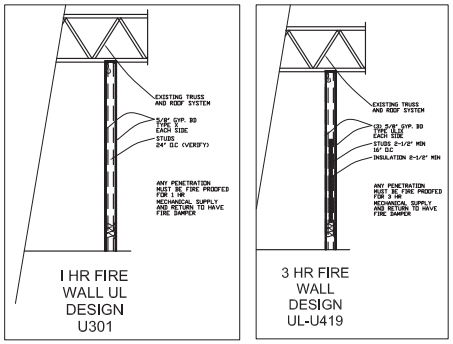
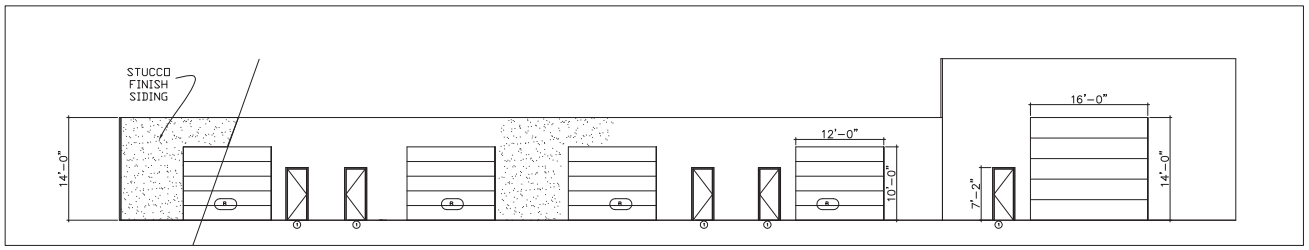


3 FIRE WALL
A–1.0 1/8"=1'–0"



2 ELEVATION
A–1.0 1/8"=1'–0"

El–Nagdy Architects
3832 HARDING ST. NE.
MINNEAPOLIS, MN 55418
PHONE(612)4451297

consultants

project number 2524
date 4–25–2025
drawn by ER
checked by AE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF MINNESOTA.
REGISTRATION# 22807
NAME ALAULDIN ELNAGDY
SIGNATURE
DATE 4–25–2025

certification

revisions

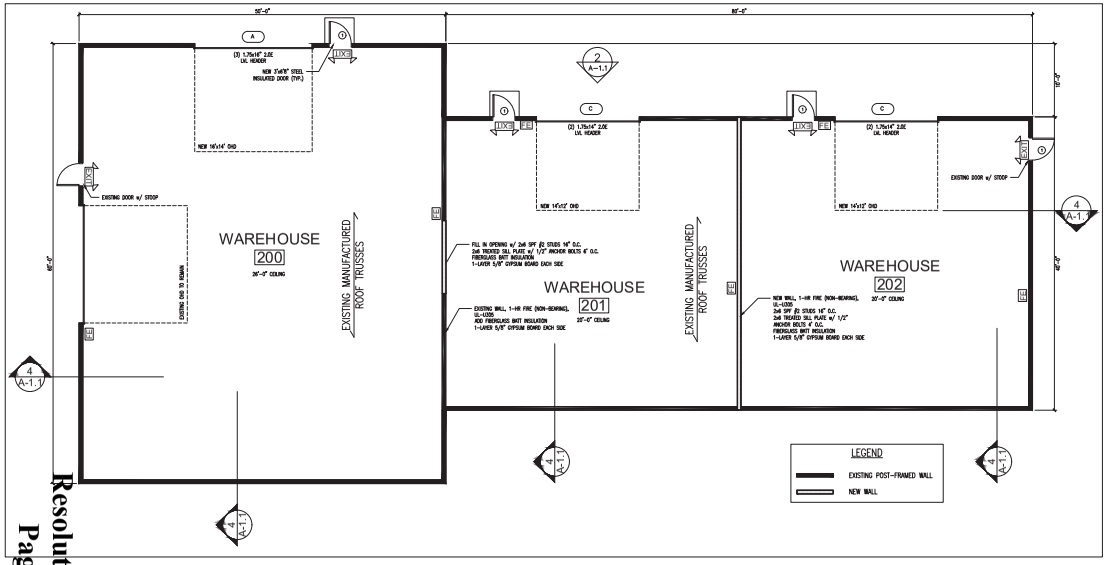
REVISION 1	7/25/2025
REVISION 2	8/25/2025
REVISION 3	12/11/2025

project title

COMMERCIAL REMODEL
14310 SUNFISH LAKE BLVD.
RAMSEY MN,55303

FLOOR PLAN BUILDINGS 1

A–1.0



CODE REVIEW :BLDG 2

PROJECT DESCRIPTION: REMODELING OF EXISTING PROPERTY
14310 SUNFISH LAKE BLVD
RAMSEY , MN 55303

ZONING:
I-1: LIGHT INDUSTRIAL

CODE USED:
2018 IBC
2020 STATE BUILDING CODE

BUILDING
EXISTING ONE STORY
TYPE OF CONSTRUCTION: V-B
NONE SPRINKLER

OCCUPANCY CLASSIFICATION:
S-1 OR S-2 OCCUPANCY, NON-SEPARATED USES
AREA USED FOR S-1 / S-2 OCCUPANCY 6,011 SF

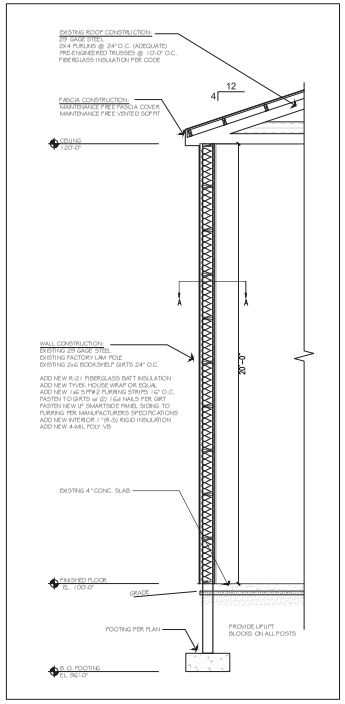
OCCUPANCY LOAD
200 S-1 / S-2 2,981 SF @300 # OCCUP.ALLOWED 10
201 S-1 / S-2 1,530 SF @300 # OCCUP.ALLOWED 5
202 S-1 / S-2 1,530 SF @300 # OCCUP.ALLOWED 5
TOTAL OCCUP. ALLOWED S-1 / S-2 @ 300 SF 20

PLUMBING FIXTURES:
S-1 / S-2 OCCUPANCY 1
PROVIDED AT BUILDING 1

FIRE SEPARATION
NONE REQUIRED

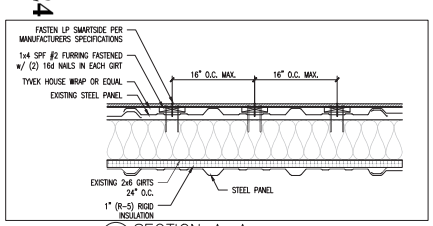
EXIT REQUIREMENTS
S-1 / S-2 OCCUPANCY 1
2 EXIT PROVIDED AT EAT AREA

PARKING REQUIREMENTS
EXISTING
SEE SITE PLAN A-0.0



4 EXTERIOR WALL SECTION
A-1.1 3/8"=1'-0"

1 FLOOR PLAN BLDG. 2
A-1.1 1/8"=1'-0"



5 SECTION A-A
A-1.1 1-1/2"=1'-0"

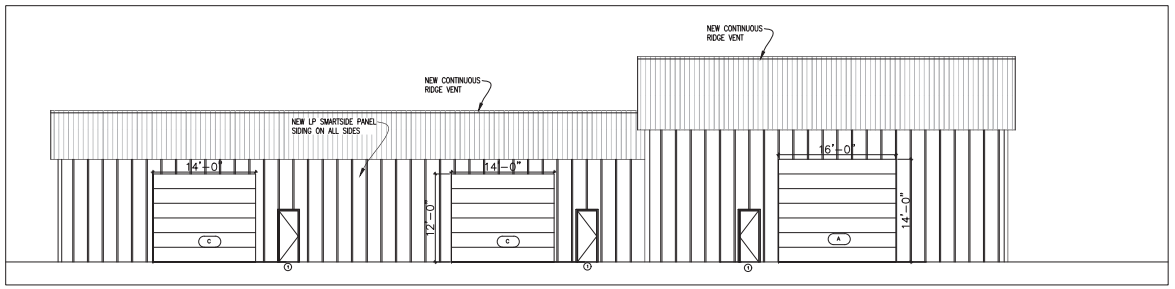
MNBC 311.2 Moderate-hazard storage, Group S-1.
Storage Group S-1 occupancies are buildings occupied for storage uses that are not classified as Group S-2, including, but not limited to, storage of the following:

- Aerosol products, Levels 2 and 3
- Aircraft hangar (storage and repair)
- Bags: cloth, burlap and paper
- Bamboos and rattan
- Baskets
- Belting: canvas and leather
- Books and paper in rolls or packs
- Boots and shoes
- Buttons, including cloth covered, pearl or bone
- Cardboard and cardboard boxes
- Clothing, woolen wearing apparel
- Cordage
- Dry boat storage (indoor)
- Furniture
- Furs
- Glues, mucilage, pastes and size
- Grains
- Horns and combs, other than celluloid
- Leather
- Linoleum
- Lumber
- Motor vehicle repair garages complying with the maximum allowable quantities of hazardous materials listed in Table 307.1(1) (see Section 406.8) *
- Photo engravings
- Resilient flooring
- Self-service storage facility (mini-storage)
- Silks
- Soaps
- Sugar
- Tires, bulk storage of
- Tobacco, cigars, cigarettes and snuff
- Upholstery and mattresses
- Wax candles

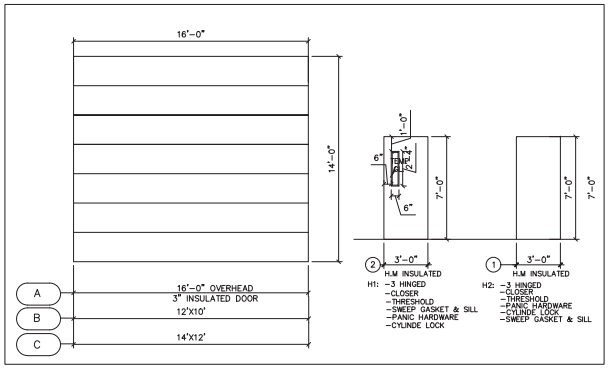
* ADDITIONAL CHANGES TO THE BUILDING ARE REQUIRED FOR AUTOMOTIVE USES.

MNBC 311.3 Low-hazard storage, Group S-2.
Storage Group S-2 occupancies include, among others, buildings used for the storage of noncombustible materials such as products on wood pallets or in paper cartons with or without single thickness divisions; or in paper wrappings. Such products are permitted to have a negligible amount of plastic trim, such as knobs, handles or film wrapping. Group S-2 storage uses shall include, but not be limited to, storage of the following:

- Asbestos
- Beverages up to and including 16-percent alcohol in metal, glass or ceramic containers
- Cement in bags
- Chalk and crayons
- Dairy products in nonwaxed coated paper containers
- Dry cell batteries
- Electrical coils
- Electrical motors
- Empty cans
- Food products
- Foods in noncombustible containers
- Fresh fruits and vegetables in nonplastic trays or containers
- Frozen foods
- Glass
- Glass bottles, empty or filled with noncombustible liquids
- Gypsum board
- Inert pigments
- Ivory
- Meats
- Metal cabinets
- Metal desks with plastic tops and trim
- Metal parts
- Metals
- Mirrors
- Oil-filled and other types of distribution transformers
- Parking garages, open or enclosed
- Porcelain and pottery
- Stoves
- Talc and soapstones
- Washers and dryers



2 ELEVATION
A-1.1 1/8"=1'-0"



3 DOORS DETAILS
A-1.1 1/4"=1'-0"

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PHONE(612)4612297

consultants

project number 2524
date 6-25-2025
drawn by ER
checked by AE

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REGISTRATION# 22087
NAME: ALYSSIA ELNAGDY
SIGNATURE
DATE 6/10/2025

certification

revisions

REVISION 1	7/25/2025
REVISION 2	8/25/2025
REVISION 3	12/11/2025

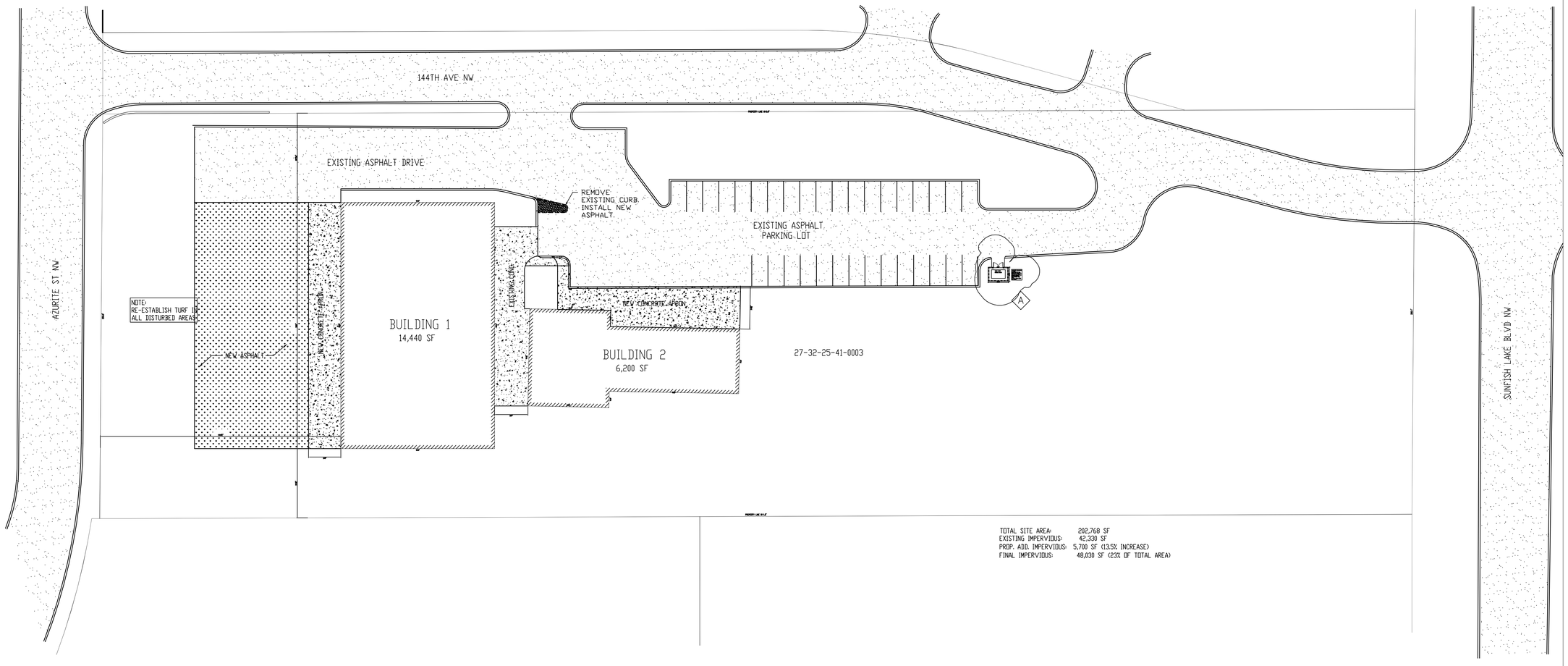
project title

Title
Title
14310 SUNFISH LAKE BLVD.
RAMSEY MN,55303

FLOOR PLAN BUILDINGS 2

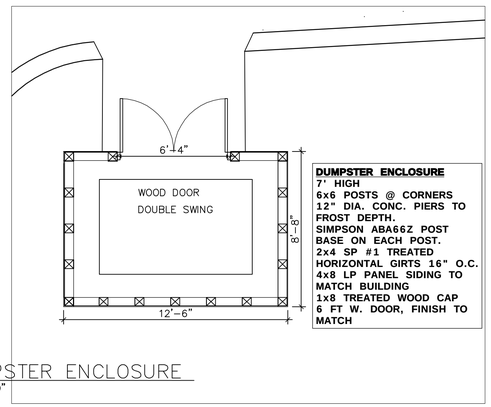
A-1.1

Resolution #26-024
Page 7 of 7



1 A-0.0 SITE PLAN (REFERENCE)
1/32'=1'-0"

N



DUMPSTER ENCLOSURE
7' HIGH
6x6 POSTS @ CORNERS
12" DIA. CONC. PIERS TO FROST DEPTH.
SIMPSON ABA66Z POST BASE ON EACH POST.
2x4 SP #1 TREATED HORIZONTAL GIRTS 16" O.C.
4x8 LP PANEL SIDING TO MATCH BUILDING
1x8 TREATED WOOD CAP
6 FT W. DOOR, FINISH TO MATCH

2 A-0.0 DUMPSTER ENCLOSURE
1/4'=1'-0"

LEGEND

- EXISTING BITUMINOUS
- EXISTING CONCRETE
- PROPOSED BITUMINOUS
- PROPOSED CONCRETE

IMPERVIOUS SUMMARY

TOTAL SITE AREA: 202,768 SF
EXISTING IMPERVIOUS: 42,330 SF
PROP. ADD. IMPERVIOUS: 5,700 SF (13.5% INCREASE)
FINAL IMPERVIOUS: 48,030 SF (23% OF TOTAL AREA)

El-Nagdy Architects

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checked by AE

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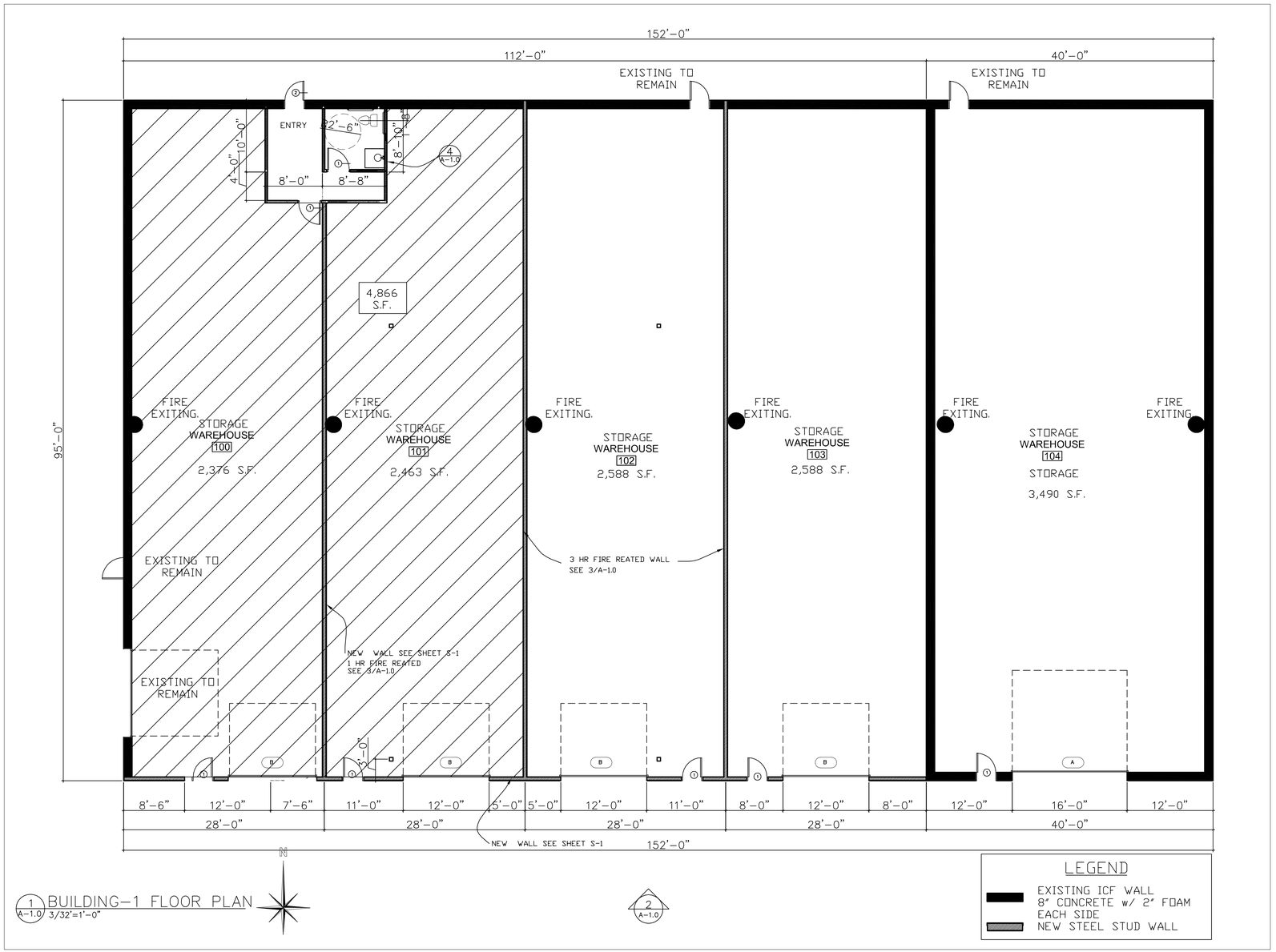
REVISION 3	12/11/2025

project title

COMMERCIAL REMODEL
14310 SUNFISH LAKE BLVD.
RAMSEY
MN,55303

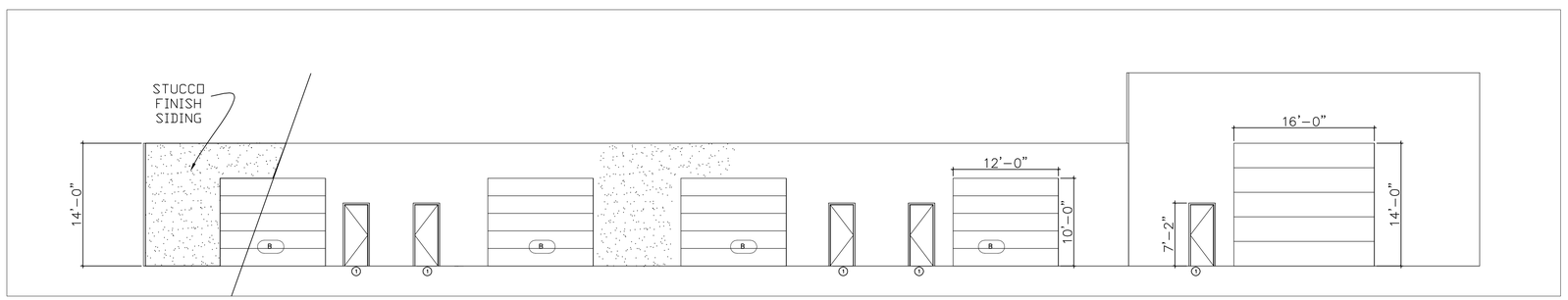
SITE PLAN REFERENCE

A-0.0



1 A-1.0 BUILDING-1 FLOOR PLAN 3/32"=1'-0"

2 A-1.0



2 ELEVATION A-1.0 1/8"=1'-0"

CODE REVIEW: BLDG 1

PROJECT DESCRIPTION: REMODELING OF EXISTING PROPERTY
14310 SUNFISH LAKE BLVD
RAMSEY , MN 55303

ZONING:
C (COMMERCIAL)

CODE USED:
2018 IBC
2020 STATE BUILDING CODE

BUILDING
EXISTING ONE STORY
TYPE OF CONSTRUCTION: V-B
NONE SPRINKLER

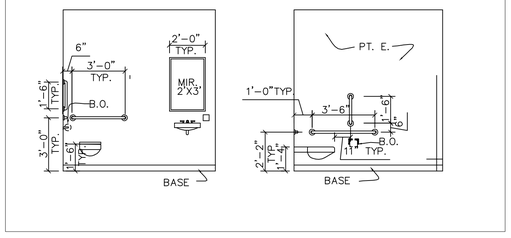
OCCUPANCY CLASSIFICATION:
S OCCUPANCY
TOTAL AREA USED FOR S OCCUPANCY 14,440 SF
TOTAL OCCUP. ALLOWED 48
100 S OCCUPANCY.2,376 SF
101 S OCCUPANCY.2,436 SF
102 S OCCUPANCY.2,588 SF
103 S OCCUPANCY.2,588 SF
104 S OCCUPANCY.3,490 SF

OCCUPANCY LOAD
100 S @300 SF # OF OCCUP.ALLOWED 8
101 S @300 SF # OF OCCUP.ALLOWED 8
102 S @300 SF # OF OCCUP.ALLOWED 9
103 S @300 SF # OF OCCUP.ALLOWED 9
104 S @300 SF # OF OCCUP.ALLOWED 12

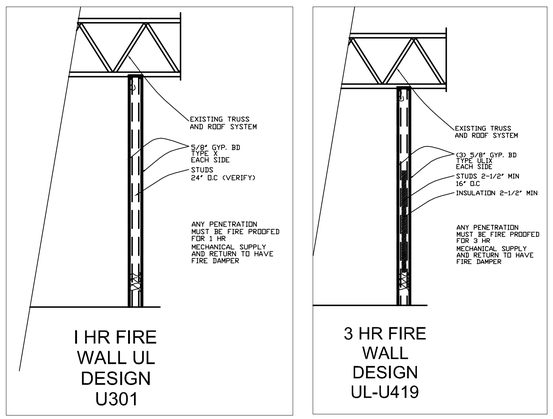
PLUMBING FIXTURES:
AREA S OCCUPANCY 1 (EXISTING)

EXIT REQUIREMENTS
S OCCUPANCY 1
2 EXIT PROVIDED AT EACH AREA

PARKING REQUIREMENTS
EXISTING
SEE SITE PLAN A-0.0



4 A-1.0 ADA TOILET DETAIL 1/4"=1'-0"



3 A-1.0 FIRE WALL 1/8"=1'-0"

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PHONE(612)2451297

consultants

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REGISTRATION # 22887
NAME: ALYELDIN ELNAGDY
SIGNATURE
DATE 4-25-2025

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revisions

REVISION 1	7/25/2025
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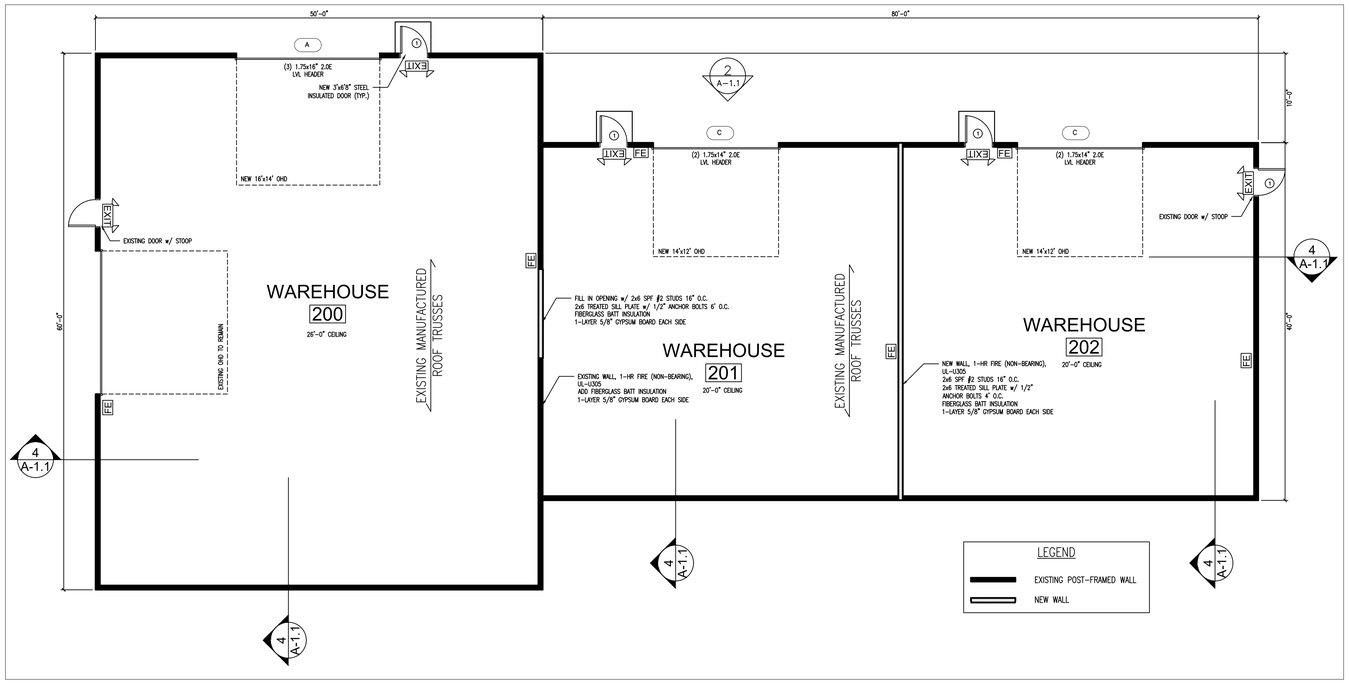
REVISION 3	12/11/2025

project title

COMMERCIAL REMODEL
14310 SUNFISH LAKE BLVD.
RAMSEY
MN,55303

FLOOR PLAN
BUILDINGS 1

A-1.0



1 FLOOR PLAN BLDG. 2
A-1.1 1/8"=1'-0"

CODE REVIEW :BLDG 2

PROJECT DESCRIPTION: REMODELING OF EXISTING PROPERTY

ZONING: 14310 SUNFISH LAKE BLVD RAMSEY , MN 55303

I-1: LIGHT INDUSTRIAL

CODE USED:

2018 IBC
2020 STATE BUILDING CODE

BUILDING

EXISTING ONE STORY
TYPE OF CONSTRUCTION: V-B
NONE SPRINKLER

OCCUPANCY CLASSIFICATION:

S-1 OR S-2 OCCUPANCY, NON-SEPARATED USES
AREA USED FOR S-1 / S-2 OCCUPANCY 6,011 SF

OCCUPANCY LOAD

200 S-1 / S-2 2,981 SF @300 # OCCUP.ALLOWED 10
201 S-1 / S-2 1,530 SF @300 # OCCUP.ALLOWED 5
202 S-1 / S-2 1,530 SF @300 # OCCUP.ALLOWED 5
TOTAL OCCUP. ALLOWED S-1 / S-2 @ 300 SF 20

PLUMBING FIXTURES:

S-1 / S-2 OCCUPANCY 1
PROVIDED AT BUILDING 1

FIRE SEPARATION

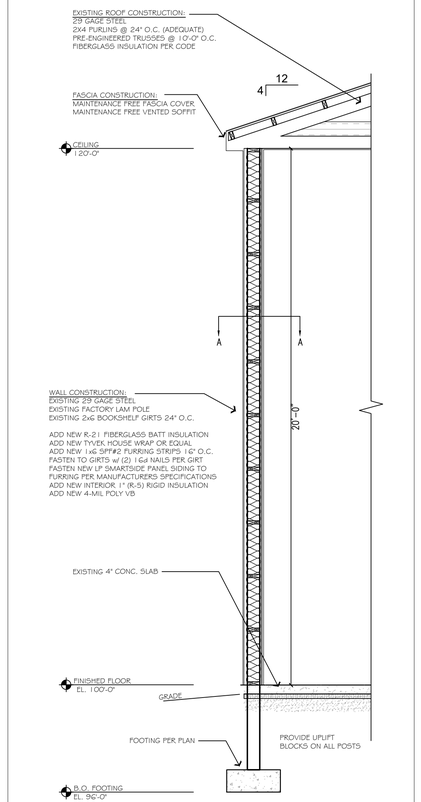
NONE REQUIRED

EXIT REQUIREMENTS

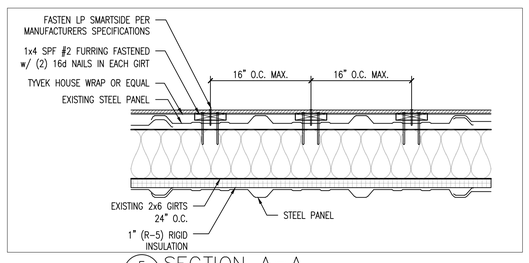
S-1 / S-2 OCCUPANCY 1
2 EXIT PROVIDED AT EAT AREA

PARKING REQUIREMENTS

EXISTING
SEE SITE PLAN A-0.0



4 EXTERIOR WALL SECTION
A-1.1 3/8"=1'-0"



5 SECTION A-A
A-1.1 1-1/2"=1'-0"

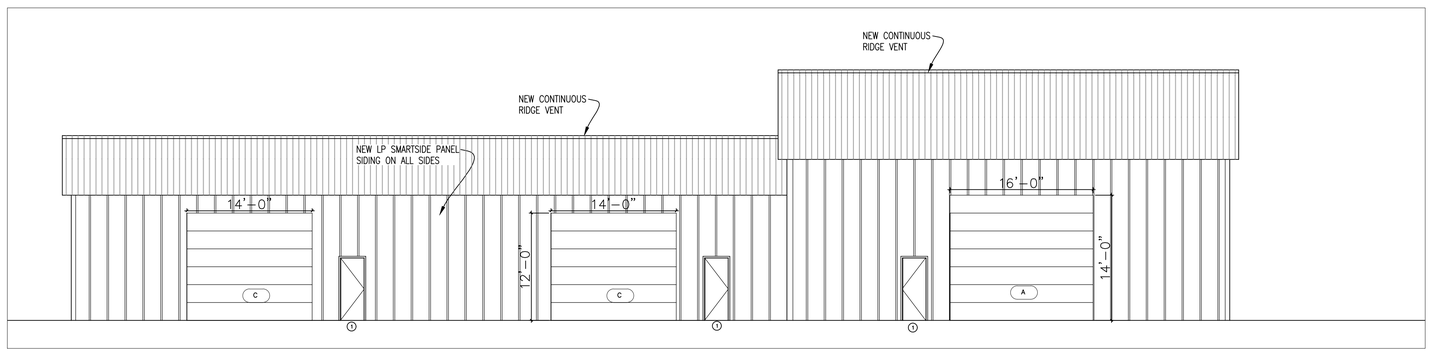
MNBC 311.2 Moderate-hazard storage, Group S-1.
Storage Group S-1 occupancies are buildings occupied for storage uses that are not classified as Group S-2, including, but not limited to, storage of the following:

- Aerosol products, Levels 2 and 3
- Aircraft hangar (storage and repair)
- Bags: cloth, burlap and paper
- Bamboos and rattan
- Baskets
- Belting: canvas and leather
- Books and paper in rolls or packs
- Boots and shoes
- Buttons, including cloth covered, pearl or bone
- Cardboard and cardboard boxes
- Clothing, woolen wearing apparel
- Cordage
- Dry boat storage (indoor)
- Furniture
- Furs
- Glues, mucilage, pastes and size
- Grains
- Horns and combs, other than celluloid
- Leather
- Linoleum
- Lumber
- Motor vehicle repair garages complying with the maximum allowable quantities of hazardous materials listed in Table 307.1(1) (see Section 406.8) *
- Photo engravings
- Resilient flooring
- Self-service storage facility (mini-storage)
- Silks
- Soaps
- Sugar
- Tires, bulk storage of
- Tobacco, cigars, cigarettes and snuff
- Upholstery and mattresses
- Wax candles

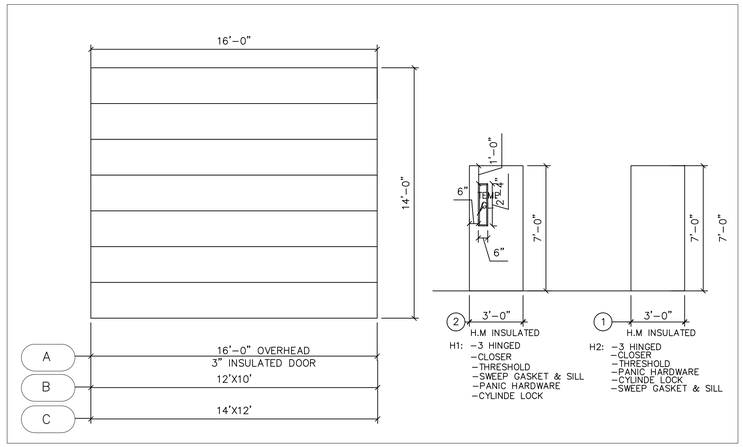
* ADDITIONAL CHANGES TO THE BUILDING ARE REQUIRED FOR AUTOMOTIVE USES.

MNBC 311.3 Low-hazard storage, Group S-2.
Storage Group S-2 occupancies include, among others, buildings used for the storage of noncombustible materials such as products on wood pallets or in paper cartons with or without single thickness divisions; or in paper wrappings. Such products are permitted to have a negligible amount of plastic trim, such as knobs, handles or film wrapping. Group S-2 storage uses shall include, but not be limited to, storage of the following:

- Asbestos
- Beverages up to and including 16-percent alcohol in metal, glass or ceramic containers
- Cement in bags
- Chalk and crayons
- Dairy products in nonwaxed coated paper containers
- Dry cell batteries
- Electrical coils
- Electrical motors
- Empty cans
- Food products
- Foods in noncombustible containers
- Fresh fruits and vegetables in nonplastic trays or containers
- Frozen foods
- Glass
- Glass bottles, empty or filled with noncombustible liquids
- Gypsum board
- Inert pigments
- Ivory
- Meats
- Metal cabinets
- Metal desks with plastic tops and trim
- Metal parts
- Metals
- Mirrors
- Oil-filled and other types of distribution transformers
- Parking garages, open or enclosed
- Porcelain and pottery
- Stoves
- Talc and soapstones
- Washers and dryers



2 ELEVATION
A-1.1 1/8"=1'-0"



3 DOORS DETAILS
A-1.1 1/4"=1'-0"

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certification

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REVISION 2	8/25/2025
REVISION 3	12/11/2025

project title

Title
Title
14310 SUNFISH LAKE BLVD.
RAMSEY MN,55303

FLOOR PLAN BUILDINGS 2

A-1.1

Building Official * Fire Marshal * Professional Engineer
Douglas K Whitney PE
612-598-4993 DWhit10351@aol.com

Project Description: 2025-6A Warehouse Remodel Bldg. 1 Date: Tuesday, January 6, 2026
Project Location: 14310 Sunfish Lake Blvd, Ramsey, MN 55303
Construction by: CLARK COMPANIES
Architect: EL-NAGDY ARCHITECTS Engineer: Becklin & Whitney
Code Study by: dkw

APPLICABLE BUILDING CODES:

- 2020 Minnesota Building Code
- 2024 Minnesota Commercial Energy Code
- 2020 Minnesota Accessibility Code
- 2020 Minnesota Mechanical and Fuel Gas Code
- 2020 Minnesota Plumbing Code
- 2020 Minnesota Fire Code
- Minnesota Electrical Code 2023 NEC
- 2020 Minnesota Building Code Administration
- 2020 Minnesota Provisions to the State Building Code
- **2020 Minnesota Conservation Code for Existing Buildings**

Minnesota State Building Code Jurisdiction has adopted the building code: yes
Jurisdiction using optional building codes: Chapter 1306, Special Fire Protection Systems
Sub Part 2: No, 1306 sub part 3: No.
This chapter authorizes optional provisions for the installation of on-premises fire suppression systems that may be adopted by a municipality in addition to the State Building Code
Accessibility enforced: local

This code study is based on the 2018 International Building Code by ICC using Plan Analyst. www.plananalyst.com

BASIC BUILDING DESCRIPTION:

Type of Construction = IIB
Building does not have an automatic sprinkler system
Allowable area and height based on different uses not being separated by fire barriers. Most restrictive height and area used. (508.3.2)

Unprotected Steel Frame They often have exposed member so there is no fire resistance.

Building and Fire Code issues considered:

1. Occupancy types: S-1
2. Construction type: II-B.
3. Fire separation: None.
4. Automatic sprinkler system: None
5. Common path of egress travel: 75 feet.

6. Maximum exit access travel distance: 75 feet.
7. Number of exits required: 1 minimum each bay
8. Exit signs: None required
9. Emergency lighting: None required
10. A fire alarm system: None required
11. Smoke / CO alarms: None required
12. Fire extinguishers: provide one at each exit door.
13. Door swing: Out
14. Panic hardware: None required.
15. Minimum number of plumbing fixtures: 1 unisex.

This code study is based on the 2018 International Building Code by ICC using Plan Analyst. www.plananalyst.com

ADDRESS IDENTIFICATION:
Buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Characters shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches high and not less than 0.5 inch wide. They shall be installed on a contrasting background. When required by the fire official, address numbers shall be provided in additional approved locations. When access is by a private road and the building address cannot be view from the public way, a monument, pole or other approved sign shall be used to identify the structure. (502.1)

SITE DESCRIPTION: (506.3.2 and 202 FIRE SEPARATION DISTANCE)

The north side has a public way. Distance to public way = 52.0 ,width = 60.0
Length of perimeter facing the public way = 95.0 This side can be accessed from a street or approved fire lane.
The east side has an imaginary line between two buildings.(705.3) Distance to building = 20.0 ,the imaginary line = 10.0
Length of perimeter facing other building = 152.0 This side can be accessed from a street or approved fire lane.
The south side has a lot line. Distance to lot line = 42.0
Length of perimeter facing lot line = 95.0 This side can be accessed from a street or approved fire lane.
The west side has a public way. Distance to public way = 100.0 ,width = 60.0
Length of perimeter facing the public way = 152.0 This side is not accessible from a street or approved fire lane.
Perimeter of the entire building = 494.0 feet.
Perimeter which fronts a public way or accessible open space = 342.0 feet.
Weighted average of the width of public way or accessible open space = 16.7 feet. (506.3.2)
Allowable area increased 24.57% due to frontage. (506.3)

HEIGHT OF BUILDING:
Actual height of building = 20.00 ft Allowed building height = 65.00 ft The height is within the allowed height. (504.1 and Table 504.3)

BUILDING INTERIOR:
ALLOWABLE AREA AND HEIGHT:

FL	NAME	OCC	MAX FLR	AREA	ALLOWED	RATIO	STATUS
F1	Warehouse	S1	2	14440	21800.21	0.66	OK
TOTAL FOR FLOOR				14440	21800.21	0.66	OK
BUILDING TOTAL				14440	21800.21	0.66	OK

Notes:
Allowable area is based on Table 506.2 and Section 506.
Allowable number of stories is based on Table 504.4 and Section 504
Allowed area increased 24.6% for frontage increase. (506.3)
NOTE: Storage areas were set to the major use occupancy group because these areas are accessory to the major use of the building. (311.1.1)

EXIT REQUIREMENTS:

FL	NAME OF AREA	NUMB OF OCC	MIN NUMB EXIT	MIN EXIT WDTH	PANIC HDWR	DOOR SWNG	CORRIDOR FIRE RATING	MAX TRVL DIST	NOTES
F1	Warehouse	29	1	5.8	no	any	N/A	200	
	TOTAL 1st FLOOR	29	2	5.8	no	any	N/A	200	5

FOOTNOTES:
5. Number of exits from this floor is based on Section 1006.3.2

NOTES FOR EXIT TABLE:
Door swing is based on Section 1010.1.2
Occupant load is based on Section 1004 and Table 1004.5
Exit width is in inches and based on Sections 1005.3.1 and 1005.3.2
For the minimum width of stairways, see Section 1011.2.
Exits shall be continuous from the point of entry into the exit to the exit discharge. (1003.6)

DOOR SWING EXCECPTIONS:
Exception 5: Revolving doors complying with Section 1010.1.4.1
Exception 6: Horizontal sliding doors complying with Section 1010.1.4.3
Exception 7: Power-operated doors complying with Section 1010.1.4.2

EXIT WIDTH NOTES:
Exit width is in inches and based on Section 1005.2
Width shown for all areas is based on other egress components. (1005.3.2)
Width shown for 1st floor is based on other egress components. (1005.3.2)
Width shown for other floors & basements is based on stairways. (1005.3.1)
For the minimum width of doors, see Section 1010.1.1.

EGRESS CONTINUITY:
The path of egress travel along a means of egress shall not be interrupted by any building element other than a means of egress component. (1003.6)

EXIT SEPARATION:
In areas where 2 exits are required, the minimum separation is 1/2 of the maximum diagonal of the area or floor measured in a straight line between exits or exit access doorways. (1007.1.1)
Exception 1: Where interior exit stairways are interconnected by a 1-hour corridor, the separation shall be measured along the shortest direct travel within the corridor.
Multiple means of egress shall be sized such that the loss of any one means of egress shall not reduce the available capacity by more than 50 percent. (1005.5)

MEANS OF EGRESS ILLUMINATION:
1. The means of egress serving a room or space shall be illuminated at all times that the space or room is occupied. (1008.2)
2. The means of egress illumination shall not be less than 1 foot-candle at the walking surface level. (1008.2.1)
3. Illumination shall be provided along the path of travel for the exit discharge for each exit to the public way. (1008.2.3)
See exceptions
See section 1008.3 for emergency power requirements.

ADDITIONAL DOORS:
Where additional doors are provided for egress purposes, they shall conform to the requirements in Section 1010. (1010.1)

LANDINGS AT DOORS:
1. There shall be a floor or landing on each side of a door. (1010.1.5)
2. Such floor or landing shall be at the same elevation on each side of the door. (1010.1.5)
3. The floor or landing shall not be more than 1/2 inch lower than the threshold. (1010.1.7)
4. Landings shall have a width not less than the width of the stairway or width of the doorway, whichever is the greater.
Where a landing serves an occupant load of 50 or more, doors in any position shall not reduce the landing dimension to less than one half of the required width. The minimum length in the direction of exit travel is 44 inches. (1010.1.6)
5. The space between two doors in series shall be 48 inches plus the width of door swinging into the space. (1010.1.8)

BOLT LOCKS:
Manually operated flush bolts and surface bolts are not permitted. (1010.1.9.5)
Exception 3: Where a pair of doors serves an occupant load of less than 50, manually operated edge- or surface-mounted bolts are permitted on the inactive leaf. The inactive leaf shall contain no doorknobs, panic bars or similar operating hardware.
Exception 2: Where a pair of doors serves a storage or equipment room, manually operated edge- or surface-mounted bolts are permitted on the inactive leaf.

The unlatching of any door or leaf shall not require more than one operation. (1010.1.9.6)
Exception 2: Where manually operated bolt locks are permitted.
Exception 3: Doors with automatic flush bolts as permitted.

LOCKS AND LATCHES:
Egress doors shall be readily openable from the egress side without the use of a key or any special knowledge or effort. (1010.1.9)
Locks and latches shall be permitted to prevent operation where any of the following exists: (1010.1.9.4)
2. The main door or doors in Group B, F, M and S areas are permitted to be equipped with key operating locking devices from the egress side provided:
2.1 The locking device is readily distinguishable as locked.
2.2 A readily visible durable sign is posted on the egress
side stating: THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED
3. Where egress doors are used in pairs, automatic flush bolts shall be permitted to be used, provided the door leaf having the automatic flush bolts has no doorknob or surface-mounted hardware.
5. Fire doors after the minimum elevated temperature has disabled the unlatching mechanism.

BUILDING ACCESSIBILITY:

Accessible entrances and accessibility within the building shall comply with Sections 1104 and 1105.
On floors where drinking fountains are provided, accessible drinking fountains shall be provided. No fewer than 2 drinking fountains shall be provided. One shall comply with the requirements for people in a
wheelchair and one for standing persons. (1109.5.1)

MINIMUM NUMBER OF PLUMBING FIXTURES: (2902.1)

FL	NAME OF AREA	NUMBER OCC	WATER CLOSETS MALE	WATER CLOSETS FEMALE	LAVATORIES MALE	LAVATORIES FEMALE	DRINKING FOUNTAINS
F1	Warehouse	29	1	1	1	1	1
TOTAL for 1st FLOOR		29	1	1	1	1	1

NOTES ON THE TOTAL NUMBER OF PLUMBING FIXTURES:
The number of fixtures for a floor may not match total number of fixtures per area.
1. Fixtures for accessory areas are not included in the floor total.
2. The number of fixtures for each area are rounded up to the next whole number. Floor totals are not rounded up until the floor total is obtained.
If the fixtures only serve an area, use number shown for each area.
If the fixtures serve an entire floor, use number shown for totals.

[P] 2902.1 Minimum number of fixtures.
Plumbing fixtures shall be provided for the type of occupancy and in the minimum number shown in Table 2902.1. Types of occupancies not shown in Table 2902.1 shall be considered individually by the building official. The number of occupants shall be

determined by this code. Occupancy classification shall be determined in accordance with Chapter 3.
Exception: When approved by the building official, buildings or structures that are normally unoccupied, such as picnic shelters, amphitheaters, small transit stop stations, cold-storage buildings, utility sheds, warming houses, kiosks, concession stands and similar structures, need not be provided with restroom facilities

[P] 2902.1.2 Single-user toilet facility and bathing room fixtures.
The plumbing fixtures located in single-user toilet facilities and bathing rooms, including family or assisted-use toilet and bathing rooms that are required by Section 1109.2, shall contribute toward the total number of required plumbing fixtures for a building or tenant space. Single-user toilet facilities and bathing rooms, and family or assisted-use toilet rooms and bathing rooms shall be identified for use by either sex.

[P] 2902.2 Separate facilities.
Where plumbing fixtures are required, separate facilities shall be provided for each sex.

Exceptions:

1. 1.Separate facilities shall not be required for *dwelling units* and *sleeping units*.
2. 2.Separate facilities shall not be required in structures or tenant spaces with a total *occupant load*, including both employees and customers, of 25 or less.
3. 3.Separate facilities shall not be required in mercantile occupancies in which the maximum occupant load is 100 or less.

FIRE-RESISTANCE REQUIREMENTS:

FIRE-RESISTANCE RATING FOR EXTERIOR WALLS:

North Side:
Group S1 - Bearing walls = 1-hr Nonbearing walls = 0-hr rating on the inside. (705.5, Tables 601 & 602)
Parapet or roof/ceiling protection required (705.11, Exception 4)
Fire protection is not required at the bottom flange of lintels, shelf angles and plates, spanning not more than 6 feet 4 inches if they are part of the structural frame and regardless of the span if they are not part of the structural frame. (704.11)
Projections extending beyond the exterior wall cannot extend closer to than 20 feet to the fire separation distance line. (Table 705.2)
No limit on unprotected openings. There is no limit on protected openings. (Table 705.8)
If there are projections beyond the exterior wall, they shall be of noncombustible materials. (705.2.1) See Section 705.2.3.1 for balconies.

East Side:
Group S1 - Bearing walls = 1-hr Nonbearing walls = 1-hr rating on both sides. (705.5, Tables 601 & 602)
Parapet or roof/ceiling protection required (705.11, Exception 4)

Fire protection is not required at the bottom flange of lintels, shelf angles and plates, spanning not more than 6 feet 4 inches if they are part of the structural frame and regardless of the span if they are not part of the structural frame. (704.11)
Projections extending beyond the exterior wall can extend 24 inches plus 8 inches for every foot of FSD beyond 3 feet or fraction thereof. (Table 705.2)
Maximum unprotected openings = 15% of wall area. Maximum protected openings = 45% of wall area. (Table 705.8)
If there are projections beyond the exterior wall, they shall be of noncombustible materials. (705.2.1) See Section 705.2.3.1 for balconies.

South Side:
Group S1 - Bearing walls = 1-hr Nonbearing walls = 0-hr rating on the inside. (705.5, Tables 601 & 602)
Parapet or roof/ceiling protection required (705.11, Exception 4)
Fire protection is not required at the bottom flange of lintels, shelf angles and plates, spanning not more than 6 feet 4 inches if they are part of the structural frame and regardless of the span if they are not part of the structural frame. (704.11)
Projections extending beyond the exterior wall cannot extend closer to than 20 feet to the fire separation distance line. (Table 705.2)
No limit on unprotected openings. There is no limit on protected openings. (Table 705.8)
If there are projections beyond the exterior wall, they shall be of noncombustible materials. (705.2.1) See Section 705.2.3.1 for balconies.

West Side:
Group S1 - Bearing walls = 1-hr Nonbearing walls = 0-hr rating on the inside. (705.5, Tables 601 & 602)
Parapet or roof/ceiling protection required (705.11, Exception 4)
Fire protection is not required at the bottom flange of lintels, shelf angles and plates, spanning not more than 6 feet 4 inches if they are part of the structural frame and regardless of the span if they are not part of the structural frame. (704.11)
Projections extending beyond the exterior wall cannot extend closer to than 20 feet to the fire separation distance line. (Table 705.2)
No limit on unprotected openings. There is no limit on protected openings. (Table 705.8)
If there are projections beyond the exterior wall, they shall be of noncombustible materials. (705.2.1) See Section 705.2.3.1 for balconies.

Parapet walls must extend 30 inches above the roofing.
The parapet wall is required to have the same fire rating as the wall and shall have noncombustible faces for the uppermost 18 inches. (705.11)
If roof/ceiling protection is used instead of a parapet wall:
4.1 Where roof/ceiling framing are parallel to the wall, framing and support shall be not less than 1-hour fire-resistive for a minimum width of 10 feet from the inside of the exterior wall.
4.2 Where roof/ceiling framing are not parallel to the wall, the entire span of framing and support shall be not less than 1-hour fire-resistive.
4.3 Openings in the roof shall not be located within 10 feet of the exterior wall.
4.4 The entire building shall be provided with not less than a Class B roof covering.

FIRE-RESISTANCE RATING REQUIREMENTS:(Table 601 except as noted)
Exterior walls . Minimum fire resistance rating = FIRE-RESISTANCE RATING FOR EXTERIOR WALLS above
Primary structural frame must be noncombustible. Minimum fire resistance rating = 1 hour
Interior bearing wall must be noncombustible. Minimum fire resistance rating = 1 hour
Interior nonbearing wall must be noncombustible. Minimum fire resistance rating = 0 hr.
Fire-retardant treated wood shall be permitted in: (603.1)
1.1 Nonbearing partitions where the required fire-resistance rating is two hours or less.
1.2 Nonbearing exterior walls where no fire rating is required.
1.3 Roof construction, including girders, trusses, framing and decking.
Partitions dividing portions of stores, offices or similar places occupied by one tenant only and do not establish a corridor or serve an occupant load of 30 or more may be:
1. constructed of fire retardant treated wood
2. one hour fire resistive construction
3. wood panels or similar up to six feet in height. (603.1, 11)
Floor/ceiling assembly must be noncombustible. Minimum fire resistance rating = 1 hour
Roof/ceiling assembly must be noncombustible. Minimum fire resistance rating = 1 hour
Heavy timber shall be permitted where a 1 hour or less fire rating is required. (Table 601, c)
Fire-retardant-treated wood shall be allowed in buildings including girders and trusses as part of the roof construction. (Table 601, b.)
Stairs must be noncombustible. Minimum fire resistance rating = 0 hour

Where columns are required to be fire-resistance rated, the entire column shall be provided individual encasement protection on all sides for the full length. (704.2)
MARKING AND IDENTIFICATION:
Fire walls, fire barriers, fire partitions, smoke barriers and smoke partitions or any other wall required to have protected openings or penetrations shall be effectively and permanently identified. (703.7)
Identification shall be located in accessible concealed floor, floor-ceiling or attic spaces;
Be located within 15 feet of the end of each wall and at intervals not exceeding 30 feet; and
Suggested wording: 'FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS'

FIRE PARTITIONS:
The following wall assemblies shall comply. (708.1)
Fire partitions shall have a fire-resistance rating of not less than 1-hour. (708.3)
See exceptions.
Fire partitions shall extend from the top of the foundation or floor/ceiling assembly below to the underside of the floor or roof sheathing, slab or deck above or to the fire-resistive-rated floor/ceiling or roof/ceiling assembly above. (708.4)
See exceptions.
The supporting construction shall be protected to afford the required fire-resistance rating of the wall supported.
See exceptions.

A 1-hour fire-resistive rating is required for smoke barriers. (709.3)

Smoke barriers shall form an effective membrane continuous from outside wall to outside wall and from the top of the foundation or floor/ceiling assembly below to the underside of the floor or roof sheathing, deck or slab above, including continuity through concealed spaces. (710.4)
The supporting construction shall be protected to afford the required fire-resistance rating of the wall or floor supported.
See Section 710.5 for opening requirements.

PENETRATIONS OF FIRE RESISTIVE ASSEMBLIES:

WALLS ASSEMBLIES:
Penetrations of walls shall comply Section 714.3.1.1 or 714.3.1.2.
FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES:
Penetrations of floor/ceiling and roof/ceiling assemblies shall comply Section 714.4.1.1 or 714.4.1.2.
DUCTS AND AIR TRANSFER OPENINGS:
Where required. (717.5) , Fire walls (717.5.1), Fire barriers (717.5.2), Shaft enclosures (717.5.3), Fire partitions (717.5.4) and Smoke barriers (717.5.5)

REQUIRED SEPARATION OF OCCUPANCIES: (508.4.4 & Table 508.4)

Uses are not separated by fire barriers. The construction of the building is based on the most restrictive use. (508.3.3)

SEPARATION OF INCIDENTAL USE AREAS: (Table 509)
Furnace rooms where any piece of equipment is over 400,000 BTU per hour input = 1 hour
Rooms with any boiler over 15 psi and 10 horsepower = 1 hour
Refrigerant machinery rooms = 1 hour
Hydrogen cut-off rooms not classified as Group H = 1 hour
Incinerator rooms = 2 hours and an automatic sprinkler system is required
Stationary storage battery systems having an energy capacity greater than the threshold quantity specified in Table 1206.2 of the IFC. = 1 hour

SMOKE AND HEAT REMOVAL:

Areas containing high piled combustible storage require smoke and heat removal when required by Table 3206.2 of the IFC. Design to comply with Section 910.3.

ROOFING REQUIREMENTS:

1. The roofing on this building is required to be Class B or better. (Table 1505.1)

ROOF DRAINAGE:
Where the exterior wall construction extends above the roof in such a manner that water will be entrapped if the primary drains allow build up for any reason, secondary (emergency overflow) roof drains or scuppers shall be provided. (1502.2)
1. Secondary drains or scuppers shall be located and sized to prevent the weight ponding water from exceeding the design load of the roof.
2. See section 1611.1 for design load requirements.
3. Scuppers shall not have an opening dimension of less than 4 inches. (1502.3
4. See sections 1106 and 1108 of the Plumbing code for design requirements.

AUTOMATIC SPRINKLER SYSTEMS:

If openings are not provided in each 50 feet on at least one exterior wall or there is floor area more than 75 feet from an exterior opening, an automatic sprinkler system is required. Openings shall have a minimum dimension of 30 inches. There must be at least 20 sq. ft. of opening in every 50 lineal feet of wall or fraction thereof. The height of the bottom of the opening shall not exceed 44 inches measured from the floor. (903.2.11.1)

An automatic sprinkler system is required where a fire area containing Group S-1 exceeds 12,000 square feet (903.2.9 #1, #1) or the combined fire area on all floors exceeds 24,000 square feet. (903.2.9 #1, #3)
Note: The size of the fire area may be reduced using fire barriers. See section 707.3.10 for requirements.
The fire-resistive rating for the fire barrier assembly is 3 hours. (Table 707.3.10)
An automatic sprinkler system shall be provided when the area exceeds 2,500 square feet and is used for the storage of upholstered furniture or mattresses. (903.2.9 #5)
Note: The size of the fire area may be reduced using fire barriers. See section 707.3.10 for requirements.
The fire-resistive rating for the fire barrier assembly is 3 hours. (Table 707.3.10)

[F] 903.2.10 Group S-2 enclosed parking garages.
An *automatic sprinkler system* shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.6 where either of the following conditions exists:

1. 1.Where the *fire area* of the enclosed parking garage exceeds 12,000 square feet (1115 m^2).
2. 2.Where the enclosed parking garage is located beneath other groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

[F] 903.2.10.1 Commercial parking garages.
An *automatic sprinkler system* shall be provided throughout buildings used for storage of commercial motor vehicles where the *fire area* exceeds 5,000 square feet (464 m^2).

Note Limitations

903.2.9.3 Group S-1 upholstered furniture and mattresses.

An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the storage of upholstered furniture or mattresses that exceeds 2,500 square feet (232 m^2).
Exception: Self-service storage facilities (mini-storage) no greater than one story above grade plane where all storage spaces can be accessed directly from the exterior.

FIRE PUMPS:
When provided, fire pumps shall be located in rooms that are separated from all other areas by 2-hour fire barrier construction. (913.2.1)

PORTABLE FIRE EXTINGUISHERS:
Portable fire extinguishers are required. (906.1)
See Section 906.1 and Table 906.1 for location requirements.
See Section 906.3 for size and distribution requirements.

STANDPIPE AND HOSE SYSTEMS:
A standpipe system is not required. (905)

SMOKE AND HEAT REMOVAL:
Areas containing high piled combustible storage require smoke and heat removal when required by Table 3206.2 of the IFC. Design to comply with Section 910.3.

ACCESSIBLE FACILITIES:
Accessible water fountains shall comply with ICC/ANSI A117.1, see Section 602.
Toilet facilities shall comply with ICC/ANSI A117.1, see Sections 603 through 609.

ADDITIONAL TOILET REQUIREMENTS:
Customers, patrons and visitors shall be provided with public toilet facilities in spaces intended for public utilization. (2902.3)
The route to the public facilities shall not pass through kitchens, storage rooms or closets. (2902.3.1)
The path of travel to facilities shall not exceed a distance of 500 feet. (2902.3.2)
Directional signage indicating route to public facilities shall be posted. Such signage shall be located in a corridor or aisle at the entrance to the facilities. (2902.4.1)
Where a toilet is provided for use of multiple occupants, the egress door for the room shall not be lockable from the inside. (2902.3.5)
Where a building or tenant space requires a separate toilet facility for each sex and each toilet facility is required to have only one water closet,
two family/assisted-use toilet facilities shall be permitted to serve as required separate facilities. Toilet facilities shall not be required to
be identified for exclusive use by either sex. (2902.2.1)

LIGHT AND VENTILATION:
1. Every space intended for human occupancy shall be provided with natural light by means of exterior glazed openings or shall be provided with artificial light. (1204.1)
2. Buildings shall be provided with natural ventilation or mechanical ventilation per the International Mechanical Code. (1202.1)
3. Rooms containing bathtubs, showers, spas and similar bathing fixtures shall be mechanically ventilated. (1202.5.2.1)

GLAZING REQUIREMENTS:
All glazing in hazardous locations is required to be of safety glazing material. (2406.1)

See Section 2406.4 for locations.

WALL AND CEILING FINISHES:

1. Wall and ceiling finish materials are required to comply with Sec. 803.13 and Table 803.13.
2. Textile wall and ceiling coverings shall have Class A flame spread index and shall be protected by automatic sprinklers or meet the criteria in Section 803.5, 803.6.
3. Expanded vinyl wall coverings shall comply with the requirements for textile wall and ceiling materials. (803.7)
4. Toilet room floors shall have a smooth, hard nonabsorbent surface that extends upward onto the walls at least 4 inches. (1209.2.1
5. Walls within 2 feet of urinals and water closets shall have a smooth, hard nonabsorbent surface, to a height of 4 feet above the floor. (1209.2.2)

CEILING HEIGHTS:

Occupiable spaces, habitable spaces and corridors shall have a ceiling height of not less than 7 feet 6 inches. Bathrooms, toilet rooms, kitchens, storage rooms and laundry rooms shall be permitted to have a ceiling height of not less than 7 feet. (1207.2)

INSULATION NOTES:

1. Insulating materials shall have a flame-spread rating of no more than 25 and a smoke developed index of not more than 450. (720.2) 'concealed installation' and Sec. 720.3 'exposed installation'

Foam plastic insulations are required to be protected. (2603)

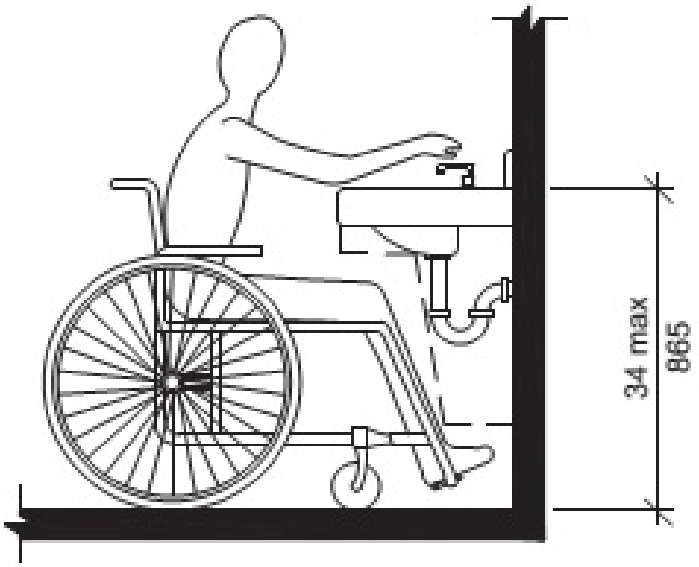
305.7Alterations affecting an area containing a primary function.

Where an *alteration* affects the accessibility to or contains an area of *primary function*, the route to the *primary function* area shall be *accessible*. The accessible route to the *primary function* area shall include toilet facilities, parking facilities, and drinking fountains serving the area of *primary function*.

Exceptions:

1. The costs of providing the *accessible* route are not required to exceed 20 percent of the costs of the *alterations* affecting the area of *primary function*.
2. This provision does not apply to *alterations* limited solely to windows, hardware, operating controls, electrical outlets, and signs.
3. This provision does not apply to *alterations* limited solely to mechanical systems, electrical systems, installation or *alteration* of fire protection systems, and abatement of hazardous materials.
4. This provision does not apply to *alterations* undertaken for the primary purpose of increasing the accessibility of a *facility*.
5. This provision does not apply to altered areas limited to Type B dwelling and sleeping units.

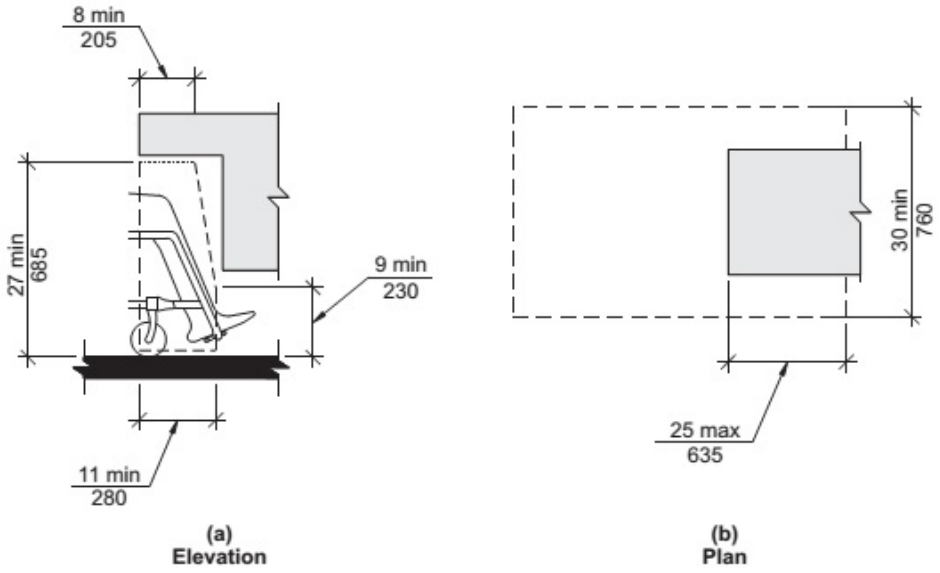
6.6. This provision does not apply to alterations undertaken by a tenant where the accessible route, toilet facilities, parking facilities, telephones, and drinking fountains are outside the tenant space



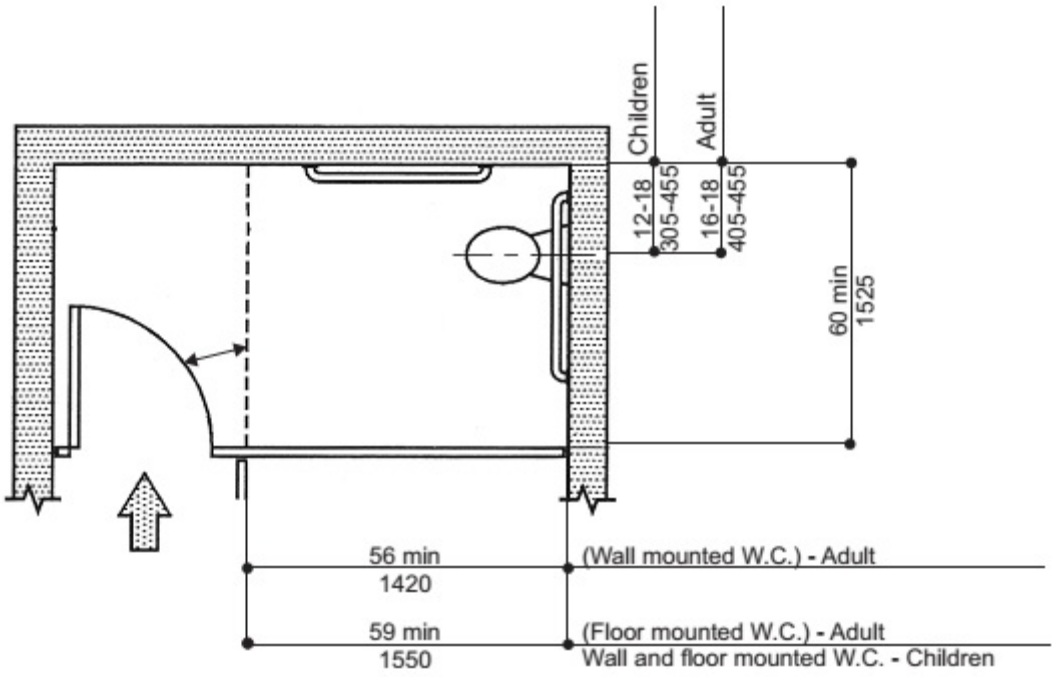
HEIGHT OF LAVATORIES AND SINKS

TABLE 603.6 MAXIMUM REACH DEPTHS AND HEIGHT

Maximum Reach Depth	0.5 inch (13 mm)	2 inches (51 mm)	5 inches (125 mm)	6 inches (150 mm)	9 inches (230 mm)	11 inches (280 mm)
Maximum Reach Height	48 inches (1220 mm)	46 inches (1170 mm)	42 inches (1065 mm)	40 inches (1015 mm)	36 inches (915 mm)	34 inches (865 mm)



CLEARANCES OF LAVATORIES AND SINKS



CLEARANCE FOR WATER CLOSET

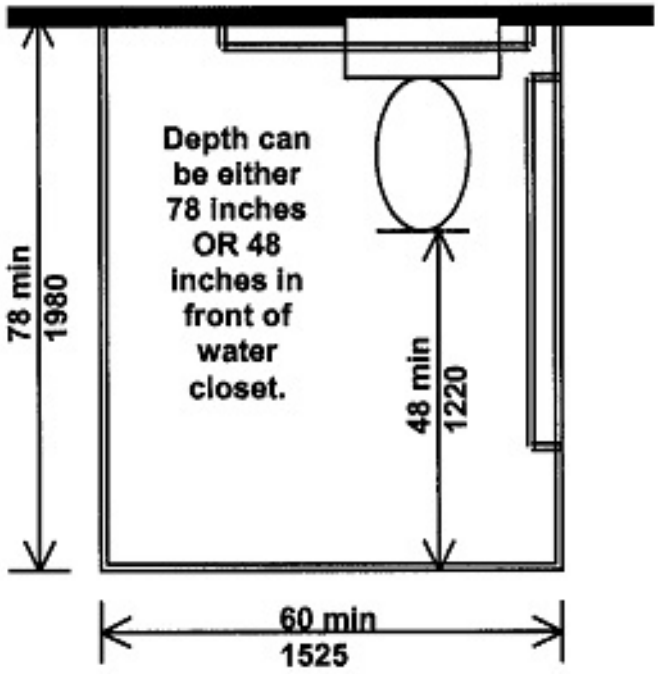
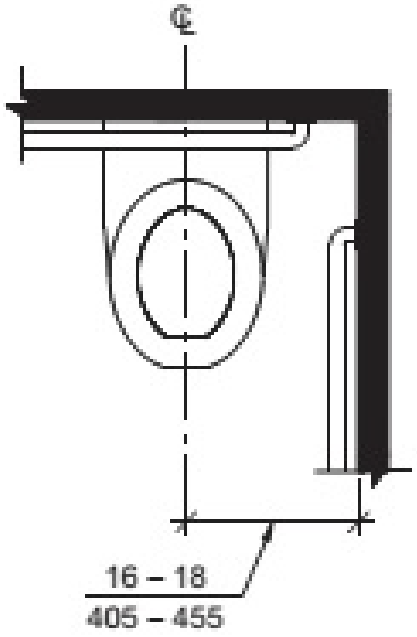
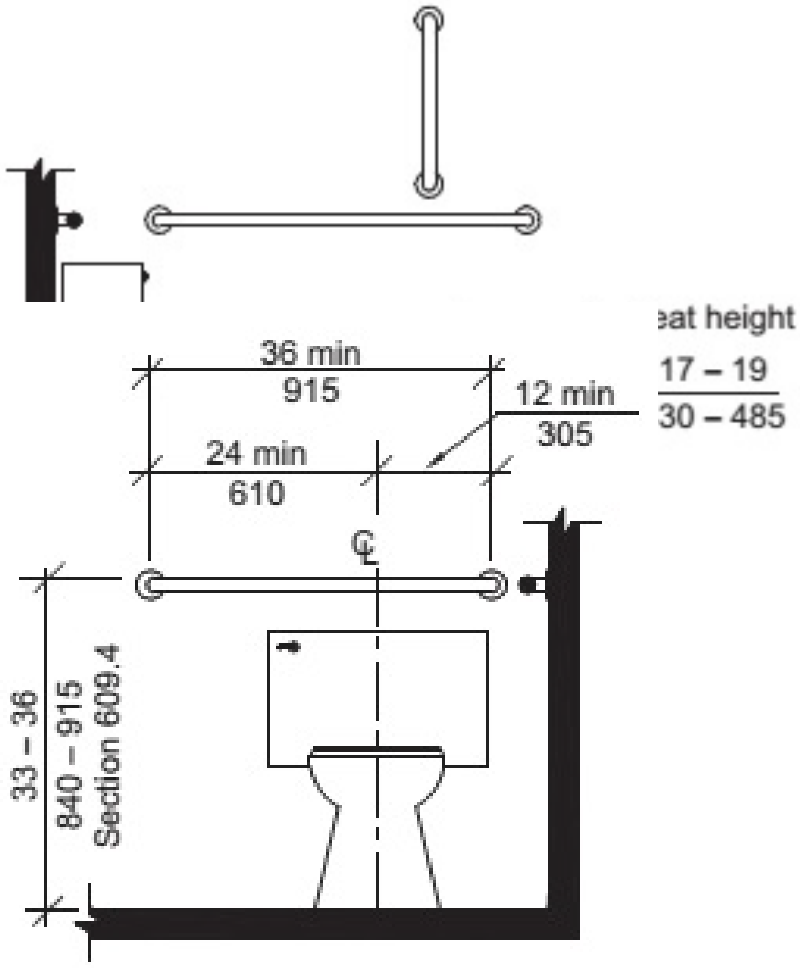
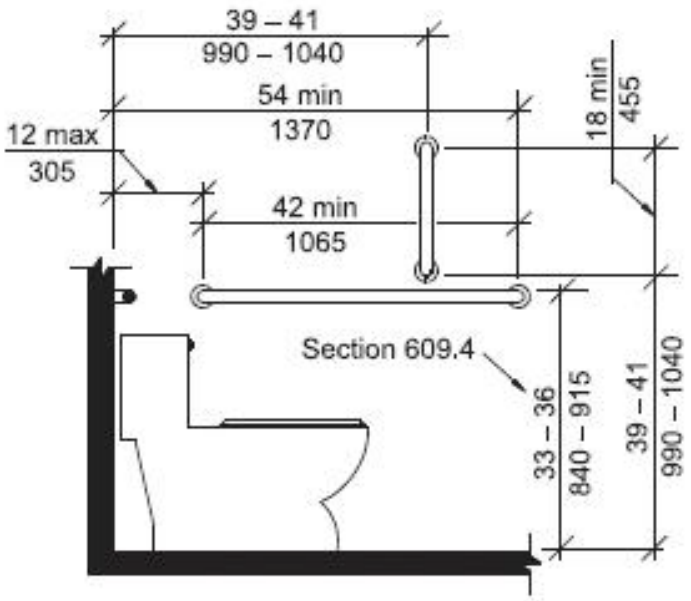


FIGURE 604.3 SIZE OF CLEARANCE FOR WATER CLOSET

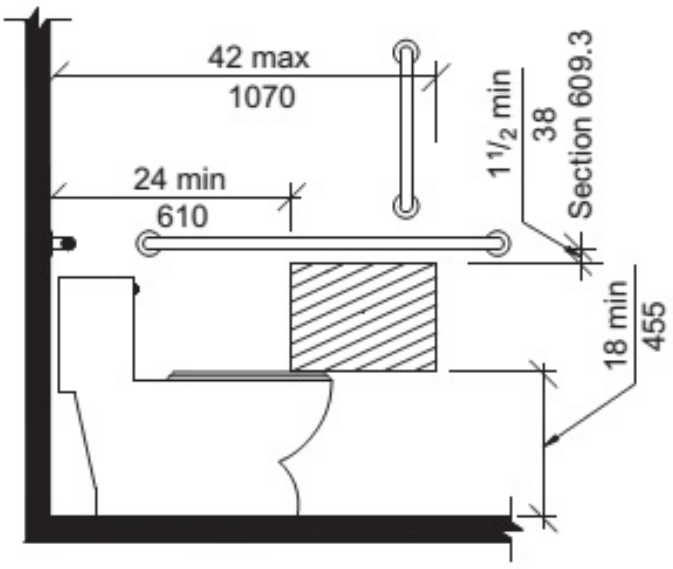


(a) Acessible Water Closets

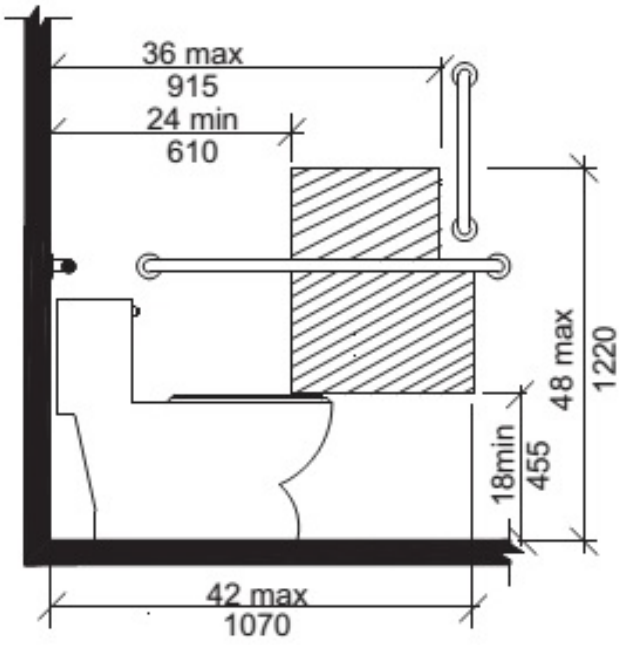

eat height
17 – 19
30 – 485
36 min
915
12 min
305
24 min
610
℄
33 – 36
840 – 915
Section 609.4



GRAB BARS FOR WATER CLOSET

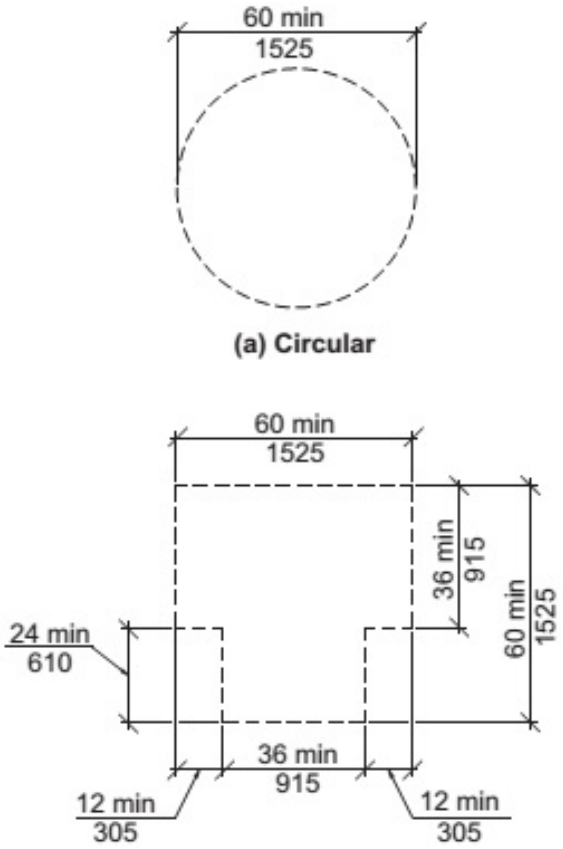


(a) Protruding Dispenser Below Grab Bar



(c) Recessed Dispenser

DISPENSER OUTLET LOCATIONS



NOTE: Doors shall not swing into the clear floor space or clearance for any fixture MN Accessibility Code 603.2.21. You will need to verify that the doors for the water closet compartments will not swing into the clear floor space of the lavatories

SIZE OF TURNING SPACE

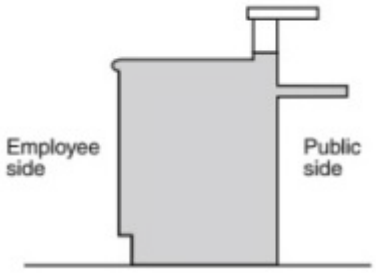


FIGURE 904.3(A)
SALES AND SERVICE COUNTERS
CROSS SECTION

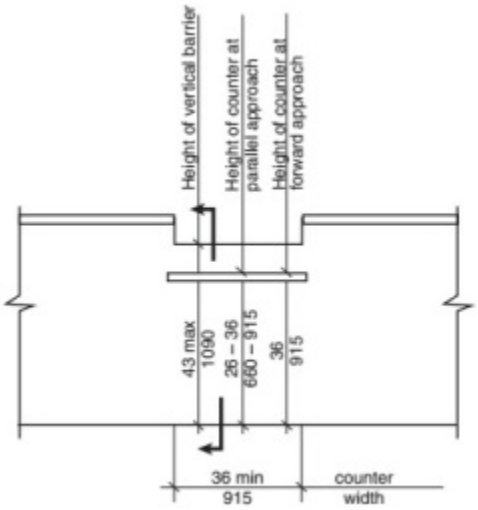


FIGURE 904.3(B)
SALES AND SERVICE COUNTERS—ELEVATION

904.1General.

Accessible sales and service counters and windows shall comply with Section 904 as applicable.

Exception: Drive-up only sales or service counters and windows are not required to comply with Section 904.

904.2Approach.

All portions of counters required to be accessible shall be located where transactions or services are customarily provided and be adjacent to a walking surface complying with Section 403.

904.3Sales and service counters and windows.

Sales and service counters and windows shall comply with Section 904.3.1 and either Section 904.3.2 or 904.3.3. Where counters are provided, the accessible portion of the countertop shall extend the same depth as the public portion of the sales and service countertop provided for standing customers.

Exception: In alterations, when the provision of a counter complying with this section would result in a reduction of the number of existing counters at work stations or a reduction of the number of existing mail boxes, the counter shall be permitted to have a portion which is 24 inches (610 mm) minimum in length complying with Section 904.3.2, provided that the required clear floor space is centered on the accessible length of the counter.

904.3.1Vertical barriers.

At service windows or service counters, any vertical barrier between service personnel and customers shall be at a height of 43 inches (1090 mm) maximum above the floor.

Exception: Transparent security glazing shall be permitted above the 43 inches (1090 mm) maximum height.

904.3.2Parallel approach.

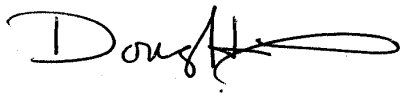
A portion of the public use side of the counter surface 36 inches (915 mm) minimum in length and 26 inches (660 mm) minimum to 36 inches (915 mm) maximum in height above the floor shall be provided. A clear floor space positioned for a parallel approach adjacent to the accessible counter shall be provided. The space between the accessible counter surface and any projecting objects above the accessible counter shall be 12 inches (305 mm) minimum.

Exception: Where the counter surface is less than 36 inches (915 mm) in length, the entire counter surface shall be 26 inches (660 mm) minimum to 36 inches (915 mm) maximum in height above the floor.

904.3.3Forward approach.

A portion of the public use side of the counter surface 30 inches (760 mm) minimum in length and 36 inches (915 mm) maximum in height above the floor shall be provided. A clear floor space positioned for a forward approach to the accessible counter shall be provided. Knee and toe clearance complying with Section 306 shall be provided under the accessible counter. The space between the accessible counter surface and any projecting objects above the accessible counter shall be 12 inches (305 mm) minimum.

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.



DOUGLAS K. WHITNEY, P. E.
DATE: JUNE 9, 2025 REG. NO. 15910
MINNESOTA BUILDING OFFICIAL NO. 1029

Building Official * Fire Marshal * Professional Engineer
Douglas K Whitney PE
612-598-4993 DWhit10351@aol.com

Project Description: 2025-6A Warehouse Remodel Bldg. 2 Date: Tuesday, January 6, 2026
Project Location: 14310 Sunfish Lake Blvd, Ramsey, MN 55303
Construction by: CLARK COMPANIES
Architect: EL-NAGDY ARCHITECTS Engineer: Becklin & Whitney
Code Study by: dkw

APPLICABLE BUILDING CODES:

- 2020 Minnesota Building Code
- 2024 Minnesota Commercial Energy Code
- 2020 Minnesota Accessibility Code
- 2020 Minnesota Mechanical and Fuel Gas Code
- 2020 Minnesota Plumbing Code
- 2020 Minnesota Fire Code
- Minnesota Electrical Code 2023 NEC
- 2020 Minnesota Building Code Administration
- 2020 Minnesota Provisions to the State Building Code
- **2020 Minnesota Conservation Code for Existing Buildings**

Minnesota State Building Code Jurisdiction has adopted the building code: yes
Jurisdiction using optional building codes: Chapter 1306, Special Fire Protection Systems
Sub Part 2: No, 1306 sub part 3: No.
This chapter authorizes optional provisions for the installation of on-premises fire suppression systems that may be adopted by a municipality in addition to the State Building Code
Accessibility enforced: local

This code study is based on the 2018 International Building Code by ICC using Plan Analyst. www.plananalyst.com

BASIC BUILDING DESCRIPTION:

Type of Construction = VB
Building does not have an automatic sprinkler system
Allowable area and height based on different uses not being separated by fire barriers. Most restrictive height and area used. (508.3.2)

Unprotected Wood Frame They often have exposed wood so there is no fire resistance.

Building and Fire Code issues considered:

1. Occupancy types: S-1
2. Construction type: V-B.
3. Fire separation: None.
4. Automatic sprinkler system: None
5. Common path of egress travel: 75 feet.

6. Maximum exit access travel distance: 75 feet.
7. Number of exits required: 1 minimum each bay
8. Exit signs: None required
9. Emergency lighting: None required
10. A fire alarm system: None required
11. Smoke / CO alarms: None required
12. Fire extinguishers: provide one at each exit door.
13. Door swing: Out
14. Panic hardware: None required.
15. Minimum number of plumbing fixtures: 1 unisex.

This code study is based on the 2018 International Building Code by ICC using Plan Analyst. www.plananalyst.com

ADDRESS IDENTIFICATION:
Buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Characters shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches high and not less than 0.5 inch wide. They shall be installed on a contrasting background. When required by the fire official, address numbers shall be provided in additional approved locations. When access is by a private road and the building address cannot be view from the public way, a monument, pole or other approved sign shall be used to identify the structure. (502.1)

SITE DESCRIPTION: (506.3.2 and 202 FIRE SEPARATION DISTANCE)

The north side has a public way. Distance to public way = 52.0 ,width = 60.0
Length of perimeter facing the public way = 130.0 This side can be accessed from a street or approved fire lane.
The east side has a lot line. Distance to lot line = 60.0
Length of perimeter facing lot line = 60.0 This side can be accessed from a street or approved fire lane.
The south side has a lot line. Distance to lot line = 42.0
Length of perimeter facing lot line = 130.0 This side can be accessed from a street or approved fire lane.
The west side has an imaginary line between two buildings.(705.3) Distance to building = 20.0 ,the imaginary line = 10.0
Length of perimeter facing other building = 60.0 This side is not accessible from a street or approved fire lane.
Perimeter of the entire building = 380.0 feet.
Perimeter which fronts a public way or accessible open space = 320.0 feet.
Weighted average of the width of public way or accessible open space = 30.0 feet. (506.3.2)
Allowable area increased 59.21% due to frontage. (506.3)

HEIGHT OF BUILDING:
Actual height of building = 20.00 ft Allowed building height = 65.00 ft The height is within the allowed height. (504.1 and Table 504.3)

BUILDING INTERIOR:
ALLOWABLE AREA AND HEIGHT:

FL	NAME	OCC	MAX FLR	AREA	ALLOWED	RATIO	STATUS
F1	Warehouse	S1	1	6200	14328.95	0.43	OK
TOTAL FOR FLOOR				6200	14328.95	0.43	OK
BUILDING TOTAL				6200	14328.95	0.43	OK

Notes:
Allowable area is based on Table 506.2 and Section 506.
Allowable number of stories is based on Table 504.4 and Section 504
Allowed area increased 59.2% for frontage increase. (506.3)
NOTE: Storage areas were set to the major use occupancy group because these areas are accessory to the major use of the building. (311.1.1)

EXIT REQUIREMENTS:

FL	NAME OF AREA	NUMB OF OCC	MIN NUMB EXIT	MIN EXIT WDTH	PANIC HDWR	DOOR SWNG	CORRIDOR FIRE RATING	MAX TRVL DIST	NOTES
F1	Warehouse	12	1	2.5	no	any	N/A	200	
	TOTAL 1st FLOOR	12	2	2.5	no	any	N/A	200	5

FOOTNOTES:
5. Number of exits from this floor is based on Section 1006.3.2

NOTES FOR EXIT TABLE:
Door swing is based on Section 1010.1.2
Occupant load is based on Section 1004 and Table 1004.5
Exit width is in inches and based on Sections 1005.3.1 and 1005.3.2
For the minimum width of stairways, see Section 1011.2.
Exits shall be continuous from the point of entry into the exit to the exit discharge. (1003.6)

DOOR SWING EXCECPTIONS:
Exception 5: Revolving doors complying with Section 1010.1.4.1
Exception 6: Horizontal sliding doors complying with Section 1010.1.4.3
Exception 7: Power-operated doors complying with Section 1010.1.4.2

EXIT WIDTH NOTES:
Exit width is in inches and based on Section 1005.2
Width shown for all areas is based on other egress components. (1005.3.2)
Width shown for 1st floor is based on other egress components. (1005.3.2)
Width shown for other floors & basements is based on stairways. (1005.3.1)
For the minimum width of doors, see Section 1010.1.1.

EGRESS CONTINUITY:
The path of egress travel along a means of egress shall not be interrupted by any building element other than a means of egress component. (1003.6)

EXIT SEPARATION:
In areas where 2 exits are required, the minimum separation is 1/2 of the maximum diagonal of the area or floor measured in a straight line between exits or exit access doorways. (1007.1.1)
Exception 1: Where interior exit stairways are interconnected by a 1-hour corridor, the separation shall be measured along the shortest direct travel within the corridor.
Multiple means of egress shall be sized such that the loss of any one means of egress shall not reduce the available capacity by more than 50 percent. (1005.5)

MEANS OF EGRESS ILLUMINATION:
1. The means of egress serving a room or space shall be illuminated at all times that the space or room is occupied. (1008.2)
2. The means of egress illumination shall not be less than 1 foot-candle at the walking surface level. (1008.2.1)
3. Illumination shall be provided along the path of travel for the exit discharge for each exit to the public way. (1008.2.3)
See exceptions
See section 1008.3 for emergency power requirements.

ADDITIONAL DOORS:
Where additional doors are provided for egress purposes, they shall conform to the requirements in Section 1010. (1010.1)

LANDINGS AT DOORS:
1. There shall be a floor or landing on each side of a door. (1010.1.5)
2. Such floor or landing shall be at the same elevation on each side of the door. (1010.1.5)
3. The floor or landing shall not be more than 1/2 inch lower than the threshold. (1010.1.7)
4. Landings shall have a width not less than the width of the stairway or width of the doorway, whichever is the greater.
Where a landing serves an occupant load of 50 or more, doors in any position shall not reduce the landing dimension to less than one half of the required width. The minimum length in the direction of exit travel is 44 inches. (1010.1.6)
5. The space between two doors in series shall be 48 inches plus the width of door swinging into the space. (1010.1.8)

BOLT LOCKS:
Manually operated flush bolts and surface bolts are not permitted. (1010.1.9.5)
Exception 3: Where a pair of doors serves an occupant load of less than 50, manually operated edge- or surface-mounted bolts are permitted on the inactive leaf. The inactive leaf shall contain no doorknobs, panic bars or similar operating hardware.
Exception 2: Where a pair of doors serves a storage or equipment room, manually operated edge- or surface-mounted bolts are permitted on the inactive leaf.

The unlatching of any door or leaf shall not require more than one operation. (1010.1.9.6)
Exception 2: Where manually operated bolt locks are permitted.
Exception 3: Doors with automatic flush bolts as permitted.

LOCKS AND LATCHES:
Egress doors shall be readily openable from the egress side without the use of a key or any special knowledge or effort. (1010.1.9)
Locks and latches shall be permitted to prevent operation where any of the following exists: (1010.1.9.4)
2. The main door or doors in Group B, F, M and S areas are permitted to be equipped with key operating locking devices from the egress side provided:
2.1 The locking device is readily distinguishable as locked.
2.2 A readily visible durable sign is posted on the egress
side stating: THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED
3. Where egress doors are used in pairs, automatic flush bolts shall be permitted to be used, provided the door leaf having the automatic flush bolts has no doorknob or surface-mounted hardware.
5. Fire doors after the minimum elevated temperature has disabled the unlatching mechanism.

BUILDING ACCESSIBILITY:
Accessible entrances and accessibility within the building shall comply with Sections 1104 and 1105.
On floors where drinking fountains are provided, accessible drinking fountains shall be provided. No fewer than 2 drinking fountains shall be provided. One shall comply with the requirements for people in a
wheelchair and one for standing persons. (1109.5.1)

MINIMUM NUMBER OF PLUMBING FIXTURES: (2902.1)

FL	NAME OF AREA	OCC	MALE	FEMALE	MALE	FEMALE	FOUNTAINS
F1	Warehouse	12	1	1	1	1	1
TOTAL for 1st FLOOR		12	1	1	1	1	1

NOTES ON THE TOTAL NUMBER OF PLUMBING FIXTURES:
The number of fixtures for a floor may not match total number of fixtures per area.
1. Fixtures for accessory areas are not included in the floor total.
2. The number of fixtures for each area are rounded up to the next whole number. Floor totals are not rounded up until the floor total is obtained.
If the fixtures only serve an area, use number shown for each area.
If the fixtures serve an entire floor, use number shown for totals.

[P] 2902.1 Minimum number of fixtures.
Plumbing fixtures shall be provided for the type of occupancy and in the minimum number shown in Table 2902.1. Types of occupancies not shown in Table 2902.1 shall be considered individually by the building official. The number of occupants shall be

determined by this code. Occupancy classification shall be determined in accordance with Chapter 3.
Exception: When approved by the building official, buildings or structures that are normally unoccupied, such as picnic shelters, amphitheaters, small transit stop stations, cold-storage buildings, utility sheds, warming houses, kiosks, concession stands and similar structures, need not be provided with restroom facilities

[P] 2902.1.2 Single-user toilet facility and bathing room fixtures.
The plumbing fixtures located in single-user toilet facilities and bathing rooms, including family or assisted-use toilet and bathing rooms that are required by Section 1109.2, shall contribute toward the total number of required plumbing fixtures for a building or tenant space. Single-user toilet facilities and bathing rooms, and family or assisted-use toilet rooms and bathing rooms shall be identified for use by either sex.

[P] 2902.2 Separate facilities.
Where plumbing fixtures are required, separate facilities shall be provided for each sex.

Exceptions:

1. 1.Separate facilities shall not be required for *dwelling units* and *sleeping units*.
2. 2.Separate facilities shall not be required in structures or tenant spaces with a total *occupant load*, including both employees and customers, of 25 or less.
3. 3.Separate facilities shall not be required in mercantile occupancies in which the maximum occupant load is 100 or less.

Provided in Building 1

FIRE-RESISTANCE REQUIREMENTS:

FIRE-RESISTANCE RATING FOR EXTERIOR WALLS:

North Side:
Group S1 - Bearing walls = 1-hr Nonbearing walls = 0-hr rating on the inside. (705.5, Tables 601 & 602)
Parapet or roof/ceiling protection required (705.11, Exception 4)
Fire protection is not required at the bottom flange of lintels, shelf angles and plates, spanning not more than 6 feet 4 inches if they are part of the structural frame and regardless of the span if they are not part of the structural frame. (704.11)
Projections extending beyond the exterior wall cannot extend closer to than 20 feet to the fire separation distance line. (Table 705.2)
No limit on unprotected openings. There is no limit on protected openings. (Table 705.8)
If there are projections beyond the exterior wall, they shall be of noncombustible materials. (705.2.1) See Section 705.2.3.1 for balconies.

East Side:
Group S1 - Bearing walls = 1-hr Nonbearing walls = 1-hr rating on both sides. (705.5, Tables 601 & 602)

Parapet or roof/ceiling protection required (705.11, Exception 4)
Fire protection is not required at the bottom flange of lintels, shelf angles and plates, spanning not more than 6 feet 4 inches if they are part of the structural frame and regardless of the span if they are not part of the structural frame. (704.11)
Projections extending beyond the exterior wall can extend 24 inches plus 8 inches for every foot of FSD beyond 3 feet or fraction thereof. (Table 705.2)
Maximum unprotected openings = 15% of wall area. Maximum protected openings = 45% of wall area. (Table 705.8)
If there are projections beyond the exterior wall, they shall be of noncombustible materials. (705.2.1) See Section 705.2.3.1 for balconies.

South Side:
Group S1 - Bearing walls = 1-hr Nonbearing walls = 0-hr rating on the inside. (705.5, Tables 601 & 602)
Parapet or roof/ceiling protection required (705.11, Exception 4)
Fire protection is not required at the bottom flange of lintels, shelf angles and plates, spanning not more than 6 feet 4 inches if they are part of the structural frame and regardless of the span if they are not part of the structural frame. (704.11)
Projections extending beyond the exterior wall cannot extend closer to than 20 feet to the fire separation distance line. (Table 705.2)
No limit on unprotected openings. There is no limit on protected openings. (Table 705.8)
If there are projections beyond the exterior wall, they shall be of noncombustible materials. (705.2.1) See Section 705.2.3.1 for balconies.

West Side:
Group S1 - Bearing walls = 1-hr Nonbearing walls = 0-hr rating on the inside. (705.5, Tables 601 & 602)
Parapet or roof/ceiling protection required (705.11, Exception 4)
Fire protection is not required at the bottom flange of lintels, shelf angles and plates, spanning not more than 6 feet 4 inches if they are part of the structural frame and regardless of the span if they are not part of the structural frame. (704.11)
Projections extending beyond the exterior wall cannot extend closer to than 20 feet to the fire separation distance line. (Table 705.2)
No limit on unprotected openings. There is no limit on protected openings. (Table 705.8)
If there are projections beyond the exterior wall, they shall be of noncombustible materials. (705.2.1) See Section 705.2.3.1 for balconies.

Parapet walls must extend 30 inches above the roofing.
The parapet wall is required to have the same fire rating as the wall and shall have noncombustible faces for the uppermost 18 inches. (705.11)
If roof/ceiling protection is used instead of a parapet wall:
4.1 Where roof/ceiling framing are parallel to the wall, framing and support shall be not less than 1-hour fire-resistive for a minimum width of 10 feet from the inside of the exterior wall.
4.2 Where roof/ceiling framing are not parallel to the wall, the entire span of framing and support shall be not less than 1-hour fire-resistive.
4.3 Openings in the roof shall not be located within 10 feet of the exterior wall.

4.4 The entire building shall be provided with not less than a Class B roof covering.

FIRE-RESISTANCE RATING REQUIREMENTS:(Table 601 except as noted)
Exterior walls . Minimum fire resistance rating = FIRE-RESISTANCE RATING FOR EXTERIOR WALLS above
Primary structural frame must be noncombustible. Minimum fire resistance rating = 1 hour
Interior bearing wall must be noncombustible. Minimum fire resistance rating = 1 hour
Interior nonbearing wall must be noncombustible. Minimum fire resistance rating = 0 hr.
Fire-retardant treated wood shall be permitted in: (603.1)
1.1 Nonbearing partitions where the required fire-resistance rating is two hours or less.
1.2 Nonbearing exterior walls where no fire rating is required.
1.3 Roof construction, including girders, trusses, framing and decking.
Partitions dividing portions of stores, offices or similar places occupied by one tenant only and do not establish a corridor or serve an occupant load of 30 or more may be:
1. constructed of fire retardant treated wood
2. one hour fire resistive construction
3. wood panels or similar up to six feet in height. (603.1, 11)
Floor/ceiling assembly must be noncombustible. Minimum fire resistance rating = 1 hour
Roof/ceiling assembly must be noncombustible. Minimum fire resistance rating = 1 hour
Heavy timber shall be permitted where a 1 hour or less fire rating is required. (Table 601, c)
Fire-retardant-treated wood shall be allowed in buildings including girders and trusses as part of the roof construction. (Table 601, b.)
Stairs must be noncombustible. Minimum fire resistance rating = 0 hour

Where columns are required to be fire-resistance rated, the entire column shall be provided individual encasement protection on all sides for the full length. (704.2)

MARKING AND IDENTIFICATION:
Fire walls, fire barriers, fire partitions, smoke barriers and smoke partitions or any other wall required to have protected openings or penetrations shall be effectively and permanently identified. (703.7)
Identification shall be located in accessible concealed floor, floor-ceiling or attic spaces;
Be located within 15 feet of the end of each wall and at intervals not exceeding 30 feet; and
Suggested wording: 'FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS'

FIRE PARTITIONS:
The following wall assemblies shall comply. (708.1)
Fire partitions shall have a fire-resistance rating of not less than 1-hour. (708.3)
See exceptions.
Fire partitions shall extend from the top of the foundation or floor/ceiling assembly below to the underside of the floor or roof sheathing, slab or deck above or to the fire-resistive-rated floor/ceiling or roof/ceiling assembly above. (708.4)
See exceptions.
The supporting construction shall be protected to afford the required fire-resistance rating of the wall supported.
See exceptions.

A 1-hour fire-resistive rating is required for smoke barriers. (709.3)
Smoke barriers shall form an effective membrane continuous from outside wall to outside wall and from the top of the foundation or floor/ceiling assembly below to the underside of the floor or roof sheathing, deck or slab above, including continuity through concealed spaces. (710.4)
The supporting construction shall be protected to afford the required fire-resistance rating of the wall or floor supported.
See Section 710.5 for opening requirements.

PENETRATIONS OF FIRE RESISTIVE ASSEMBLIES:

WALLS ASSEMBLIES:
Penetrations of walls shall comply Section 714.3.1.1 or 714.3.1.2.
FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES:
Penetrations of floor/ceiling and roof/ceiling assemblies shall comply Section 714.4.1.1 or 714.4.1.2.
DUCTS AND AIR TRANSFER OPENINGS:
Where required. (717.5) , Fire walls (717.5.1), Fire barriers (717.5.2), Shaft enclosures (717.5.3), Fire partitions (717.5.4) and Smoke barriers (717.5.5)

REQUIRED SEPARATION OF OCCUPANCIES: (508.4.4 & Table 508.4)

Uses are not separated by fire barriers. The construction of the building is based on the most restrictive use. (508.3.3)

SEPARATION OF INCIDENTAL USE AREAS: (Table 509)
Furnace rooms where any piece of equipment is over 400,000 BTU per hour input = 1 hour
Rooms with any boiler over 15 psi and 10 horsepower = 1 hour
Refrigerant machinery rooms = 1 hour
Hydrogen cut-off rooms not classified as Group H = 1 hour
Incinerator rooms = 2 hours and an automatic sprinkler system is required
Stationary storage battery systems having an energy capacity greater than the threshold quantity specified in Table 1206.2 of the IFC. = 1 hour

SMOKE AND HEAT REMOVAL:

Areas containing high piled combustible storage require smoke and heat removal when required by Table 3206.2 of the IFC. Design to comply with Section 910.3.

ROOFING REQUIREMENTS:

1. The roofing on this building is required to be Class B or better. (Table 1505.1)

ROOF DRAINAGE:
Where the exterior wall construction extends above the roof in such a manner that water will be entrapped if the primary drains allow build up for any reason, secondary (emergency overflow) roof drains or scuppers shall be provided. (1502.2)
1. Secondary drains or scuppers shall be located and sized to prevent the weight ponding water from exceeding the design load of the roof.
2. See section 1611.1 for design load requirements.

3. Scuppers shall not have an opening dimension of less than 4 inches. (1502.3
4. See sections 1106 and 1108 of the Plumbing code for design requirements.

AUTOMATIC SPRINKLER SYSTEMS:

If openings are not provided in each 50 feet on at least one exterior wall or there is floor area more than 75 feet from an exterior opening, an automatic sprinkler system is required. Openings shall have a minimum dimension of 30 inches. There must be at least 20 sq. ft. of opening in every 50 lineal feet of wall or fraction thereof. The height of the bottom of the opening shall not exceed 44 inches measured from the floor. (903.2.11.1)

An automatic sprinkler system is required where a fire area containing Group S-1 exceeds 12,000 square feet (903.2.9 #1, #1) or the combined fire area on all floors exceeds 24,000 square feet. (903.2.9 #1, #3)
Note: The size of the fire area may be reduced using fire barriers. See section 707.3.10 for requirements.
The fire-resistive rating for the fire barrier assembly is 3 hours. (Table 707.3.10)
An automatic sprinkler system shall be provided when the area exceeds 2,500 square feet and is used for the storage of upholstered furniture or mattresses. (903.2.9 #5)
Note: The size of the fire area may be reduced using fire barriers. See section 707.3.10 for requirements.
The fire-resistive rating for the fire barrier assembly is 3 hours. (Table 707.3.10)

[F] 903.2.10 Group S-2 enclosed parking garages.
An *automatic sprinkler system* shall be provided throughout buildings classified as enclosed parking garages in accordance with Section 406.6 where either of the following conditions exists:

1. 1.Where the *fire area* of the enclosed parking garage exceeds 12,000 square feet (1115 m^2).
2. 2.Where the enclosed parking garage is located beneath other groups.

Exception: Enclosed parking garages located beneath Group R-3 occupancies.

[F] 903.2.10.1 Commercial parking garages.
An *automatic sprinkler system* shall be provided throughout buildings used for storage of commercial motor vehicles where the *fire area* exceeds 5,000 square feet (464 m^2).

Note Limitations

903.2.9.3 Group S-1 upholstered furniture and mattresses.

An automatic sprinkler system shall be provided throughout a Group S-1 fire area used for the storage of upholstered furniture or mattresses that exceeds 2,500 square feet (232 m^2).
Exception: Self-service storage facilities (mini-storage) no greater than one story above grade plane where all storage spaces can be accessed directly from the exterior.

FIRE PUMPS:

When provided, fire pumps shall be located in rooms that are separated from all other areas by 2-hour fire barrier construction. (913.2.1)

PORTABLE FIRE EXTINGUISHERS:

Portable fire extinguishers are required. (906.1)
See Section 906.1 and Table 906.1 for location requirements.
See Section 906.3 for size and distribution requirements.

STANDPIPE AND HOSE SYSTEMS:

A standpipe system is not required. (905)

SMOKE AND HEAT REMOVAL:

Areas containing high piled combustible storage require smoke and heat removal when required by Table 3206.2 of the IFC. Design to comply with Section 910.3.

ACCESSIBLE FACILITIES:

Accessible water fountains shall comply with ICC/ANSI A117.1, see Section 602.
Toilet facilities shall comply with ICC/ANSI A117.1, see Sections 603 through 609.

ADDITIONAL TOILET REQUIREMENTS:

Customers, patrons and visitors shall be provided with public toilet facilities in spaces intended for public utilization. (2902.3)
The route to the public facilities shall not pass through kitchens, storage rooms or closets. (2902.3.1)
The path of travel to facilities shall not exceed a distance of 500 feet. (2902.3.2)
Directional signage indicating route to public facilities shall be posted. Such signage shall be located in a corridor or aisle at the entrance to the facilities. (2902.4.1)
Where a toilet is provided for use of multiple occupants, the egress door for the room shall not be lockable from the inside. (2902.3.5)
Where a building or tenant space requires a separate toilet facility for each sex and each toilet facility is required to have only one water closet,
two family/assisted-use toilet facilities shall be permitted to serve as required separate facilities. Toilet facilities shall not be required to
be identified for exclusive use by either sex. (2902.2.1)

LIGHT AND VENTILATION:

1. Every space intended for human occupancy shall be provided with natural light by means of exterior glazed openings or shall be provided with artificial light. (1204.1)
2. Buildings shall be provided with natural ventilation or mechanical ventilation per the International Mechanical Code. (1202.1)

3. Rooms containing bathtubs, showers, spas and similar bathing fixtures shall be mechanically ventilated. (1202.5.2.1)

GLAZING REQUIREMENTS:

All glazing in hazardous locations is required to be of safety glazing material. (2406.1)
See Section 2406.4 for locations.

WALL AND CEILING FINISHES:

1. Wall and ceiling finish materials are required to comply with Sec. 803.13 and Table 803.13.
2. Textile wall and ceiling coverings shall have Class A flame spread index and shall be protected by automatic sprinklers or meet the criteria in Section 803.5, 803.6.
3. Expanded vinyl wall coverings shall comply with the requirements for textile wall and ceiling materials. (803.7)
4. Toilet room floors shall have a smooth, hard nonabsorbent surface that extends upward onto the walls at least 4 inches. (1209.2.1
5. Walls within 2 feet of urinals and water closets shall have a smooth, hard nonabsorbent surface, to a height of 4 feet above the floor. (1209.2.2)

CEILING HEIGHTS:

Occupiable spaces, habitable spaces and corridors shall have a ceiling height of not less than 7 feet 6 inches. Bathrooms, toilet rooms, kitchens, storage rooms and laundry rooms shall be permitted to have a ceiling height of not less than 7 feet. (1207.2)

INSULATION NOTES:

1. Insulating materials shall have a flame-spread rating of no more than 25 and a smoke developed index of not more than 450. (720.2) 'concealed installation' and Sec. 720.3 exposed installation.

Foam plastic insulations are required to be protected. (2603)

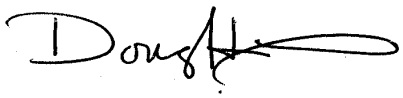
305.7Alterations affecting an area containing a primary function.

Where an *alteration* affects the accessibility to or contains an area of *primary function*, the route to the *primary function* area shall be *accessible*. The accessible route to the *primary function* area shall include toilet facilities, parking facilities, and drinking fountains serving the area of *primary function*.

Exceptions:

1.1. The costs of providing the *accessible* route are not required to exceed 20 percent of the costs of the *alterations* affecting the area of *primary function*.
2.2. This provision does not apply to *alterations* limited solely to windows, hardware, operating controls, electrical outlets, and signs.
3.3. This provision does not apply to *alterations* limited solely to mechanical systems, electrical systems, installation or *alteration* of fire protection systems, and abatement of hazardous materials.
4.4. This provision does not apply to *alterations* undertaken for the primary purpose of increasing the accessibility of a *facility*.
5.5. This provision does not apply to altered areas limited to Type B dwelling and sleeping units.
6.6. This provision does not apply to alterations undertaken by a tenant where the accessible route, toilet facilities, parking facilities, telephones, and drinking fountains are outside the tenant space

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.



DOUGLAS K. WHITNEY, P. E.
DATE: JUNE 9, 2025 REG. NO. 15910
MINNESOTA BUILDING OFFICIAL NO. 1029

From:	Adam Martin
To:	"josh clark"
Cc:	Todd Larson; Thomas Knight; Chris Weiss
Subject:	RE: Additional document for Sunfish CUP application:
Date:	Tuesday, January 6, 2026 10:27:00 AM
Attachments:	image006.png image007.png image008.png

Hi Josh,

Thank you for that clarification. For everyone's reference, I will save this email and upload it to ProjectDox for the project case.

Adam Martin | he/they
City Planner
763-433-9860 | Office
amartin@cityoframsey.com
www.cityoframsey.com
7550 Sunwood Dr. NW | Ramsey, MN 55303

From: josh clark <joshyc.37@hotmail.com>
Sent: Tuesday, January 6, 2026 10:03 AM
To: Adam Martin <amartin@ci.ramsey.mn.us>
Subject: Re: Additional document for Sunfish CUP application:

EXTERNAL EMAIL ALERT: This email originated from outside the City of Ramsey email system. Unless you recognize the sender and know the content, DO NOT click any links or open attachments..

These go with the updated plans that are attached to the CUP application.

This work will ONLY take place should we want to have auto repair tenants in the space if our CUP gets approved.

Thanks

Sent from my iPhone

> On Jan 6, 2026, at 9:56 AM, Adam Martin <amartin@ci.ramsey.mn.us> wrote:
>
> Hi Josh,
>
> Thank you for sending these to me. Just for clarification, are these intended to replace the existing code analyses for each building on the Sunfish Lake property? I want to ensure I am renaming each file accordingly, as this allows us to easily compare versions

of each document. I will also need to convert them to PDF for ProjectDox.

Thanks,

<image001.jpg>
<image002.png> **Adam Martin** | he/they
City Planner
<image003.png> 763-433-9860 | Office
amartin@cityoframsey.com
www.cityoframsey.com
<image004.png> 7550 Sunwood Dr. NW | Ramsey, MN 55303

From: josh clark <joshyc.37@hotmail.com>
Sent: Tuesday, January 6, 2026 9:37 AM
To: Adam Martin <amartin@ci.ramsey.mn.us>
Subject: Additional document for Sunfish CUP application:

EXTERNAL EMAIL ALERT: This email originated from outside the City of Ramsey email system. Unless you recognize the sender and know the content, DO NOT click any links or open attachments..

Please see attached...

Hello, I am seeking a CUP for my property to allow for automotive uses, specifically the auto repair use.

I am fine with there being stipulations, such as how many vehicles can be parked outside, limiting the vehicles parked outside to being un-damaged if there is not screening / coverage to hide them, requiring the businesses operating in the spaces to be either contractors working on their own vehicles or repair shops that pick up clients vehicles / have them dropped off due to there not being a waiting room within the spaces.

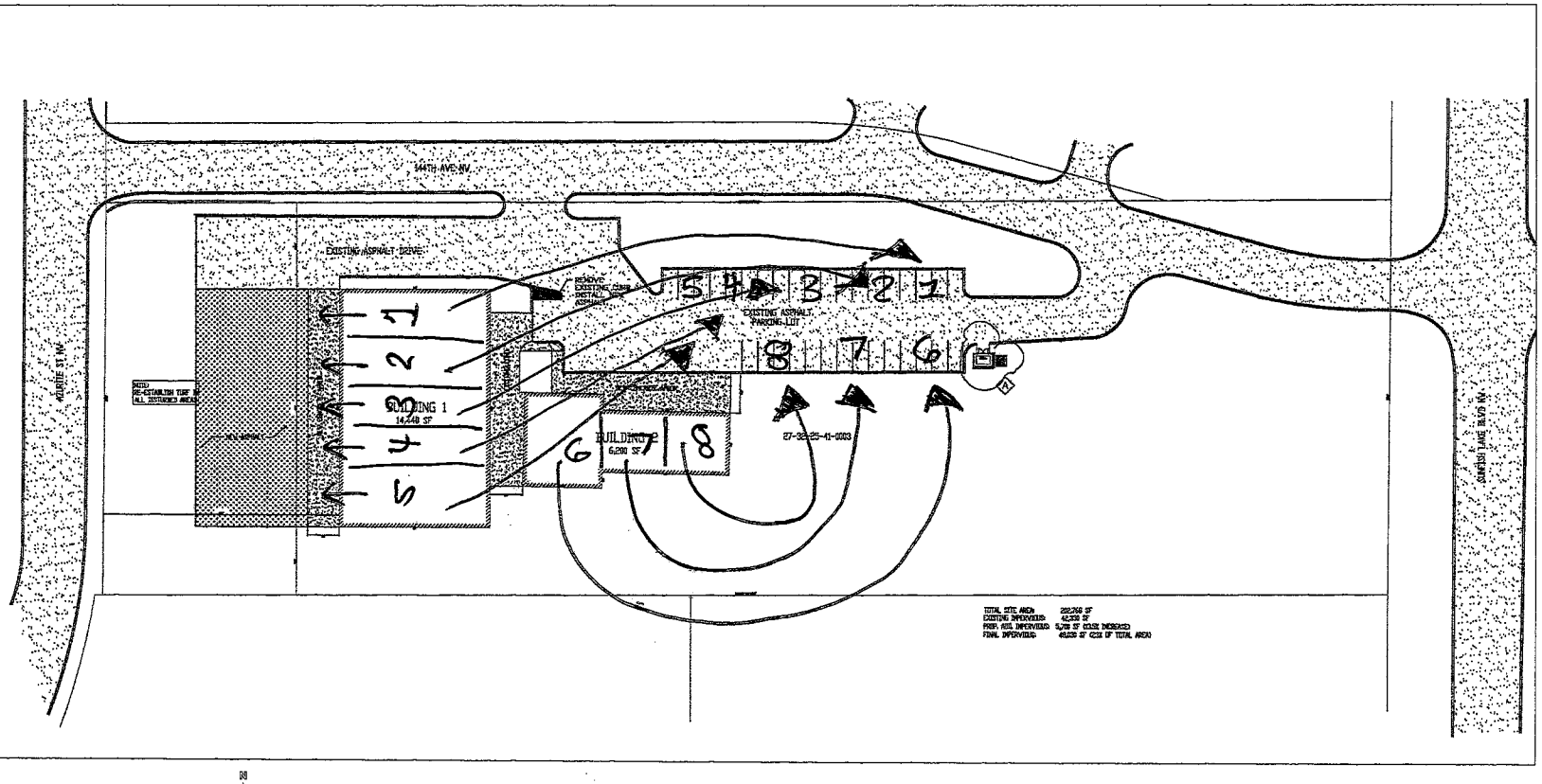
I would like to keep the appearance of the exterior of the property no different from if there were any other use taking place within the property.

In addition, in my lease that tenants sign it does actually detail parking limitations as well to avoid excess vehicles being at the property. I would also be willing to add additional limitations to the lease detailing the stipulations listed above.

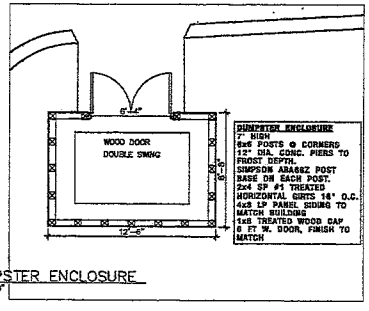
Sincerely,

Josh Clark

Parking



1 SITE PLAN (REFERENCE)
A-0.0 1/32"=1'-0"



2 DUMPSTER ENCLOSURE
A-0.0 1/4"=1'-0"

LEGEND

- EXISTING BITUMINOUS
- EXISTING CONCRETE
- PROPOSED BITUMINOUS
- PROPOSED CONCRETE

IMPERVIOUS SUMMARY

TOTAL SITE AREA: 202,765 SF
EXISTING IMPERVIOUS: 42,330 SF
PROP. ADD. IMPERVIOUS: 5,700 SF (13.5% INCREASE)
FINAL IMPERVIOUS: 48,030 SF (23% OF TOTAL AREA)

El-Nagdy Architects

consultants

certification

revisions

1	7/25/2025
REVISION 2	8/25/2025
REVISION 3	12/11/2025

project title

COMMERCIAL REMODEL
14310 SUNFISH LAKE BLVD.
RAMSEY MN,55303

SITE PLAN REFERENCE

A-0.0

CC Regular Session

Meeting Date: 02/10/2026

Primary Strategic Plan Initiative: Promote economic growth and development.

Title:

Adopt Resolution #26-025, Approving a Conditional Use Permit for Motor Vehicle Repair Uses at 14047 Azurite Street NW (Clark Companies)

Purpose/Background:

Josh Clark with Clark Companies (the "Applicant") has submitted a Land Use Application to allow for Motor Vehicle Repair uses within the existing buildings at 14047 Azurite Street NW (the "Subject Property"). The property, zoned I-1 Light Industrial, consists of three buildings (Building 1, measuring 4,960 square feet and Building 2, measuring 3,200 square feet connected by a firewall; and Building 3, measuring 7,800 square feet), 36 parking stalls, and two driveways onto Azurite Street NW. To accommodate the automotive repair use, the Permittee is requesting a Conditional Use Permit for Motor Vehicle Repair.

It should be noted that this request is speculative in nature, meaning that the Applicant does not have any definitive tenants looking to operate a motor vehicle repair business on the property at the time of writing this case. Rather, the Applicant is seeking approval of the Conditional Use Permit to market the eight leaseable suites to motor vehicle repair businesses, as well as other businesses that may work on their own vehicles or equipment as ancillary support of their non-auto-repair business.

Notification:

Staff attempted to notify property owners within 350 feet of the Subject Property, as reflected in the Anoka County Property Records, of the request and the Public Hearing held by the Planning Commission on January 22nd. A notice of the Public Hearing was published in the Anoka County Union Herald, the City's official newspaper. A proposed development sign was placed on the property along Azurite Street NW.

Time Frame/Observations/Alternatives:

Subject Property

The Subject Property, 14047 Azurite Street NW, is located in the southeastern part of Ramsey, bounded by Azurite Street to the west, and other industrial properties to the north, south, and east. The Subject Property is zoned I-1, Light Industrial District, and is guided for Business Park land uses in the City's 2040 Comprehensive Plan. Surrounding properties are also zoned Light Industrial and guided for Business Park land use. The Subject Property measured approximately 2.09 acres in area.

Site Plan

This request is unique in that the site improvements were made prior to the Conditional Use Permit request. The Site Plan includes an existing 4,960 square-foot building labeled as "Building 1", an existing 3,200 square-foot building labeled as "Building 2", an existing 7,800 square-foot building labeled as "Building 3", 36 parking stalls, and other site improvements. Two existing driveways connect the parking lot to Azurite Street NW.

Building Improvements

The Applicant has been making improvements to the existing buildings to accommodate new uses. The existing buildings were designed for warehousing, but the Applicant is seeking a variety of other types of businesses to lease spaces in the buildings. The Applicant has obtained building permits for general improvements to the buildings. Mr. Clark is aware that any motor vehicle repair use will require additional permits to meet State Building and Fire Codes. The Applicant has also provided written architectural code analyses for each building to explain what improvements will need to be made to accommodate motor vehicle repair uses, should they come

forward for a lease. Additionally, no new signage has been proposed on the submitted plans, but any proposed signage will be reviewed administratively in accordance with Chapter 108 of City Code.

Utilities

The buildings are not connected to municipal water and sewer, instead using well water and a septic system.

Conditional Use Permit Standards for Motor Vehicle Repair

As is common for most conditional uses in Ramsey, the requested conditional use has a set of specific performance standards that need to be met before that use can be approved. Those conditions are listed below, as stated in City Code Section 106-525 (in italics):

- *All repair operations must be conducted inside a building*. - The property owner is responsible for ensuring all spaces utilized by motor vehicle repair businesses are large enough to accommodate all repair operations.
- *All vehicles must be properly licensed*. - The property owner is responsible for ensuring compliance with this condition.
- *Parking of any vehicle is prohibited on an adjacent public roadway*. - While not explicitly stated in the Conditional Use Permit, the property owner is responsible for ensuring all vehicles are parked on-site and not parked on any adjacent street. If necessary, "No Parking" signs may need to be installed, with installation costs being the responsibility of the property owner. Additionally, Staff have added a condition stating that all parking standards in Section 106-560 of City Code must be met for all uses on the Subject Property, and that if the current 36 parking stalls are insufficient for meeting minimum parking requirements for all tenants, an amendment to this Conditional Use Permit shall be requested.
- *Visibly damaged vehicles parked outdoors must be screened.* - The Permittee has expressly stated that no visibly damaged vehicles will be parked outdoors. Even though the property includes a fence, if the Permittee requests to have any outdoor storage of visibly damaged vehicles, motor vehicle parts, or other items in the future, an amendment to this Conditional Use Permit shall be requested.
- *No vehicle dealer's license will be issued for the property*. - Vehicle dealer's license applications are reviewed by Planning Staff, as regulated by the Minnesota Department of Public Safety, to ensure that a given property is properly zoned for Motor Vehicle Sales. Since Motor Vehicle Sales are a conditional use in the I-1 zoning district, and the Permittee is not seeking a CUP to allow Motor Vehicle Sales, this use will not be allowed.

Staff have built upon the above criteria to add conditions that meet the spirit and intent of a speculative motor vehicle repair use, while at the same time protecting the health, safety, welfare, and general character of the surrounding neighborhood. These conditions have been reviewed by City Staff and the City Attorney.

Additional Considerations

As noted above, this Conditional Use Permit is not connected to a specific user or a specific suite. Rather, the Applicant is seeking approval for the Conditional Use Permit on the entire property to allow for increased flexibility for prospective tenants. This is a fairly uncommon approach, as Conditional Use Permits are typically sought by tenants and then designed to meet the specific needs of the tenants, the property, and the surrounding neighborhood. Staff have researched past cases and conferred with the Building Official and Fire Marshal to ensure this Conditional Use Permit is sufficient for meeting the Applicant's request while simultaneously protecting the City's interests.

Alternatives

Alternative 1: Approve the Conditional Use Permit, contingent upon satisfying the conditions listed in Resolution #26-025, as requested by the Applicant and recommended by the Planning Commission and staff.
Alternative 2: Approve the Conditional Use Permit with modifications, based on supporting findings of fact.
Alternative 3: Deny the Conditional Use Permit, based on supporting findings of fact.

Funding Source:

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

Recommendation:

At their regular meeting on January 22nd, the Planning Commission voted unanimously to recommend approval of the Conditional Use Permit, contingent upon satisfying the conditions listed in Resolution #26-025.

Outcome/Action:

Motion to adopt Resolution #26-025, Approving a Conditional Use Permit for Motor Vehicle Repair at 14047 Azurite Street NW, subject to the conditions specified within the Resolution.

Attachments

Resolution 26-025

Site and Architectural Plans

Architectural Code Analysis

Applicant's Narrative

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	02/05/2026 11:37 AM
Form Started By: Adam Martin		Started On: 01/27/2026 08:24 AM
Final Approval Date: 02/05/2026		

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

RESOLUTION #26-025

RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A MOTOR VEHICLE REPAIR USE AT 14047 AZURITE STREET NW

RECITALS

1. Mr. Josh Clark of Clark Companies, hereafter referred to as the "**Permittee**", has properly applied for a Conditional Use Permit per City Code Section 106-230 to construct and operate motor vehicle repair uses on the property addressed as 14047 Azurite Street NW and legally described as:

   The South 200 Feet of the North 250 Feet of the West 220 Feet of the East 880 Feet of Lot 1 Auditors Subdivision Number 30, Anoka County, Minnesota;
   and;
   The South 212.68 Feet of the North 462.68 Feet of the West 220 Feet of the East 880 Feet of Lot 1 Auditors Subdivision Number 30, Anoka County, Minnesota.

   (the "**Subject Property**"); and

2. The Subject Property is zoned I-1, Community Business District, and the total area of the Subject Property is approximately 2.09 acres; and

3. The parcels to the north, west, east, and south of the **Subject Property** are also zoned I-1, Light Industrial District; and

4. The **Subject Property** is guided as Business Park in the 2040 Comprehensive Plan; and

5. Motor Vehicle Repair is listed as a Conditional Use per City Code Section 106-521 (Principal Uses) within the I-1 Zoning District; and

6. The **Permittee** has submitted a Site Plan, architectural plans, and architectural code analyses, all designed and prepared by El-Nagdy Architects and dated December 11, 2025 (as shown in **Exhibit A**), depicting the location of an existing 4,960 square-foot building labeled as "Building 1," which contains Units 10 through 12 (inclusive), an existing 3,200 square-foot building labeled as "Building 2," which is connected to Building 1 by a shared firewall and contains Unit 20, an existing 7,800 square-foot building labeled as "Building 3," which contains Units 30 through 32 (inclusive), 36 parking stalls, and other site improvements; and

7. The **Permittee** has also submitted a written narrative to explain the requested motor vehicle repair use, which is speculative in nature and intended to allow for future tenants to lease and operate motor vehicle repair uses within any of the eight existing suites in the existing buildings; and

8. The **Permittee** will make improvements to the existing buildings to accommodate the change in occupancy from warehousing to motor vehicle repair, and will obtain all applicable building permits in accordance with State Law; and

9. That the Site Plan is in conformance with all applicable City Code regulations, including performance standards found in Section 106-515(10); and

10. That the Planning Commission reviewed the request at their meeting on January 22, 2026, and recommended _____; and

11. That the City Council reviewed the request at their meeting on February 10, 2026.

FINDINGS OF FACT

1. That the motor vehicle repair use will not be unduly dangerous or detrimental to persons residing or working in the vicinity of the use or to the public welfare; and

2. That the motor vehicle repair use will be designed and operate in such a way that it will not change the essential character of the area.

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

1. That the Ramsey City Council hereby grants approval of a Conditional Use Permit (the "**Permit**") for the construction and operation of motor vehicle repair uses on the Subject Property contingent upon the following conditions:

CONDITIONS

1. Final legal form approved by the City Attorney.

2. The building improvements will be constructed in accordance with the change in occupancy from the existing warehousing use, and any change in occupancy from the existing warehousing use will require building permits in accordance with State Law.

3. All repair operations must be conducted inside the existing buildings.

4. All vehicles must be properly licensed.

5. Loading, unloading, and transferring of product or materials to and from commercial vehicles must not occur on any adjacent public roadway.

6. The Permittee stated that any visibly damaged vehicles will be parked indoors. Should visibly damaged vehicles need to be parked outdoors, an amendment to this Conditional Use Permit shall be requested.

7. No visibly damaged vehicles may be parked outdoors on the **Subject Property**. All vehicles stored outdoors on the **Subject Property** shall be operable and parked within a designated parking space directly abutting a drive aisle.

8. Section 106-560 of City Code requires each motor vehicle repair use to provide a minimum of 3 parking spaces for each enclosed bay and 1 space for each full-time employee. If the 36 parking stalls are insufficient for meeting minimum parking requirements for all tenants on the **Subject Property**, an amendment to this Conditional Use Permit shall be requested.

9. Outdoor storage as an accessory use is a Conditional Use in the I-1 zoning district. Should outdoor storage be requested by any of the tenants on the **Subject Property**, an amendment to this Conditional Use Permit shall be requested.

10. No area of the **Subject Property** may be used for accumulation of junk or debris, and the entire **Subject Property** shall comply with Chapter 30 of Ramsey City Code, entitled "Nuisances".

11. All waste must be located in dumpsters or trash bins, located within a designated waste enclosure on the **Subject Property**.

12. All hazardous waste generated on the **Subject Property** are properly disposed of in accordance with Ramsey City Code and all applicable state laws. If a hazardous waste generators license is applicable through the Minnesota Pollution Control Agency's regulations, a copy of the license shall be submitted to the City.

13. No vehicle dealer's license will be issued for any tenant or suite on the **Subject Property**.

14. Signs must meet City Code requirements and obtain the proper permits.

15. The **Permittee** shall be responsible for operating in full compliance with all applicable local, county, state and federal regulations and agrees to provide a copy of any other required permits that are requested.

16. This **Permit** shall automatically expire if the use is not initiated within one (1) year of approval, and issuance of a Building Permit shall constitute initiation.

17. The **Permittee** shall be responsible for all City costs incurred in administering and enforcing this **Permit**.

18. The **Permittee** knowingly and intentionally terminates any outstanding Conditional Use Permits for the **Subject Property** and any claim to a land use right thereunder.

19. In the event that violations of any conditions set forth in this **Permit** occur, the City Council shall have the authority to revoke the **Permit** as stated in Section 106-230 of Ramsey City Code, including but not limited to the **Permit** becoming null and void if the use is discontinued for a continuous one-year period.

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
Councilmember

and the following voted against the same:

and the following abstained:

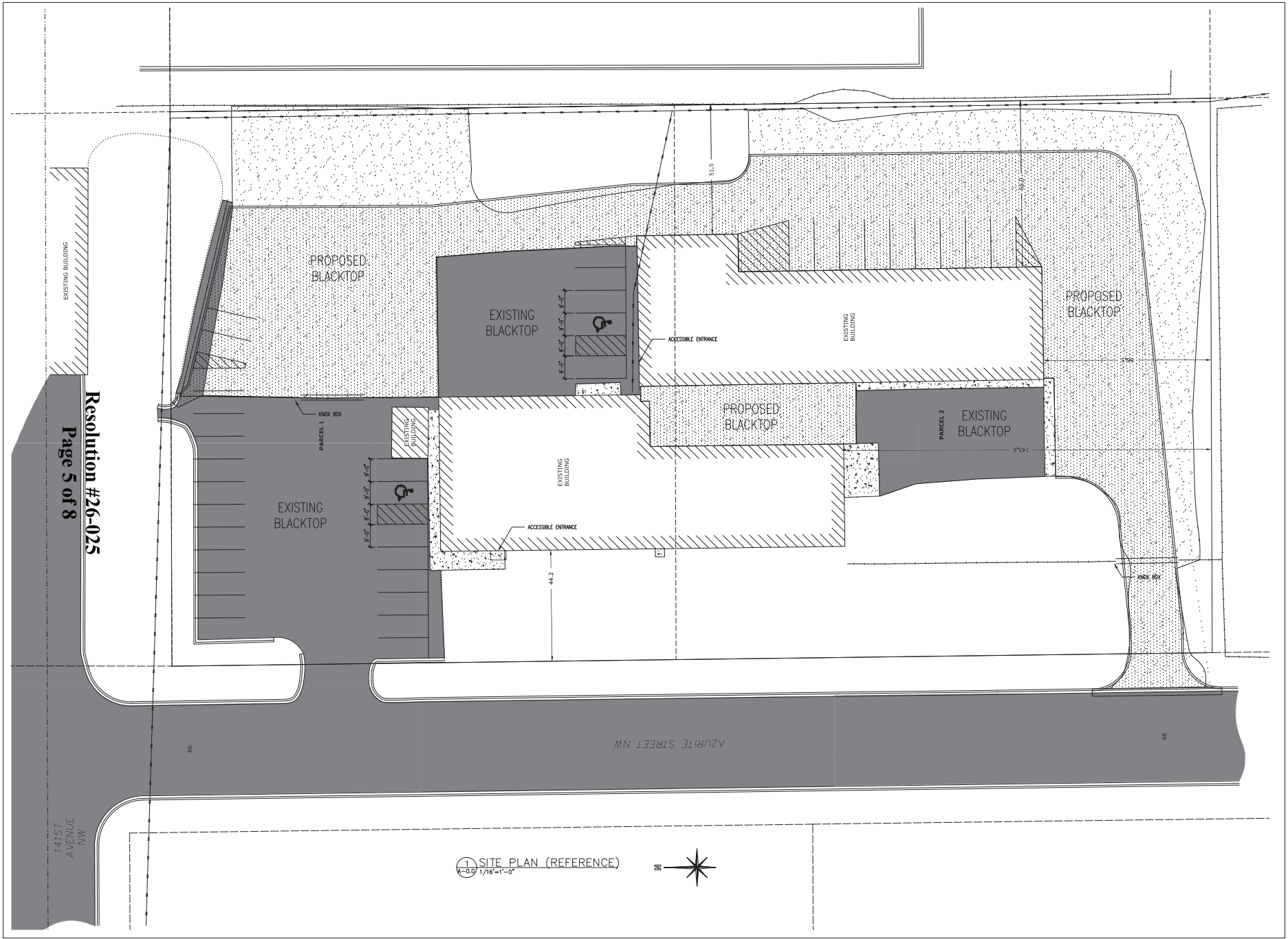
and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 10th day of February, 2026.

_____
Mayor

ATTEST:

_____
City Clerk



1 SITE PLAN (REFERENCE)
A-0.0 1/16"=1'-0"

NN

Resolution #26-025
Page 5 of 8

El-Nagdy Architects
3635 HARDING ST. NE.
MINNEAPOLIS, MN 55418
PHONE(612)4512297

Exhibit A

consultants

project number 2524
date 4-16-2025
drawn by EE
checked by AE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF MINNESOTA.

REGISTRATION# 22887
NAME: ALYELDIN ELNAGDY
SIGNATURE
DATE 4-16-2025

certification

REVISION 1 6/13/2025
REVISION 2 7/15/2025
REVISION 3 11/14/2025

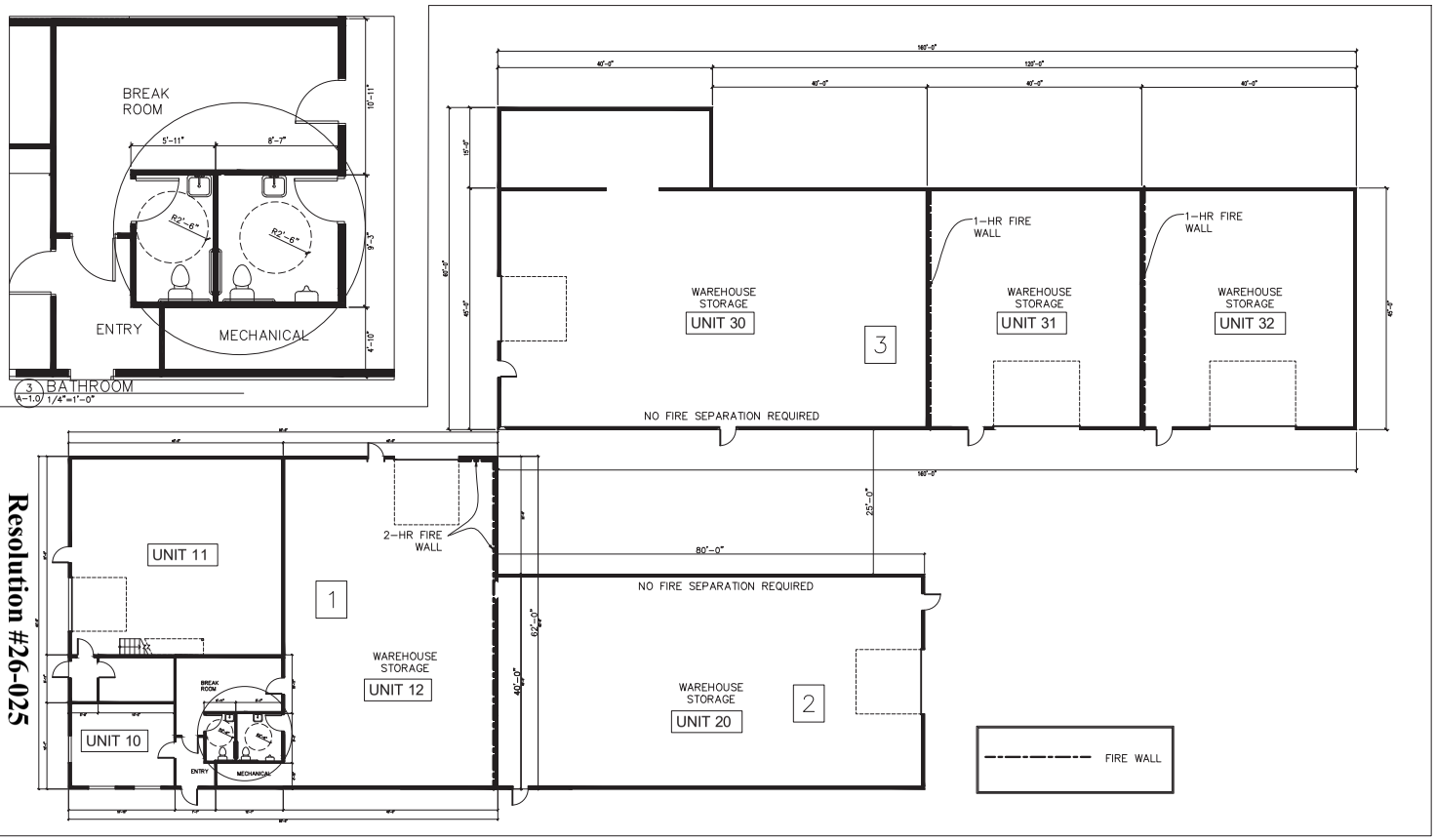
revisions

project title

Title
Title
14047
AZURITE ST. NW
RAMSEY
MN,55303

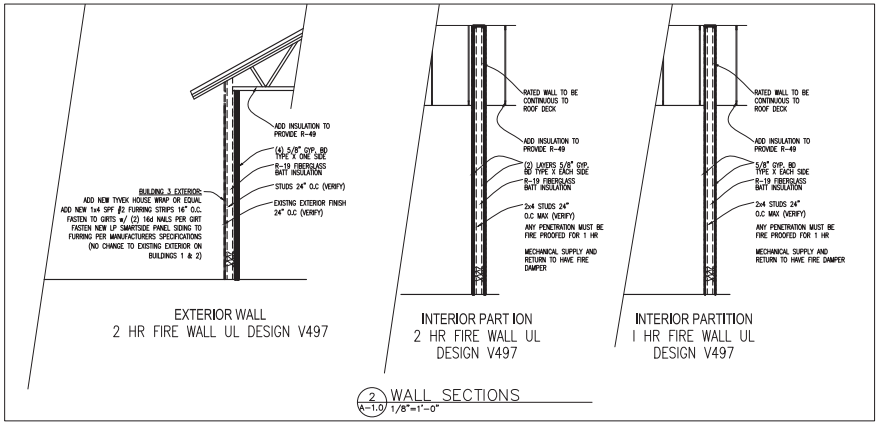
SITE PLAN REFERENCE

A-0.0

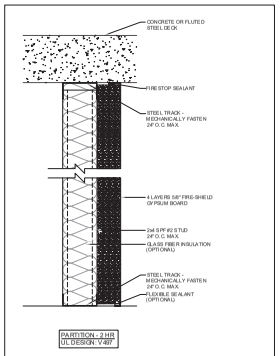


3 BATHROOM A-1.0 1/4"=1'-0"

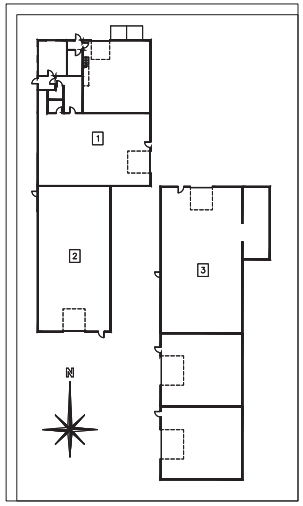
1 BUILDINS FLOOR PLAN A-1.0 3/32"=1'-0"



2 WALL SECTIONS A-1.0 1/8"=1'-0"



3 ALTERNATE WALL SECTION A-1.0 1/8"=1'-0"



0 KEY PLAN 0 1/32"=1'-0"

El-Nagdy Architects
3632 HARDING ST. NE.
MINNEAPOLIS, MN 55418
PHONE(612)345-1297

consultants

project number 2524
date 4-16-2025
drawn by EE
checked by AE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF MINNESOTA.

REGISTRATION# 22887
NAME: ALYELDIN ELNAGDY
SIGNATURE
DATE 4-16-2025

certification

REVISION 1 6/13/2025
REVISION 2 7/15/2025
REVISION 3 11/14/2025

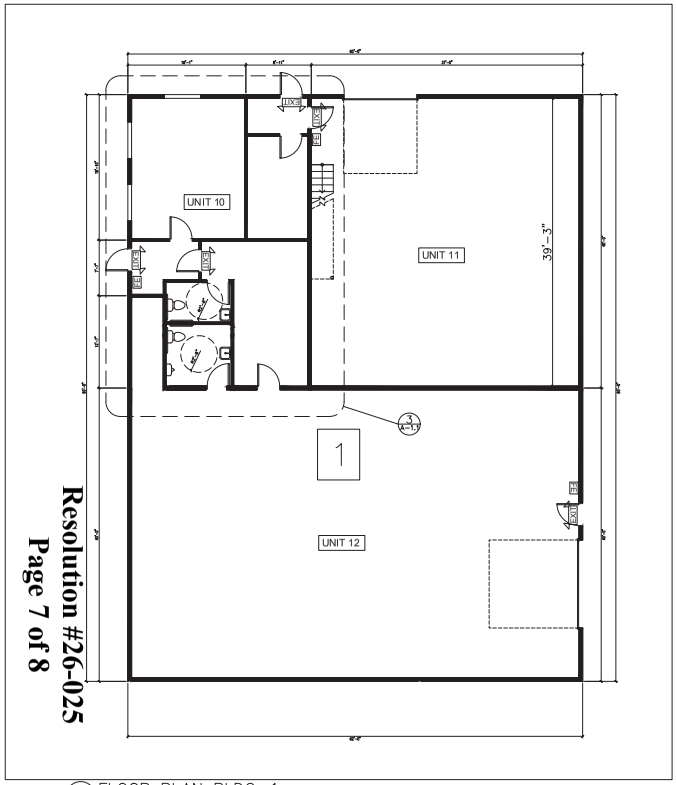
revisions

project title

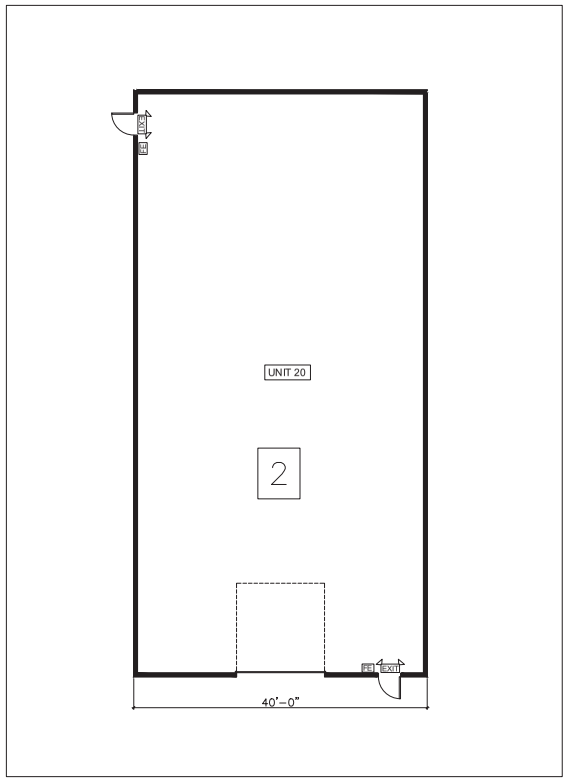
Title
Title
14047
AZURITE ST. NW
RAMSEY
MN,55303

FLOOR PLAN
BUILDINGS 1,2 & 3

A-1.0



1 FLOOR PLAN BLDG. 1
A-1.1 1/8"=1'-0"



2 FLOOR PLAN BLDG. 2
A-1.1 1/8"=1'-0"

CODE REVIEW: BLDG 1

PROJECT DESCRIPTION: REMODELING OF EXISTING PROPERTY
14047 AZURITE ST. NW.
RAMSEY , MN 55303

ZONING:
I-1

CODE USED:
2018 IBC
2020 STATE BUILDING CODE

BUILDING
EXISTING ONE STORY
TYPE OF CONSTRUCTION: V-B
NONE SPRINKLER

OCCUPANCY CLASSIFICATION:
NO CHANGE IN THE EXISTING OCCUPANCY
S AND B OCCUPANCY
AREA USED FOR S OCCUPANCY 3,845 SF
AREA USED FOR B OCCUPANCY 942 SF
NO REQUIRED FIRE SEPARATION BETWEEN A&B (508.3.3) IBC
2H FIRE SEPARATION BETWEEN BLDG.1&2
SEE SHEET A-1.0 FOR DETAILS

OCCUPANCY LOAD
S @ 300 SF # OF OCCUPY. ALLOWED 13
B @ 150 SF OF OCCUPY. ALLOWED 6

PLUMBING FIXTURES:
AREA S OCCUPANCY 1 (EXISTING)
AREA B 1 (EXISTING)

EXIT REQUIREMENTS
B OCCUPANCY 1 (2 PROVIDED)
S OCCUPANCY 1

PARKING REQUIREMENTS
EXISTING
SEE SITE PLAN A-0.0

CODE REVIEW :BLDG 2

PROJECT DESCRIPTION: REMODELING OF EXISTING PROPERTY
14047 AZURITE ST. NW.
RAMSEY , MN 55303

ZONING:
I-1

CODE USED:
2018 IBC
2020 STATE BUILDING CODE

BUILDING
EXISTING ONE STORY
TYPE OF CONSTRUCTION: V-B
NONE SPRINKLER

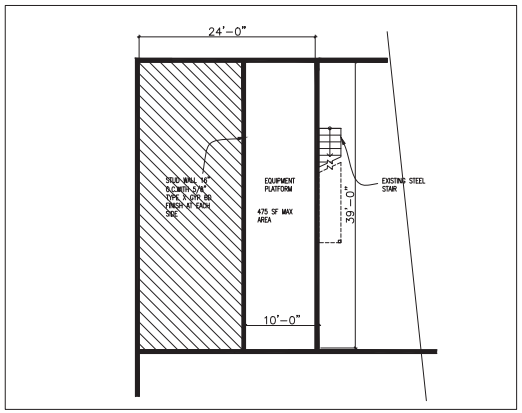
OCCUPANCY CLASSIFICATION:
NO CHANGE IN THE EXISTING OCCUPANCY
S OCCUPANCY
AREA USED FOR S OCCUPANCY 3,200 SF

OCCUPANCY LOAD
S @ 300 SF #OF OCCUP. ALLOWED 11

PLUMBING FIXTURES:
S OCCUPANCY 1

EXIT REQUIREMENTS
S OCCUPANCY 1 (2 EXISTING)

PARKING REQUIREMENTS
EXISTING
SEE SITE PLAN A-0.0



3 PLATFORM AREA
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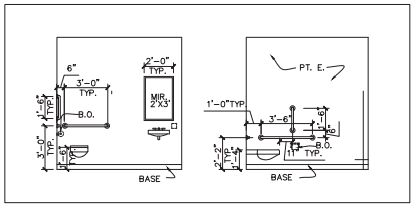


4 ADA TOILET DETAILS
A-1.1 1/4"=1'-0"

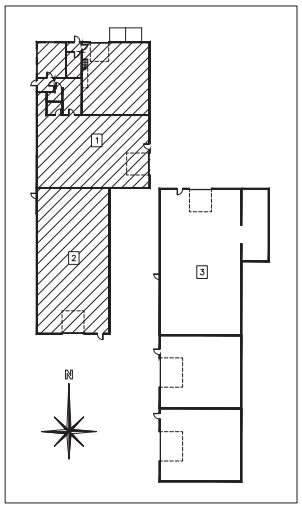
MNBC 311.2 Moderate-hazard storage, Group S-1.
Storage Group S-1 occupancies are buildings occupied for storage uses that are not classified as Group S-2, including, but not limited to, storage of the following:

- Aerosol products, Levels 2 and 3
- Aircraft hangar (storage and repair)
- Bags: cloth, burlap and paper
- Bamboos and rattan
- Baskets
- Belting: canvas and leather
- Books and paper in rolls or packs
- Boots and shoes
- Buttons, including cloth covered, pearl or bone
- Cardboard and cardboard boxes
- Clothing, woolen wearing apparel
- Cordage
- Dry boat storage (indoor)
- Furniture
- Furs
- Glues, mucilage, pastes and size
- Grains
- Horns and combs, other than celluloid
- Leather
- Linoleum
- Lumber
- Motor vehicle repair garages complying with the maximum allowable quantities of hazardous materials listed in Table 307.1(1) (see Section 406.8) *
- Photo engravings
- Resilient flooring
- Self-service storage facility (mini-storage)
- Silks
- Soaps
- Sugar
- Tires, bulk storage of
- Tobacco, cigars, cigarettes and snuff
- Upholstery and mattresses
- Wax candles

* ADDITIONAL CHANGES TO THE BUILDING ARE REQUIRED FOR AUTOMOTIVE USES.

MNBC 311.3 Low-hazard storage, Group S-2.
Storage Group S-2 occupancies include, among others, buildings used for the storage of noncombustible materials such as products on wood pallets or in paper cartons with or without single thickness divisions; or in paper wrappings. Such products are permitted to have a negligible amount of plastic trim, such as knobs, handles or film wrapping. Group S-2 storage uses shall include, but not be limited to, storage of the following:

- Asbestos
- Beverages up to and including 16-percent alcohol in metal, glass or ceramic containers
- Cement in bags
- Chalk and crayons
- Dairy products in nonwaxed coated paper containers
- Dry cell batteries
- Electrical coils
- Electrical motors
- Empty cans
- Food products
- Foods in noncombustible containers
- Fresh fruits and vegetables in nonplastic trays or containers
- Frozen foods
- Glass
- Glass bottles, empty or filled with noncombustible liquids
- Gypsum board
- Inert pigments
- Ivory
- Meats
- Metal cabinets
- Metal desks with plastic tops and trim
- Metal parts
- Metals
- Mirrors
- Oil-filled and other types of distribution transformers
- Parking garages, open or enclosed
- Porcelain and pottery
- Stoves
- Talc and soapstones
- Washers and dryers



0 KEY PLAN
0 1/32"=1'-0"

El-Nagdy Architects
3635 HARDING ST. NE.
MINNEAPOLIS, MN 55418
PHONE(612)345-1297

consultants

project number 2524
date 4-16-2025
drawn by EE
checked by AE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF MINNESOTA.

REGISTRATION# 22887
NAME: ALYELDIN ELNAGDY
SIGNATURE
DATE 4-16-2025

certification

REVISION 1 6/13/2025
REVISION 2 7/15/2025
REVISION 3 11/14/2025

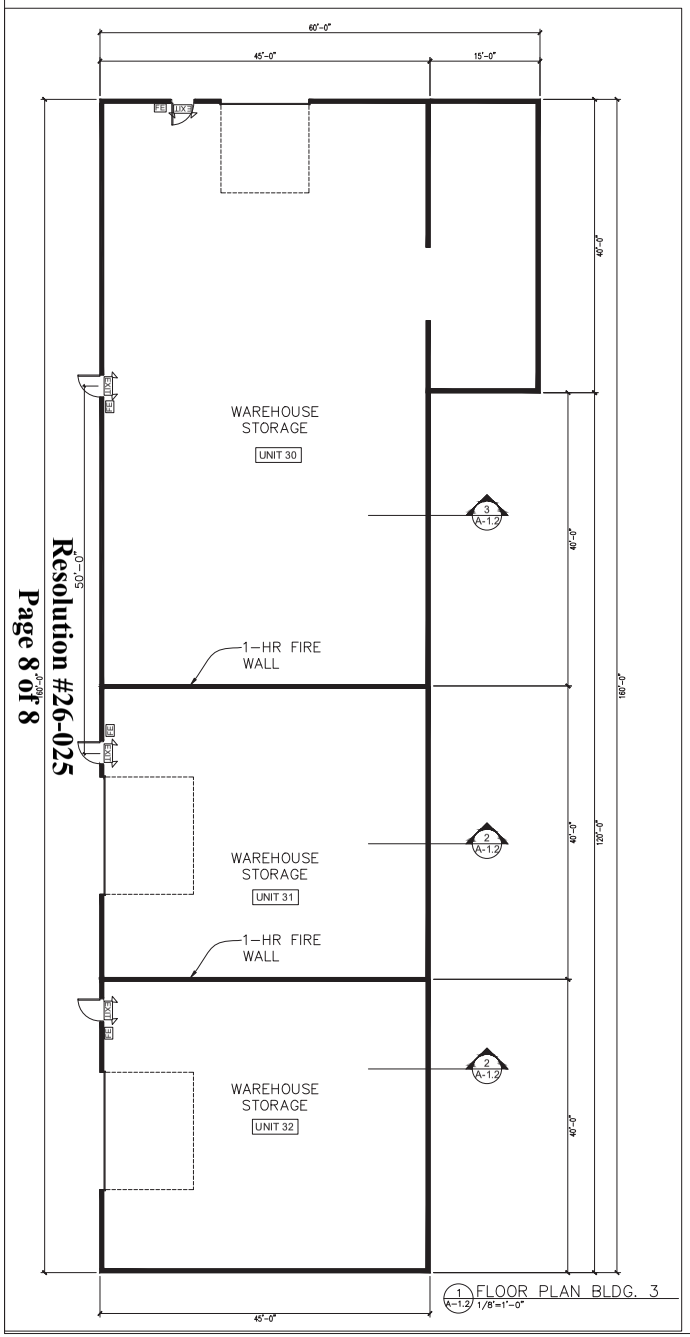
revisions

project title

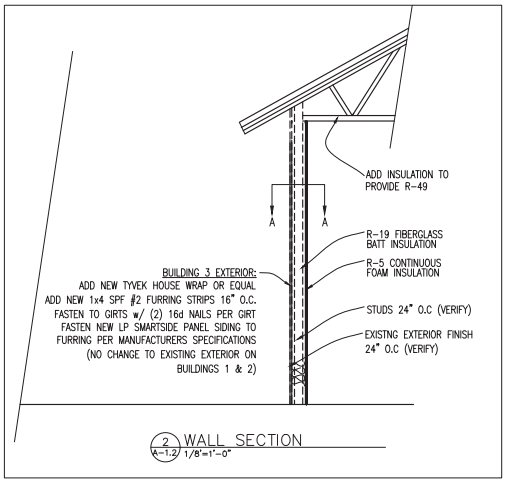
Title
Title
14047
AZURITE ST. NW
RAMSEY
MN,55303

FLOOR PLAN
BUILDINGS 1 & 2

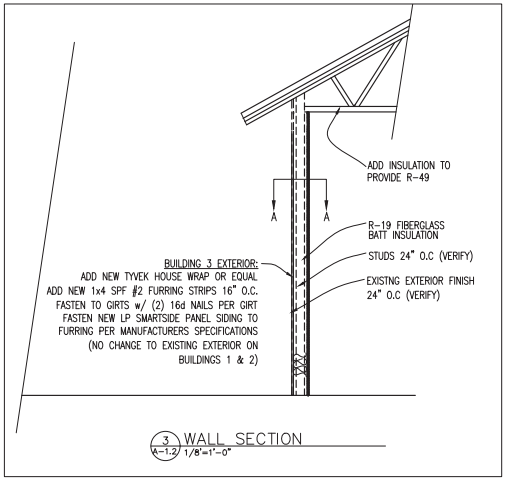
A-1.1



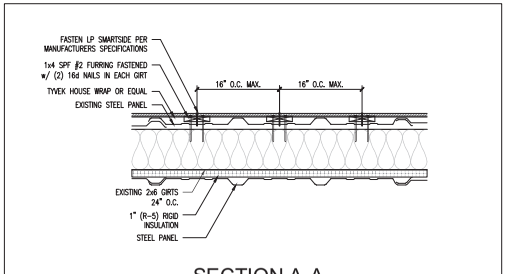
1 A-1.2 FLOOR PLAN BLDG. 3 1/8"=1'-0"



2 A-1.2 WALL SECTION 1/8"=1'-0"



3 A-1.2 WALL SECTION 1/8"=1'-0"



SECTION A-A

CODE REVIEW :BLDG 3

PROJECT DESCRIPTION: REMODELING OF EXISTING PROPERTY
14047 AZURITE ST. NW.
RAMSEY , MN 55303

ZONING:
I-1

CODE USED:
2018 IBC
2020 STATE BUILDING CODE

BUILDING
EXISTING ONE STORY
TYPE OF CONSTRUCTION: V-B
NONE SPRINKLER

OCCUPANCY CLASSIFICATION:
NO CHANGE IN THE EXISTING OCCUPANCY
S OCCUPANCY

OCCUPANCY LOAD
S @ 300 SF #OF OCCUP. ALLOWED 26
AREA USED FOR S OCCUPANCY
IS DIVIDED TO 3 SECTION
SECTION1&2 1727 SF # OF OCCP. 6 EACH
SECTION 3 4075 SF #OF OCCP. 14

PLUMBING FIXTURES:
S OCCUPANTS 1

EXIT REQUIREMENTS
S OCCUPANCY 1 FOR EACH SECTION

PARKING REQUIREMENTS
EXISTING
37 PARKING SPACE (EXISTING)

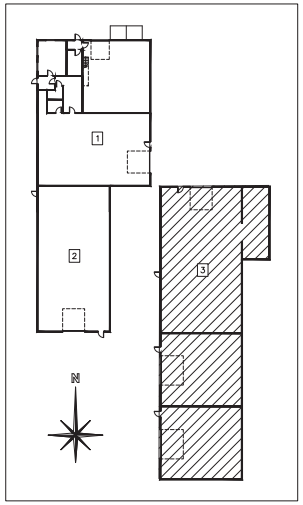
MNBC 311.2 Moderate-hazard storage, Group S-1.
Storage Group S-1 occupancies are buildings occupied for storage uses that are not classified as Group S-2, including, but not limited to, storage of the following:

- Aerosol products, Levels 2 and 3
- Aircraft hangar (storage and repair)
- Bags: cloth, burlap and paper
- Bamboos and rattan
- Baskets
- Belting: canvas and leather
- Books and paper in rolls or packs
- Boots and shoes
- Buttons, including cloth covered, pearl or bone
- Cardboard and cardboard boxes
- Clothing, woolen wearing apparel
- Cordage
- Dry boat storage (indoor)
- Furniture
- Furs
- Glues, mucilage, pastes and size
- Grains
- Horns and combs, other than celluloid
- Leather
- Linoleum
- Lumber
- Motor vehicle repair garages complying with the maximum allowable quantities of hazardous materials listed in Table 307.1(1) (see Section 406.8) *
- Photo engravings
- Resilient flooring
- Self-service storage facility (mini-storage)
- Silks
- Soaps
- Sugar
- Tires, bulk storage of
- Tobacco, cigars, cigarettes and snuff
- Upholstery and mattresses
- Wax candles

MNBC 311.3 Low-hazard storage, Group S-2.
Storage Group S-2 occupancies include, among others, buildings used for the storage of noncombustible materials such as products on wood pallets or in paper cartons with or without single thickness divisions; or in paper wrappings. Such products are permitted to have a negligible amount of plastic trim, such as knobs, handles or film wrapping. Group S-2 storage uses shall include, but not be limited to, storage of the following:

- Asbestos
- Beverages up to and including 16-percent alcohol in metal, glass or ceramic containers
- Cement in bags
- Chalk and crayons
- Dairy products in nonwaxed coated paper containers
- Dry cell batteries
- Electrical coils
- Electrical motors
- Empty cans
- Food products
- Foods in noncombustible containers
- Fresh fruits and vegetables in nonplastic trays or containers
- Frozen foods
- Glass
- Glass bottles, empty or filled with noncombustible liquids
- Gypsum board
- Inert pigments
- Ivory
- Meats
- Metal cabinets
- Metal desks with plastic tops and trim
- Metal parts
- Metals
- Mirrors
- Oil-filled and other types of distribution transformers
- Parking garages, open or enclosed
- Porcelain and pottery
- Stoves
- Talc and soapstones
- Washers and dryers

* ADDITIONAL CHANGES TO THE BUILDING ARE REQUIRED FOR AUTOMOTIVE USES.



0 0 KEY PLAN 1/32"=1'-0"

El-Nagdy Architects
3632 HARDING ST. NE.
MINNEAPOLIS, MN 55418
PHONE(612)345-1297

consultants

project number 2524
date 4-16-2025
drawn by EE
checked by AE

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF MINNESOTA.

REGISTRATION# 22887
NAME: ALYELDIN ELNAGDY
SIGNATURE
DATE 4-16-2025

certification

REVISION 1 6/13/2025
REVISION 2 7/15/2025
REVISION 3 11/14/2025

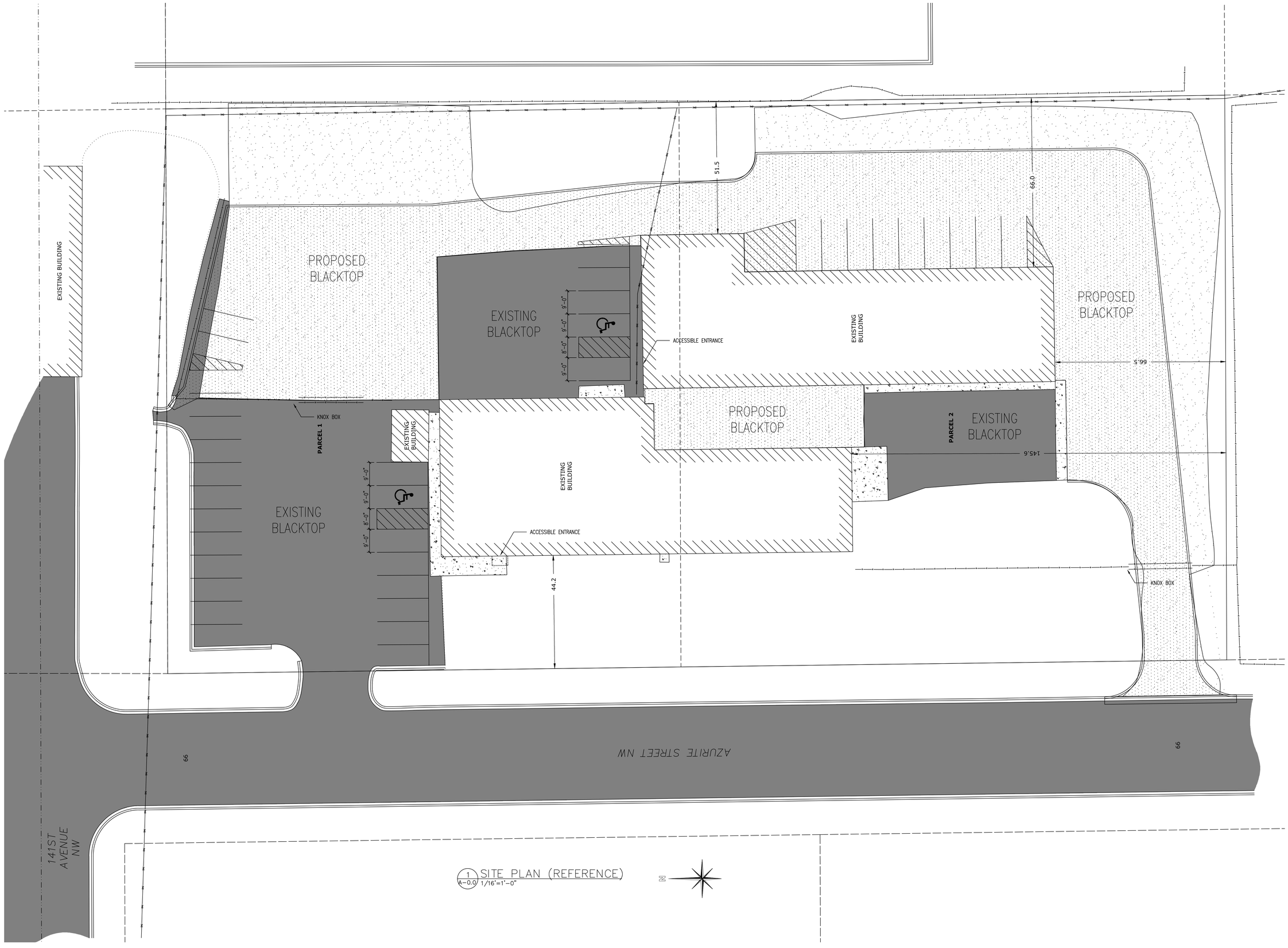
revisions

project title

Title
Title
14047
AZURITE ST. NW
RAMSEY
MN,55303

FLOOR PLAN
BUILDING 3

A-1.2



1 A-0.0 SITE PLAN (REFERENCE)
1/16"=1'-0"

N

El-Nagdy Architects

3632 HARDING ST. NE.
MINNEAPOLIS, MN 55418
PHONE(612)2451297

consultants

project number 2524
date 4-16-2025
drawn by ER
checked by AE

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SIGNATURE
DATE 4-16-2025

certification

REVISION 1 6/13/2025
REVISION 2 7/15/2025
REVISION 3 11/14/2025

revisions

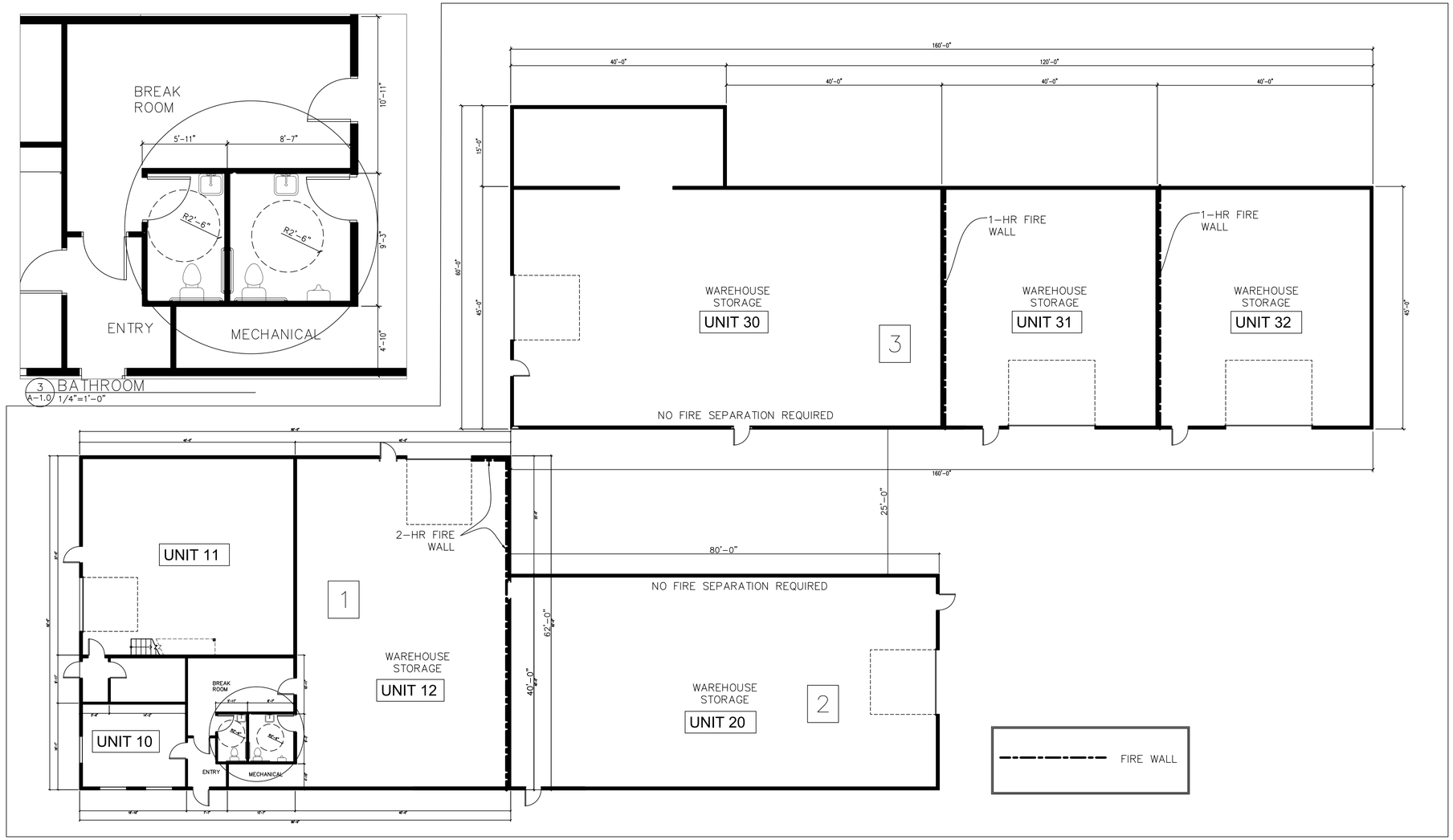
project title

Title
Title
14047
AZURITE ST. NW
RAMSEY
MN,55303

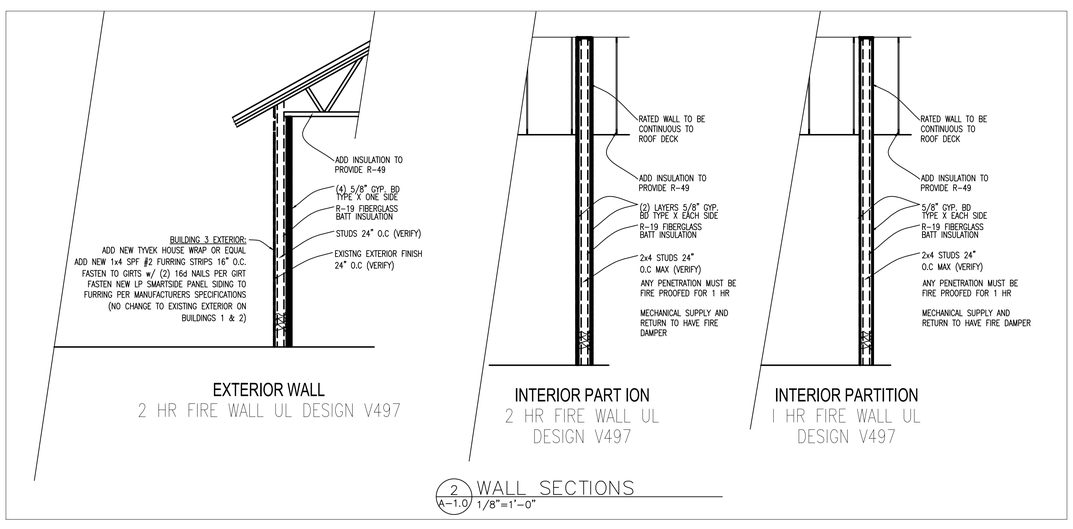
SITE PLAN REFERENCE

A-0.0

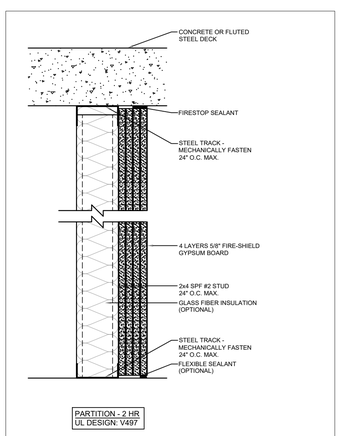
3 A-1.0 BATHROOM 1/4"=1'-0"



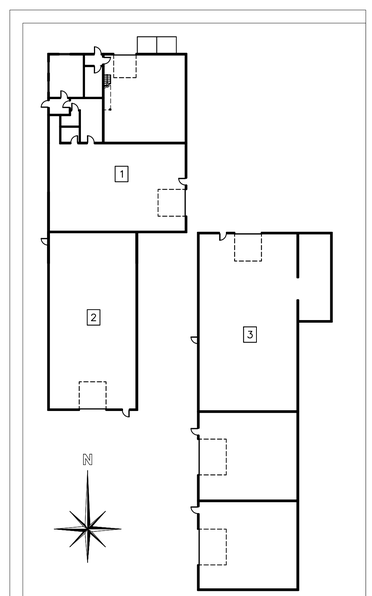
1 A-1.0 BUILDINS FLOOR PLAN 3/32"=1'-0"



2 A-1.0 WALL SECTIONS 1/8"=1'-0"



3 A-1.0 ALTERNATE WALL SECTION 1/8"=1'-0"



0 0 KEY PLAN 1/32"=1'-0"

El-Nagdy Architects

3632 HARDING ST. NE.
MINNEAPOLIS, MN 55418
PHONE(612)2451297

consultants

project number 2524
date 4-16-2025
drawn by ER
checked by AE

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REGISTRATION# 22887
NAME: ALYEldin ELNAGDY
SIGNATURE
DATE 4-16-2025

certification

REVISION 1 6/13/2025
REVISION 2 7/15/2025
REVISION 3 11/14/2025

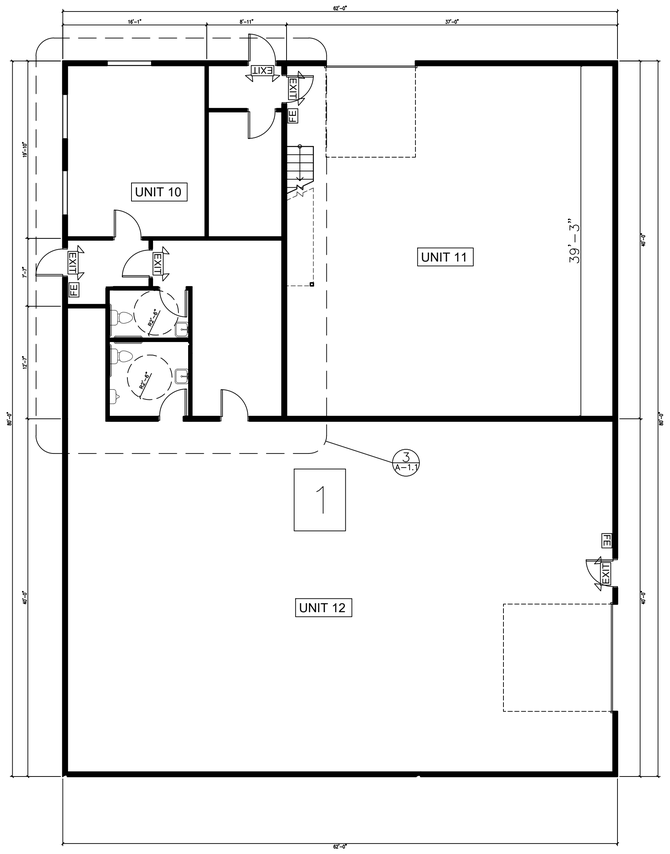
revisions

project title

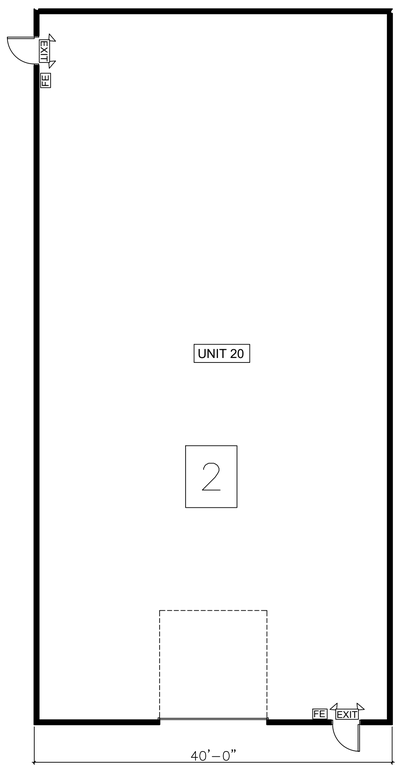
Title
Title
14047
AZURITE ST. NW
RAMSEY
MN,55303

FLOOR PLAN
BUILDINGS 1,2 & 3

A-1.0



1 A-1.1 FLOOR PLAN BLDG. 1
1/8"=1'-0"



2 A-1.1 FLOOR PLAN BLDG. 2
1/8"=1'-0"

CODE REVIEW: BLDG 1

PROJECT DESCRIPTION: REMODELING OF EXISTING PROPERTY
14047 AZURITE ST. NW.
RAMSEY , MN 55303

ZONING:
I-1

CODE USED:
2018 IBC
2020 STATE BUILDING CODE

BUILDING
EXISTING ONE STORY
TYPE OF CONSTRUCTION: V-B
NONE SPRINKLER

OCCUPANCY CLASSIFICATION:
NO CHANGE IN THE EXISTING OCCUPANCY
S AND B OCCUPANCY
AREA USED FOR S OCCUPANCY 3,845 SF
AREA USED FOR B OCCUPANCY 942 SF
NO REQUIRED FIRE SEPARATION BETWEEN A&B (508.3.3) IBC
2H FIRE SEPARATION BETWEEN BLDG.1&2
SEE SHEET A-1.0 FOR DETAILS

OCCUPANCY LOAD
S @ 300 SF # OF OCCUPY. ALLOWED 13
B @ 150 SF OF OCCUPY. ALLOWED 6

PLUMBING FIXTURES:
AREA S OCCUPANCY 1 (EXISTING)
AREA B 1 (EXISTING)

EXIT REQUIREMENTS
B OCCUPANCY 1 (2 PROVIDED)
S OCCUPANCY 1

PARKING REQUIREMENTS
EXISTING
SEE SITE PLAN A-0.0

CODE REVIEW :BLDG 2

PROJECT DESCRIPTION: REMODELING OF EXISTING PROPERTY
14047 AZURITE ST. NW.
RAMSEY , MN 55303

ZONING:
I-1

CODE USED:
2018 IBC
2020 STATE BUILDING CODE

BUILDING
EXISTING ONE STORY
TYPE OF CONSTRUCTION: V-B
NONE SPRINKLER

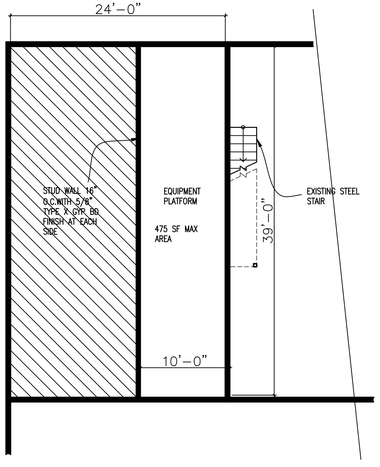
OCCUPANCY CLASSIFICATION:
NO CHANGE IN THE EXISTING OCCUPANCY
S OCCUPANCY
AREA USED FOR S OCCUPANCY 3,200 SF

OCCUPANCY LOAD
S @ 300 SF #OF OCCUP. ALLOWED 11

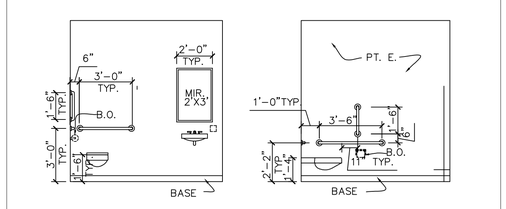
PLUMBING FIXTURES:
S OCCUPANCY 1

EXIT REQUIREMENTS
S OCCUPANCY 1 (2 EXISTING)

PARKING REQUIREMENTS
EXISTING
SEE SITE PLAN A-0.0



3 A-1.1 PLATFORM AREA
1/8"=1'-0"



4 A-1.1 ADA TOILET DETAILS
1/4"=1'-0"

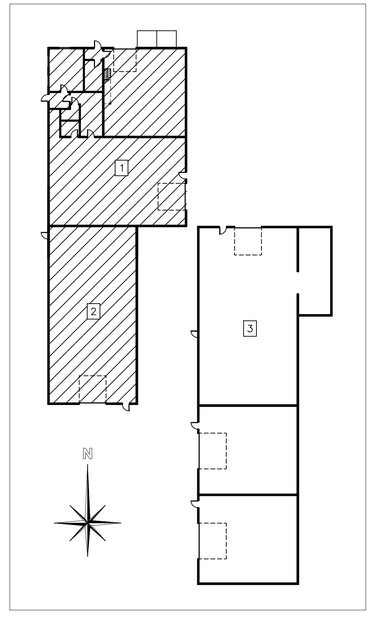
MNBC 311.2 Moderate-hazard storage, Group S-1.
Storage Group S-1 occupancies are buildings occupied for storage uses that are not classified as Group S-2, including, but not limited to, storage of the following:

- Aerosol products, Levels 2 and 3
- Aircraft hangar (storage and repair)
- Bags: cloth, burlap and paper
- Bamboos and rattan
- Baskets
- Belting: canvas and leather
- Books and paper in rolls or packs
- Boots and shoes
- Buttons, including cloth covered, pearl or bone
- Cardboard and cardboard boxes
- Clothing, woolen wearing apparel
- Cordage
- Dry boat storage (indoor)
- Furniture
- Furs
- Glues, mucilage, pastes and size
- Grains
- Horns and combs, other than celluloid
- Leather
- Linoleum
- Lumber
- Motor vehicle repair garages complying with the maximum allowable quantities of hazardous materials listed in Table 307.1(1) (see Section 406.8) *
- Photo engravings
- Resilient flooring
- Self-service storage facility (mini-storage)
- Silks
- Soaps
- Sugar
- Tires, bulk storage of
- Tobacco, cigars, cigarettes and snuff
- Upholstery and mattresses
- Wax candles

* ADDITIONAL CHANGES TO THE BUILDING ARE REQUIRED FOR AUTOMOTIVE USES.

MNBC 311.3 Low-hazard storage, Group S-2.
Storage Group S-2 occupancies include, among others, buildings used for the storage of noncombustible materials such as products on wood pallets or in paper cartons with or without single thickness divisions; or in paper wrappings. Such products are permitted to have a negligible amount of plastic trim, such as knobs, handles or film wrapping. Group S-2 storage uses shall include, but not be limited to, storage of the following:

- Asbestos
- Beverages up to and including 16-percent alcohol in metal, glass or ceramic containers
- Cement in bags
- Chalk and crayons
- Dairy products in nonwaxed coated paper containers
- Dry cell batteries
- Electrical coils
- Electrical motors
- Empty cans
- Food products
- Foods in noncombustible containers
- Fresh fruits and vegetables in nonplastic trays or containers
- Frozen foods
- Glass
- Glass bottles, empty or filled with noncombustible liquids
- Gypsum board
- Inert pigments
- Ivory
- Meats
- Metal cabinets
- Metal desks with plastic tops and trim
- Metal parts
- Metals
- Mirrors
- Oil-filled and other types of distribution transformers
- Parking garages, open or enclosed
- Porcelain and pottery
- Stoves
- Talc and soapstones
- Washers and dryers



0 0 KEY PLAN
1/32"=1'-0"

El-Nagdy Architects

3632 HARDING ST. NE.
MINNEAPOLIS, MN 55418
PHONE(612)2451297

consultants

project number 2524
date 4-16-2025
drawn by ER
checked by AE

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REGISTRATION# 22887
NAME: ALYELDIN ELNAGDY
SIGNATURE
DATE 4-16-2025

certification

REVISION 1 6/13/2025
REVISION 2 7/15/2025
REVISION 3 11/14/2025

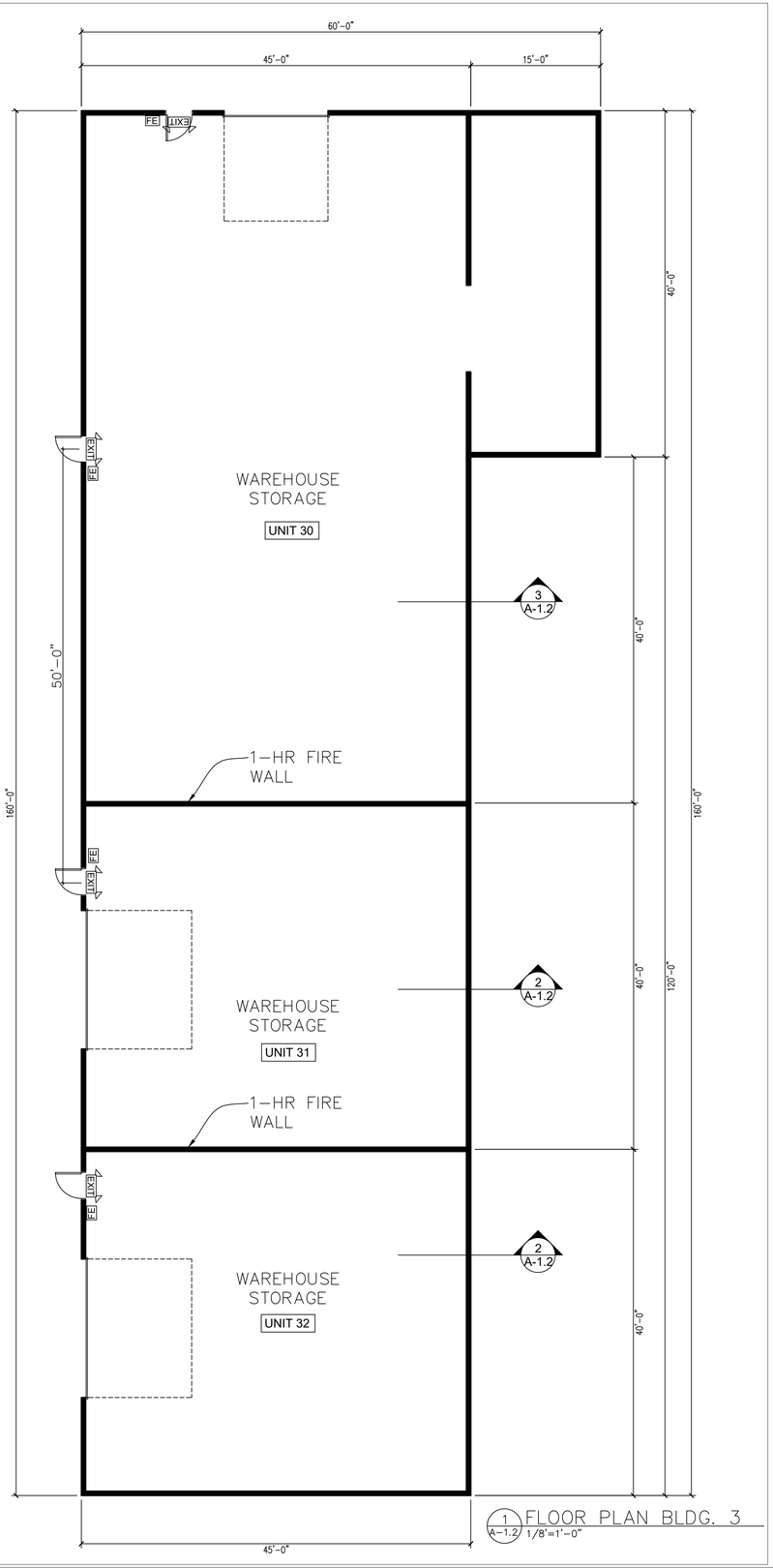
revisions

project title

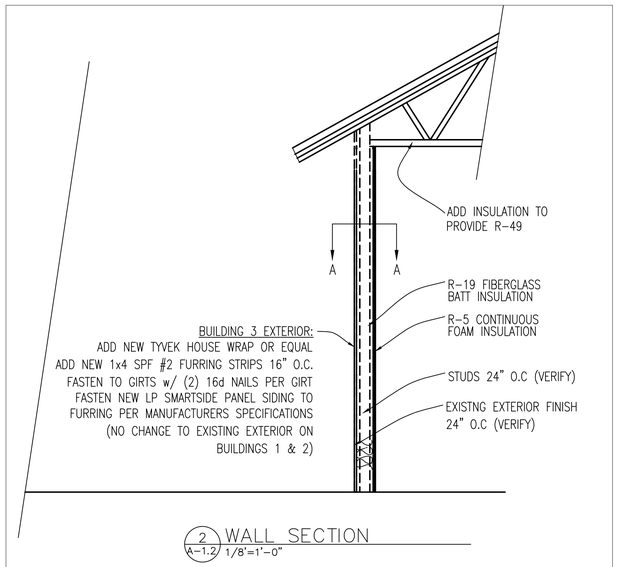
Title
Title
14047
AZURITE ST. NW
RAMSEY
MN,55303

FLOOR PLAN
BUILDINGS 1 & 2

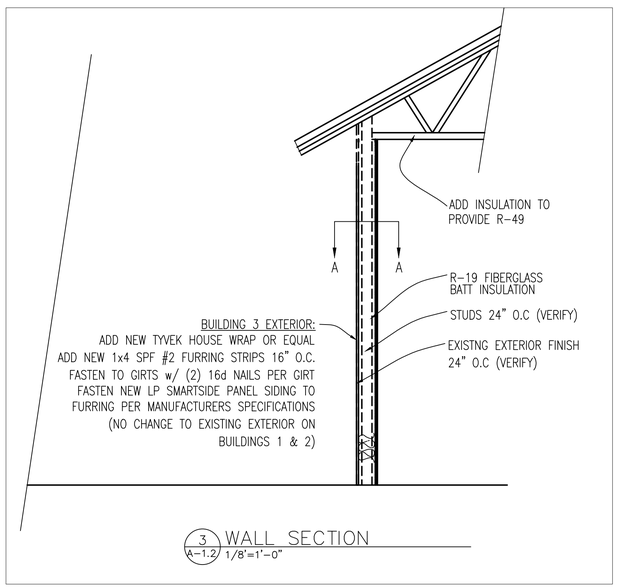
A-1.1



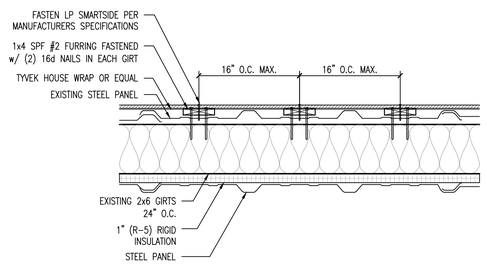
1 A-1.2 FLOOR PLAN BLDG. 3
1/8"=1'-0"



2 A-1.2 WALL SECTION
1/8"=1'-0"



3 A-1.2 WALL SECTION
1/8"=1'-0"



SECTION A-A

CODE REVIEW :BLDG 3

PROJECT DESCRIPTION: REMODELING OF EXISTING PROPERTY
14047 AZURITE ST. NW.
RAMSEY , MN 55303

ZONING:
I-1

CODE USED:
2018 IBC
2020 STATE BUILDING CODE

BUILDING
EXISTING ONE STORY
TYPE OF CONSTRUCTION: V-B
NONE SPRINKLER

OCCUPANCY CLASSIFICATION:
NO CHANGE IN THE EXISTING OCCUPANCY
S OCCUPANCY

OCCUPANCY LOAD
S @ 300 SF #OF OCCUP. ALLOWED 26
AREA USED FOR S OCCUPANCY
IS DIVIDED TO 3 SECTION
SECTION1&2 1727 SF # OF OCCP, 6 EACH
SECTION 3 4075 SF #OF OCCP. 14

PLUMBING FIXTURES:
S OCCUPANTS 1

EXIT REQUIREMENTS
S OCCUPANCY 1 FOR EACH SECTION

PARKING REQUIREMENTS
EXISTING
37 PARKING SPACE (EXISTING)

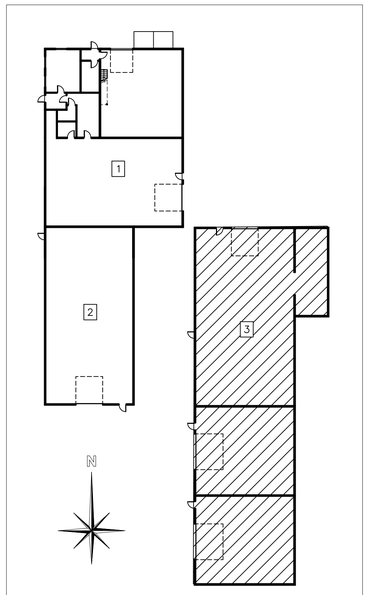
MNBC 311.2 Moderate-hazard storage, Group S-1.
Storage Group S-1 occupancies are buildings occupied for storage uses that are not classified as Group S-2, including, but not limited to, storage of the following:

- Aerosol products, Levels 2 and 3
- Aircraft hangar (storage and repair)
- Bags: cloth, burlap and paper
- Bamboos and rattan
- Baskets
- Belting: canvas and leather
- Books and paper in rolls or packs
- Boots and shoes
- Buttons, including cloth covered, pearl or bone
- Cardboard and cardboard boxes
- Clothing, woolen wearing apparel
- Cordage
- Dry boat storage (indoor)
- Furniture
- Furs
- Glues, mucilage, pastes and size
- Grains
- Horns and combs, other than celluloid
- Leather
- Linoleum
- Lumber
- Motor vehicle repair garages complying with the maximum allowable quantities of hazardous materials listed in Table 307.1(1) (see Section 406.8) *
- Photo engravings
- Resilient flooring
- Self-service storage facility (mini-storage)
- Silks
- Soaps
- Sugar
- Tires, bulk storage of
- Tobacco, cigars, cigarettes and snuff
- Upholstery and mattresses
- Wax candles

MNBC 311.3 Low-hazard storage, Group S-2.
Storage Group S-2 occupancies include, among others, buildings used for the storage of noncombustible materials such as products on wood pallets or in paper cartons with or without single thickness divisions; or in paper wrappings. Such products are permitted to have a negligible amount of plastic trim, such as knobs, handles or film wrapping. Group S-2 storage uses shall include, but not be limited to, storage of the following:

- Asbestos
- Beverages up to and including 16-percent alcohol in metal, glass or ceramic containers
- Cement in bags
- Chalk and crayons
- Dairy products in nonwaxed coated paper containers
- Dry cell batteries
- Electrical coils
- Electrical motors
- Empty cans
- Food products
- Foods in noncombustible containers
- Fresh fruits and vegetables in nonplastic trays or containers
- Frozen foods
- Glass
- Glass bottles, empty or filled with noncombustible liquids
- Gypsum board
- Inert pigments
- Ivory
- Meats
- Metal cabinets
- Metal desks with plastic tops and trim
- Metal parts
- Metals
- Mirrors
- Oil-filled and other types of distribution transformers
- Parking garages, open or enclosed
- Porcelain and pottery
- Stoves
- Talc and soapstones
- Washers and dryers

* ADDITIONAL CHANGES TO THE BUILDING ARE REQUIRED FOR AUTOMOTIVE USES.



0 0 KEY PLAN
1/32"=1'-0"

El-Nagdy Architects
3632 HARDING ST. NE.
MINNEAPOLIS, MN 55418
PHONE(612)2451297

consultants

project number 2524
date 4-16-2025
drawn by ER
checked by AE

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REGISTRATION# 22887
NAME: ALY EL-DIN EL NAGDY
SIGNATURE
DATE 4-16-2025

certification

REVISION 1 6/13/2025
REVISION 2 7/15/2025
REVISION 3 11/14/2025

revisions

project title

Title
Title
14047
AZURITE ST. NW
RAMSEY
MN,55303

FLOOR PLAN
BUILDING 3

A-1.2

CODE REVIEW: BLDG 1 & 2

Remolding of existing building

Project Description: 2025 11 Building 1 & 2 Date: Monday, December 22, 2025Project Location: 14047 Azurite St NW, Ramsey, MN 55303
Construction by: Owner
Architect: El-Nagdy Engineer: Becklin and Whitney
Code Study by: dkw

BASIC BUILDING DESCRIPTION:

Type of Construction = VB
Building does not have an automatic sprinkler system
Allowable area and height based on different uses being separated by fire barriers as needed. Most restrictive height and area used. (508.3.2)

Use to be Repair and storage of commercial motor vehicles. All fire areas to be less than 5,000 square feet (12-11-2025)

USE 311.2 Moderate-hazard storage, Group S-1.

[F] 903.2.9 Group S-1.
An *automatic sprinkler system* shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 *fire area* exceeds 12,000 square feet (1115 m^2).
2. A Group S-1 *fire area* is located more than three stories above *grade plane*.
3. The combined area of all Group S-1 *fire areas* on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m^2).
4. A Group S-1 *fire area* used for the storage of commercial motor vehicles where the *fire area* exceeds 5,000 square feet (464 m^2).

[F] 903.2.9.1 Repair garages.
An *automatic sprinkler system* shall be provided throughout all buildings used as repair garages in accordance with Section 406, as shown:

1. Buildings having two or more *stories above grade plane*, including basements, with a *fire area* containing a repair garage exceeding 10,000 square feet (929 m^2).
2. Buildings not more than one *story above grade plane*, with a *fire area* containing a repair garage exceeding 12,000 square feet (1115 m^2).
3. Buildings with repair garages servicing vehicles parked in basements.

A Group S-1 *fire area* used for the repair of commercial motor vehicles where the *fire area* exceeds 5,000 square feet (464 m^2).

The buildings are less than 5,000 square feet,

ADDRESS IDENTIFICATION:
Buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Characters shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches high and not less than 0.5 inch wide. They shall be installed on a contrasting background. When required by the fire official, address numbers shall be provided in additional approved locations. When access is by a private road and the building address cannot be view from the public way, a monument, pole or other approved sign shall be used to identify the structure. (502.1)

BUILDING SECTION #1

BASIC BUILDING DESCRIPTION:
Type of Construction = VB
Building does not have an automatic sprinkler system
Allowable area and height based on different uses not being separated by fire barriers. Most restrictive height and area used. (508.3.2)

ADDRESS IDENTIFICATION:
Buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Characters shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches high and not less than 0.5 inch wide. They shall be installed on a contrasting background. When required by the fire official, address numbers shall be provided in additional approved locations. When access is by a private road and the building address cannot be view from the public way, a monument, pole or other approved sign shall be used to identify the structure. (502.1)

SITE DESCRIPTION: (506.3.2 and 202 FIRE SEPARATION DISTANCE)
The north side has a public way. Distance to public way = 60.0 ,width = 66.0
Length of perimeter facing the public way = 80.0 This side can be accessed from a street or approved fire lane.
The east side has a public way. Distance to public way = 60.0 ,width = 66.0
Length of perimeter facing the public way = 62.0 This side can be accessed from a street or approved fire lane.
The south side has a lot line. Distance to lot line = 44.0
Length of perimeter facing lot line = 80.0 This side can be accessed from a street or approved fire lane.
The west side has a fire wall separating buildings. (706.1)
Length of perimeter = 62.0 This side is not accessible from a street or approved fire lane.
Perimeter of the entire building = 284.0 feet.
Perimeter which fronts a public way or accessible open space = 222.0 feet.
Weighted average of the width of public way or accessible open space = 30.0 feet. (506.3.2)
Allowable area increased 53.17% due to frontage. (506.3)

HEIGHT OF BUILDING:
Actual height of building = 20.00 ft Allowed building height = 40.00 ft The height is within the allowed height. (504.1 and Table 504.3)

BUILDING INTERIOR:
ALLOWABLE AREA AND HEIGHT:

FL	NAME	OCC	MAX FLR	AREA	ALLOWED	RATIO	STATUS
F1	Building 1	S1	1	4960	13785.21	0.36	OK
TOTAL FOR FLOOR				4960	13785.21	0.36	OK
BUILDING TOTAL				4960	13785.21	0.36	OK

Notes:
Allowable area is based on Table 506.2 and Section 506.
Allowable number of stories is based on Table 504.4 and Section 504
Allowed area increased 53.2% for frontage increase. (506.3)
NOTE: Storage areas were set to the major use occupancy group because these areas are accessory to the major use of the building. (311.1.1)

BUILDING SECTION #1

EXIT REQUIREMENTS:

FL	NAME OF AREA	NUMB OF OCC	MIN NUMB EXIT	MIN EXIT WDTH	PANIC HDWR	DOOR SWNG	CORRIDOR FIRE RATING	MAX TRVL DIST	NOTES
F1	Building 1	25	1	5	no	any	N/A	200	
	TOTAL 1st FLOOR	25	2	5	no	any	N/A	200	5

FOOTNOTES:
5. Number of exits from this floor is based on Section 1006.3.2

NOTES FOR EXIT TABLE:
Door swing is based on Section 1010.1.2
Occupant load is based on Section 1004 and Table 1004.5
Exit width is in inches and based on Sections 1005.3.1 and 1005.3.2
For the minimum width of stairways, see Section 1011.2.
Exits shall be continuous from the point of entry into the exit to the exit discharge. (1003.6)

DOOR SWING EXCECPTIONS:
Exception 5: Revolving doors complying with Section 1010.1.4.1
Exception 6: Horizontal sliding doors complying with Section 1010.1.4.3
Exception 7: Power-operated doors complying with Section 1010.1.4.2

EXIT WIDTH NOTES:
Exit width is in inches and based on Section 1005.2
Width shown for all areas is based on other egress components. (1005.3.2)
Width shown for 1st floor is based on other egress components. (1005.3.2)
Width shown for other floors & basements is based on stairways. (1005.3.1)
For the minimum width of doors, see Section 1010.1.1.

EGRESS CONTINUITY:
The path of egress travel along a means of egress shall not be interrupted by any building element other than a means of egress component. (1003.6)

EXIT SEPARATION:
In areas where 2 exits are required, the minimum separation is 1/2 of the maximum diagonal of the area or floor measured in a straight line between exits or exit access doorways. (1007.1.1)
Exception 1: Where interior exit stairways are interconnected by a 1-hour corridor, the separation shall be measured along the shortest direct travel within the corridor.
Multiple means of egress shall be sized such that the loss of any one means of egress shall not reduce the available capacity by more than 50 percent. (1005.5)

MEANS OF EGRESS ILLUMINATION:
1. The means of egress serving a room or space shall be illuminated at all times that the space or room is occupied. (1008.2)
2. The means of egress illumination shall not be less than 1 foot-candle at the walking surface level. (1008.2.1)
3. Illumination shall be provided along the path of travel for the exit discharge for each exit to the public way. (1008.2.3)
See exceptions
See section 1008.3 for emergency power requirements.

ADDITIONAL DOORS:
Where additional doors are provided for egress purposes, they shall conform to the requirements in Section 1010. (1010.1)

LANDINGS AT DOORS:
1. There shall be a floor or landing on each side of a door. (1010.1.5)
2. Such floor or landing shall be at the same elevation on each side of the door. (1010.1.5)
3. The floor or landing shall not be more than 1/2 inch lower than the threshold. (1010.1.7)
4. Landings shall have a width not less than the width of the stairway or width of the doorway, whichever is the greater.
Where a landing serves an occupant load of 50 or more, doors in any position shall not reduce the landing dimension to less than one half of the required width. The minimum length in the direction of exit travel is 44 inches. (1010.1.6)
5. The space between two doors in series shall be 48 inches plus the width of door swinging into the space. (1010.1.8)

BOLT LOCKS:
Manually operated flush bolts and surface bolts are not permitted. (1010.1.9.5)
Exception 3: Where a pair of doors serves an occupant load of less than 50, manually operated edge- or surface-mounted bolts are permitted on the inactive leaf. The inactive leaf shall contain no doorknobs, panic bars or similar operating hardware.
Exception 2: Where a pair of doors serves a storage or equipment room, manually operated edge- or surface-mounted bolts are permitted on the inactive leaf.
The unlatching of any door or leaf shall not require more than one operation. (1010.1.9.6)
Exception 2: Where manually operated bolt locks are permitted.
Exception 3: Doors with automatic flush bolts as permitted.

LOCKS AND LATCHES:
Egress doors shall be readily openable from the egress side without the use of a key or any special knowledge or effort. (1010.1.9)
Locks and latches shall be permitted to prevent operation where any of the following exists: (1010.1.9.4)
2. The main door or doors in Group B, F, M and S areas are permitted to be equipped with key operating locking devices from the egress side provided:
2.1 The locking device is readily distinguishable as locked.
2.2 A readily visible durable sign is posted on the egress
side stating: THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED
3. Where egress doors are used in pairs, automatic flush bolts shall be permitted to be used, provided the door leaf having the automatic flush bolts has no doorknob or surface-mounted hardware.
5. Fire doors after the minimum elevated temperature has disabled the unlatching mechanism.

BUILDING ACCESSIBILITY:
Accessible entrances and accessibility within the building shall comply with Sections 1104 and 1105.
On floors where drinking fountains are provided, accessible drinking fountains shall be provided. No fewer than 2 drinking fountains shall be provided. One shall comply with the requirements for people in a
wheelchair and one for standing persons. (1109.5.1)

MINIMUM NUMBER OF PLUMBING FIXTURES: (2902.1)

FL	NAME OF AREA	NUMBER OCC	WATER CLOSETS MALE	WATER CLOSETS FEMALE	LAVATORIES MALE	LAVATORIES FEMALE	DRINKING FOUNTAINS
F1	Building 1	25	1	1	1	1	1
TOTAL for 1st FLOOR		25	1	1	1	1	1

[P] 2902.2 Separate facilities.
Where plumbing fixtures are required, separate facilities shall be provided for each sex.

Exceptions:

2. Separate facilities shall not be required in structures or tenant spaces with a total *occupant load*, including both employees and customers, of 25 or less.

[P] 2902.3.3 Location of toilet facilities in occupancies other than malls.
In occupancies other than covered and open mall buildings, the required public and employee toilet facilities shall exceed a distance of 500 feet.

FIRE-RESISTANCE REQUIREMENTS:

FIRE-RESISTANCE RATING FOR EXTERIOR WALLS:

North Side:
Group S1 - Bearing walls = 0-hr Nonbearing walls = 0-hr rating on the inside. (705.5, Tables 601 & 602)

Projections extending beyond the exterior wall cannot extend closer to than 20 feet to the fire separation distance line. (Table 705.2)
No limit on unprotected openings. There is no limit on protected openings. (Table 705.8)
Combustible projections extending within 5 feet of the line used to determine the fire separation distance or located where openings are not permitted or where protection of openings are required shall be of at least 1-hour fire-resistive-rated construction, Type IV or fire-retardant-treated wood. (705.2.3)

East Side:
Group S1 - Bearing walls = 0-hr Nonbearing walls = 0-hr rating on the inside. (705.5, Tables 601 & 602)

Projections extending beyond the exterior wall cannot extend closer to than 20 feet to the fire separation distance line. (Table 705.2)
No limit on unprotected openings. There is no limit on protected openings. (Table 705.8)
Combustible projections extending within 5 feet of the line used to determine the fire separation distance or located where openings are not permitted or where protection of openings are required shall be of at least 1-hour fire-resistive-rated construction, Type IV or fire-retardant-treated wood. (705.2.3)

South Side:
Group S1 - Bearing walls = 0-hr Nonbearing walls = 0-hr rating on the inside. (705.5, Tables 601 & 602)

Projections extending beyond the exterior wall cannot extend closer to than 20 feet to the fire separation distance line. (Table 705.2)
No limit on unprotected openings. There is no limit on protected openings. (Table 705.8)
Combustible projections extending within 5 feet of the line used to determine the fire separation distance or located where openings are not permitted or where protection of openings are required shall be of at least 1-hour fire-resistive-rated construction, Type IV or fire-retardant-treated wood. (705.2.3)

West Side:
Group S1 - This wall must meet fire wall requirements. (706) rating on both sides. (705.5, Tables 601 & 602)

Fire protection is not required at the bottom flange of lintels, shelf angles and plates, spanning not more than 6 feet 4 inches if they are part of the structural frame and regardless of the span if they are not part of the structural frame. (704.11)
Projections extending beyond the exterior wall are not permitted. (Table 705.2)
Combustible projections extending within 5 feet of the line used to determine the fire separation distance or located where openings are not permitted or where protection of openings are required shall be of at least 1-hour fire-resistive-rated construction, Type IV or fire-retardant-treated wood. (705.2.3)

FIRE-RESISTANCE RATING REQUIREMENTS:(Table 601 except as noted)
Exterior walls . Minimum fire resistance rating = FIRE-RESISTANCE RATING FOR EXTERIOR WALLS above
Primary structural frame may be of any material. Minimum fire resistance rating = 0 hour
Interior bearing wall may be of any material. Minimum fire resistance rating = 0 hour
Interior nonbearing wall may be of any material. Minimum fire resistance rating = 0 hour
Floor/ceiling assembly may be of any material. Minimum fire resistance rating = 0 hour
Parking surfaces shall be of concrete or similar noncombustible and nonabsorbent materials. Asphalt parking surfaces are permitted at ground level. (406.2.4)
Roof/ceiling assembly may be of any material. Minimum fire resistance rating = 0 hour
Stairs may be of any material. Minimum fire resistance rating = 0 hour

MARKING AND IDENTIFICATION:
Fire walls, fire barriers, fire partitions, smoke barriers and smoke partitions or any other wall required to have protected openings or penetrations shall be effectively and permanently identified. (703.7)
Identification shall be located in accessible concealed floor, floor-ceiling or attic spaces;
Be located within 15 feet of the end of each wall and at intervals not exceeding 30 feet; and
Suggested wording: 'FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS'

FIRE PARTITIONS:
The following wall assemblies shall comply. (708.1)
Fire partitions shall have a fire-resistance rating of not less than 1-hour. (708.3)
See exceptions.
Fire partitions shall extend from the top of the foundation or floor/ceiling assembly below to the underside of the floor or roof sheathing, slab or deck above or to the fire-resistive-rated floor/ceiling or roof/ceiling assembly above. (708.4)
See exceptions.
The supporting construction shall be protected to afford the required fire-resistance rating of the wall supported, except for tenant and sleeping unit separation wall and corridor walls.
See exceptions.

A 1-hour fire-resistive rating is required for smoke barriers. (709.3)

Smoke barriers shall form an effective membrane continuous from outside wall to outside wall and from the top of the foundation or floor/ceiling assembly below to the underside of the floor or roof sheathing, deck or slab above, including continuity through concealed spaces. (710.4) See Section 710.5 for opening requirements.

PENETRATIONS OF FIRE RESISTIVE ASSEMBLIES:

WALLS ASSEMBLIES:
Penetrations of walls shall comply Section 714.3.1.1 or 714.3.1.2.
FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES:
Penetrations of floor/ceiling and roof/ceiling assemblies shall comply Section 714.4.1.1 or 714.4.1.2.
DUCTS AND AIR TRANSFER OPENINGS:
Where required. (717.5) , Fire walls (717.5.1), Fire barriers (717.5.2), Shaft enclosures (717.5.3), Fire partitions (717.5.4) and Smoke barriers (717.5.5)

REQUIRED SEPARATION OF OCCUPANCIES: (508.4.4 & Table 508.4)

Uses are not separated by fire barriers. The construction of the building is based on the most restrictive use. (508.3.3)

SEPARATION OF INCIDENTAL USE AREAS: (Table 509)
Furnace rooms where any piece of equipment is over 400,000 BTU per hour input = 1 hour
Rooms with any boiler over 15 psi and 10 horsepower = 1 hour
Refrigerant machinery rooms = 1 hour
Hydrogen cut-off rooms not classified as Group H = 1 hour
Incinerator rooms = 2 hours and an automatic sprinkler system is required
Stationary storage battery systems having an energy capacity greater than the threshold quanity specified in Table 1206.2 of the IFC. = 1 hour

FIRE WALL REQUIREMENTS:
Between building 1 and building 2:
The fire wall is required to be a 3 hour fire assembly. (Table 706.4)
In place 2 hour wall
Openings shall be protected by assemblies having a 3 hour fire rating. (706.8 and Table 716.1(2)) 2-1 1/2 hour assemblies may be used.

Fire wall shall extend from the foundation to a termination point at least 30 inches above both adjacent roofs. (706.6) See exceptions for alternate protection at roof.

See Section 706.6.1 for requirements when a fire wall separates buildings of different heights.

See Section 706.6.2 for requirements when a fire wall separates buildings with sloped roofs. Each opening through a fire wall shall not exceed 156 square feet. The aggregate width of openings at any floor level shall not exceed 25 percent of the length of the wall. (706.8)

If the building has a projection (overhang, canopy, etc) at the fire wall, the fire wall shall extend to the outer edge of the horizontal projection. (706.5.2)

Exception 1: If projection is without concealed spaces, fire wall may stop at the exterior wall if the exterior wall and projection on each side of the fire wall is 1-hour fire-resistive for the depth of the projection on each side of the fire wall.
Exception 2: If projection has concealed space and is noncombustible, fire wall may stop at the exterior wall if the projection has a one hour wall in the concealed space and the exterior wall and projection is 1-hour fire-resistive for the depth of the projection on each side of the fire wall.
Exception 3: If projection has concealed space and is combustible, fire wall may stop at the exterior wall if the fire wall extends through the projection in the concealed space and the exterior wall and projection is 1-hour fire-resistive for the depth of the projection on each side of the fire wall.

If the fire wall intersects an exterior wall at less than 180 degrees, the fire-resistance rating for the exterior walls on both sides of the fire wall shall have a 1-hour fire-resistance rating with 3/4 hour opening protection. The fire-resistance rating of the exterior wall shall extend a minimum of 4 feet on each side of the intersection. (706.5.1)

Fire walls shall be designed and constructed to allow collapse of the structure on either side without collapse of the wall under fire conditions. (706.2)

SMOKE AND HEAT REMOVAL:

Areas containing high piled combustible storage require smoke and heat removal when required by Table 3206.2 of the IFC. Design to comply with Section 910.3.

ROOFING REQUIREMENTS:

1. The roofing on this building is required to be Class C or better. (Table 1505.1)

ROOF DRAINAGE:

Where the exterior wall construction extends above the roof in such a manner that water will be entrapped if the primary drains allow build up for any reason, secondary (emergency overflow) roof drains or scuppers shall be provided. (1502.2)
1. Secondary drains or scuppers shall be located and sized to prevent the weight ponding water from exceeding the design load of the roof.
2. See section 1611.1 for design load requirements.
3. Scuppers shall not have an opening dimension of less than 4 inches. (1502.3
4. See sections 1106 and 1108 of the Plumbing code for design requirements.

DRAFTSTOPPING:

If there is combustible construction in the roof/ceiling assembly, draftstopping shall be installed so that the area of concealed space does not exceed 3,000 square feet. (718.4)
See Section 718.3.1 for approved materials.
See Section 708.4 for construction requirements.
Opening in the partitions shall be protected by self-closing doors with automatic latches constructed as required for the partitions. (718.4.1.1)

AUTOMATIC SPRINKLER SYSTEMS:

If openings are not provided in each 50 feet on at least one exterior wall or there is floor area more than 75 feet from an exterior opening, an automatic sprinkler system is required. Openings shall have a minimum dimension of 30 inches. There must be at least 20 sq.ft. of opening in every 50 lineal feet of wall or fraction thereof. The height of the bottom of the opening shall not exceed 44 inches measured from the floor. (903.2.11.1)

An automatic sprinkler system shall be provided when the area exceeds 2,500 square feet and is used for the storage of upholstered furniture or mattresses. (903.2.9 #5)
Note: The size of the fire area may be reduced using fire barriers. See section 707.3.10 for requirements.
The fire-resistive rating for the fire barrier assembly is 3 hours. (Table 707.3.10)

FIRE PUMPS:
When provided, fire pumps shall be located in rooms that are separated from all other areas by 2-hour fire barrier construction. (913.2.1)

PORTABLE FIRE EXTINGUISHERS:
Portable fire extinguishers are required. (906.1)
See Section 906.1 and Table 906.1 for location requirements.
See Section 906.3 for size and distribution requirements.

STANDPIPE AND HOSE SYSTEMS:
A standpipe system is not required. (905)

SMOKE AND HEAT REMOVAL:
Areas containing high piled combustible storage require smoke and heat removal when required by Table 3206.2 of the IFC. Design to comply with Section 910.3.

END OF REQUIREMENTS FOR BUILDING #1

BUILDING SECTION #2

BASIC BUILDING DESCRIPTION:
Type of Construction = VB
Building does not have an automatic sprinkler system
Allowable area and height based on different uses not being separated by fire barriers. Most restrictive height and area used. (508.3.2)

Use to be Repair and storage of commercial motor vehicles. All fire areas to be less than 5,000 square feet (12-11-2025)

USE 311.2 Moderate-hazard storage, Group S-1.

[F] 903.2.9 Group S-1.
An *automatic sprinkler system* shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

5. A Group S-1 *fire area* exceeds 12,000 square feet (1115 m^2).
6. A Group S-1 *fire area* is located more than three stories above *grade plane*.
7. The combined area of all Group S-1 *fire areas* on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m^2).
8. A Group S-1 *fire area* used for the storage of commercial motor vehicles where the *fire area* exceeds 5,000 square feet (464 m^2).

[F] 903.2.9.1 Repair garages.
An *automatic sprinkler system* shall be provided throughout all buildings used as repair garages in accordance with Section 406, as shown:

4. Buildings having two or more *stories above grade plane*, including basements, with a *fire area* containing a repair garage exceeding 10,000 square feet (929 m^2).
5. Buildings not more than one *story above grade plane*, with a *fire area* containing a repair garage exceeding 12,000 square feet (1115 m^2).
6. Buildings with repair garages servicing vehicles parked in basements.

A Group S-1 *fire area* used for the repair of commercial motor vehicles where the *fire area* exceeds 5,000 square feet (464 m^2).

The area to is less than 5,000 square feet.

SITE DESCRIPTION: (506.3.2 and 202 FIRE SEPARATION DISTANCE)

The north side has an imaginary line between two buildings.(705.3) Distance to building = 25.0 ,the imaginary line = 12.5
Length of perimeter facing other building = 80.0 This side is not accessible from a street or approved fire lane.
The east side has a fire wall separating buildings. (706.1)
Length of perimeter = 42.0 This side is not accessible from a street or approved fire lane.
The south side has a lot line. Distance to lot line = 42.0
Length of perimeter facing lot line = 80.0 This side can be accessed from a street or approved fire lane.
The west side has a lot line. Distance to lot line = 60.0
Length of perimeter facing lot line = 42.0 This side can be accessed from a street or approved fire lane.
Perimeter of the entire building = 244.0 feet.
Perimeter which fronts a public way or accessible open space = 122.0 feet.
Weighted average of the width of public way or accessible open space = 30.0 feet. (506.3.2)
Allowable area increased 25.00% due to frontage. (506.3)

HEIGHT OF BUILDING:
Building height not entered. Building height not checked. (504.1)

BUILDING INTERIOR:
ALLOWABLE AREA AND HEIGHT:

FL	NAME	OCC	MAX FLR	AREA	ALLOWED	RATIO	STATUS
F1	Building 2	S1	1	3200	11250	0.28	OK
TOTAL FOR FLOOR				3200	11250	0.28	OK
BUILDING TOTAL				3200	11250	0.28	OK

Notes:
Allowable area is based on Table 506.2 and Section 506.
Allowable number of stories is based on Table 504.4 and Section 504
Allowed area increased 25% for frontage increase. (506.3)
NOTE: Storage areas were set to the major use occupancy group because these areas are accessory to the major use of the building. (311.1.1)

BUILDING SECTION #2

EXIT REQUIREMENTS:

FL	NAME OF AREA	NUMB OF OCC	MIN NUMB EXIT	MIN EXIT WDTH	PANIC HDWR	DOOR SWNG	CORRIDOR FIRE RATING	MAX TRVL DIST	NOTES
F1	Building 2	16	1	3.2	no	any	N/A	200	
	TOTAL 1st FLOOR	16	2	3.2	no	any	N/A	200	5

FOOTNOTES:
5. Number of exits from this floor is based on Section 1006.3.2

NOTES FOR EXIT TABLE:
Door swing is based on Section 1010.1.2
Occupant load is based on Section 1004 and Table 1004.5
Exit width is in inches and based on Sections 1005.3.1 and 1005.3.2
For the minimum width of stairways, see Section 1011.2.
Exits shall be continuous from the point of entry into the exit to the exit discharge. (1003.6)

DOOR SWING EXCECPTIONS:
Exception 5: Revolving doors complying with Section 1010.1.4.1
Exception 6: Horizontal sliding doors complying with Section 1010.1.4.3
Exception 7: Power-operated doors complying with Section 1010.1.4.2

EXIT WIDTH NOTES:
Exit width is in inches and based on Section 1005.2

Width shown for all areas is based on other egress components. (1005.3.2)
Width shown for 1st floor is based on other egress components. (1005.3.2)
Width shown for other floors & basements is based on stairways. (1005.3.1)
For the minimum width of doors, see Section 1010.1.1.

EGRESS CONTINUITY:
The path of egress travel along a means of egress shall not be interrupted by any building element other than a means of egress component. (1003.6)

EXIT SEPARATION:
In areas where 2 exits are required, the minimum separation is 1/2 of the maximum diagonal of the area or floor measured in a straight line between exits or exit access doorways. (1007.1.1)
Exception 1: Where interior exit stairways are interconnected by a 1-hour corridor, the separation shall be measured along the shortest direct travel within the corridor.
Multiple means of egress shall be sized such that the loss of any one means of egress shall not reduce the available capacity by more than 50 percent. (1005.5)

MEANS OF EGRESS ILLUMINATION:
1. The means of egress seving a room or space shall be illuminated at all times that the space or room is occupied. (1008.2)
2. The means of egress illumination shall not be less than 1 foot-candle at the walking surface level. (1008.2.1)
3. Illumination shall be provided along the path of travel for the exit discharge for each exit to the public way. (1008.2.3)
See exceptions
See section 1008.3 for emergency power requirements.

ADDITIONAL DOORS:
Where additional doors are provided for egress purposes, they shall conform to the requirements in Section 1010. (1010.1)

LANDINGS AT DOORS:
1. There shall be a floor or landing on each side of a door. (1010.1.5)
2. Such floor or landing shall be at the same elevation on each side of the door. (1010.1.5)
3. The floor or landing shall not be more than 1/2 inch lower than the threshold. (1010.1.7)
4. Landings shall have a width not less than the width of the stairway or width of the doorway, whichever is the greater.
Where a landing serves an occupant load of 50 or more, doors in any position shall not reduce the landing dimension to less than one half of the required width. The minimum length in the direction of exit travel is 44 inches. (1010.1.6)
5. The space between two doors in series shall be 48 inches plus the width of door swinging into the space. (1010.1.8)

BOLT LOCKS:

Manually operated flush bolts and surface bolts are not permitted. (1010.1.9.5)
Exception 3: Where a pair of doors serves an occupant load of less than 50, manually operated edge- or surface-mounted bolts are permitted on the inactive leaf. The inactive leaf shall contain no doorknobs, panic bars or similar operating hardware.
Exception 2: Where a pair of doors serves a storage or equipment room, manually operated edge- or surface-mounted bolts are permitted on the inactive leaf.
The unlatching of any door or leaf shall not require more than one operation. (1010.1.9.6)
Exception 2: Where manually operated bolt locks are permitted.
Exception 3: Doors with automatic flush bolts as permitted.

LOCKS AND LATCHES:
Egress doors shall be readily openable from the egress side without the use of a key or any special knowledge or effort. (1010.1.9)
Locks and latches shall be permitted to prevent operation where any of the following exists: (1010.1.9.4)
2. The main door or doors in Group B, F, M and S areas are permitted to be equipped with key operating locking devices from the egress side provided:
2.1 The locking device is readily distinguishable as locked.
2.2 A readily visible durable sign is posted on the egress
side stating: THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED
3. Where egress doors are used in pairs, automatic flush bolts shall be permitted to be used, provided the door leaf having the automatic flush bolts has no doorknob or surface-mounted hardware.
5. Fire doors after the minimum elevated temperature has disabled the unlatching mechanism.

MINIMUM NUMBER OF PLUMBING FIXTURES: (2902.1)

FL	NAME OF AREA	NUMBER OCC	WATER CLOSETS MALE	WATER CLOSETS FEMALE	LAVATORIES MALE	LAVATORIES FEMALE	DRINKING FOUNTAINS
F1	Building 2	16	1	1	1	1	1
TOTAL for 1st FLOOR		16	1	1	1	1	1

NOTES ON THE TOTAL NUMBER OF PLUMBING FIXTURES:
The number of fixtures for a floor may not match total number of fixtures per area.
1. Fixtures for accessory areas are not included in the floor total.
2. The number of fixtures for each area are rounded up to the next whole number. Floor totals are not rounded up until the floor total is obtained.
If the fixtures only serve an area, use number shown for each area.
If the fixtures serve an entire floor, use number shown for totals.

ACCESSIBLE FACILITIES:
Accessible water fountains shall comply with ICC/ANSI A117.1, see Section 602.
Toilet facilities shall comply with ICC/ANSI A117.1, see Sections 603 through 609.

ADDITIONAL TOILET REQUIREMENTS:
Customers, patrons and visitors shall be provided with public toilet facilities in spaces intended for public utilization. (2902.3)
The route to the public facilities shall not pass through kitchens, storage rooms or closets. (2902.3.1)
The path of travel to facilities shall not exceed a distance of 500 feet. (2902.3.2)
Directional signage indicating route to public facilities shall be posted. Such signage shall be located in a corridor or aisle at the entrance to the facilities. (2902.4.1)
Where a toilet is provided for use of multiple occupants, the egress door for the room shall not be lockable from the inside. (2902.3.5)
Where a building or tenant space requires a separate toilet facility for each sex and each toilet facility is required to have only one water closet,
two family/assisted-use toilet facilities shall be permitted to serve as required separate facilities. Toilet facilities shall not be required to
be identified for exclusive use by either sex. (2902.2.1)

LIGHT AND VENTILATION:

1. Every space intended for human occupancy shall be provided with natural light by means of exterior glazed openings or shall be provided with artificial light. (1204.1)
2. Buildings shall be provided with natural ventilation or mechanical ventilation per the International Mechanical Code. (1202.1)
3. Rooms containing bathtubs, showers, spas and similar bathing fixtures shall be mechanically ventilated. (1202.5.2.1)

Minnesota Mechanical Code

1. Ignition sources: Any equipment with an ignition source must be located a minimum of 18 inches above the floor.
2. CO and NO2 detection: Enclosed garages require both carbon monoxide and nitrogen dioxide detection devices to activate the ventilation system.

FIRE-RESISTANCE REQUIREMENTS:

FIRE-RESISTANCE RATING FOR EXTERIOR WALLS:
North Side:
Group S1 - Bearing walls = 0-hr Nonbearing walls = 0-hr rating on the inside. (705.5, Tables 601 & 602)

Projections extending beyond the exterior wall can extend 24 inches plus 8 inches for every foot of FSD beyond 3 feet or fraction thereof. (Table 705.2)
No limit on unprotected openings. There is no limit on protected openings. (Table 705.8)
Combustible projections extending within 5 feet of the line used to determine the fire separation distance or located where openings are not permitted or where protection of openings are required shall be of at least 1-hour fire-resistive-rated construction, Type IV or fire-retardant-treated wood. (705.2.3)

East Side:
Group S1 - This wall must meet fire wall requirements. (706) rating on both sides. (705.5, Tables 601 & 602)

Fire protection is not required at the bottom flange of lintels, shelf angles and plates, spanning not more than 6 feet 4 inches if they are part of the structural frame and regardless of the span if they are not part of the structural frame. (704.11)
Projections extending beyond the exterior wall are not permitted. (Table 705.2)
Combustible projections extending within 5 feet of the line used to determine the fire separation distance or located where openings are not permitted or where protection of openings are required shall be of at least 1-hour fire-resistive-rated construction, Type IV or fire-retardant-treated wood. (705.2.3)

South Side:
Group S1 - Bearing walls = 0-hr Nonbearing walls = 0-hr rating on the inside. (705.5, Tables 601 & 602)

Projections extending beyond the exterior wall cannot extend closer to than 20 feet to the fire separation distance line. (Table 705.2)
No limit on unprotected openings. There is no limit on protected openings. (Table 705.8)
Combustible projections extending within 5 feet of the line used to determine the fire separation distance or located where openings are not permitted or where protection of openings are required shall be of at least 1-hour fire-resistive-rated construction, Type IV or fire-retardant-treated wood. (705.2.3)

West Side:
Group S1 - Bearing walls = 0-hr Nonbearing walls = 0-hr rating on the inside. (705.5, Tables 601 & 602)

Projections extending beyond the exterior wall cannot extend closer to than 20 feet to the fire separation distance line. (Table 705.2)
No limit on unprotected openings. There is no limit on protected openings. (Table 705.8)
Combustible projections extending within 5 feet of the line used to determine the fire separation distance or located where openings are not permitted or where protection of openings are required shall be of at least 1-hour fire-resistive-rated construction, Type IV or fire-retardant-treated wood. (705.2.3)

FIRE-RESISTANCE RATING REQUIREMENTS:(Table 601 except as noted)
Exterior walls . Minimum fire resistance rating = FIRE-RESISTANCE RATING FOR EXTERIOR WALLS above
Primary structural frame may be of any material. Minimum fire resistance rating = 0 hour
Interior bearing wall may be of any material. Minimum fire resistance rating = 0 hour
Interior nonbearing wall may be of any material. Minimum fire resistance rating = 0 hour
Floor/ceiling assembly may be of any material. Minimum fire resistance rating = 0 hour

Parking surfaces shall be of concrete or similar noncombustible and nonabsorbent materials. Asphalt parking surfaces are permitted at ground level. (406.2.4)
Roof/ceiling assembly may be of any material. Minimum fire resistance rating = 0 hour
Stairs may be of any material. Minimum fire resistance rating = 0 hour

MARKING AND IDENTIFICATION:
Fire walls, fire barriers, fire partitions, smoke barriers and smoke partitions or any other wall required to have protected openings or penetrations shall be effectively and permanently identified. (703.7)
Identification shall be located in accessible concealed floor, floor-ceiling or attic spaces;
Be located within 15 feet of the end of each wall and at intervals not exceeding 30 feet; and
Suggested wording: 'FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS'

FIRE PARTITIONS:
The following wall assemblies shall comply. (708.1)
Fire partitions shall have a fire-resistance rating of not less than 1-hour. (708.3)
See exceptions.
Fire partitions shall extend from the top of the foundation or floor/ceiling assembly below to the underside of the floor or roof sheathing, slab or deck above or to the fire-resistive-rated floor/ceiling or roof/ceiling assembly above. (708.4)
See exceptions.
The supporting construction shall be protected to afford the required fire-resistance rating of the wall supported, except for tenant and sleeping unit separation wall and corridor walls.
See exceptions.

A 1-hour fire-resistive rating is required for smoke barriers. (709.3)
Smoke barriers shall form an effective membrane continuous from outside wall to outside wall and from the top of the foundation or floor/ceiling assembly below to the underside of the floor or roof sheathing, deck or slab above, including continuity through concealed spaces. (710.4)
See Section 710.5 for opening requirements.

PENETRATIONS OF FIRE RESISTIVE ASSEMBLIES:
WALLS ASSEMBLIES:
Penetrations of walls shall comply Section 714.3.1.1 or 714.3.1.2.
FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES:
Penetrations of floor/ceiling and roof/ceiling assemblies shall comply Section 714.4.1.1 or 714.4.1.2.
DUCTS AND AIR TRANSFER OPENINGS:
Where required. (717.5) , Fire walls (717.5.1), Fire barriers (717.5.2), Shaft enclosures (717.5.3), Fire partitions (717.5.4) and Smoke barriers (717.5.5)

REQUIRED SEPARATION OF OCCUPANCIES: (508.4.4 & Table 508.4)
Uses are not separated by fire barriers. The construction of the building is based on the most restrictive use. (508.3.3)

SEPARATION OF INCIDENTAL USE AREAS: (Table 509)

Furnace rooms where any piece of equipment is over 400,000 BTU per hour input = 1 hour
Rooms with any boiler over 15 psi and 10 horsepower = 1 hour
Refrigerant machinery rooms = 1 hour
Hydrogen cut-off rooms not classified as Group H = 1 hour
Incinerator rooms = 2 hours and an automatic sprinkler system is required
Stationary storage battery systems having an energy capacity greater than the threshold quanity specified in Table 1206.2 of the IFC. = 1 hour

FIRE WALL REQUIREMENTS:
Between building 1 and building 2:
The fire wall is required to be a 3 hour fire assembly. (Table 706.4)
Openings shall be protected by assemblies having a 3 hour fire rating. (706.8 and Table 716.1(2))
2-1 1/2 hour assemblies may be used.

Fire wall shall extend from the foundation to a termination point at least 30 inches above both adjacent roofs. (706.6) See exceptions for alternate protection at roof.

See Section 706.6.1 for requirements when a fire wall separates buildings of different heights.

See Section 706.6.2 for requirements when a fire wall separates buildings with sloped roofs.
Each opening through a fire wall shall not exceed 156 square feet. The aggregate width of openings at any floor level shall not exceed 25 percent of the length of the wall. (706.8)

If the building has a projection (overhang, canopy, etc) at the fire wall, the fire wall shall extend to the outer edge of the horizontal projection. (706.5.2)
Exception 1: If projection is without concealed spaces, fire wall may stop at the exterior wall if the exterior wall and projection on each side of the fire wall is 1-hour fire-resistive for the depth of the projection on each side of the fire wall.
Exception 2: If projection has concealed space and is noncombustible, fire wall may stop at the exterior wall if the projection has a one hour wall in the concealed space and the exterior wall and projection is 1-hour fire-resistive for the depth of the projection on each side of the fire wall.
Exception 3: If projection has concealed space and is combustible, fire wall may stop at the exterior wall if the fire wall extends through the projection in the concealed space and the exterior wall and projection is 1-hour fire-resistive for the depth of the projection on each side of the fire wall.

If the fire wall intersects an exterior wall at less than 180 degrees, the fire-resistance rating for the exterior walls on both sides of the fire wall shall have a 1-hour fire-resistance rating with 3/4 hour opening protection. The fire-resistance rating of the exterior wall shall extend a minimum of 4 feet on each side of the intersection. (706.5.1)

Fire walls shall be designed and constructed to allow collapse of the structure on either side without collapse of the wall under fire conditions. (706.2)

GLAZING REQUIREMENTS:

All glazing in hazardous locations is required to be of safety glazing material. (2406.1)
See Section 2406.4 for locations.

WALL AND CEILING FINISHES:

1. Wall and ceiling finish materials are required to comply with Sec. 803.13 and Table 803.13.
2. Textile wall and ceiling coverings shall have Class A flame spread index and shall be protected by automatic sprinklers or meet the criteria in Section 803.5, 803.6.
3. Expanded vinyl wall coverings shall comply with the requirements for textile wall and ceiling materials. (803.7)
4. Toilet room floors shall have a smooth, hard nonabsorbent surface that extends upward onto the walls at least 4 inches. (1209.2.1
5. Walls within 2 feet of urinals and water closets shall have a smooth, hard nonabsorbent surface, to a height of 4 feet above the floor. (1209.2.2)

CEILING HEIGHTS:

Occupiable spaces, habitable spaces and corridors shall have a ceiling height of not less than 7 feet 6 inches. Bathrooms, toilet rooms, kitchens, storage rooms and laundry rooms shall be permitted to have a ceiling height of not less than 7 feet. (1207.2)

INSULATION NOTES:

1. Insulating materials shall have a flame-spread rating of no more than 25 and a smoke developed index of not more than 450. (720.2) 'concealed installation' and Sec. 720.3 'exposed installation'

Foam plastic insulations are required to be protected. (2603)

CODE REVIEW: BLDG 3

Remolding of existing building

Project Description: 2025 11 Building 3 Date: Monday, December 22, 2025
Project Location: 14047 Azurite St NW, Ramsey, MN 55303
Construction by: Owner
Architect: El-Nagdy Engineer: Becklin and Whitney
Code Study by: dkw

BASIC BUILDING DESCRIPTION:

Type of Construction = VB
Building does not have an automatic sprinkler system
Allowable area and height based on different uses being separated by fire barriers as needed.
Most restrictive height and area used. (508.3.2)

Use to be Repair and storage of commercial motor vehicles. All fire areas to be less than 5,000 square feet (12-11-2025)

USE 311.2 Moderate-hazard storage, Group S-1.

[F] 903.2.9 Group S-1.
An *automatic sprinkler system* shall be provided throughout all buildings containing a Group S-1 occupancy where one of the following conditions exists:

1. A Group S-1 *fire area* exceeds 12,000 square feet (1115 m^2).
2. A Group S-1 *fire area* is located more than three stories above *grade plane*.
3. The combined area of all Group S-1 *fire areas* on all floors, including any mezzanines, exceeds 24,000 square feet (2230 m^2).
4. A Group S-1 *fire area* used for the storage of commercial motor vehicles where the *fire area* exceeds 5,000 square feet (464 m^2).

[F] 903.2.9.1 Repair garages.
An *automatic sprinkler system* shall be provided throughout all buildings used as repair garages in accordance with Section 406, as shown:

1. Buildings having two or more *stories above grade plane*, including basements, with a *fire area* containing a repair garage exceeding 10,000 square feet (929 m^2).
2. Buildings not more than one *story above grade plane*, with a *fire area* containing a repair garage exceeding 12,000 square feet (1115 m^2).
3. Buildings with repair garages servicing vehicles parked in basements.
4. A Group S-1 *fire area* used for the repair of commercial motor vehicles where the *fire area* exceeds 5,000 square feet (464 m^2).

TABLE 706.4
FIRE WALL FIRE-RESISTANCE RATINGS

GROUP	FIRE-RESISTANCE RATING (hours)
A, B, E, H-4, I, R-1, R-2, U	3[a]
F-1, H-3[b], H-5, M, **S-1**	**3**
H-1, H-2	4[b]
F-2, S-2, R-3, R-4	2

a. In Type II or V construction, walls shall be permitted to have a 2-hour fire-resistance rating.
b. For Group H-1, H-2 or H-3 buildings, also see Sections 415.7 and 415.8.

The building is less than 8,000 square feet

ADDRESS IDENTIFICATION:
Buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Characters shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches high and not less than 0.5 inch wide. They shall be installed on a contrasting background. When required by the fire official, address numbers shall be provided in additional approved locations. When access is by a private road and the building address cannot be view from the public way, a monument, pole or other approved sign shall be used to identify the structure. (502.1)

SITE DESCRIPTION: (506.3.2 and 202 FIRE SEPARATION DISTANCE)

The north side has a public way. Distance to public way = 60.0 ,width = 66.0
Length of perimeter facing the public way = 160.0 This side can be accessed from a street or approved fire lane.
The east side has a public way. Distance to public way = 60.0 ,width = 66.0
Length of perimeter facing the public way = 60.0 This side can be accessed from a street or approved fire lane.
The south side has an imaginary line between two buildings.(705.3) Distance to building = 25.0 ,the imaginary line = 12.5
Length of perimeter facing other building = 160.0 This side is not accessible from a street or approved fire lane.
The west side has a lot line. Distance to lot line = 65.0
Length of perimeter facing lot line = 60.0 This side can be accessed from a street or approved fire lane.
Perimeter of the entire building = 440.0 feet.
Perimeter which fronts a public way or accessible open space = 280.0 feet.
Weighted average of the width of public way or accessible open space = 30.0 feet. (506.3.2)
Allowable area increased 38.64% due to frontage. (506.3)

HEIGHT OF BUILDING:
Actual height of building = 24.00 ft Allowed building height = 40.00 ft The height is within the allowed height. (504.1 and Table 504.3)

BUILDING INTERIOR:
ALLOWABLE AREA AND HEIGHT:

FL	NAME	OCC	MAX FLR	AREA	ALLOWED	RATIO	STATUS
F1	Section 1	S1	1	1727	12477.27	0.14	OK
F1	Section 2	S1	1	1727	12477.27	0.14	OK
F1	Section 3	S1	1	4075	12477.27	0.33	OK
TOTAL FOR FLOOR				7529	12477.27	0.60	OK
BUILDING TOTAL				7529	12477.27	0.60	OK

Notes:
Allowable area is based on Table 506.2 and Section 506.
Allowable number of stories is based on Table 504.4 and Section 504
Allowed area increased 38.6% for frontage increase. (506.3)
NOTE: Storage areas were set to the major use occupancy group because these areas are accessory to the major use of the building. (311.1.1)

EXIT REQUIREMENTS:

FL	NAME OF AREA	NUMB OF OCC	MIN NUMB EXIT	MIN EXIT WDTH	PANIC HDWR	DOOR SWNG	CORRIDOR FIRE RATING	MAX TRVL DIST	NOTES
F1	Section 1	9	1	1.7	no	any	N/A	200	
F1	Section 2	9	1	1.7	no	any	N/A	200	
F1	Section 3	20	1	4.1	no	any	N/A	200	
	TOTAL 1st FLOOR	38	2	7.5	no	any	N/A	200	5

FOOTNOTES:
5. Number of exits from this floor is based on Section 1006.3.2

NOTES FOR EXIT TABLE:
Door swing is based on Section 1010.1.2
Occupant load is based on Section 1004 and Table 1004.5
Exit width is in inches and based on Sections 1005.3.1 and 1005.3.2
For the minimum width of stairways, see Section 1011.2.
Exits shall be continuous from the point of entry into the exit to the exit discharge. (1003.6)

DOOR SWING EXCECPTIONS:
Exception 5: Revolving doors complying with Section 1010.1.4.1
Exception 6: Horizontal sliding doors complying with Section 1010.1.4.3
Exception 7: Power-operated doors complying with Section 1010.1.4.2

EXIT WIDTH NOTES:
Exit width is in inches and based on Section 1005.2
Width shown for all areas is based on other egress components. (1005.3.2)
Width shown for 1st floor is based on other egress components. (1005.3.2)
Width shown for other floors & basements is based on stairways. (1005.3.1)
For the minimum width of doors, see Section 1010.1.1.

EGRESS CONTINUITY:
The path of egress travel along a means of egress shall not be interrupted by any building element other than a means of egress component. (1003.6)

EXIT SEPARATION:
In areas where 2 exits are required, the minimum separation is 1/2 of the maximum diagonal of the area or floor measured in a straight line between exits or exit access doorways. (1007.1.1)
Exception 1: Where interior exit stairways are interconnected by a 1-hour corridor, the separation shall be measured along the shortest direct travel within the corridor.
Multiple means of egress shall be sized such that the loss of any one means of egress shall not reduce the available capacity by more than 50 percent. (1005.5)

MEANS OF EGRESS ILLUMINATION:
1. The means of egress serving a room or space shall be illuminated at all times that the space or room is occupied. (1008.2)
2. The means of egress illumination shall not be less than 1 foot-candle at the walking surface level. (1008.2.1)
3. Illumination shall be provided along the path of travel for the exit discharge for each exit to the public way. (1008.2.3)
See exceptions
See section 1008.3 for emergency power requirements.

ADDITIONAL DOORS:
Where additional doors are provided for egress purposes, they shall conform to the requirements in Section 1010. (1010.1)

LANDINGS AT DOORS:
1. There shall be a floor or landing on each side of a door. (1010.1.5)
2. Such floor or landing shall be at the same elevation on each side of the door. (1010.1.5)
3. The floor or landing shall not be more than 1/2 inch lower than the threshold. (1010.1.7)
4. Landings shall have a width not less than the width of the stairway or width of the doorway, whichever is the greater.
Where a landing serves an occupant load of 50 or more, doors in any position shall not reduce the landing dimension to less than one half of the required width. The minimum length in the direction of exit travel is 44 inches. (1010.1.6)

5. The space between two doors in series shall be 48 inches plus the width of door swinging into the space. (1010.1.8)

BOLT LOCKS:
Manually operated flush bolts and surface bolts are not permitted. (1010.1.9.5)
Exception 3: Where a pair of doors serves an occupant load of less than 50, manually operated edge- or surface-mounted bolts are permitted on the inactive leaf. The inactive leaf shall contain no doorknobs, panic bars or similar operating hardware.
Exception 2: Where a pair of doors serves a storage or equipment room, manually operated edge- or surface-mounted bolts are permitted on the inactive leaf.
The unlatching of any door or leaf shall not require more than one operation. (1010.1.9.6)
Exception 2: Where manually operated bolt locks are permitted.
Exception 3: Doors with automatic flush bolts as permitted.

LOCKS AND LATCHES:
Egress doors shall be readily openable from the egress side without the use of a key or any special knowledge or effort. (1010.1.9)
Locks and latches shall be permitted to prevent operation where any of the following exists: (1010.1.9.4)
2. The main door or doors in Group B, F, M and S areas are permitted to be equipped with key operating locking devices from the egress side provided:
2.1 The locking device is readily distinguishable as locked.
2.2 A readily visible durable sign is posted on the egress
side stating: THIS DOOR TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED
3. Where egress doors are used in pairs, automatic flush bolts shall be permitted to be used, provided the door leaf having the automatic flush bolts has no doorknob or surface-mounted hardware.
5. Fire doors after the minimum elevated temperature has disabled the unlatching mechanism.

BUILDING ACCESSIBILITY:
Accessible entrances and accessibility within the building shall comply with Sections 1104 and 1105.
On floors where drinking fountains are provided, accessible drinking fountains shall be provided. No fewer than 2 drinking fountains shall be provided. One shall comply with the requirements for people in a
wheelchair and one for standing persons. (1109.5.1)

MINIMUM NUMBER OF PLUMBING FIXTURES: (2902.1)

FL	NAME OF AREA	NUMBER OCC	WATER CLOSETS MALE	WATER CLOSETS FEMALE	LAVATORIES MALE	LAVATORIES FEMALE	DRINKING FOUNTAINS
F1	Section 1	9	1	1	1	1	1
F1	Section 2	9	0	0	0	0	1
F1	Section 3	20	0	0	0	0	1
TOTAL for 1st FLOOR		38	1	1	1	1	1

Actual occupancy for plumbing fixtures is less than 25.

NOTES ON THE TOTAL NUMBER OF PLUMBING FIXTURES:
The number of fixtures for a floor may not match total number of fixtures per area.
1. Fixtures for accessory areas are not included in the floor total.
2. The number of fixtures for each area are rounded up to the next whole number. Floor totals are not rounded up until the floor total is obtained.
If the fixtures only serve an area, use number shown for each area.
If the fixtures serve an entire floor, use number shown for totals.

[P] 2902.2 Separate facilities.
Where plumbing fixtures are required, separate facilities shall be provided for each sex.
Exceptions:
2. Separate facilities shall not be required in structures or tenant spaces with a total *occupant load*, including both employees and customers, of 25 or less.

[P] 2902.3.3 Location of toilet facilities in occupancies other than malls.
In occupancies other than covered and open mall buildings, the required public and employee toilet facilities shall exceed a distance of 500 feet.

FIRE-RESISTANCE REQUIREMENTS:

FIRE-RESISTANCE RATING FOR EXTERIOR WALLS:
North Side:
Group S1 - Bearing walls = 0-hr Nonbearing walls = 0-hr rating on the inside. (705.5, Tables 601 & 602)

Projections extending beyond the exterior wall cannot extend closer to than 20 feet to the fire separation distance line. (Table 705.2)
No limit on unprotected openings. There is no limit on protected openings. (Table 705.8)
Combustible projections extending within 5 feet of the line used to determine the fire separation distance or located where openings are not permitted or where protection of openings are required shall be of at least 1-hour fire-resistive-rated construction, Type IV or fire-retardant-treated wood. (705.2.3)

East Side:
Group S1 - Bearing walls = 0-hr Nonbearing walls = 0-hr rating on the inside. (705.5, Tables 601 & 602)

Projections extending beyond the exterior wall cannot extend closer to than 20 feet to the fire separation distance line. (Table 705.2)
No limit on unprotected openings. There is no limit on protected openings. (Table 705.8)
Combustible projections extending within 5 feet of the line used to determine the fire separation distance or located where openings are not permitted or where protection of openings are required shall be of at least 1-hour fire-resistive-rated construction, Type IV or fire-retardant-treated wood. (705.2.3)

South Side:
Group S1 - Bearing walls = 0-hr Nonbearing walls = 0-hr rating on the inside. (705.5, Tables 601 & 602)

Projections extending beyond the exterior wall can extend 24 inches plus 8 inches for every foot of FSD beyond 3 feet or fraction thereof. (Table 705.2)
No limit on unprotected openings. There is no limit on protected openings. (Table 705.8)
Combustible projections extending within 5 feet of the line used to determine the fire separation distance or located where openings are not permitted or where protection of openings are required shall be of at least 1-hour fire-resistive-rated construction, Type IV or fire-retardant-treated wood. (705.2.3)

West Side:
Group S1 - Bearing walls = 0-hr Nonbearing walls = 0-hr rating on the inside. (705.5, Tables 601 & 602)

Projections extending beyond the exterior wall cannot extend closer to than 20 feet to the fire separation distance line. (Table 705.2)
No limit on unprotected openings. There is no limit on protected openings. (Table 705.8)
Combustible projections extending within 5 feet of the line used to determine the fire separation distance or located where openings are not permitted or where protection of openings are required shall be of at least 1-hour fire-resistive-rated construction, Type IV or fire-retardant-treated wood. (705.2.3)

FIRE-RESISTANCE RATING REQUIREMENTS:(Table 601 except as noted)
Exterior walls . Minimum fire resistance rating = FIRE-RESISTANCE RATING FOR EXTERIOR WALLS above
Primary structural frame may be of any material. Minimum fire resistance rating = 0 hour
Interior bearing wall may be of any material. Minimum fire resistance rating = 0 hour
Interior nonbearing wall may be of any material. Minimum fire resistance rating = 0 hour
Floor/ceiling assembly may be of any material. Minimum fire resistance rating = 0 hour
Parking surfaces shall be of concrete or similar noncombustible and nonabsorbent materials. Asphalt parking surfaces are permitted at ground level. (406.2.4)
Roof/ceiling assembly may be of any material. Minimum fire resistance rating = 0 hour
Stairs may be of any material. Minimum fire resistance rating = 0 hour

MARKING AND IDENTIFICATION:
Fire walls, fire barriers, fire partitions, smoke barriers and smoke partitions or any other wall required to have protected openings or penetrations shall be effectively and permanently identified. (703.7)
Identification shall be located in accessible concealed floor, floor-ceiling or attic spaces;
Be located within 15 feet of the end of each wall and at intervals not exceeding 30 feet; and
Suggested wording: 'FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS'

MARKING AND IDENTIFICATION:

Fire walls, fire barriers, fire partitions, smoke barriers and smoke partitions or any other wall required to have protected openings or penetrations shall be effectively and permanently identified. (703.7)
Identification shall be located in accessible concealed floor, floor-ceiling or attic spaces;
Be located within 15 feet of the end of each wall and at intervals not exceeding 30 feet; and
Suggested wording: 'FIRE AND/OR SMOKE BARRIER - PROTECT ALL OPENINGS'

FIRE PARTITIONS:
The following wall assemblies shall comply. (708.1)
Fire partitions shall have a fire-resistance rating of not less than 1-hour. (708.3)
See exceptions.
Fire partitions shall extend from the top of the foundation or floor/ceiling assembly below to the underside of the floor or roof sheathing, slab or deck above or to the fire-resistive-rated floor/ceiling or roof/ceiling assembly above. (708.4)
See exceptions.
The supporting construction shall be protected to afford the required fire-resistance rating of the wall supported, except for tenant and sleeping unit separation wall and corridor walls.
See exceptions.

A 1-hour fire-resistive rating is required for smoke barriers. (709.3)
Smoke barriers shall form an effective membrane continuous from outside wall to outside wall and from the top of the foundation or floor/ceiling assembly below to the underside of the floor or roof sheathing, deck or slab above, including continuity through concealed spaces. (710.4)
See Section 710.5 for opening requirements.

PENETRATIONS OF FIRE RESISTIVE ASSEMBLIES:
WALLS ASSEMBLIES:
Penetrations of walls shall comply Section 714.3.1.1 or 714.3.1.2.
FLOOR/CEILING AND ROOF/CEILING ASSEMBLIES:
Penetrations of floor/ceiling and roof/ceiling assemblies shall comply Section 714.4.1.1 or 714.4.1.2.
DUCTS AND AIR TRANSFER OPENINGS:
Where required. (717.5) , Fire walls (717.5.1), Fire barriers (717.5.2), Shaft enclosures (717.5.3), Fire partitions (717.5.4) and Smoke barriers (717.5.5)

REQUIRED SEPARATION OF OCCUPANCIES: (508.4.4 & Table 508.4)
Uses are not separated by fire barriers. The construction of the building is based on the most restrictive use. (508.3.3)

SEPARATION OF INCIDENTAL USE AREAS: (Table 509)
Furnace rooms where any piece of equipment is over 400,000 BTU per hour input = 1 hour
Rooms with any boiler over 15 psi and 10 horsepower = 1 hour
Refrigerant machinery rooms = 1 hour
Hydrogen cut-off rooms not classified as Group H = 1 hour
Incinerator rooms = 2 hours and an automatic sprinkler system is required

Stationary storage battery systems having an energy capacity greater than the threshold quantity specified in Table 1206.2 of the IFC. = 1 hour

SMOKE AND HEAT REMOVAL:

Areas containing high piled combustible storage require smoke and heat removal when required by Table 3206.2 of the IFC. Design to comply with Section 910.3.

ROOFING REQUIREMENTS:

1. The roofing on this building is required to be Class C or better. (Table 1505.1)

ROOF DRAINAGE:

Where the exterior wall construction extends above the roof in such a manner that water will be entrapped if the primary drains allow build up for any reason, secondary (emergency overflow) roof drains or scuppers shall be provided. (1502.2)

1. Secondary drains or scuppers shall be located and sized to prevent the weight ponding water from exceeding the design load of the roof.
2. See section 1611.1 for design load requirements.
3. Scuppers shall not have an opening dimension of less than 4 inches. (1502.3
4. See sections 1106 and 1108 of the Plumbing code for design requirements.

AUTOMATIC SPRINKLER SYSTEMS:

If openings are not provided in each 50 feet on at least one exterior wall or there is floor area more than 75 feet from an exterior opening, an automatic sprinkler system is required. Openings shall have a minimum dimension of 30 inches. There must be at least 20 sq.ft. of opening in every 50 lineal feet of wall or fraction thereof. The height of the bottom of the opening shall not exceed 44 inches measured from the floor. (903.2.11.1)

Buildings without automatic sprinklers is limited as follows:

1. Storage spaces.
    a. *The fire area* shall not exceed 12,000 square feet
2. Motor vehicle repair garages
    a. *The fire area* used for the repair of commercial motor vehicles shall not exceed 5,000 square feet
    b. *The fire area* used for the repair of non-commercial motor vehicles shall not exceed 12,000 square feet

TABLE 508.4 REQUIRED SEPARATION OF OCCUPANCIES (HOURS)

NS = Buildings not equipped throughout with an automatic sprinkler system installed in accordance with Section 903.3.1.1. Rating 2 Hours

PORTABLE FIRE EXTINGUISHERS:

Portable fire extinguishers are required. (906.1)
See Section 906.1 and Table 906.1 for location requirements.

See Section 906.3 for size and distribution requirements.

STANDPIPE AND HOSE SYSTEMS:

A standpipe system is not required. (905)

SMOKE AND HEAT REMOVAL:

Areas containing high piled combustible storage require smoke and heat removal when required by Table 3206.2 of the IFC. Design to comply with Section 910.3.

ACCESSIBLE FACILITIES:

Accessible water fountains shall comply with ICC/ANSI A117.1, see Section 602.
Toilet facilities shall comply with ICC/ANSI A117.1, see Sections 603 through 609.

ADDITIONAL TOILET REQUIREMENTS:

Customers, patrons and visitors shall be provided with public toilet facilities in spaces intended for public utilization. (2902.3)
The route to the public facilities shall not pass through kitchens, storage rooms or closets. (2902.3.1)
The path of travel to facilities shall not exceed a distance of 500 feet. (2902.3.2)
Directional signage indicating route to public facilities shall be posted. Such signage shall be located in a corridor or aisle at the entrance to the facilities. (2902.4.1)
Where a toilet is provided for use of multiple occupants, the egress door for the room shall not be lockable from the inside. (2902.3.5)
Where a building or tenant space requires a separate toilet facility for each sex and each toilet facility is required to have only one water closet,
two family/assisted-use toilet facilities shall be permitted to serve as required separate facilities. Toilet facilities shall not be required to
be identified for exclusive use by either sex. (2902.2.1)

LIGHT AND VENTILATION:

1. Every space intended for human occupancy shall be provided with natural light by means of exterior glazed openings or shall be provided with artificial light. (1204.1)
2. Buildings shall be provided with natural ventilation or mechanical ventilation per the International Mechanical Code. (1202.1)
3. Rooms containing bathtubs, showers, spas and similar bathing fixtures shall be mechanically ventilated. (1202.5.2.1)

Minnesota Mechanical Code

1. Ignition sources: Any equipment with an ignition source must be located a minimum of 18 inches above the floor.
2. CO and NO2 detection: Enclosed garages require both carbon monoxide and nitrogen dioxide detection devices to activate the ventilation system.

GLAZING REQUIREMENTS:

All glazing in hazardous locations is required to be of safety glazing material. (2406.1)

See Section 2406.4 for locations.

WALL AND CEILING FINISHES:

1. Wall and ceiling finish materials are required to comply with Sec. 803.13 and Table 803.13.
2. Textile wall and ceiling coverings shall have Class A flame spread index and shall be protected by automatic sprinklers or meet the criteria in Section 803.5, 803.6.
3. Expanded vinyl wall coverings shall comply with the requirements for textile wall and ceiling materials. (803.7)
4. Toilet room floors shall have a smooth, hard nonabsorbent surface that extends upward onto the walls at least 4 inches. (1209.2.1
5. Walls within 2 feet of urinals and water closets shall have a smooth, hard nonabsorbent surface, to a height of 4 feet above the floor. (1209.2.2)

CEILING HEIGHTS:

Occupiable spaces, habitable spaces and corridors shall have a ceiling height of not less than 7 feet 6 inches. Bathrooms, toilet rooms, kitchens, storage rooms and laundry rooms shall be permitted to have a ceiling height of not less than 7 feet. (1207.2)

INSULATION NOTES:

1. Insulating materials shall have a flame-spread rating of no more than 25 and a smoke developed index of not more than 450. (720.2) 'concealed installation' and Sec. 720.3 'exposed installation'

Foam plastic insulations are required to be protected. (2603)

Hello, I am seeking a CUP for my property to allow for automotive uses, specifically the auto repair use.

I am fine with there being stipulations, such as how many vehicles can be parked outside, limiting the vehicles parked outside to being un-damaged if there is not screening / coverage to hide them, requiring the businesses operating in the spaces to be either contractors working on their own vehicles or repair shops that pick up clients vehicles / have them dropped off due to there not being a waiting room within the spaces.

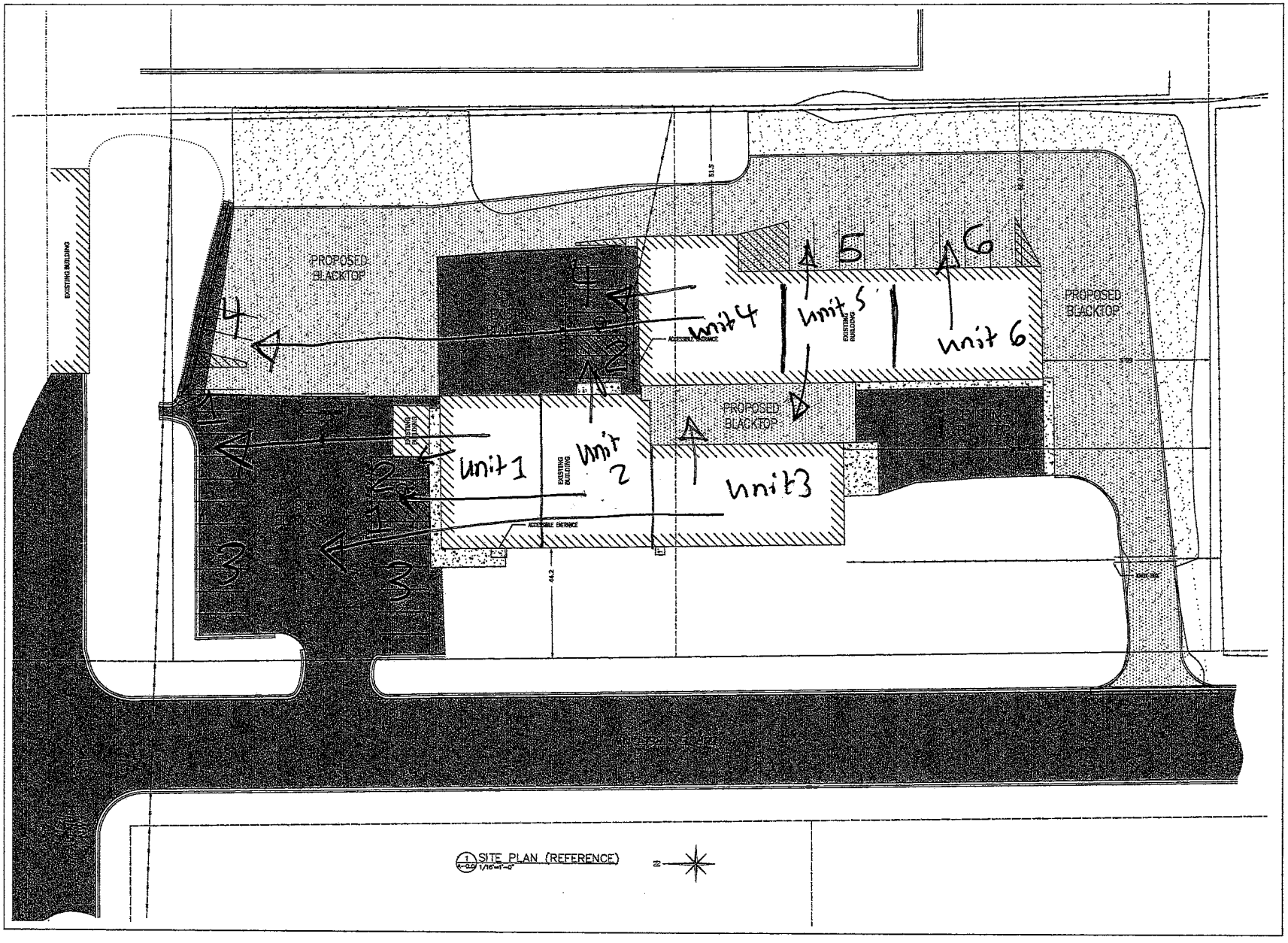
I would like to keep the appearance of the exterior of the property no different from if there were any other use taking place within the property.

In addition, in my lease that tenants sign it does actually detail parking limitations as well to avoid excess vehicles being at the property. I would also be willing to add additional limitations to the lease detailing the stipulations listed above.

Sincerely,

Josh Clark

Parking



El-Nagdy Architects

consultants

certification

REVISION 1 6/13/2025
REVISION 2 7/15/2025
REVISION 3 11/14/2025

revisions

project title

Title
Title
14047
AZURITE ST. NW
RAMSEY
MN,55303

SITE PLAN REFERENCE

A–0.0

CC Regular Session

Meeting Date:	02/10/2026
Primary Strategic Plan Initiative:	Create a positive image for residential neighborhoods, business districts and key corridors.

Title:

Adopt 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. Additional feedback was received by the City Council during the introduction of the ordinance on January 27, 2026. 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.

Both the clean and marked-up versions of the Animal Code Update have been revised slightly since the ordinance introduction to include minor changes as suggested by the City Attorney. Additionally, per City Council's feedback during the ordinance's introduction, the animal unit table was updated to reflect the number of animal head per acre for each animal type.

Notification:

A copy of the Ordinance is posted on the bulletin board in the lobby of City Hall, 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. Adopt the ordinance as introduced by City Council on January 27, 2026.
2. Adopt the ordinance with modifications the Council sees appropriate based on discussion.
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:

The City Council unanimously voted to introduce the Animal Code Update, with a modification to the animal unit table formatting, at their regular meeting on January 27th, 2026.

Outcome/Action:

Motion to Adopt Ordinance #26-02, Repealing and Replacing Chapter 10 for Animal Regulations.

Roll call vote.

Attachments

Ordinance #26-02

Attachment A: Proposed Chapter 10

Draft Animal Code - Marked-Up

Existing Animal Regulations - Chapter 10

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	02/05/2026 11:39 AM
Form Started By: Adam Martin		Started On: 02/02/2026 09:06 AM
Final Approval Date: 02/05/2026		

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:

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, inflicted substantial bodily harm on a human being on public or private property;

(2) Killed a domestic animal without provocation while off the owner's property;

(3) Been found to be potentially dangerous, and, after the owner has been given 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-venomous 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. The definition of owner shall also include the parents or guardians of a person under 18 years of age who owns, harbors, keeps or has custody of 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 fewer 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 vocalize similarly to roosters 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 and to prevent any unauthorized public access.

Structure means the definition in Chapter 106 of City Code.

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; venomous 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 principal use as defined in Chapter 106 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 units) 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. If a property is allotted a fraction of the allowable animal unit listed below for a given animal, that fraction shall not allow the property owner to obtain such animal. 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 Head***	***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 (2 per acre)	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 (4 per acre)	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 (25 per acre)	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 remove or destroy the colony.

(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 follow all requirements for dangerous dogs as stated in Minn. Stat. § 347.

(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, impoundment, and destruction.*

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.

c. Notwithstanding any conflicting section of state law, a dog may be destroyed in a proper and humane manner by the animal control authority if the dog behaves in any manner stated in Minn. Stat. § 347.56.

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.

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, inflicted 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 been given 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-venomous 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.~~ The definition of owner shall also include the parents or guardians of a person under 18 years of age who owns, harbors, keeps or has custody of an animal.

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~~ fewer 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 vocalize similarly to roosters 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 and to prevent any unauthorized public access.

Structure means the definition in Chapter 106 of City Code. ~~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; venomous 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 principal use as defined in Chapter 106 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 units) 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. If a property is allotted a fraction of the allowable animal unit listed below for a given animal, that fraction shall not allow the property owner to obtain such animal. ~~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 Head***	***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 (2 per acre)	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 (4 per acre)	~~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 (25 per acre)	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~~ remove or destroy 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 follow all requirements for dangerous dogs as stated in Minn. Stat. § 347. ~~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, 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 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, 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, impoundment, and destruction.*

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.

c. Notwithstanding any conflicting section of state law, a dog may be destroyed in a proper and humane manner by the animal control authority if the dog behaves in any manner stated in Minn. Stat. § 347.56.

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[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):

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[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: 02/10/2026

Primary Strategic Plan Initiative: Improve the safety and mobility of transportation corridors.

Title:

Adopt 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 complaint to the City Council Member was made on behalf of an entire neighborhood. The complainants stated that there 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.

From 2020 to 2025, the police department handled over 1000 noise complaints; of those, roughly 200 involved vehicle noise. Of those 200, 4 were about semi trucks using engine brakes, and 4 more were about general semi-truck noise.

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 believes that adopting the proposed ordinance amendment, and subsequent sign installation to educate drivers, will reduce noise disturbances in the area.
Staff recommends adoption of the proposed ordinance.

Outcome/Action:

Motion to Adopt Ordinance #26-01 amending Section 30-5.

Roll call vote.

Attachments

Ordinance #26-01

Form Review

Inbox	Reviewed By	Date
Brian Hagen	Brian Hagen	02/05/2026 11:40 AM
Form Started By: Katie Schmidt		Started On: 02/04/2026 11:32 AM
Final Approval Date: 02/05/2026		

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: