

### Board of Commissioners Agenda

15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

December 2, 2025 - 9 a.m.

**Council Chambers - Courthouse Room 300** 

#### **ROLL CALL**

#### PLEDGE OF ALLEGIANCE

#### LAND ACKNOWLEDGEMENT

1. Agenda of December 2, 2025 is Presented for Approval

2025-461

Sponsors: County Manager's Office

Approve the agenda of December 2, 2025.

2. Minutes from November 25, 2025 are Presented for Approval

2025-462

Sponsors: County Manager's Office

Approve the November 25, 2025 Minutes.

#### **ADMINISTRATIVE ITEMS**

3. Gift Acceptance for the 2025 Commissioner Travel Expenses

2025-474

Sponsors: Board of Commissioners

Accept the monetary gift of the approximate total amount of \$5069.66 for 2025 travel related expenses for Commissioner Garrison McMurtrey and Commissioner Rena Moran.

4. Property Tax Abatements

2025-489

Sponsors: County Assessor's Office

Approve the property tax abatements, and any penalty and interest, with a reduction of \$10,000 or more for:

- 06-28-22-21-0006, 489 St Peter Street, Saint Paul, MN
- 06-28-22-21-0007, 485 St Peter Street, Saint Paul, MN
- 5. Ramsey County Economic Development Authority Implementation

2025-491

Sponsors: Community & Economic Development

- 1. Create the Ramsey County Economic Development Authority.
- 2. Direct the Chief Clerk to execute the certificate and file a copy with the Minnesota Secretary of State.

### 6. Agreement with Hennepin County for CEO Next Business Institute and CEO Now Programming

2025-504

Sponsors: Community & Economic Development

- 1. Authorize the County Manager to execut an agreement with Hennepin County for CEO Next Business Institute and CEO Now Programming for the period of December 2025 through December 2026 in accordance with the rates established in the agreement.
- 2. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures in a form approved by the County Attorney's Office.
- 3. Authorize the County Manager to establish a project budget of \$95,000 for the and CEO Now Programming in the Community and Economic Development budget.

#### 7. Appointment to the Workforce Innovation Board of Ramsey County

2025-451

Sponsors: Workforce Solutions

Appoint the following individual to serve on the Workforce Innovation Board of Ramsey County for a term beginning December 2, 2025, and ending July 31, 2027:

Sharon Blomgren Education

#### 8. Appointments to the Ramsey County Library Advisory Board

2025-486

Sponsors: Library

Appoint the following individuals to the Ramsey County Library Advisory Board for a three-year term beginning January 1, 2026 through December 31, 2028.

- 1. Marissa Kirbey-Stofferahn
- 2. Kami Miller
- 3. Andrea West

### 9. Memorandum of Understanding, and Perpetual and Temporary Construction Easements with the City of Saint Paul for 402 University Avenue East Road Improvements

2025-493

Sponsors: Property Management

- 1. Approve the easements and memorandum of understanding with the city of Saint Paul, 15 West Kellogg Blvd., Saint Paul, MN 55102, for a perpetual right-of-way, sidewalk, drainage and utility easement, and temporary construction easement, at 402 University Avenue East. for an amount of \$35,000.
- 2. Authorize the Chair and Chief Clerk to execute the easements and memorandum of understanding.

#### 10. Sale of Vacant Lot to Capital Real Estate Inc.

2025-497

Sponsors: Property Management, Public Works

- 1. Approve the sale of and purchase agreement with Capital Real Estate, Inc., 7650 Edinborough Way, Suite 200, Edina, MN 55435, for the disposition of Parcel #363023410006, in the amount of \$57,510.
- 2. Authorize the County Manager to approve and execute settlements, closing documents,

and other related real estate documentation associated with the disposition of Parcel #363023410006, in a form approved by the Ramsey County Attorney's Office.

3. Authorize the County Manager to execute amendments that do not have a financial impact on the disposition of Parcel #363023410006.

### 11. Right of Entry Agreement and Amendment to Existing Permanent Easement with Xcel Energy for Battle Creek Regional Park

2025-490

Sponsors: Parks & Recreation

- 1. Approve a Right of Entry Agreement with the Northern States Power Company, d/b/a Xcel Energy located at 414 Nicolette Mall, Minneapolis, MN 55401 for the Pig's Eye section of Battle Creek Regional Park to maintain its existing infrastructure.
- 2. Approve the Temporary Construction easement with Xcel Energy for the proposed construction project.
- 3. Authorize the Chair and Chief Clerk to execute the temporary construction easement.
- 4. Approve the amendment of the permanent easement for the Xcel Energy infrastructure maintenance.
- Authorize the County Manager to enter into agreements and amendments in accordance with the county's procurement policies and procedures, provided the amounts are consistent with compensation requirements within the compensation section of the Right of Entry Agreement.
- 6. Authorize the County Manager to accept compensation funds from Xcel Energy to be given to the Parks & Recreation department to complete work identified within the compensation section of the Right of Entry Agreement.
- 7. Authorize the County Manager to establish a project budget of \$\$66,108 for Pig's Eye Restoration in the Parks budget.

#### 12. Use of Solid Waste Fund for Seven County-Operated Yard Waste Sites

2025-465

Sponsors: Public Health

Authorize the County Manager to establish a project budget of \$4,000,000 for the Capital Improvements at the County Yard Waste sites in the Solid Waste Fund.

#### 13. Use of Solid Waste Fund for Capital Equipment Purchase

2025-466

Sponsors: Public Health

Authorize the County Manager to establish a project budget of \$2,000,000 in the Solid Waste Fund for wood processing equipment.

#### 14. Social Services Department Annual Authority for Procurement Requests

2025-481

Sponsors: Social Services

Authorize the County Manager, subject to review by the County Attorney's Office and Finance to do the following:

1. Enter into the following expenditure agreements without solicitation through December 31, 2026, and execute future amendments to the agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the budget for the services listed below:

- A. Contracts in which the county currently provides services and receives payments from external sources, such as health plans, the Courts, other counties, and other parties, including payments for services already provided.
- B. Community support programs, culturally specific African American community support programs and culturally specific American Indian / Indigenous community support programs if there is an urgent need for specific services for a target population that was not previously identified through a prior competitive solicitation process.
- C. Providers of psychiatric, psychosexual, and psychological services; to conduct evaluations, consultations, therapy and treatment, as long as funds are available, the need exceeds the supply of providers, and the providers are registered or licensed.
- D. Providers when the Minnesota Department of Human Services or the Minnesota Department of Children, Youth and Families has issued the solicitation for an existing service in the county and selected the contractor or when the Minnesota Department of Human Services has approved the contractor through a certification process.
- E. Providers of foster care emergency shelter, respite care, and emergency shelter; as long as funds are available, the need exceeds the supply of providers, and the providers are registered or licensed.
- F. Providers of adult day services, individualized home support services, prevocational services, day support services, employment services, and semi-independent living skills services, when that service has been selected by the consumer, or his or her guardian, in accordance with Minnesota Statutes, section 256B.49.
- G. Providers of out-of-state residential treatment for children, as long as funds are available, no in- state treatment provider can be identified that meets the needs of the children to be placed, the selected provider is licensed by a state authority and accredited by the Joint Commission, the Commission on Accreditation of Rehabilitation Facilities, or the Council on Accreditation.
- H. Medical directors for Social Services detoxification services, the Mental Health Center, and for Social Services in county correctional programs, as long as funds are available, the need exceeds the supply of providers, and the providers are licensed.
- I. Providers of intensive residential treatment services when the Minnesota Department of Human Services has approved the contractor through a certification process.
- J. Providers of accreditation training services for mental health professionals in accordance with Certified Community Behavioral Health Clinic requirements.
- K. Culturally specific liaisons to prevent education neglect and child protection involvement, culturally specific services for American Indian families involved in child protection, culturally specific services to prevent out of home placement,

culturally specific guardianship and culturally specific parent mentoring by peers if there is an urgent need for specific services for a target population that was not previously identified through a prior competitive solicitation process.

2. Approve actions deemed necessary for the orderly administration of expenditure agreements through December 31, 2026:

A. Acceptance of supplementary awards or rate adjustments the county may receive from funding sources other than county levy; and execute amendments with funders and contractors.

### 15. Community Corrections Department Annual Authority for Procurement Requests

2025-475

**Sponsors: Community Corrections** 

Authorize the County Manager, subject to review by the County Attorney's Office and the Finance Department, to do the following:

- Enter into the following expenditure agreements without solicitation through December 31, 2026, and execute future amendments to the agreements and contracts in accordance with the county's procurement policies and procedures, provided the amounts are within the budget for the services listed below:
  - A. Contracts in which the county currently provides services and receives payments from external sources, such as health plans, the Courts, other counties, and other parties, including payments for services already provided.
  - B. Community support programs, culturally specific African American community support programs and culturally specific American Indian / Indigenous community support programs if there is an urgent need for specific services for a target population that was not previously identified through a prior competitive solicitation process.
  - C. Providers of psychiatric, psychosexual, and psychological services; to conduct evaluations, consultations, therapy, and treatment, as long as the need exceeds the supply of providers, and the providers are registered or licensed.
- 2. Approve actions deemed necessary for the orderly administration of expenditure agreements through December 31, 2026:
  - A. Acceptance of supplementary awards or rate adjustments the county may receive from funding sources other than county levy; and approve related county budget adjustments and execute amendments with funders and contractors.

#### 16. Financial Assistance Services Annual Authority for Procurement Requests 20

2025-495

Sponsors: Financial Assistance Services

Authorize the County Manager, subject to review by the County Attorney's Office and Finance to do the following:

1. Enter into the following expenditure agreements without solicitation through December 31, 2026, and execute future amendments to the agreements in accordance with the county's procurement policies and procedures, provided the amounts are within

the budget for the services listed below:

- A. Contracts in which the county currently provides services and receives payments from external sources, such as health plans, the Courts, other counties, and other parties, including payments for services already provided.
- B. Community support programs, culturally specific African American community support programs and culturally specific American Indian / Indigenous community support programs if there is an urgent need for specific services for a target population that was not previously identified through a prior competitive solicitation process.
- C. Providers when the Minnesota Department of Human Services or the Minnesota Department of Children, Youth and Families has issued the solicitation for an existing service in the county and selected the contractor or when the Minnesota Department of Human Services has approved the contractor through a certification process.
- 2. Approve actions deemed necessary for the orderly administration of expenditure agreements through December 31, 2026:

A. Acceptance of supplementary awards or rate adjustments the county may receive from funding sources other than county levy; and execute amendments with funders and contractors.

#### 17. 2025 Budget Adjustment for the Ramsey County Sheriff's Office

2025-499

Sponsors: Sheriff's Office

- 1. Authorize the County Manager to transfer up to \$1,500,000 from the 2025 General Contingent Account to the Sheriff's Office 2025 operating budget for increased overtime costs associated with the Adult Detention Center and other personnel services deficits.
- 2. Authorize the County Manager to transfer up to \$2,400,000 from the general fund fund balance to the Sheriff's Office 2025 operating budget for increased overtime costs associated with the Adult Detention Center.

#### **PROCLAMATION**

18. Proclamation: Johanna Berg's Retirement

<u> 2025-487</u>

Sponsors: County Manager's Office

**COUNTY CONNECTIONS** 

**OUTSIDE BOARD AND COMMITTEE REPORTS** 

**BOARD CHAIR UPDATE** 

**ADJOURNMENT** 

#### Following County Board Meeting:

Housing and Redevelopment Authority Meeting Council Chambers – Courthouse Room 300 10:15 a.m. (est.)

Closed Meeting \*Closed to the Public\*
Re: Kirchman v. Ramsey County
Courthouse Room 220, Large Conference Room
10:30 a.m. (est.)

Metro Bus Rapid Transit Media Event Union Depot, 216 4th Street East, Saint Paul Waiting Room, First Floor 12:00 p.m.

Board Workshop: Project Bridge Courthouse Room 220, Large Conference Room Public access via Zoom:

Webinar ID: 954 0086 3719 | Passcode: 865916 | Phone: 651-372-8299 1:30 p.m.

#### Advance Notice:

Dec. 09, 2025 No county board meeting – Association of Minnesota Counties Annual Conference

Dec. 16, 2025 County board meeting – Council Chambers Dec. 23, 2025 No county board meeting – No Meeting

Dec. 30, 2025 No county board meeting – 5th Tuesday



15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

**Item Number:** 2025-461 **Meeting Date:** 12/2/2025

Sponsor: County Manager's Office

**Title** 

Agenda of December 2, 2025 is Presented for Approval

Recommendation

Approve the agenda of December 2, 2025.



15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

**Item Number**: 2025-462 **Meeting Date**: 12/2/2025

Sponsor: County Manager's Office

**Title** 

Minutes from November 25, 2025 are Presented for Approval

Recommendation

Approve the November 25, 2025 Minutes.

#### **Attachments**

1. November 25, 2025 Minutes

RAMSEY COUNTY

### **Board of Commissioners Minutes**

15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

November 25, 2025 - 9 a.m.

**Council Chambers - Courthouse Room 300** 

The Ramsey County Board of Commissioners met in regular session at 9:01 a.m. with the following members present: Jebens-Singh, McGuire, Miller, Moran, Xiong and Chair Ortega. Commissioner McMurtrey joined the board meeting remotely pursuant to Minnesota Statutes 13D.02, Subdivision 2. Also present were Ling Becker, County Manager, and Stacey D'Andrea, Assistant County Attorney, Ramsey County Attorney's Office.

#### **ROLL CALL**

Present: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

#### PLEDGE OF ALLEGIANCE

#### LAND ACKNOWLEDGEMENT

Presented by Commissioner Jebens-Singh

**1.** Agenda of November 25, 2025 is Presented for Approval

2025-500

Sponsors: County Manager's Office

Approve the agenda of November 25, 2025.

Motion by McGuire, seconded by Miller. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

2. Minutes from November 18, 2025 are Presented for Approval

2025-501

Sponsors: County Manager's Office

Approve the November 18, 2025 Minutes.

Motion by Miller, seconded by Jebens-Singh. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

#### **ADMINISTRATIVE ITEMS**

**3.** 2026-2030 Transportation Improvement Program

<u>2025-482</u>

Sponsors: Public Works

- 1. Adopt the 2026-2030 Public Works Transportation Improvement Program.
- 2. Authorize the County Engineer to prepare plans and agreements for all projects identified in the Transportation Improvement Program and to issue solicitations in accordance with County policies and procedures and the Minnesota Department of Transportation's list of "Pre-Qualified Vendors by Work Type."
- 3. Authorize the County Surveyor to execute Right of Way Plats and Certificate of Surveys for projects in the 2026-2030 Public Works Transportation Improvement Program, or previously approved Transportation Improvement Program, that require the

- determination of existing right of way for the delineation and /or acquisition of property interest.
- 4. Authorize the County Manager to enter into agreements and execute change orders and amendments to agreements, supplemental agreements, and agreements related to the expenditure of Transportation Improvement Program Project Funds utilizing County State Aid, Federal, State, and participating funding associated with the construction of the approved projects in the 2026-2030 or a previously approved Transportation Improvement Program in accordance with the county's procurement policies and procedures.
- 5. Authorize the County Engineer and County Attorney to acquire temporary easements, permanent easements, fee title, enter into Limited Use Permits with the State of Minnesota, and complete the disposition of excess County properties for projects in the 2026-2030 Public Works Transportation Improvement Program, or previously approved Transportation Improvement Program, by negotiation or condemnation.
- 6. Authorize the County Engineer to approve negotiated settlements for up to \$100,000 over Ramsey County's appraised value per parcel for temporary and permanent easements and fee title.
- 7. Authorize the County Manager to approve and execute purchase agreements, settlements, closing documents, Limited Use Permits, and other related real estate documentation associated with Ramsey County Board approved acquisitions of real property.
- 8. Authorize the County Manager to approve and execute cooperative agreements and maintenance agreements with cities, counties, the state, and other governmental agencies for their participation in projects listed in the 2026-2030 Public Works Transportation Improvement Program or previously approved Transportation Improvement Program.
- 9. Authorize the County Manager to make temporary transfers, as needed, from the County General Fund to Public Works to cover expenses related to the TIP until funds are received from bonds, Wheelage Tax proceeds, County State Aid Highway, Federal, or State Participating funds. Repayment is to be made upon receipt of the funds.
- 10. Authorize the County Engineer to submit grant applications for state and federal funding for projects listed in the 2026-2030 Public Works Transportation Improvement Program.
- 11. Authorize the County Manager to accept grants and execute grant agreements, agreeing to the grant terms and conditions for the grant award. For grants that so require, Ramsey County agrees to be responsible for any additional amount by which the cost exceeds the county's construction cost estimate and will return to the grantor any grant amount appropriated for the project but not utilized under the terms of the grant agreement.
- 12. Authorize the County Manager or designee to provide statements of support to county constituent cities for grant applications being pursued by the cities.
- 13. Approve the transfer of \$15,300,000 from the Ramsey County Regional Railroad Authority Tax Levy fund balance to the 2026 Ramsey County Regional Railroad Authority operating budget to be used to fund the 2026 Transportation Improvement Program projects identified to be funded by Ramsey County Regional Railroad Authority funds.
- 14. Approve the transfer of \$32,680,000 from the Local Option Sales Tax fund balance to the Administrative operating budget to be used to fund the 2026 Transportation Improvement Program projects identified to be funded by Local Option Sales Tax funds.
- 15. Authorize the County Manager to establish project budgets for projects within the Transportation Improvement Program. Authorize Public Works to transfer funds between these respective projects as needed.

Discussion can be found on archived video.

Motion by Xiong, seconded by McGuire. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: B2025-218

#### **PRESENTATION**

4. Presentation: Wood Waste Management Plan 2025-463

Sponsors: Public Health

None. For information and discussion only.

Presented by Daniel Schmidt, Division Manager, Public Health. Discussion can be found on archived video.

#### **COUNTY CONNECTIONS**

None.

#### **OUTSIDE BOARD AND COMMITTEE REPORTS**

Discussion can be found on archived video.

#### **BOARD CHAIR UPDATE**

Presented by Chair Ortega. Discussion can be found on archived video.

#### **ADJOURNMENT**

Chair Ortega declared the meeting adjourned at 10:26 a.m.

#### **CLOSED MEETING**

Pursuant to Minnesota Statutes § 13D.05 subdivision 3(d) in order to discuss cybersecurity updates, the Ramsey County Board met in a closed meeting, which is not open to the public.

In Re Cybersecurity Updates.

The Closed Meeting was called to order at 12:08 p.m.

Present: Commissioners Jebens-Singh, Miller, Moran, Xiong and Chair Ortega. Commissioner McMurtrey joined the board meeting remotely pursuant to Minnesota Statutes 13D.02, Subdivision 2.

Also present: Ling Becker, County Manager; Stacey D'Andrea, Assistant County Attorney, Office of the Ramsey County Attorney; Chetan Ganatra, Chief Information Officer, Information Services; Teal Girgen, Manager, Information Services; Alex Kotze, Chief Financial Officer, Finance; Jason Yang, Chief Clerk, County Manager's Office.

The closed meeting was adjourned at 1:17 p.m.



15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

Item Number: 2025-474 Meeting Date: 12/2/2025 **Sponsor:** Board of Commissioners Title Gift Acceptance for the 2025 Commissioner Travel Expenses Recommendation Accept the monetary gift of the approximate total amount of \$5069.66 for 2025 travel related expenses for Commissioner Garrison McMurtrey and Commissioner Rena Moran. **Background and Rationale** Commissioners are often invited to attend conferences that require travel by other organizations with the aim to advance understanding of specific issues and provide opportunities for strategic networking on behalf of the county. In 2025 two commissioners participated in such trips and they are listed below. This is for travel unrelated to direct county board assignments and affiliations. What was Covered Commissioner Total Funding Organization Commissioner \$2,863.01 Global Philanthropy Airfare Partnership in collaboration McMurtrey with TransitCenter, the McKnight Foundation, and other philanthropic institutions Commissioner \$1,412.85 National Foundations for Airfare, lodging Women Legislators Moran Youth Law Center \$793.80 Lodging Total: \$5,069.66 **County Goals** (Check those advanced by Action) ☐ Well-being ☐ Prosperity ☐ Opportunity □ Accountability Racial Equity Impact Racial equity is part of all the work that commissioners do every day as they advance the Counties vision, mission, and goals both locally and nationally. Several of the conferences had specific sessions and opportunities for commissioners to learn about the impact of race as it pertains to the work of the County. **Community Participation Level and Impact** Participating in these events allows for commissioners to hear from others either locally or nationally around critical issue for Ramsey County. ☑ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

**Item Number:** 2025-474 **Meeting Date:** 12/2/2025

#### **Fiscal Impact**

The above listed costs were gifted by outside agencies therefore had no financial impact to the county. All trips were by invite and were pre-planned. Commissioners balance their existing responsibilities to ensure there are no negative impacts to their daily work.

#### **Last Previous Action**

On December 17, 2024, the Ramsey County Board approved the Gift Acceptance for the 2024 Commissioner Travel Expenses (Resolution B2024-280).

#### **Attachments**

None.



15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

<b>Item Number:</b> 2025-489 <b>Meeting Date:</b> 12/2/2025	em Number: 2025-489	<b>Meeting Date:</b> 12/2/2025
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Sponsor: County Assessor's Office

Title

**Property Tax Abatements** 

#### Recommendation

Approve the property tax abatements, and any penalty and interest, with a reduction of \$10,000 or more for:

- 06-28-22-21-0006, 489 St Peter Street, Saint Paul, MN
- 06-28-22-21-0007, 485 St Peter Street, Saint Paul, MN

#### **Background and Rationale**

The Ramsey County Assessor's department estimates market value and determines property classification, striving to provide an accurate and equitable property assessment. Standards are established to ensure that Ramsey County property owners are provided easy access to the abatement process. Staff who administer abatements follow the strict guidelines described in statute and county administrative code. These staff are available to serve customers by request and can describe the abatement process when providing various appraisal related services. Abatements correcting value and/or classification attempt to ensure that owners are not paying higher taxes than a property is worth, and as a result, reduces the financial burden.

In compliance with Minnesota Statutes, Section 375.192, subdivision 2, and directed by County Board Resolution B2019-301, abatements over a \$10,000 reduction of tax must be approved by the Ramsey County Board. These abatements have been reviewed and approved by the County Assessor and the County Auditor. According to Minnesota Statutes, Section 375.192, the Ramsey County Board may consider and grant a reduction or abatement on applications only as they relate to taxes payable in the current year and two prior years provided that the reductions or abatements for the two prior years shall be considered or granted only for (1) clerical error, or (2) when the taxpayer fails to file for a reduction or adjustment due to hardship, as determined by the Ramsey County Board. The department policy is that a clerical error is one that does not involve judgment, but which may involve the failure of a governmental entity to perform a ministerial act relating to the assessment of property.

For abatements over a \$10,000 reduction of tax, penalty and interest combined, notice must be submitted to the school board and municipality in which the property is located. These abatements have met these requirements. The County Assessor and County Auditor recommend that the Ramsey County Board approve these abatements.

County Goals (Check th	ose advanced by Action)		
☐ Well-being	☑ Prosperity	☐ Opportunity	□ Accountability

#### **Racial Equity Impact**

Language, racial or cultural issues can create barriers to access and/or to understand the abatement process. The department has allowed for property reviews to be completed by phone or email if all the necessary supportive information is provided by mail or electronically when requested. This allows for more flexibility in the service delivery for property owners who are unable to be present at their property during working hours,

tem Number: 2025-489	<b>Meeting Date:</b> 12/2/2025
thus resulting in a more accurate assessment and less abatements duregarding abatements can be found on Ramsey County's website, whe County Assessor's department also has bilingual staff who are avaconcerns from Hmong and Spanish speaking customers.	ich can be viewed in multiple languages.
Community Participation Level and Impact  There is no community engagement involved with this request for boa  ☑ Inform ☐ Consult ☐ Involve ☐ Collabo	
Fiscal Impact Abatements result in a reduction in property tax revenue for Ramsey (county budgets for an uncollectable amount of property tax levy each overall county budget is anticipated with this action. The reduction in toproperty qualifying for tax abatement is \$24,372.	year, so no negative impact to the
Last Previous Action	

On December 17, 2019, the Ramsey County Board approved a policy establishing the delegation of authority to the County Auditor/Treasurer of abatements less than \$10,000 (Resolution B2019-301).

#### **Attachments**

1. December 2, 2025 County Board List\_PTA



#### Abatements over \$10,000 for County Board consideration in December 2025

Board Meeting Date: December 2, 2025

ATEMENT NUMBER/ TYPE	OWNER/MAILING ADDRESS	CMR DIST*	PIN/PROPERTY ADDRESS	TAX PAY YEAR	PRESENT TAXABLE VALUE/ CLASS	RECOMMENDED NEW TAXABLE VALUE/ CLASS	CHANGE IN TAXABLE VALUE/ CLASS	ACTUAL REDUCTION IN TAX DOLLARS	REASON FOR REDUCTION
AT25-6083 / CORRECTIVE ABATEMENT	ASSUMPTION PROPERTIES LLC 51 7 <sup>TH</sup> STREET W SAINT PAUL, MN 55102- 1117	5	06-28-22-21-0006 / 489 ST PETER ST, SAINT PAUL, MN 55102	2025	\$ 408,000 / 3A Commercial	\$ 408,000 / 5E Exempt	(\$0) 5E Exempt	(\$12,408)	This abatement corrects a clerical error that misclassified the property as commercial instead of exempt. Despite a timely application, the change was not processed before the tax extension deadline. This abatement corrects the classification to 100% exempt.
AT25-6084 / CORRECTIVE ABATEMENT	ASSUMPTION PROPERTIES LLC 51 7 <sup>TH</sup> STREET W SAINT PAUL, MN 55102- 1117	5	06-28-22-21-0007 / 485 ST PETER ST, SAINT PAUL, MN 55102	2025	\$ 341,300 / 3A Commercial	\$ 341,300 / 5E Exempt	(\$0) 5E Exempt	(\$11,964)	This abatement corrects a clerical error that misclassified the property as commercial instead of exempt. Despite a timely application, the change was not processed before the tax extension deadline. This abatement corrects the classification to 100% exempt.
							GRAND TOTAL	<u>(\$24,372)</u>	

90 Plato Blvd. West Saint Paul, MN 55107 Phone: (651) 266-2131 www.co.ramsey.mn.us



15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

**Item Number:** 2025-491 **Meeting Date:** 12/2/2025

**Sponsor:** Community & Economic Development

#### Title

Ramsey County Economic Development Authority Implementation

#### Recommendation

- 1. Create the Ramsey County Economic Development Authority.
- 2. Direct the Chief Clerk to execute the certificate and file a copy with the Minnesota Secretary of State.

#### **Background and Rationale**

In furthering the implementation of the goals, strategies and recommended actions identified in the 2019 Economic Competitiveness & Inclusion (ECI) Plan, Ramsey County sought flexibility in the use of Housing and Redevelopment Authority (HRA) levy funding to support small business and entrepreneurship programming. Ramsey County sought a statutory change through the Minnesota Legislature during the 2024 and 2025 Legislative sessions. Ramsey County was successful in obtaining the legislative approval in 2025.

The legislation was comprised of two parts: (1) the creation of the Ramsey County Economic Development Authority (EDA); (2) the expansion of the eligibility of uses for Housing and Redevelopment Authority levy funding to allow for programming that supports small businesses and entrepreneurs.

The legislation is explicit in that the Ramsey County EDA does not have tax levy authority; this is intentional as the EDA will only receive and spend funding from the existing HRA levy and requires cities within Ramsey County HRA's area of operation to provide a resolution of support for this expanded use of HRA funding. Cities who choose not to opt-in to this expanded use of eligibility will continue to retain current programmatic uses of HRA funding, e.g. investments in affordable housing infrastructure, Emerging and Diverse Developers, First Home downpayment assistance, Critical Corridors, Site Assessment Grants, etc.

This board action is the first of several steps to formally establish and implement the EDA. The first step required under Minnesota Statute 645.021 (Special Laws) is the Ramsey County Board, by a majority vote, approve the creation of the EDA prior to the beginning of the next legislative session. The Chief Clerk must file with the Secretary of State a Certificate "stating the essential facts necessary to valid Board Approval which must include a copy of the resolution of approval." This step is necessary so that the law is not deemed "disapproved" by the State due to missing the Statute's mandatory time limit for Board approval. Additional steps that must be taken are the appointment of sitting commissioners, revising the area of EDA/HRA operation, and revisions to the Administrative Code to reflect a new entity. These steps are necessary, however, may be undertaken after Board approval and filing of the Certificate with the Secretary of State.

In 2025, the state legislature passed a law to allow this establishment, specific to Ramsey County. The Ramsey County EDA will not have tax levy authority; this is intentional as the EDA will only receive and spend funding from the existing HRA levy. This allows additional flexibility of funding from the HRA levy, which is limited by statute to spending on affordable housing and redevelopment purposes only. This board action is the first of multiple steps to establish and implement the EDA.

Item Number: 2025-491	<b>Meeting Date:</b> 12/2/2025
County Goals (Check those advanced by Action)  ☐ Well-being ☑ Prosperity ☑ Opportunity	☑ Accountability
Racial Equity Impact As it was stated in the ECI Plan, the secret to Ramsey County's grow unique: a place as rich in cultural vitality as it is rich in economic opportunity competitiveness imperative for the county.	
The ECI Plan outlined several strategies and recommended actions to economically competitive community. While Ramsey County has active goals established in the ECI Plan, the limitations of funding have pits commitment to the economic inclusion of all residents with specific communities. Implementing EDA powers will lead to increased investive retention and growth of small businesses, pathways to entrepreneurs Indigenous business owners, and will attract and grow high-wage independency owned businesses are growing: Black, Latinx, Asian, and 3.5 times the rate of all Minnesota companies in 2014-2015. However, geographies in the GreaterMSP region. While issues that contribute to numerous and multifaceted, a widening undercapitalization in of minoteconomic growth, causing the county to miss out on the economic containx, Asian, and Indigenous business enterprises. The ECI Plan fur owned Black, Latinx, Asian, and Indigenous people has the ability to and close wage disparities across racial lines that are also contributing competitiveness and creating unnecessary housing burdens for individual competitiveness and creating unnecessary housing burdens for individual competitiveness.	evely pursued opportunities to advance or evented the county from fully acting on attention previously underserved ment and support of businesses, hip for Black, Latinx, Asian, and ustries. Black, Latinx, Asian, and Indigenous owned businesses grew at r, growth in Ramsey County lags other to the county's lagging rates are rity business enterprises is stifling overall intribution of approximately 500 Black, ther noted that adding 500 businesses create 6,690 new jobs in Ramsey County g to the softening of regional
Community Participation Level and Impact This action is informed by the 2019 ECI Plan, which was developed w community members, and stakeholders over an 18-month period. Thi county's progress to activating the EDA powers. Once established, ci allowing further local participation.	s action serves to inform residents of the
☐ Involve ☐ Collaboration ☐ Involve ☐ Collaboration	orate
<b>Fiscal Impact</b> This action has no fiscal impact. By statute, the Ramsey County EDA	will have no taxing authority.
Expansion to include EDA powers, as described by state statute, will HRA levy funding for purposes of small business support and enhance plans are to allocate \$1.5 - \$2 million yearly from the existing Housing towards business programming. The majority of HRA Levy funding wand redevelopment purposes.	ed business programming. Tentative g and Redevelopment Authority levy
The adoption of EDA powers will not affect taxation because the auth legislature in 2025 omits the typical EDA taxation authority. By design ability and expands only the possible spending without adding taxatio on taxing and spending.	, this retains the current HRA tax levy
Last Previous Action None.	
Attachments	

Item Number: 2025-491 **Meeting Date:** 12/2/2025

1. Minnesota Secretary of State Certificate of Approval of Special Law by Governing Body

#### CERTIFICATE OF APPROVAL OF SPECIAL LAW BY GOVERNING BODY

Pursuant to Minnesota Statutes, 645.02 and 645.021

### STATE OF MINNESOTA County of \_\_\_\_ TO THE SECRETARY OF STATE OF MINNESOTA: PLEASE TAKE NOTICE, That the undersigned chief clerical officer of the DOES HEREBY CERTIFY, that in compliance with the provisions of Laws, 20 Chapter \_\_\_\_\_ requiring approval by a majority\* of the governing body of said local governmental unit before it becomes effective, the (designate governing body) at a meeting duly held on the \_\_\_\_\_ day of \_\_\_\_\_\_ 20\_\_\_\_, by resolution \_\_\_\_\_ \_\_\_\_\_ did approve said Laws, 20\_\_\_\_\_, Chapter \_\_\_\_\_ (if other than resolution, specify) by a \_\_\_\_\_\_ majority vote\* of all of the members thereof (Ayes\_\_\_\_\_; Noes\_\_\_\_\_; Absent or not voting \_\_\_\_\_) and the following additional steps, if any required by statute or charter were taken: A copy of the resolution is hereto annexed and made a part of this certificate by reference. Signed: (Official designation of officer) \*If extraordinary majority is required by the special law, insert fraction or percentage below:

This form prescribed by the Attorney General and furnished by the Secretary of State as required in Minnesota Statutes 645.021.

Instructions for completing this form are on the next page.

#### **INSTRUCTIONS**

- Include the chapter number in the *Laws of Minnesota* that is to be approved on the Certificate of Approval form **and** in the resolution that approves the special law.
- Return the completed **originally signed** Certificate of Approval form **with a photo copy** of the resolution that approved the special law to:

Office of Minnesota Secretary of State, attn: Official Documents Veterans Services Building, 20 W. 12th Street, Suite 201 St. Paul, MN 55155

If you have questions about this form, contact Official Documents Staff at official.documents@state.mn.us.



15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

**Item Number:** 2025-504 **Meeting Date:** 12/2/2025

**Sponsor:** Community & Economic Development

#### Title

Agreement with Hennepin County for CEO Next Business Institute and CEO Now Programming

#### Recommendation

- 1. Authorize the County Manager to execut an agreement with Hennepin County for CEO Next Business Institute and CEO Now Programming for the period of December 2025 through December 2026 in accordance with the rates established in the agreement.
- 2. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures in a form approved by the County Attorney's Office.
- 3. Authorize the County Manager to establish a project budget of \$95,000 for the and CEO Now Programming in the Community and Economic Development budget.

#### **Background and Rationale**

In 2024, Ramsey County launched the CEO Now business program for the first time in partnership with Hennepin County. Designed to accelerate the growth and expansion of existing businesses, CEO Now focuses on early-stage, growth-minded companies. The program equips new founders with the strategic and technical skills needed to build a strong foundation for long-term success, including business systemization and scaling strategies.

Eligible participants are privately owned businesses with at least one employee beyond the owner, a minimum of two years in operation, and annual revenue of at least \$250,000. The inaugural cohort saw six Small Business CEOs successfully graduate. All of them are still operating and a few of the participants have been showcased on the Community and Economic Development (CED) newsletter and social media platforms.

CEO Next is a no-cost cohort program that provides practical tools and techniques designed specifically for growing regional second-stage companies. Ramsey County has also partnered with Hennepin, Dakota, and Scott counties to offer this business program at no cost for business leaders who manage annual sales revenues between \$1 Million and \$50 Million and have 10-99 employees.

The CEO Next program connects CEOs and their businesses with a team of topical experts and research specialists who will spend up to 45 hours addressing areas of human resources, operations and supply chain, accounting and finance, global trade, sales and marketing, succession planning, secondary market research, online marketing and customer prospecting.

Additionally, CED referred each participant of in both programs to New Impact Fund, a nonprofit organization that offers capital to small businesses, giving them the opportunity to access financial support.

With the continuation of the CEO Now and CEO Next programs, Ramsey County is strengthening its ability to support emerging and expanding businesses, fostering a more competitive and resilient regional economy.

County Goals (Check those advanced by Action)

Item Number: 2	 025-504				Meeting Da	te: 12/2/2025
☐ Well-being		1	☑ Oppor	tunity	☐ Accountability	
_			E Oppor	carney		·
	oact nty Economic Compet y competitive commur			on Plan calls fo	r several strategie	es to foster a
	Develop pathways to	•	•	nd Black, Latinx	k, Asian, and Indig	jenous business
and life sci		-	-			
<ul> <li>Strategy 8</li> </ul>	Strengthen business	retention	and expar	sion infrastruct	ure to support cor	nmunities.
opportunities for howned businesses business program and create pathwa through with the E	ritizes racial equity as istorically underserves, which is growing at ming like CEO Next a ays to entrepreneurshi. CI Plan's aims to addrengthen both equity a	d commur 3.5 times and CEO N ip. Throug 500 mino	nities and s faster than low to attra h support rity-owned	upports Black, all Minnesota of act investment, of businesses in businesses, ge	Latinx, Asian, and companies. The content of the companies of the companies of the content of th	I Indigenous- ounty leverages mall businesses, county follows
<ul> <li>implementation of</li> <li>63% of the Indigenous</li> <li>Those graduato repair</li> </ul>	d CEO Now programs the ECI Plan strategic graduates of CEO No s-owned businesses. duates represent diffe r, and technology. se graduates are fron	es mention ow and Ne	ned above ext in 2024 tries includ	and resulting ir and 2025 from ling health care	the following out the Black, Latinx, , utilities, hospitali	comes: Asian, and ty, construction,
Community particle of a robust engage	cipation Level and In pation in this board ac ement process conduc	ction is to				
Inclusion Plan. ☑ Inform	☐ Consult	☐ Inv	volve l	☐ Collaborate	☐ Empower	
The cost pays for Funds for the CEC operating budget.	ocoming CEO Next Buup to four Ramsey Co D Now and CEO Next These funds will be p	ounty Parti were bud	cipants in geted in th	CEO Now and i e 2025 Commu	nine participants i nity and Economi	n CEO Next.
-	t <b>ion</b> the Ramsey County ennepin County (Reso			ners approved t	the CEO Now Par	tnership

**Attachments** 1. None.



15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

**Item Number:** 2025-451 **Meeting Date:** 12/2/2025

**Sponsor:** Workforce Solutions

Title

Appointment to the Workforce Innovation Board of Ramsey County

#### Recommendation

Appoint the following individual to serve on the Workforce Innovation Board of Ramsey County for a term beginning December 2, 2025, and ending July 31, 2027:

Sharon Blomgren Education

#### **Background and Rationale**

Local workforce development boards are required entities under the Workforce Innovation and Opportunity Act to provide oversight for the public workforce system. The Workforce Innovation Board (WIB) serves as the local workforce development board for Ramsey County. The 33 WIB members represent business, community -based organizations (CBO), one-stop center partners, organized labor, economic development, education and elected officials. Eighteen of the members are appointed by the Ramsey County Board of Commissioners and 15 are appointed by the Mayor of Saint Paul for two-year terms.

Currently, there are one Education and one CBO openings on the WIB. An application has been received from Sharon Blomgren of Saint Paul College to serve the remainder of the term of the Education seat, beginning December 2, 2025, and ending July 31, 2027.

At its November 18, 2025 meeting, the WIB's Executive Committee voted to recommend approval of this appointment. On November 19, the application and recommendation were forwarded to the Ramsey County Board of Commissioners for review.

County Goals (Check those advanced by Action)

#### Racial Equity Impact

The WIB is committed to advancing racial equity; a commitment that starts from within by intentionality recruiting a diverse board reflective of the racial and ethnic makeup of the community. The WIB Executive Committee routinely assesses vacancies and analyzes a dashboard that tracks members' race/ethnicity and other demographics to identify gaps and inform the WIB's recruitment strategies. Currently, 63% of WIB members identify as White, 23% as African American, 7% as Native American, and 7% as Asian.

The WIB prioritizes having members that reflect the community and acknowledges the need for further diversity among its members. Several strategies have been implemented to advance this priority. The WIB created a Membership Committee to focus on strategic recruitment and outreach efforts. Connections have been made with several local ethnic chambers to cultivate relationships and increase awareness of the WIB's work. The WIB Partnership and Outreach Committee developed a culturally inclusive partnership matrix which is being used to broaden the WIB's identity and reach when promoting membership opportunities.

**Item Number:** 2025-451 **Meeting Date:** 12/2/2025

#### **Community Participation Level and Impact**

The WIB harnesses the knowledge and expertise of its members, representing a wide variety of roles within the community, to collectively develop strategic solutions that address employer and job seeker needs. Broadening the pool of prospective members by leveraging community relationships is a key component of the WIB's recruitment strategy. Membership opportunities are promoted online through the WIB, county and city of Saint Paul websites and by WIB members through their networks. Although its membership criteria are legislatively mandated, the WIB seeks to bring additional community engagement to its work through participation on its committees and workgroups. The WIB Executive Committee reviews membership applications and makes recommendations to the county board. The WIB Chair appoints committee members.

The WIB is responsible for setting strategic direction and providing oversight for the public workforce system in Ramsey County. As a policy-making board, the WIB helps shape priorities for programs and services that support both job seekers and employers in our community. The WIB Policy and Oversight Committee advocates for legislation and policies that benefit our community and addresses local business and workforce needs. Additionally, the WIB engages with Ramsey County's Economic Competitiveness & Inclusion Vision Plan as the Workforce Development Working Group with the goal of ensuring an aligned workforce system that meets local industry needs. The WIB's strategic priorities and Ramsey County's goals of well-being, prosperity, opportunity and accountability are aligned. For more information on the WIB, please visit RamseyCountyMN.gov/wib <a href="https://www.ramseycountymn.gov/your-government/volunteer/advisory-boards-committees/workforce-innovation-board-ramsey-county/guiding-documents">https://www.ramseycountymn.gov/your-government/volunteer/advisory-boards-committees/workforce-innovation-board-ramsey-county/guiding-documents</a>.

Involve 

Collaborate

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Representatives on the WIB do not receive county compensation. They contribute their time and expertise to the county to provide guidance and oversight to county workforce policies and programs. Members may request reimbursement for mileage and parking expenses.

#### **Last Previous Action**

On July 22, 2025, the Ramsey County Board of Commissioner approved the appointments of Ismail Ali, Becky Degendorfer, Sara Garbe, Lisa Guetzkow, Donald Mullin, Koami Pedado, Aalayha Traub and Tracy Wilson for a term beginning August 1, 2025, and ending on July 31, 2027 (Resolution B2025-143).

#### **Attachments**

- 1. County Appointment Checklist
- 2. WIB Membership Roster



# Nomination Checklist For County Appointments

Name	Category	Employer	Title	Lives in RC	Works in RC	Provides Services in RC
Sharon Blomgren	Education	Saint Paul College	Workforce Training and Continuing Education	Yes	Yes	Yes



#### Workforce Innovation Board of Ramsey County Member Roster As of November 19, 2025

Member	Category	Current Term	Member Since
Ismail Ali	Business	8/1/2025 - 7/31/2027	2024
Tami Cybulski	Business	8/1/2024 - 7/31/2026	2024
Becky Degendorfer	Business	8/1/2025 - 7/31/2027	2020
Sara Garbe	One-Stop	8/1/2025 - 7/31/2027	2024
Ethel Garcia	Business	11/5/2024 - 7/31/2026	2024
Karen Gerdin	Education	8/1/2025 - 7/31/2027	2025
Jennifer Germain	One-Stop	8/1/2022 - 7/31/2026	2018
Fidelity Goodlaxson	Community-Based Organization	11/5/2024 - 7/31/2026	2024
Lisa Guetzkow	One-Stop	8/1/2025 - 7/31/2027	2019
Traci Leffner	Business	8/1/2025 - 7/31/2027	2025
Kelly Miller	Chief Local Elected Official	8/1/2025 - 7/31/2027	2025
Donald Mullin	Labor	8/1/2025 - 7/31/2027	2015
Koami Pedado	Business	8/1/2025 - 7/31/2027	2019
John Perlich	Business	8/1/2022 - 7/31/2026	2022
Elisa Rasmussen	Business	8/1/2022 - 7/31/2026	2020
Aalayha Traub	Business	8/1/2025 - 7/31/2027	2023
Sharon Blomgren	Education	Pending	Replacing Tracy Wilson
Vacant	Community-Based Organization		Previously held by Ricardo Guzman



15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

Item Number: 2025-486 Meeting Date: 12/2/2025 **Sponsor:** Library Appointments to the Ramsey County Library Advisory Board Recommendation Appoint the following individuals to the Ramsey County Library Advisory Board for a three-year term beginning January 1, 2026 through December 31, 2028. 1. Marissa Kirbey-Stofferahn 2. Kami Miller 3. Andrea West **Background and Rationale** The Ramsey County Library Advisory Board provides advice and makes recommendations to the Library Department and Ramsey County Board of Commissioners on matters regarding integrated service delivery that impacts or is enhanced by library services. The Library Advisory Board consists of seven members who are residents of suburban Ramsey County. Three Library Advisory Board Member terms end on December 31, 2025. County Goals (Check those advanced by Action) ☐ Well-being ☑ Prosperity □ Opportunity ☐ Accountability Racial Equity Impact The county currently recruits for advisory committee vacancies through an open process, which is limited to presence on the county website, GovDelivery distribution lists, and word of mouth by advisory committee members, staff, and county commissioners. Changes to the recruitment strategies are being implemented to expand efforts to increase racial diversity and under-represented voices in the application process. **Community Participation Level and Impact** Participation by and input from community members appointed to advisory committees helps to shape and improve programs and services for the community, share information, and increase the level of understanding through discussion, dialogue and engagement. □ Inform □ Consult ☐ Involve ☐ Collaborate ☐ Empower **Fiscal Impact** Library Advisory Board members receive a per diem of \$50 per meeting, up to \$100 per month. **Last Previous Action** On November 5, 2024, the County Board appointed Sandra Doubek and Alexandra Kovarik (Resolution B2024 -215).

**Item Number:** 2025-486 **Meeting Date:** 12/2/2025

#### **Attachments**

1. Library Advisory Board Roster

### Ramsey County Library Advisory Board

#### **Board Roster**

#### **Sandra Doubek**

1st Term Jan 01, 2025 - Dec 31, 2027

**Appointing Resolution B2024-215** 

#### **Molly Jansen**

1st Term Jan 01, 2024 - Dec 31, 2026

#### Marissa Michelle Kirby-stofferahn

1st Term jan 10, 2023 - Dec 31, 2025

**Appointing Resolution** B2023-011

#### **Alexandra Kovarik**

1st Term Jan 01, 2025 - Dec 31, 2027

**Appointing Resolution B2024-215** 

#### Kami Miller

1st Term Jan 10, 2023 - Dec 31, 2025

**Appointing Resolution B2023-011** 

#### **Andrea West**

1st Term Jan 10, 2023 - Dec 31, 2025

**Appointing Resolution B2023-011** 

#### **Dawne E White**

1st Term Jan 01, 2024 - Dec 31, 2026



15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

Item Number: 2025-493	<b>Meeting Date:</b> 12/2/2025
Sponsor: Property Management	
<b>Title</b> Memorandum of Understanding, and Perpetual and Temporary Cons Paul for 402 University Avenue East Road Improvements	struction Easements with the City of Saint
Recommendation  1. Approve the easements and memorandum of understanding of Kellogg Blvd., Saint Paul, MN 55102, for a perpetual right-of-veasement, and temporary construction easement, at 402 Univ \$35,000.  2. Authorize the Chair and Chief Clerk to execute the easements	way, sidewalk, drainage and utility versity Avenue East, for an amount of
Background and Rationale The city of Saint Paul is reconstructing University Avenue from Inters 2026 with completion scheduled in 2027. The reconstruction is complete improved curbs, pedestrian ramps, sidewalk updates, new road surface path, new street lighting, and replacement of underground utilities. 40 Avenue and, due to the nature of improvements needed, the city of Seasement of approximately 2,362 square feet of land use to complete addition to the perpetual easement, the city of Saint Paul has request along University Avenue, of approximately 1,827 square feet of land complete the necessary road improvements.	rised of road improvements such as ace, additional trees, a shared walk/bike 02 University Avenue abuts University Saint Paul has requested a perpetual ethe necessary improvements. In ted a temporary construction easement
Property management has negotiated a fair market price for the perp A memorandum of understanding is requested for the mutual agreem collaboration of site work for the reconstruction.	
County Goals (Check those advanced by Action)  ☑ Well-being ☐ Prosperity ☐ Opportunity	☐ Accountability
Racial Equity Impact The road improvement project, led by the city of Saint Paul, will enha options for both residents and businesses. This investment along Unicharacterized by primarily private industrial uses, will include upgrade path, improved lighting, and enhanced pedestrian crossings. These in connected and accessible environment that supports inclusive growth cultural diversity in the surrounding community.	iversity Avenue East, an area currently ed sidewalks, a new bike and walking mprovements will create a more
Community Participation Level and Impact There is no community engagement associated with this action.  ☑ Inform ☐ Consult ☐ Involve ☐ Collab	orate

**Item Number:** 2025-493 **Meeting Date:** 12/2/2025

#### **Fiscal Impact**

The perpetual easement includes a onetime payment of \$35,000. The \$35,000 in additional revenue is not included in 2025 Property Management Operating Budget, or the proposed 2026 Property Management Operating Budget.

#### **Last Previous Action**

None.

#### **Attachments**

- 1. Perpetual Easement
- 2. Temporary Construction Easement
- 3. Memorandum of Understanding

#### DEDICATION OF PERPETUAL EASEMENT FOR PUBLIC RIGHT-OF-WAY, SIDEWALK, DRAINAGE AND UTILITY PURPOSES

This Dedication of Easement (the "Easement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Ramsey County, Minnesota, a political subdivision of the State of Minnesota ("Grantor") in favor of the City of Saint Paul, Minnesota, a Minnesota municipal corporation ("Grantee").

#### RECITALS

WHEREAS, Grantor is the fee owner of the real property described in <u>Exhibit A</u>, attached hereto (the "<u>Property</u>").

WHEREAS, Grantor desires to convey to Grantee a public right-of-way easement (the "Public Right-of-Way Easement") over a portion of the Property, as described and depicted in Exhibit B, attached hereto (the "ROW Easement Area"), on the terms and conditions contained herein.

WHEREAS, Grantor desires to convey to Grantee a sidewalk, drainage and utility easement (the "Public Sidewalk, Drainage, and Utility Easement") over a portion of the Property, as described and depicted in <u>Exhibit C</u>, attached hereto (the "SDU Easement Area"), on the terms and conditions contained herein.

#### TERMS OF EASEMENT

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is acknowledged by Grantor, Grantor hereby agrees as follows:

- 1. <u>Grant of Public Right-of-Way Easement</u>. Grantor grants and conveys to Grantee a perpetual, non-exclusive easement over the ROW Easement Area for public right-of-way purposes, subject to the terms and conditions hereof.
- 2. <u>Grant of Public Sidewalk, Drainage, and Utility Easement</u>. Grantor grants and conveys to Grantee a perpetual, non-exclusive easement over the SDU Easement Area for public sidewalk, drainage and utility purposes, subject to the terms and conditions hereof.
- 3. <u>Scope of Easements</u>. The Public Right-of-Way Easement and the Public Sidewalk, Drainage, and Utility Easement (collectively, the "Easements") give Grantee, its contractors, agents, and employees the right to access, locate, construct, operate, maintain, alter, repair and remove public facilities within the ROW Easement Area and SDU Easement Area (collectively, the "Easement Areas"). This Easement also includes Grantee's right to cut, trim, or remove from the Easement Areas any shrubs, or other vegetation as in Grantee's judgment unreasonably interfere with the use of the Easement Areas. Removal of any trees must be pursuant to written approval by the Grantor prior to said removal.

- 4. <u>Covenants of Grantor</u>. Grantor covenants that it is well seized in fee of the Property, and has good right to sell and convey the same, free of all encumbrances but subject to matters of record. Grantor covenants that the above-granted Easements are in the quiet and peaceable possession of Grantee, subject to matters of record. Grantor will warrant and forever defend against all persons lawfully claiming the whole or any part thereof, subject to matters of record.
- 5. <u>Grantor's Use</u>. Grantor reserves the right to use the Easement Areas in a manner consistent with the rights herein granted, provided that such use shall not interfere with or disturb Grantee's or the public's use of the Easement Areas for purposes outlined in Section 3.
- 6. <u>Binding Effect</u>. The terms and conditions of this Easement shall run with the land and be binding to the fullest extent of the law and equity on Grantor, its successors and assigns for the benefit of the public. The Easements shall remain in effect without limitation as to time.

[Signature Page Follows. Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, Grantor has executed this Easement effective as of the date and year first above written.

	RAMSEY COUNTY, a political subdivision of the State of Minnesota Grantor
Approved as to form:	
Scott Schwahn Assistant County Attorney	
	By:
	Its: Chair, Ramsey County Board of Commissioners
STATE OF MINNESOTA ) ) SS COUNTY OF RAMSEY )	
2025, by	acknowledged before me on this day of,, the Chair of the Ramsey County Board of Minnesota, a Minnesota political subdivision, corporate and oration.
	Notary Public
	My Commission Expires:

	By:	
	Its:	Chief Clerk, Ramsey County Board of Commissioners
STATE OF MINNESOTA ) ) SS. COUNTY OF RAMSEY )		
2025, by,	the Chie	fore me on this day of,  of Clerk of the Ramsey County Board of nnesota political subdivision, corporate and
	Notary	Public -
	My Co	ommission Expires:

PREPARED BY AND UPON RECORDING RETURN TO:

City of Saint Paul
Office of Financial Services – Real Estate Section
25 W. 4<sup>th</sup> St., Rm. 1000
St. Paul, MN 55102
651-266-8850

### **EXHIBIT A**

# Legal Description of the Property

### Parcel 1 (Abstract):

Easterly One Hundred Fifty (150) feet of the Westerly One Hundred Eighty (180) feet of Lot Two (2), Bass' Addition of Out Lots to the Town of St. Paul, according to the plat thereof on file and record in the office of the Register of Deeds within and for Ramsey County.

## Parcel 2 (Abstract):

Lot Six (6), Jarvis' Subdivision of Lot No. 3, of Bass' Addition of Out Lots to St. Paul, except the West thirty (W. 30) feet thereof and except the Northerly Twenty-three and Seven Tenths (Northerly 23.7) feet thereof conveyed to the City of St. Paul for streets and together with that part of vacated Waverly Place which accrued thereto, according to the plat thereof on file and of record in the Office of the Register of Deeds within and for Ramsey County.

# Parcel 3 (Torrens):

Lot Seven (7), except the North 23.70 feet thereof, Jarvis' Subdivision of Lot No. 3 of Bass' Addition to Out Lots to St. Paul, according to the plat thereof on file and of record in the office of the Register of Deeds in and for said Ramsey County. And that part of the North half of adjoining Waverly Place, vacated, lying between extensions across it of the East and West lines of said Lot 7.

### Parcel 4 (Abstract):

Lot Eight (8), Jarvis Subdivision of Lot No. 3, of Bass' Addition of Out Lots to St. Paul, except the North Twentythree and Seven Tenths (N. 23.7) feet thereof, together with that part of vacated Waverly Place, which accrued thereto upon the vacation thereof, according to the plat thereof on file and of record in the Office of the Register of Deeds within and for Ramsey County, except that part described as follows:

Beginning at the intersection of the West line of Lot 9 of said Jarvis' Subdivision with the South line of University Avenue as said South line was established by Quit Claim Deed dated July 9, 1969 from Tri-State Land Company which is recorded in the office of the County Recorder for Ramsey County as Document No. 1753955; thence West and parallel with the North line of said Lot 8, a distance of 24 feet; thence Southeasterly in a straight line to the intersection of the Southerly extension of the East line of said Lot with the center line of vacated Waverly Place; thence North along said Southerly extension of the East line of said Lot, and along the East line of said Lot to the point of beginning.

# Parcel 5 (Abstract):

West Fourteen (W. 14) feet of Lot Thirteen (13), Jarvis' Subdivision of Lot No. 3, of Bass' Addition of Out Lots to St. Paul together with that part of vacated Waverly Place which accrued

thereto upon the vacation thereof, according to the plat thereof on file and of record in the office of the Register of Deeds within and for Ramsey County.

# Parcel 6 (Abstract):

Lot Fourteen (14), Jarvis' Subdivision of Lot No. 3, of Bass' Addition of Out Lots to St. Paul, together with all that part of vacated Waverly Place which accrued thereto upon vacation thereof, according to the plat thereof on file and of record in the Office of the Register of Deeds within and for Ramsey County.

### Parcel 7 (Abstract):

Lot Fifteen (15) Jarvis' Subdivision of Lot No. 3 of Bass' Addition of Out Lots to St. Paul, together with that part of vacated Waverly Place which accrued thereto upon the vacation thereof, according to the plat thereof on file and of record in the office of the Register of Deeds within and for Ramsey County.

# Parcel 8 (Abstract):

Lot Sixteen (16), Jarvis' Subdivision of Lot 3, of Bass' Addition of Out Lots to St. Paul, except the West thirty (W. 30) feet thereof, together with that part of vacated Waverly Place which accrued thereto upon the vacation thereof, according to the plat thereof on file and of record in the Office of the Register of Deeds within and for Ramsey County.

### Parcel 9 (Abstract/Torrens):

Lot Four (4), Five (5), Six (6), Seven (7), Sixteen (16), Seventeen (17), Eighteen (18) and the West one-half (W. ½) of Lot Eight (8), all in Block 1, and Lot Nine (9), and the East One-half (E. ½) of Lot (8), Block 1, all in Schurmeier's Subdivision of Lot One (1) Bass's Addition of Out Lots to St. Paul, according to the recorded plat thereof on file and of record in the office of the Register of Deeds in and for said County. Together with all of vacated Woodward Street which lies South of Lots 16, 17 and 18, and that part of vacated John Street which accrued thereto. Part of the above being registered land.

Lot 9 and East ½ Lot 8, Schurmeier's Subdivision of Lot One (1) Bass' Addition to Out Lots to St. Paul.

# Parcel 10 (Abstract):

The South Nine (9) feet of Lot One (1) and the north One-half (N. ½) of Lot Six (6), Block One (1), Patersons Addition to the Town of St. Paul, together with all that part of vacated Fourteenth Street (formerly known as Nash Alley) adjoining said Lots One (1) and Six (6), according to the plat thereof on file and of record in the Office of the Register of Deeds within and for Ramsey County.

## Parcel 11 (Abstract):

The East 55 feet of Lot 6 in Block 4, Patersons Addition to the Town of St. Paul, together with that part of vacated John Street which accrued thereto upon the vacation thereof, together with easement as contained in Document No. 3109928.

### Parcel 12 (Abstract):

That part of the West ½ of vacated John Street adjoining Block 4, Paterson's Addition to the Town of St. Paul, lying between the Easterly extensions across it of the North line of Lot 1 in said Block 4, and the center line of the alley adjoining Lots 1 and 6 in said Block 4, which accrued thereto upon the vacation thereof.

## Parcel 13 (Torrens):

The South ½ of the East ½ of the South ½ of the West ½ of Lot 6, Block 1, Patersons Addition to the Town of St. Paul.

# Parcel 14 (Abstract):

That part of the East 4 feet of the West 184 feet of Lot 2, Bass' Addition of Out Lots to St. Paul which lies North of the South 40 feet of said Lot 2; and that part of Lot 13 in Jarvis' Subdivision of Lot 3 of Bass' Addition of Out Lots to St. Paul described as follows: Beginning at a point on the South line of said Lot 13 distant 34 feet East of the Southwest corner of said Lot; thence North and parallel to the West line of said Lot a distance of 20 feet; thence Northwesterly in a straight line to a point on a line run 14 feet Easterly of and parallel to the West line of said Lot, which point is 62 feet North from the South line of said Lot, as measured along said parallel line; thence South along said parallel line to the South line of said Lot; thence East along said South line to point of beginning.

# Parcel 15 (Abstract):

That part of the East Half of vacated John Street adjoining Lot 2, Bass' Addition of Out Lots to the Town of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota, lying between the Westerly extension across it of the South line of said Lot 2 and the Easterly extension across it of the north line of Lot 1, Block 4, Paterson's Addition to the Town of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota.

### Parcel 16 (Abstract):

That part of the West half of vacated John Street, lying between the Easterly extensions across it of the center line of the alley adjoining Lots 1 and 6, Block 4, Paterson's Addition to the Town of St. Paul, according to the recorded plat thereof, Ramsey County, Minnesota, and the North line of said Lot 6.

# Parcel 17: (Abstract)

The Southerly 9 feet of Lots 2 and 3, Block 1, Paterson's Addition to the City of St.Paul, according to the recorded plat thereof. Also, all of Lots 4 and 5 of said Block 1. Also, all that

portion of that certain 20 foot wide alley, vacated on November 3, 1919, running East-West in said Block 1, bounded on the East by the Northerly extension of the East line of Lot 5 and bounded on the West by the West line of the Northerly extension of the West line of said Lot 4, All according to the recorded plat thereof, and situated in Ramsey County, Minnesota.

# Parcel B (Torrens)

Lots 1,2,3,10,11 and 12, Schurmeier's Subdivision of Lot No. 1, of Bass Addition of Outlots, except the East 14 feet of Lots 1 and 12, and except that part of Woodward Avenue lying South of the center line thereof abutting on Lots 1,2 and 3

All that part of the Southerly 40 feet of Lot 2, Bass Addition of Outlots, which lies Easterly of the Westerly 180 feet thereof and which lies Westerly of a line from the Northeast corner of Lot 11, Jarvis Subdivision of lot No 3 of Bass Addition of Outlots to St. Paul, to the point of intersection of the South line of Lot two, Bass Addition of Outlots to the Town of St. Paul with the said present West line of Lafayette Road:

Lot 15, Schurmeier's Subdivision of Lot No. 1, of Bass Addition of Outlots

All those parts of Lot 13, Schurmeier's Subdivision of Lot No. 1, of Bass Addition of Outlots which lie Westerly of the Easterly 14 feet thereof including the entire 48 feet width of vacated Woodward Avenue adjoining said lot 15 and said part of Lot 14.

All those parts of Lot 14, Schurmeier's Subdivision of Lot No. 1, of Bass Addition of Outlots which lie Westerly of the Easterly 14 feet thereof including the entire 48 feet width of vacated Woodward Avenue adjoining said lot 15 and said part of Lot 14., Ramsey County, Minnesota.

Abstract/Torrens Property

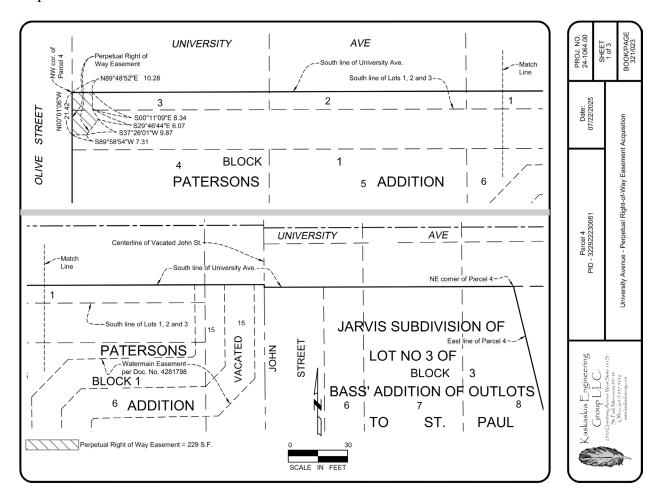
### **EXHIBIT B**

# Description and Depiction of the ROW Easement Area

# Description:

A perpetual right-of-way easement beginning at the northwest corner of said property: thence North 89 degrees 48 minutes 52 seconds East along the north line of said property 10.28 feet; thence South 00 degrees 11 minutes 09 seconds East 8.34 feet; thence South 29 degrees 46 minutes 44 seconds East 6.07 feet; thence South 37 degrees 26 minutes 01 seconds West 9.87 feet; thence South 89 degrees 58 minutes 54 seconds West 7.31 feet to the west line of said property; thence North 00 degrees 01 minutes 06 seconds West, along said west line, 21.42 feet to the point of beginning.

## Depiction:



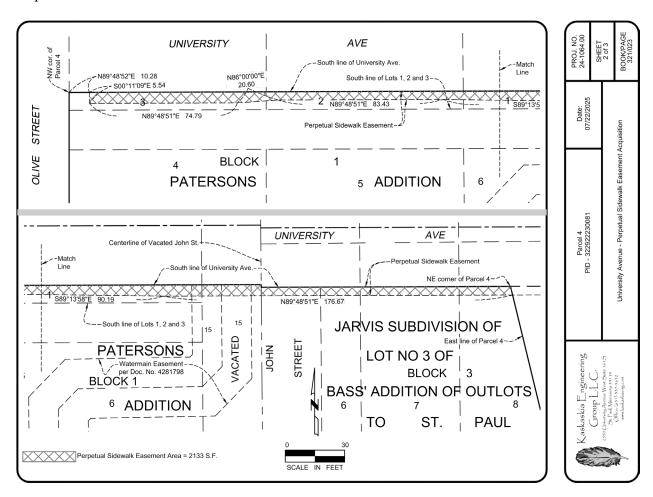
### **EXHIBIT C**

# Description and Depiction of the SDU Easement Area

# Description:

A perpetual sidewalk, drainage and utility easement being that part of said property lying easterly and northerly of the following described line: Commencing at the northwest corner of said property: thence North 89 degrees 48 minutes 52 seconds East along the north line of said property 10.28 feet to the Point of Beginning; thence South 00 degrees 11 minutes 09 seconds East 5.54 feet; thence North 89 degrees 48 minutes 51 seconds East 74.79 feet; thence North 86 degrees 00 minutes 00 seconds East 20.60 feet; thence North 89 degrees 48 minutes 51 seconds East 83.43 feet; thence South 89 degrees 13 minutes 58 seconds East 90.19 feet; thence North 89 degrees 48 minutes 51 seconds East 176.67 feet to the east line of said property and there terminating.

# Depiction:



### TEMPORARY CONSTRUCTION EASEMENT

This Indenture is entered into this	day of	, 2025, by and between
County of Ramsey, Minnesota, a politica	al subdivision of	of the State of Minnesota ("Grantor"), and
the City of Saint Paul, a Minnesota muni-	cipal corporation	on ("Grantee").

For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and the further consideration of the covenants and agreements set forth below, Grantor does hereby grant, sell, convey, transfer, and deliver unto Grantee, its contractors, subcontractors, successors and assigns, a non-exclusive Temporary Construction Easement (the "Easement") over, under and across the real property described and depicted in <a href="Exhibit A">Exhibit A</a> attached hereto and incorporated herein by this reference (the "Easement Area"), for certain purposes including but not limited to entry, clearing, sloping, grading, and planting in conjunction with and during the construction of Grantee's University Avenue Reconstruction Project (the "Project") as it affects Grantor's property located at 425 Grove Street in Saint Paul, Minnesota, Parcel Identification Number 32-29-22-23-0081 (the "Parcel").

The Easement is granted in accordance with, and subject to, the following terms, conditions, requirements and limitations:

- 1. Easement Term: The Easement will be effective from May 1, 2026 through June 30, 2027.
- 2. <u>Restoration</u>: Grantee will restore the Easement Area at the end of the Easement term to a similar or improved condition than exists at the commencement of the Easement term.
- 3. <u>Access</u>: Grantee will access the Easement Area only from the University Avenue right-ofway.
- 4. <u>Signage</u>: GRANTEE may provide signage as needed to direct traffic flow past the Parcel.

IN WITNESS WHEREOF, Grantor has executed this Easement effective as of the date and year first above written.

RAMSEY COUNTY, a political subdivision of the State of Minnesota Grantor Approved as to form: Scott Schwahn Assistant County Attorney By: Its: Chair, Ramsey County Board of Commissioners STATE OF MINNESOTA ) SS. COUNTY OF RAMSEY The forgoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_\_, 2025, by \_\_\_\_\_\_\_, the Chair of the Ramsey County Board of Commissioners of Ramsey County, Minnesota, a Minnesota political subdivision, corporate and politic, on behalf of the county corporation. Notary Public My Commission Expires:

	By:	
	Its:	Chief Clerk, Ramsey County Board of Commissioners
STATE OF MINNESOTA ) ) SS. COUNTY OF RAMSEY )		
2025, by	, the Ch nnesota, a M	efore me on this day of ief Clerk of the Ramsey County Board of innesota political subdivision, corporate and
	Notary	Public
	Му Со	ommission Expires:

PREPARED BY AND UPON RECORDING RETURN TO:

City of Saint Paul
Office of Financial Services – Real Estate Section
25 W. 4<sup>th</sup> St., Rm. 1000
St. Paul, MN 55102
651-266-8850

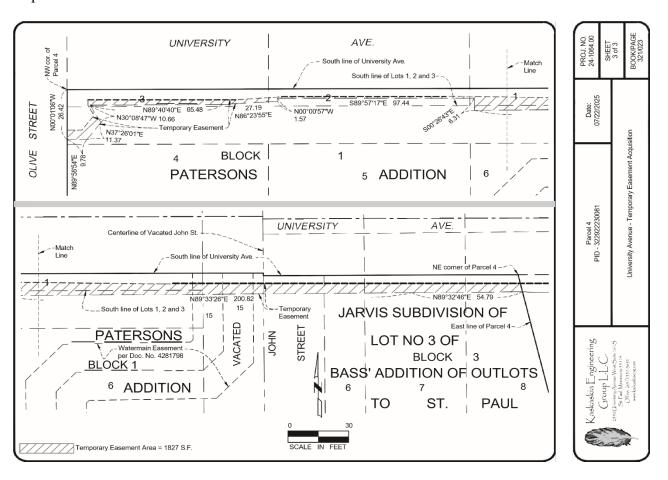
### **EXHIBIT A**

# Description and Depiction of the Easement Area

# Description:

A temporary construction easement described as follows: Beginning at the northwest corner of said property: thence South 00 degrees 01 minutes 06 seconds East, along the west line of said property, 26.42 feet; thence North 89 degrees 58 minutes 54 seconds East 9.78 feet; thence North 37 degrees 26 minutes 01 seconds East 11.37 feet; thence North 30 degrees 08 minutes 47 seconds West 10.66 feet; thence North 89 degrees 40 minutes 40 seconds East 65.48 feet; thence North 86 degrees 23 minutes 55 seconds East 27.19 feet; thence North 00 degrees 00 minutes 57 seconds West 1.57 feet; thence South 89 degrees 57 minutes 17 seconds East 97.44 feet; thence South 00 degrees 26 minutes 43 seconds East 6.31 feet; thence North 89 degrees 33 minutes 26 seconds East 200.82 feet; thence North 89 degrees 32 minutes 46 seconds East 54.79 feet to the east line of said property; thence northwesterly to the northeast corner of said property; thence westerly along said north line to the point of beginning. EXCEPT those parts described above as perpetual right of way easement and perpetual sidewalk, drainage and utility easement.

# Depiction:



# MEMORANDUM OF UNDERSTANDING AND EASEMENT DOCUMENTS

City of Saint Paul – Reconstruction of University Avenue: Mississippi Street to Lafayette Road

Fee Own Parcel II Property	
subdivisi ("City")	day of
_	eement is now made and entered as a memorandum of the terms agreed upon in connection with the insaction. It is hereby acknowledged and agreed upon between the parties that:
]	The Owner has been furnished with the approved estimate of just compensation for the property rights acquired and a summary statement of the basis for the estimate. The Owner understands that the acquired property rights are for use in connection with the City of Saint Paul's reconstruction of University Avenue between Mississippi Street and Lafayette Road.
(	In full compensation for the conveyance of said real property rights, the City shall pay the Owner the sum of <u>Thirty-Five Thousand and no/100 Dollars (\$35,000.00)</u> for easements and damages.
3.	The Owner understands that payment by the City must await Saint Paul City Council approval.
	In the event of a clerical error, the Owner agrees to cooperate in correcting the error including out not limited to resigning all documents.
1	The Owner understands and acknowledges that the Agent for the City has no direct, indirect, present, or contemplated future personal interest in the property or in any benefits from the acquisition of said real property rights.
] ;	The Owner has a security fencing project scheduled for the summer of 2026, which will potentially need to be installed concurrently with the City's contractor completing public improvements in the area. The Owner and City will work together in good faith to coordinate in those locations where the projects will interface to avoid conflict and minimize the potential for adjustment or rework of either project.
It is und Understa documen	erstood and agreed that the entire agreement of the parties is contained in this Memorandum or nding and Easement Documents dated
	CITY OF SAINT PAUL
Date:	By: Don Pflaum, PE, Project Manager for City of Saint Paul

# **COUNTY OF RAMSEY**

Date:	By:		
	Title:		
Date:	By:		
	Approved as to form: Name:	Scott Schwahn	

Title: Senior Ramsey County Assistant Attorney



**Last Previous Action** 

# **Board of Commissioners Request for Board Action**

15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

Item Number: 2025-497 Meeting Date: 12/2/2025 **Sponsor:** Property Management & Public Works Sale of Vacant Lot to Capital Real Estate Inc. Recommendation 1. Approve the sale of and purchase agreement with Capital Real Estate, Inc., 7650 Edinborough Way, Suite 200, Edina, MN 55435, for the disposition of Parcel #363023410006, in the amount of \$57,510. 2. Authorize the County Manager to approve and execute settlements, closing documents, and other related real estate documentation associated with the disposition of Parcel #363023410006, in a form approved by the Ramsey County Attorney's Office. 3. Authorize the County Manager to execute amendments that do not have a financial impact on the disposition of Parcel #363023410006. **Background and Rationale** Ramsey County owns the vacant .18-acre lot at 3329 Rice Street in Shoreview, which is currently maintained by Public Works. It is too small for any present or future county use. The adjacent property owner has expressed interest in purchasing the lot to enhance community growth by improving site visibility and updating signage for the local fast-food restaurant. In coordination with the Ramsey County Attorney's Office and Property Management, Public Works recommends selling the parcel as-is at a fair market-negotiated price. **County Goals** (Check those advanced by Action) ■ Well-being ☑ Prosperity □ Opportunity □ Accountability Racial Equity Impact The sale of this vacant parcel creates an opportunity to promote racial equity and inclusive economic growth. Future development can help revitalize a once-disinvested area, attracting diverse businesses and residents while expanding access to opportunity. This effort supports a more welcoming, vibrant, and connected neighborhood for all. **Community Participation Level and Impact** There is no community participation associated with this action. ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower **Fiscal Impact** The sale will result in \$57,510 in net revenue to Public Works when the transaction is completed in 2026. The net revenue is not included in the proposed 2026 operating budget of Public Works.

On October 14, 2025, in a closed meeting, the Ramsey County Board of Commissioners directed the County

**Item Number:** 2025-497 **Meeting Date:** 12/2/2025

Manager to execute the purchase agreement in advance of requesting formal board approval of the vacant lot sale (Resolution B2024-194).

# **Attachments**

1. Purchase Agreement

### PURCHASE AGREEMENT

FOR VALUABLE CONSIDERATION, Seller and Buyer agree, subject to the terms and conditions of this Purchase Agreement ("Agreement"), Seller will sell and convey to Buyer, and Buyer will purchase and accept from Seller, the parcel of real property defined herein ("Property").:

### I. PROPERTY

1.1 <u>Description of Property</u>. That parcel located at 3329 Rice Street, Shoreview, Minnesota, and legally described as follows:

Lot 5, Block 10, Owasso and the East ½ of vacated alley accruing thereto. Subject to Ramsey County Highway Right of Way Plat No. 20. (Abstract Parcel)

**AND** 

That part of Government Lot 4, Section 36, Township 30 North, Range 23 West, lying South of and adjacent to Lot 5, Block 10, Owasso. Commencing at the Southeast corner of said Lot 5, thence Southerly for a distance of 15 feet, thence Westerly for a distance of 120 feet, thence Northerly for a distance of 15 feet, thence Easterly for a distance of 120 feet, to the point of origin. Subject to Ramsey County Highway Right of Way Plat No. 20 (Torrens Parcel) (the "Property").

The Property shall also include all of Seller's right, title, and interest in and to easements, appurtenances, privileges, and hereditaments relating to the Property. This sale is subject to Ramsey County Highway Right of Way Plat No. 20, but together with and subject to any easements of record, reasonable zoning restrictions, and restrictive covenants of record, if any.

### II. PURCHASE PRICE

- 2.1 Payment of Purchase Price. The purchase price (the "Purchase Price") for the Property will be FIFTY-SEVEN THOUSAND FIVE HUNDRED TEN DOLLARS AND NO/100 Dollars (\$57,510.00). No escrow deposit is required.
- 2.2 <u>Method of Payment</u>. Buyer shall purchase the Property fully in cash. All cash payments by Buyer will be in U.S. Dollars and in the form of wire transfer, certified checks or other immediately available funds.

### III. TITLE

3.1 <u>Title Commitment.</u> Within twenty (20) days after the Effective Date, Buyer must obtain a commitment for an owner's policy of title insurance (ALTA Form 06/17/06 Revised 8/1/16) covering the Property (the "Commitment"), issued by such title insurer as determined by the Buyer and the Seller, with standard exceptions for mechanic's liens, survey and parties in possession deleted, with searches for special assessments, and with an amount of coverage equal to the Purchase Price, and subject only to those matters not objected to and/or waived by Buyer. (Collectively, the "Permitted Exceptions"). The Commitment will include a copy of each instrument listed as an exception to title or referred to therein.

- 3.2 <u>Survey</u>. Buyer, if desired by Buyer and at Buyer's sole cost, may have prepared a new or updated survey of the Property made by a registered land surveyor (the "Survey").
- 3.3 <u>Examination of Title.</u> Buyer will be allowed sixty (60) days after receipt of the Commitment and Survey for examination of title to the Property and making of objections. Any matters Buyer does not object to within such sixty (60) day period shall be deemed Permitted Exceptions. Buyer is aware there is no access to the property from Rice Street and shall not make an objection thereto.
- 3.4 Corrections to Title. Excluding lack of access from Rice Street, which Buyer agrees is not objectional, if any other objections to title to the Property are made as provided in Section 3.3, Seller will be allowed 30 (30) business days after receipt of Buyer's notice of such objections to notify Buyer in writing regarding which objections to title Seller, in the exercise of its sole discretion, agrees to cure and, if Seller does not agree to cure all of Buyer's objections, Buyer may elect to either (i) if the objection can be cured after closing, Buyer may elect to escrow sufficient funds necessary to cure the objection from the Purchase Price which will only be released from escrow to reimburse actual third party costs related to curing the objection which are submitted within one year, and all remaining funds in escrow returned to Seller, and all uncured objections shall be deemed to have become Permitted Exceptions, (ii) accept title to the Property subject to the objections Seller has elected not to cure, without reduction in the amount of the Purchase Price, in which case such objections to title will be deemed to have become Permitted Exceptions. On or before the Closing, Seller will cure the objections to title which Seller has notified Buyer in writing that Seller will cure, if any.
- 3.5 <u>Buyer's Contingency.</u> Buyer has represented to Seller that Buyer has preliminary site plan approval from the City of Shoreview for a Building Permit yet to be issued regarding a contiguous Lot located to the north and west (also known as 3333 Rice Street, Shoreview, MN 55126; Tax ID Number of 36-30-23-41-0047). Buyer and Seller agree that the closing shall not take place until the City of Shoreview has physically issued the Building Permit. Buyer shall produce evidence of the Permit to the Seller immediately upon receipt. If the Permit has not been issued by March 1, 2026, Buyer and Seller shall discuss extending the closing date. Buyer shall make all reasonable efforts to secure the Permit as soon as possible. If, due to unforeseen circumstances, the City of Shoreview fails to issue the Permit within 365 days from the date of this Agreement, this offer shall be withdrawn.
- 3.6 <u>Seller's Contingency.</u> This Agreement must be formally approved by the Board of Commissioners of Ramsey County. Such approval shall be obtained as soon as possible. If the Board does not approve the Agreement, the offer shall be deemed withdrawn.

### IV. CLOSING

- 4.1 <u>Closing</u>. Closing shall occur at a time and location mutually agreed to by the parties, but must occur prior to March 30, 2026, unless otherwise agreed to by the parties. Buyer and Seller are not required to attend Closing and may submit the documents required of it by courier, mail, Federal Express or other overnight delivery service.
- 4.2 <u>Closing Company</u>: The closing shall be conducted by a licensed Minnesota title insurance company mutually agreed upon by the parties. Closing must be conducted by the same mutually agreed upon company that issued the title insurance commitment, as referenced in Section 3.1. Commercial Partners Title is an acceptable closing company with Heather Grommesch as Commercial Closer.
- 4.3 <u>Condition</u>: The Buyer agrees to accept the Property and Site in "AS IS" condition. Seller agrees to transfer possession clear of any occupation, license, or use by any other persons or entities.

## 4.4 Buyer Closing Documents. Buyer will deliver to Seller at Closing:

- (a) the Purchase Price specified in Section 2.1;
- (b) evidence the Buyer's representative corporation signing any and all closing documents is an authorized representative of Buyer and has the legal capacity to bind the company.
- (c) a closing statement duly executed by Buyer; and
- (d) any other items required by this Agreement or the Title Company.

### 4.5 <u>Seller Closing Documents</u>. Seller will deliver to Buyer at Closing:

- (a) a Limited Warranty Deed duly executed by Seller conveying the Property to Buyer, subject to the Permitted Exceptions and subject to Ramsey County Right-of-Way Plat 20;
- (b) an affidavit satisfactory to Buyer that Seller is not a foreign entity under Section 1445 of the United States Internal Revenue Code;
- (c) a well disclosure statement as required under Minnesota Statutes section 1031.235, if appropriate disclaimer language is not contained in the deed delivered at Closing;
- (d) an affidavit reasonably satisfactory to Buyer and Title Company that at Closing there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against Seller, no labor, services, materials, or machinery furnished to the Property for which mechanics' liens could be filed, and no unrecorded interests in the Property which have not been fully disclosed to Buyer;
- (e) certificate of non-foreign status pursuant to Section 1445 of the U.S. Internal Revenue Code and the regulations thereunder;
- (f) a closing statement, duly executed by Seller; and
- (g) any other items required by this Agreement and such other documents as may be reasonably and customarily required in connection with the transaction contemplated by this Agreement and the Closing Company.

### V. CLOSING COSTS AND PRORATIONS

### 5.1 Closing Costs.

- (a) Buyer and Seller will each be responsible for its legal, accounting and other expenses associated with the transaction contemplated by this Agreement up to and including the date final adjustments are made pursuant to this Agreement.
- (b) The title insurance fees, including but not limited to, title examination, special assessment searches and any associated titled fees in the preparation of the Title Commitment as required by Section 3.1, will be paid by Buyer.
- (c) The premium for any title insurance policy issued at the request of Buyer and pursuant to such Commitment will be paid by Buyer.

- (d) Seller will be responsible for any fees or taxes relating to the deed, or the correction of title, required in connection with the transaction, including without limitation, document recording fees, conservation fees, document preparation fees, state deed tax, or environmental response fund tax.
- (e) Buyer will pay all other document recording fees, document preparation fees, mortgage registry taxes, and any sales or use taxes required in connection with the transaction.
- (f) Buyer and Seller shall split equally the closing fee and any escrow fees imposed by the Closing Company in connection with this transaction.

### 5.2 Taxes and Assessments.

- (a) Real estate taxes with respect to the Property due and payable in the year in which Closing occurs will be prorated, on a per diem basis using a calendar year, to Closing, provided Seller will be responsible for any penalties and interest thereon.
- (b) Seller will pay all such taxes, and any penalties and interest thereon, due and payable in years prior to the year in which Closing occurs.
- (c) Buyer will pay all such taxes due and payable in years following the year in which Closing occurs.
- (d) Seller will pay all special assessments assessed, levied, pending or constituting a lien against the Property as of Closing, including special assessments certified for payment with the current year's real estate taxes. Seller will also pay any other deferred real estate taxes and assessments now or hereafter due by virtue of the sale of the Property or otherwise accruing for the period prior to Closing.

### VI. WARRANTIES AND REPRESENTATIONS

# 6.1 <u>Seller Warranties</u>. Seller warrants and represents to Buyer that:

- (a) Seller is the fee owner of the Property;
- (b) Seller has not received any notice of a violation of any building codes, fire codes, health codes, zoning codes, environmental laws, or other laws and regulations affecting the Property or the use thereof;
- (c) Seller has not received any notice of a condemnation, environmental, zoning or other regulation or proceeding being instituted or planned which would detrimentally affect the use and operation of the Property;
- (d) Seller has not received any notice of hearing of a public improvement project from any governmental assessing authority, the costs of which may be assessed against the Property;
- (e) Seller does not know of any wells on the Property (this statement being made pursuant to the disclosure requirements of Minnesota Statutes section 103I.235);
- (f) Seller does not know of any individual sewage treatment systems on the Property or serving the Property (this statement being made pursuant to the disclosure requirements of Minnesota Statutes section 115.55);
- (g) Seller does not know of any underground or aboveground storage tanks currently on the Property, or any underground or aboveground storage tanks formerly on the Property that had a release for

which no corrective action was taken (this statement being made pursuant to the disclosure requirements of Minnesota Statutes section 116.48);

- (h) to Seller's knowledge, no methamphetamine production has occurred on the Property;
- this Agreement and the documents entered into pursuant hereto have been duly authorized, executed and delivered on behalf of Seller and constitute the valid and binding agreements of Seller, enforceable in accordance with their terms;
- (j) the execution, delivery and performance by Seller of this Agreement, and the documents entered into pursuant hereto, will not result in a breach or violation by Seller or constitute a default by Seller under any agreement, instrument or order to which Seller is a party or by which Seller is bound;
- (k) except as disclosed to Buyer by Seller in the Documents and herein, Seller and the Property are not subject to any commitment, obligation, or agreement, including, but not limited to, any lease, purchase agreement, contract for deed, right of first refusal, option to purchase, or easement with a third party, which prevents the consummation of the transaction contemplated herein or which might bind Buyer subsequent to consummation of this Agreement.
- (I) except as provided in the Permitted Exceptions, as of Closing, there will be no obligations or liabilities of any kind or nature whatsoever, including but not limited to, any tax liabilities, contract liabilities or tort liabilities for which or to which Buyer or the Property will be liable or subject, except for non-delinquent real estate tax obligations as provided for herein;
- (m) the Property will be free of any tenancies as of Closing and no party shall be in possession thereof, except for the following, if pursuant to a valid lease: NONE
- (n) the Documents delivered to Buyer are true and correct copies, have not been amended or modified (except as noted when provided to Buyer or as noted herein), and if currently in full force and effect are free from default or notice of default;
- (o) except as may be disclosed in the Existing Environmental Reports to be provided to Buyer, to Seller's knowledge, no toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents and such products, and any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. Section 9601-9657, as amended) have been generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on the Property, nor has any activity been undertaken on the Property that would cause or contribute to (i) the Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq., or any similar state law or local ordinance, (ii) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Property within the ambit of, CERCLA, or any similar state law of local ordinance, or (iii) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq., or the Clean Air Act, U.S.C. Section 7401 et seq., or any similar state law or local ordinance. To Seller's knowledge, no substances or conditions exist in or on the Property that may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. including without limitation, the Minnesota Environmental Response and Liability Act, Minn. Stat. Section 115B ("MERLA") and the Minnesota Petroleum Tank Release Cleanup Act, Minn. Stat. Section 115C; and

- (p) Seller is not aware of any action, proceeding or investigation pending or threatened which might materially adversely affect the Property or the ability of Seller to perform its obligations under this Agreement, and the documents entered into pursuant hereto.
- 6.2 Buyer Warranties. Buyer warrants and represents to Seller that:
  - (a) Buyer's representative has all requisite power and authority to carry on its business as conducted, to execute and deliver this Agreement, and the documents entered into pursuant hereto, and to carry out its obligations under this Agreement and such documents, and has the authority to legally bind the corporation;
  - (b) the execution, delivery and performance by Buyer of this Agreement, and the documents entered into pursuant hereto, will not result in a breach or violation by Buyer or constitute a default by Buyer under any agreement, instrument or order to which Buyer is a party or by which Buyer is bound; and
  - (c) Buyer is not aware of any action, proceeding or investigation pending or threatened which might materially adversely affect the ability of Buyer to perform its obligations under this Agreement, and the documents entered into pursuant hereto.

### VII. RISK OF LOSS PRIOR TO CLOSING

7.1 Risk of Loss. Risk of loss to the Property shall be borne by Seller until title has been conveyed to Buyer or Buyer's designee at Closing.

### VIII. REMEDIES

- 8.1 <u>Default by Buyer</u>. If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice to Buyer. Upon such termination, and provided Seller is not in default of this Agreement, Buyer and Seller will have no further rights or obligations under this Agreement.
- 8.2 <u>Default by Seller</u>. If Seller defaults under this Agreement, Buyer may elect to terminate this Agreement and be relieved of its obligations hereunder and have the Right of Specific Performance.

### IX. GENERAL

- 9.1 <u>Notices</u>. Any notice, demand or document which any party is required or any party desires to give or deliver to or make upon any other party shall, in the case of a notice or demand, be in writing, and may be personally delivered, delivered by Federal Express or other nationally recognized courier service guaranteeing overnight delivery, or given or made by United States registered or certified mail, return receipt requested, with postage prepaid, or may be sent by electronic mail if confirmation of receipt by recipient is received, addressed as follows:
  - (a) if to Buyer: County of Ramsey

Scott Schwahn, Senior Assistant County Attorney

360 Wabasha Street North, Suite #10

Saint Paul, MN 55102 Larry.Schwahn@co.ramsey.mn.us

(b) if to Seller:

Richard J. Hauser Capital Real Estate, Inc.

7650 Edinborough Way, Suite #200

Edina, MN 55435 rhauser@caprei.com

subject to the right of any party to designate a different address for itself by notice similarly given. Any such notice, demand or document so given, delivered or made by registered or certified mail as aforesaid, shall be deemed to be given, delivered or made (a) upon receipt of the same by the party or parties to whom the same is to be given, delivered or made, if delivered personally, (b) upon deposit with Federal Express or other nationally recognized courier service guaranteeing overnight delivery, (c) upon deposit in the United States mail, certified or registered mail, postage prepaid, or (d) upon delivery by e-mail.

- 9.2 <u>Effective Date</u>. The effective date of this Agreement will be the date first set forth above.
- 9.3 <u>Broker Commissions</u>. Buyer and Seller each represents that no salesperson, broker, or agent has been retained by it in connection with this transaction. Either party shall be responsible for paying any applicable commission to any agent retained. Except as so specified, Buyer and Seller each indemnifies the other from any real estate or other sales commissions arising out of any claim of any salesperson, broker or agent acting or claiming to have acted on behalf of the indemnifying party in connection with this transaction.
- 9.4 Entire Agreement. This Agreement and the Exhibits referenced herein embodies the entire agreement and understanding between Buyer and Seller relating to the transaction contemplated by this Agreement and may not be amended, waived or discharged except by an instrument in writing executed by the party against whom enforcement of such amendment, waiver or discharge is sought. No warranties or representations have been given by either party to the other which are not fully embodied in this Agreement. If any term or provision of this Agreement is invalid or unenforceable, the remainder of this Agreement will not be affected and will remain in full force and effect.
- 9.5 <u>Survival</u>. Except as may otherwise be expressly provided in this Agreement, all covenants, agreements, obligations and undertakings made by Seller and Buyer in or pursuant to this Agreement will survive Closing, for a period of one (1) year after Closing, whether or not so expressed in the immediate context of any such covenant, agreement, obligation or undertaking.
- 9.6 <u>Construction</u>. This Agreement will be construed and enforced in accordance with the laws of the State of Minnesota without regard to or application of its conflicts of law rules or principles. If more than one person executes this Agreement as Buyer, each of them is jointly and severally liable for Buyer's obligations under this Agreement. Time is of the essence of this Agreement.
- 9.7 No Assignment. Buyer may not assign its interest in this Agreement without the prior written consent of Seller, which consent will not be unreasonably withheld. Seller's consent to any transfer or assignment of Buyer's rights or obligations hereunder shall not be construed as a consent to any other transfer or assignment of Buyer's rights or obligations hereunder. No transfer or assignment in violation of the provisions hereof shall be valid or enforceable. Buyer may assign to an entity controlled by Buyer for the development of Buyer's use.

- 9.8 <u>Binding Agreement</u>. This Agreement will be binding upon and inure to the benefit of Buyer and Seller and their respective heirs, representatives, successors and assigns.
- 9.9 <u>Counterparts</u>. This Agreement may be executed in any number of counterparts which together shall constitute the contract of the parties.
- 9.10 <u>Section Headings</u>. The section headings herein contained are for purposes of identification only and shall not be considered in construing this Agreement.
- 9.11 <u>Exhibits</u>. Any and all exhibits attached or to be attached hereto are hereby incorporated and made a part of this Agreement by reference.
- 9.12 Waiver. Except as herein expressly provided, no waiver by a party of any breach of this Agreement or of any warranty or representation hereunder by another party shall be deemed to be a waiver of any other breach of any kind or nature (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a party after any such breach by another party shall be deemed to be a waiver of any further breach of this Agreement or of any representation or warranty hereunder by such other party whether or not the first party knows of such a breach at the time it accepts such payment or performance. No failure on the part of a party to exercise any right it may have by the terms hereunder or by law upon the default of another party, and no delay in the exercise thereof by the first party at any time when such other party may continue to be so in default, shall operate as a waiver of any default, or as a modification in any respect of the provisions of this Agreement.
- 9.13 <u>Time Computations</u>. In computing a period of days for performance or payment as provided hereunder, the first day shall be excluded and the last day shall be included. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall extend to include the next day which is not a Saturday, Sunday, or legal holiday. Any performance or payment which must be taken or made under this Agreement must be taken or made prior to 5:00 p.m. of the last day of the applicable period provided hereunder for such action, unless another time is expressly specified. All references to time shall be Minneapolis, Minnesota time.
- 9.14 <u>Execution and Delivery</u>. Seller and Buyer acknowledge that each of them and their counsel have had the opportunity to review this Agreement, and that this Agreement will not be construed against Buyer merely because Buyer's counsel has prepared it. This Agreement will be effective only upon execution and delivery by both parties.

[Signature Pages to follow.]

SELLER:	RAMSEY COUNTY, a political subdivision of the State of Minnesota  By: Butter  Ling Becker
	County Manager
	Date: October 28 , 2025
	Approved as to form:
	/s/ Scott Schwahn
	Scott Schwahn
	Senior Assistant County Attorney

IN WITNESS OF this Agreement, the undersigned has duly executed it as of the Effective Date.

[SELLER'S SIGNATURE PAGE TO PURCHASE AGREEMENT]

Date: October 28, 2025

IN WITNESS OF this Agreement, the undersigned has duly executed it as of the Effective Date.

**BUYER:** 

Capital Real Estate, Inc., A Minnesota corporation

Name: Richard J. Hauser

Title: President and CEO

Date: 10-29-25, 2025

[BUYER'S SIGNATURE PAGE TO PURCHASE AGREEMENT]



# **Board of Commissioners Request for Board Action**

15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

**Item Number:** 2025-490 **Meeting Date:** 12/2/2025

**Sponsor:** Parks & Recreation

### Title

Right of Entry Agreement and Amendment to Existing Permanent Easement with Xcel Energy for Battle Creek Regional Park

### Recommendation

- 1. Approve a Right of Entry Agreement with the Northern States Power Company, d/b/a Xcel Energy located at 414 Nicolette Mall, Minneapolis, MN 55401 for the Pig's Eye section of Battle Creek Regional Park to maintain its existing infrastructure.
- 2. Approve the Temporary Construction easement with Xcel Energy for the proposed construction project.
- 3. Authorize the Chair and Chief Clerk to execute the temporary construction easement.
- 4. Approve the amendment of the permanent easement for the Xcel Energy infrastructure maintenance.
- 5. Authorize the County Manager to enter into agreements and amendments in accordance with the county's procurement policies and procedures, provided the amounts are consistent with compensation requirements within the compensation section of the Right of Entry Agreement.
- 6. Authorize the County Manager to accept compensation funds from Xcel Energy to be given to the Parks & Recreation department to complete work identified within the compensation section of the Right of Entry Agreement.
- 7. Authorize the County Manager to establish a project budget of \$\$66,108 for Pig's Eye Restoration in the Parks budget.

### **Background and Rationale**

The existing 115 kV transmission network near Pigs Eye Lake Regional Park was built in the 1960s and has reached the end of its expected operational life. Xcel Energy plans to rebuild the infrastructure to meet continued electric reliability in the region. The project will modernize and enhance the performance of the transmission lines, ultimately improving reliability and minimizing the risk of outages.

The project entails separating the existing two transmission lines into separate circuits onto their own structures to ensure redundancy and reliability for customers in the area and the nearby Metropolitan Council's Wastewater Treatment Plant. This critical facility can only tolerate brief electric outages before the risk of wastewater discharge to the Mississippi River may occur. By replacing failing poles and separating this line into separate single circuit transmission lines, the risk of an unplanned outages to Xcel Energy's Battle Creek Substation and failure of the wastewater treatment facility will be significantly reduced.

Additionally, in recent years, national electric codes have been updated, and infrastructure that was built in previous decades may not meet current requirements. New and rebuilt lines will be upgraded to meet these new code requirements.

Northern States Power Company is the beneficiary of an easement for energy transmission infrastructure on land now owned by Ramsey County Parks & Recreation. This request seeks the approval of a temporary access for the construction project and an amendment to the existing permanent easement that expands the easement extents to allow for the necessary additional transmission lines.

Item Number:	2025-490			Meeting Date: 12/2	2/2025
County Goals ( ⊠ Well-beir	Check those advance ng □ Prosperi		portunity		
regional impact.	Energy project that rec	d service delivery f	or businesses and ı	ever, this project will have residents. The project su idents.	
	rticipation Level and ounty related commun		npleted in regard to	the easement work requ	uested by
☑ Inform	☐ Consult	☐ Involve	☐ Collaborate	☐ Empower	
within the apprai	isal letter and outlined	in the Right of Ent	ry Agreement. The	been developed and is i county will be compensa sting a project funding co	ated
the permanent e the County. The compensation id the Parks operat	easement including leg easement amendmer lentified for the tree m ting budget in 2026. T ion shall be directed to	gal description, app nt compensation off itigation and site re he tree mitigation a	raisal, and compen fer is \$17,000.00 ar storation. This con and restoration mitig	n easement and an ame sation offer for the accepted is not part of the reston pensation should be direction compensation are a fund to be utilized for n	otance by ration ected to \$66,108.
Last Previous A None	Action				
Attachments 1. Right of Entry 2. Temporary Co	Agreement onstruction Easement				

- 3. Permanent Easement Amendment
- 4. Offer Letter
- 5. Appraisal

# TEMPORARY RIGHT-OF-ENTRY AGREEMENT Xcel Energy Line 0892-0893 Rebuild Project

This Right-of-Entry Agreement ("**Agreement**") is made and entered into by and between the County of Ramsey, a political subdivision of the State of Minnesota ("**County**"), and the Northern States Power Company, a Minnesota corporation d/b/a Xcel Energy ("**NSP**") (each singularly "Party" and jointly "Parties").

WHEREAS, the County owns real property located in Sec. 10, 11, and 14, Twn 28, Rng. 22 in Ramsey County withing what is commonly called Pig's Eye Lake in Ramsey County, MN ("Park"), and

WHEREAS, NSP has a need to undertake the reconstruction of transmission lines located in the Park to increase reliability and resilience in the Park for the purposes of maintaining existing electric supply to the communities of Ramsey County and protecting public health and the environment as more fully set forth on **Exhibit A** (the "**Project**"), and

WHEREAS, NSP intends to construct the Project starting in January of 2026 with completion expected in the first quarter of 2027.

WHEREAS, for purposes of conducting the Project, the County is willing to grant NSP and its contractors' access within the Park for construction of the Project, subject to the terms and conditions of this Agreement, and

WHEREAS, the Parties intend to enter into a separate Temporary and Permanent Easement Agreements that will provide terms for compensation to the County for easements.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements stated below, the Parties agree as follows:

- 1. **Permitted Construction Access.** For purposes hereof, "**Work Area**" means the areas, identified on **Exhibit A**, lying within the "construction limits" shown thereon. The County grants permission to NSP and its contractors to access the Work Area for construction purposes subject to the terms stated in this Agreement and within the easement rights. No construction staging or work may occur at any other location within the Park without prior written permission from the County.
- 2. **Term.** The term of the construction access shall be from November 1, 2025, through May 31, 2027 (the "**Access Period**"), unless extended by written agreement signed by the Parties' authorized representatives. During the Access Period, NSP and contractors shall have the right to enter the Work Area for purposes of the Project.
- 3. **Compensation.** NSP will compensate the County for the appraised value of trees to be removed outside the existing NSP permanent easement area as identified in **Exhibit B**. Total reimbursement will be based on final quantity of trees removed. NSP shall update **Exhibit B** to show the actual quantity of trees removed after work is completed. The

revised **Exhibit B** shall be substituted for **Exhibit B** attached to this Agreement without the need for an amendment based on the actual, and verifiable tree removals.

NSP shall compensate the County based upon the tree removals and valuations shown in the revised **Exhibit B**. The County shall have thirty (30) calendar days from receipt of the revised **Exhibit B** to contest the completed work. NSP will compensate the County within thirty (30) calendar days of receipt of the revised **Exhibit B** if it uncontested or within thirty (30) calendar days of resolution if the exhibit is contested.

- 4. **Project Activities.** The Project includes the installation of new electric transmission poles, electric and communication lines and site restoration as defined in **Exhibit A**. Access to NSP structure locations in the Park will use established access routes. NSP or its contractors will be responsible for all necessary permitting for Project work, including all necessary traffic control. NSP shall perform all Project work in conformance with the terms and conditions set forth in **Exhibit A**.
- 5. **Tree Removal and Tree Replacement.** The tree removal plan is incorporated into **Exhibit B**. The plan identifies any trees that may need to be removed including species and size impacted from project activities. The Trees to be removed have been identified in the field and tagged by NSP. NSP will require its contractors to remove the agreed upon trees at the start of construction. NSP will compensate the County for tree removals based on appraised value as defined in **Exhibit B** and which is outside NSP existing permanent access and electric line easements. The County will not replant trees within NSP's proposed Permanent Easement as defined in **Exhibit A**.
- 6. **Restoration**. All Project work, including restoration of damaged areas due to construction activities, shall be completed within the Access Period. NSP shall cause its contractor to complete site restoration, including removal and replacement of any damaged trail sections, topsoil, temporary seeding, mulching and removal of erosion control devices, permanent seeding, and landscape maintenance.
- 7. **Protection of Work.** All Project work, including restoration of damaged areas due to construction activities, shall be completed within the Access Period.-NSP will require its contractors to protect County property within the Park inside and outside of the Work Area. Restoration activities will restore any damage to turf, landscape, trees, or constructed features in the Park caused by the construction of the Project. Constructed features could include, but are not limited to, trails, bituminous and concrete pavement, parking lot infrastructure, curb and gutter, hardscape elements, signs, fencing, pedestrian bridges, and retaining walls. Restoration will include timely removal of all construction materials, debris, and temporary road materials, matching the original surface grade as far as practicable, repair or replacement of any constructed features, and restoration of the surface to like condition.
- 8. **Protection of Equipment.** The County will not be held responsible for any maintenance or damage caused to equipment left in the Work Area unless damage was caused by the County.

- 9. **Project Maintenance.** NSP shall cause its contractor to be responsible for maintaining (weed control & mowing) and watering during installation and for at least 60-day establishment period after installation. The volume of water shall be per plant requirements for establishment and normal growth. NSP shall cause its contractor to provide written request for acceptance inspection after 60-day establishment period. NSP or its contractors will notify the County prior to performing maintenance items.
- 10. **Public Access.** Trail closures are not anticipated with the Project. If trail closures, detours and limits to park access are necessary for public safety County approval is required. NSP will notify the public via on-site signage, NSP website and social media at least 2-weeks prior to construction and 1 week prior to any trail closures or limits to park access. NSP shall be responsible for providing, installing, and removing trail construction signs. NSP shall also cause its contractor to provide notification to the public at least 2-weeks prior to construction and 1-week for trail closure awareness.
- 11. **Notice and Signs**. NSP or its contractors will notify the County at least 3 weeks prior to start of construction, and 2 weeks prior to any trail closures or limits to park access, to allow for advance public notification of trail closures and park access restrictions. NSP will notify the public via on-site signage, NSP website and social media at least 2-weeks prior to construction 1 week prior to any trail closures or limits to park access. NSP will provide construction updates to the County for social media notifications. The contractor will be responsible for providing, installing, and removing all necessary traffic control devices for construction and trail closures.
- 12. **NSP and Contractor Insurance.** NSP shall provide a certificate of insurance, or letter of self-insurance, prior to start of the Project indicating insurance coverage equal to or exceeding the following:

Commercial General Liability	Limit: No less than provided in Minn. Stat. Ch. 466
Auto (owned, hired, and non-owned)	Limit: No less than provided in Minn. Stat. Ch. 466
Workers' Compensation/Employer's Liability	Limit: \$500,000/\$500,000/\$500,000
Professional Liability	Limit: No less than provided in Minn. Stat. Ch. 466

NSP will require any contractor performing work on the PROJECT to list the COUNTY as an additional insured, pursuant to the following language:

**Additional Insured Language**: The Contractor's certificate of insurance will state: "Ramsey County, its officials, employees, volunteers and agents are Additional Insured to the Contractor's Commercial General Liability and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory."

NSP will provide the County evidence of the general contractor's insurance in type and amount as specified in the General Conditions for the Project, naming the County as additional insured under the commercial general liability policy as required above. Such

evidence will be supplied after the contractor has been selected and the contract for the Project awarded.

13. **Notices**. Any notice or exchange of information which must be provided by a Party under this Agreement shall be sent to:

### **Ramsey County:**

Name: Mark McCabe

Address: 2015 Van Dyke Street, Maplewood, MN 55109

Email: mark.mccabe@co.ramsey.mn.us

Phone: (651) 266-0300

# NSP / Xcel Energy:

Name: Manager of Siting and Land Rights

Address: 414 Nicollet Mall, 6<sup>th</sup> Floor, Minneapolis, MN 55401 Email: <u>brian.e.sullivan@xcelenergy.com</u> Phone: 612-216-8083 <u>Mitchell.a.dienger@xcelenergy.com</u> Phone: 608-386-2233

### 14. Additional Provisions.

- a. Each Party agrees that it will be responsible for its own acts and omissions and the results thereof, to the extent authorized by the law, and shall not be responsible for the acts or omissions of the other Party and the results thereof. Each Party's liability is governed by the provisions of Minnesota Statutes Chapter 466 and other federal and state law. This Agreement shall not be construed to negate, abridge, or waive, with respect to either Party, the liability limits or immunities of Minnesota Statutes Chapter 466.
- b. Neither the County nor NSP waives any immunities, or defenses on liability to the Parties at law or in equity, and the Parties expressly agree that the terms of this Agreement shall not be construed to effect any such waiver.
  - This Agreement is governed, construed, and enforced under the laws of the State of Minnesota without regard to conflicts of law provisions.
- c. This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, successors, and assigns, but no third Party may seek to enforce, nor shall benefit from, this Agreement.
- d. The provisions of this Agreement are to be considered as severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect.

- e. This Agreement may not be assigned by either Party without the other Party's express written consent, such consent not to be unreasonably withheld.
- f. The terms of this Agreement may be changed only by mutual agreement of the Parties. Such changes shall be effective only upon the execution of written amendments signed by authorized representatives of the Parties to this Agreement.
- g. Failure by a Party to enforce or exercise any right in this Agreement will not be construed as a present or future waiver of such right.
- h. It is understood and agreed that the entire Agreement between the Parties is contained in this Agreement and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter. All items and exhibits referred to or attached to this Agreement are incorporated herein and are deemed to be part of this Agreement.
- i. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same document.
- 15. **Effective Date.** This Agreement is effective on the date the Agreement is fully executed by and delivered to each of the Parties (the "Effective Date").

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

[SIGNATURE PAGES ATTACHED]

# **Signature Page for Ramsey County**

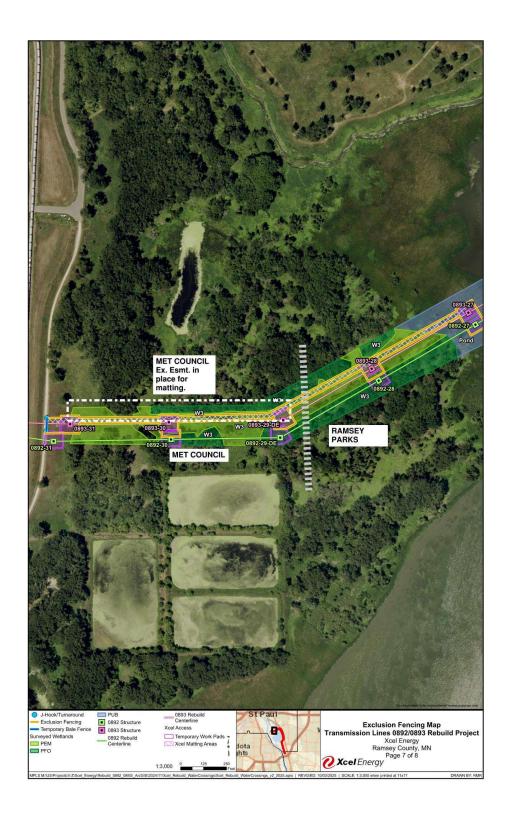
# **COUNTY OF RAMSEY**

	By:
Dated:	Rafael Ortega
	Its Chair
	By:
Dated:	Jason Yang
	Its Chief Clerk
	Approval Recommended by:
	Approval Recommended by:
	ana / m. c.lb
	Park and Recreation Director
	1 ark and recreation Director
	Approved as to form:
	~~
	Scott Schwahn
	Assistant County Attorney

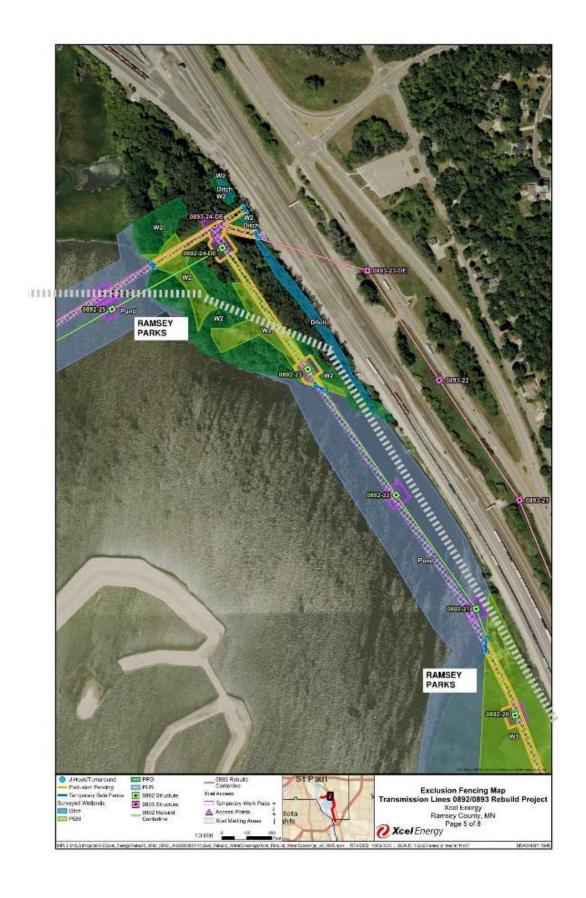
# **Signature Page for Northern States Power Company**

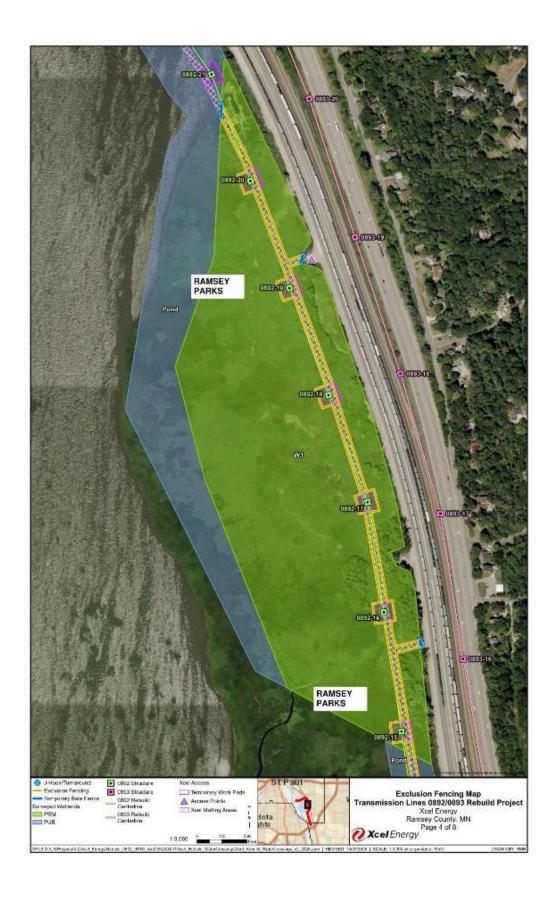
	Northern States Power Company, a Minnesota corporation d/b/a Xcel Energy
	By:
Dated:	Peter D. Gitzen
	Senior Manager Siting & Land Rights
	Xcel Energy Services Inc. an Authorized Agent for
	Northern States Power Company, a Minnesota
	corporation d/b/a Xcel Energy

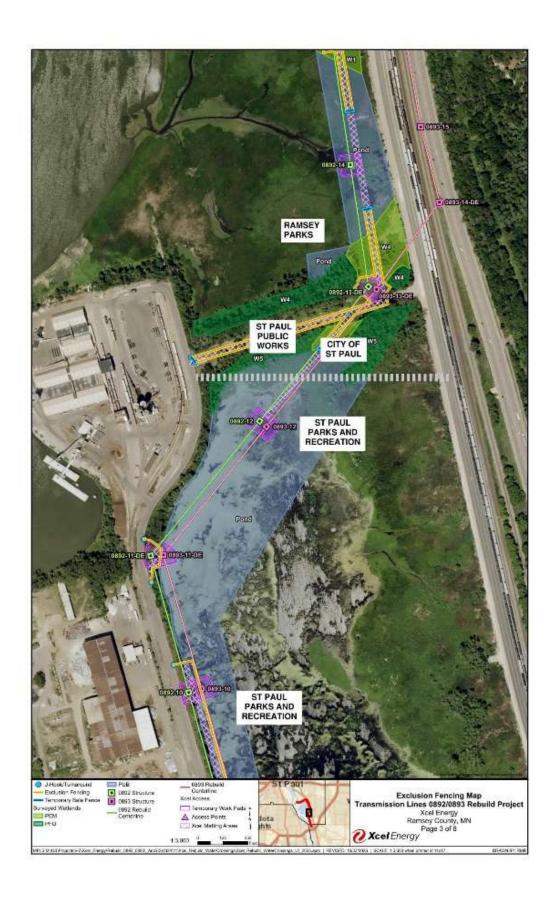
# EXHIBIT A WORK AREA





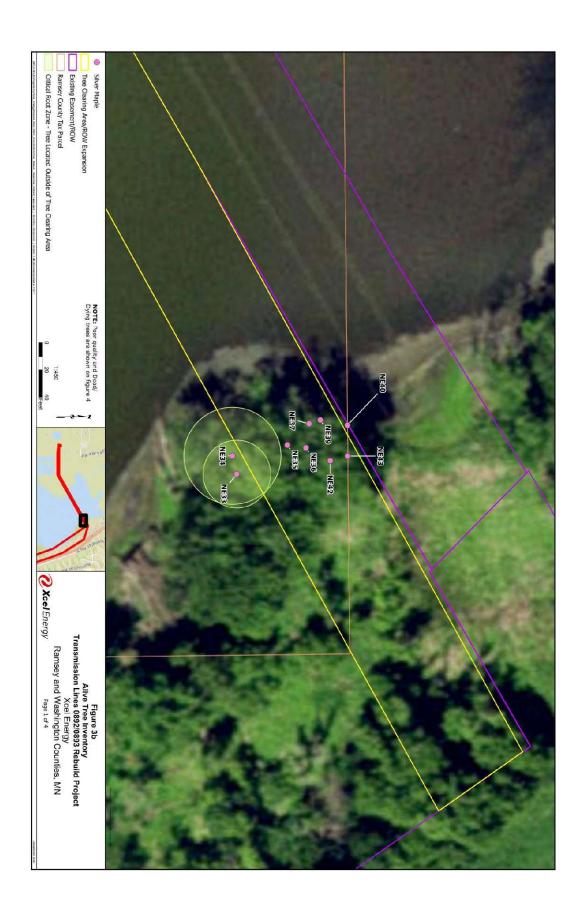


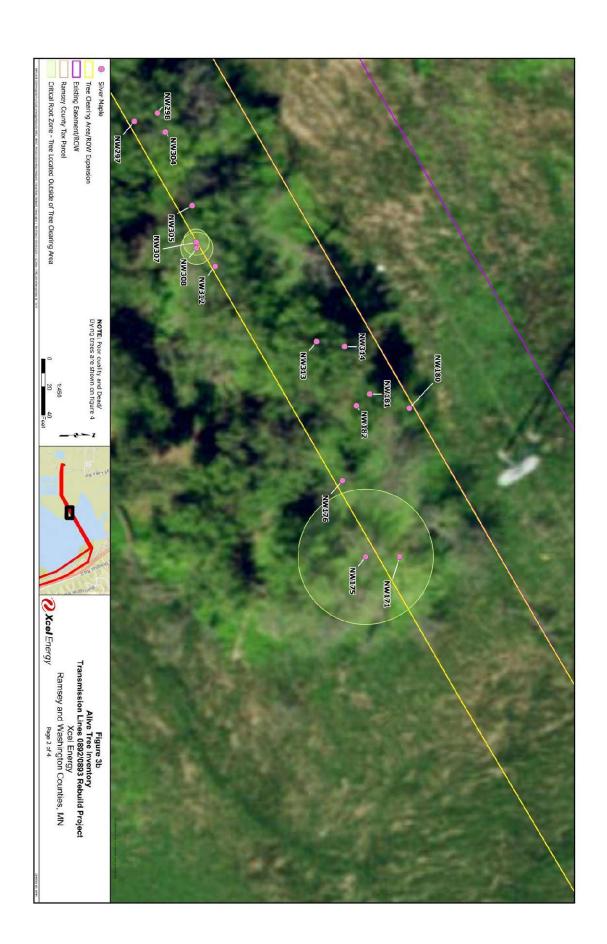


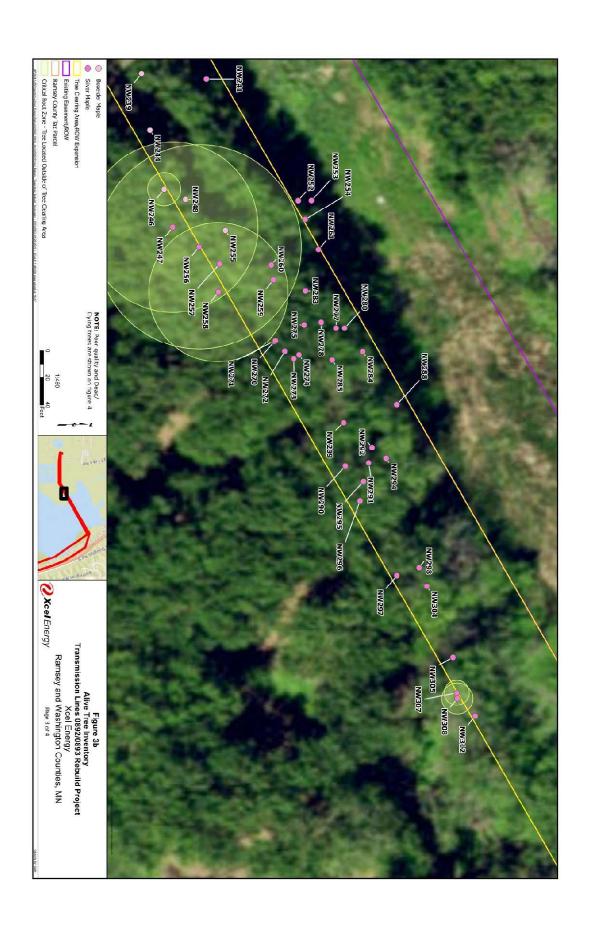


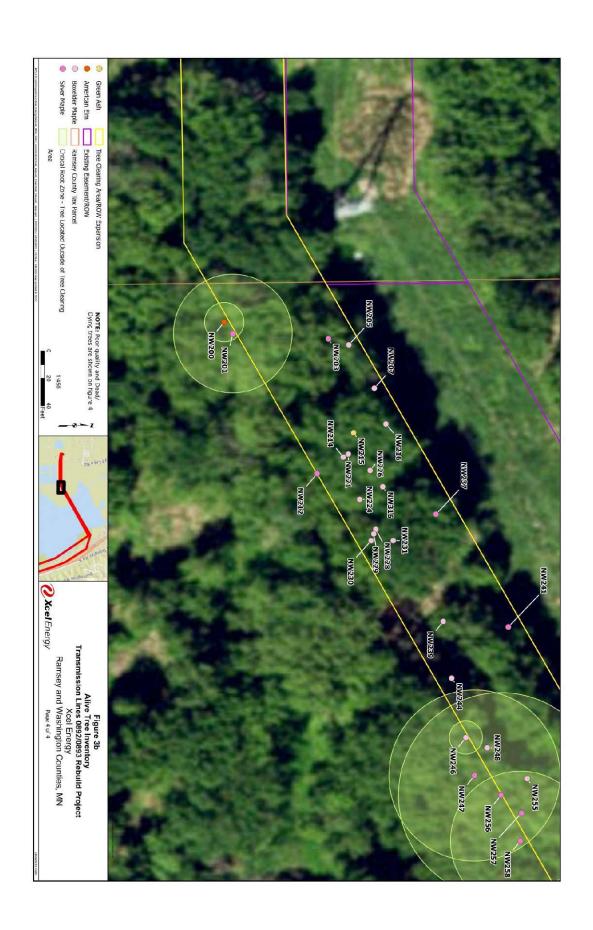
# EXHIBIT B TREE INVENTORY, VALUATION, AND COMPENSATION











Unique ID	Common Name	Scientific Name	DBH (in)	Condition Class	Comment	Cross Sectional Area (in^2)	Unit Cost (\$)	Basic Tree Cost (\$)	Species Rating	Condition Rating	Location Rating	Appraised Value (\$)
NE32	Maple_Boxelder	Acer negundo	22.92	Poor	Main trunk dead	412.59	18	7426.64	65%	20%	20%	\$193.09
NE33	Maple_Silver	Acer saccharinum		Good		484.22	18	8715.99	50%	60%	20%	\$522.98
NE34	Maple_Silver	Acer saccharinum		Good		998.18	18	17967.29	50%	60%	20%	\$1,078.0
4E35	Maple_Silver	Acer saccharinum	24.19	Good		459.58 1696.04	18 18	8272.47	50%	60%	20%	\$496.3
VE36	Maple_Silver Maple_Silver	Acer sactharinum  Acer sactharinum		Good		1696.04 325.89	18	30528.73 \$866.05	50% 50%	60%	20%	\$1,831.72 \$351.90
NESE NESE	Maple Silver	Acer saccharinum	25.78		Dead	521.98	18	9395.70	50%	0%	20%	\$551.90
NE39	Maple Silver	Acer sactharinum		Good	( NOTE OF STREET	325.89	18	5866.05	50%	60%	20%	\$351.9
NE40	Maple_Silver	Acer saccharinum		Good		630.35	18	11346.36	50%	60%	20%	\$680.74
NE42	Maple_Silver	Acer saccharinum		Good		1303.57	18	23464.18	50%	60%	20%	\$1,407.85
NE43	Maple_Silver	Acer saccharinum		Good		336.21	18	6051.80	50%	60%	20%	\$363.11
NW171	Maple_Silver	Acer saccharinum		Good		1407.97	18	25343.41	50%	60%	20%	\$1,520.60
NW172	Maple_Silver	Acer saccharinum	14.32	Poor	Dead	161.06	18	2899.01	50%	0%	20%	\$0.00
NW173	Maple_Silver	Acer saccharinum	25.15	Poor		496.78	18	8942.10	50%	30%	20%	\$268.26
NW174	Maple Silver	Acer saccharinum	34.38		Dead	928.33	18	16709.95	50%	0%	20%	\$0.00
NW175	Maple_Silver	Acer saccharinum		Good		1814.09	18	32653.59	50%	60%	20%	\$1,959.22
NW176	Maple_Silver	Acer saccharinum	18.78	Good	*****	277.00	18	4986.03	50%	60%	20%	\$299.18
NW177	Maple_Silver	Acer saccharinum	51.88		Dead	2113.93	18	38050.76	50%	0%	20%	\$0.00
NW178 NW179	Maple_Silver	Acer saccharinum	44.56		Dead	1559.49 3182.91	18 18	28070.73	50% 50%	30%	20%	\$842.17
NW180	Maple_Silver Maple_Silver	Acer saccharinum Acer saccharinum	63.66	Good	Dead	206.88	18	57292.35 3723.92	50%	60%	20%	\$223.44
NW180 NW181	Maple Silver	Acer saccharinum	42.20	Good		1471.85	18	26493.45	50%	60%	20%	\$1,589.61
NW182	Maple Silver	Acer saccharinum	27.06	Good		575.10	18	10351.87	50%	60%	20%	\$621.11
NW183	Maple Silver	Acer sactharinum	60.48			2872.86	18	51711.48	50%	30%	20%	\$1,551.34
NW194	Ash Green	Fraxinus pennsylvanica	19.74		Dead	306.04	18	5508.81	65%	0%	20%	\$0.00
NW196	Ash Green	Fraxinus pennsylvanica	12.41	Poor	Dead	120.96	18	2177.24	65%	0%	20%	\$0.00
NW197	Ash_Green	Fraxinus pennsylvanica	7.64	Poor	Dead	45.84	18	825.18	65%	0%	20%	\$0.00
NW198	Ash_Green	Fraxinus pennsylvanica		Poor	Dead	35.05	18	630.84	65%	0%	20%	\$0.00
NW200	Elm_American	Ulmus americana	14.32	Good	No.	161.06	18	2899.01	70%	60%	20%	\$243.52
NW201	Maple_Silver	Acer saccharinum	43.29	Good		1471.86	18	26493.45	50%	60%	20%	\$1,589.61
NW202	Ash_Green	Fraxinus pennsylvanica	11.46		Dead	103.15	18	1856.66	65%	0%	20%	\$0.00
NW203	Maple_Silver	Acer saccharinum	66.53	Good	wood or a	3476.37	18	62574.65	50%	60%	20%	\$3,754.48
NW204	Ash_Green	Fraxinus pennsylvanica	13.05	Poor	Dead	133.76	18	2407.60	65%	0%	20%	\$0.00
NW205 NW206	Maple_Boxelder Maple Boxelder	Acer negundo Acer negundo	11.14	Good		97.47 108.99	18 18	1754.42 1961.80	65% 65%	60% 30%	20%	\$136.84 \$76.51
NW206 NW207	Maple Boxelder Maple Boxelder	Acer negundo Acer negundo		Good	Less than 9" DBH	108.99 57.95	18	1961.80	65%	30%	20%	\$76.51
NW208	Ash Green	Fraxinus pennsylvanica	11.78	Poor	Dead Dead	108.99	18	1961.80	65%	0%	20%	\$0.00
NW209	Ash_Green	Fraxinus pennsylvanica	955	Poor	Dead	71.63	18	1289.35	65%	0%	20%	\$0.00
NW210	Maple Silver	Acer saccharinum	27.06	Poor	exec.	575.10	18	10351.87	50%	30%	20%	\$310.56
NW211	Ash_Green	Fraxinus pennsylvanica	8.28	Poor	Dead	53.85	18	969.22	65%	0%	20%	\$0.00
NW212	Maple Silver	Acer saccharinum	30.24	Good		718.21	18	12927.87	50%	60%	20%	\$775.67
NW213	Maple_Boxelder	Acer negundo	8.28	Poor	Less than 9" DBH	53.85	18	969.22	65%	0%	20%	\$0.00
NW214	Maple_Boxelder	Acer negundo	6.37	Good	Less than 9" DBH	31.87	18	573.64	65%	0%	20%	\$0.00
NW215	Ash_Green	Fraxinus pennsylvanica		Good	Emerald Ash Borer	4469.86	18	80457.54	65%	0%	20%	\$0.00
NW216	Maple_Boxelder	Acer negundo		Good	Less than 9" DBH	53.85	18	969.22	65%	0%	20%	\$0.00
NW217	Ash_Green	Fraxinus pennsylvanica		Poor	Dead	38.48	18	692.72	65%	0%	20%	\$0.00
NW218	Maple_Boxelder	Acer negundo		Poor	Dead	66.91	18 18	1204.39	65% 65%	0%	20%	\$0.00
NW219 NW220	Maple_Boxelder Ash_Green	Acer negundo Fraxinus pennsylvanica		Poor Poor	Dead Emerald Ash Borer	66.91 71.63	18	1204.39 1289.35	65%	0%	20%	\$0.00
NW221	Maple_Boxelder	Acer negundo	6.22	Good	Less than 9" DBH	31.87	18	573.64	65%	0%	20%	\$0.00
NW222	Maple Boxelder	Acer negundo		Poor	Less than 9" DBH	53.85	18	969.22	65%	0%	20%	\$0.00
NW223	Maple Boxelder	Acer negundo	12.41	Poor	NAME OF TAXABLE PARTY.	120.96	18	2177.24	65%	30%	20%	\$84.91
NW224	Maple Boxelder	Acer negundo		Good	Less than 9" DBH	31.87	18	573.64	65%	0%	20%	\$0.00
NW225	Maple Boxelder	Acer negunde		Poor	Dead	31.87	18	573.64	65%	0%	20%	\$0.00
NW226	Maple Boxelder	Acer negunde	6.68	Good	Subject to	35.05	18	630.84	65%	0%	20%	\$0.00
NW227	Maple_Boxelder	Acer negundo	6.37	Poor	Less than 9" DBH	31.87	18	573.64	65%	0%	20%	\$0.00
NW228	Maple_Boxelder	Acer negundo	12.41	Good		120.96	18	2177.24	65%	60%	20%	\$169.82
NW229	Maple_Boxelder	Acer negundo		Good		97.47	18	1754.42	65%	60%	20%	\$136.84
NW230	Maple_Boxelder	Acer negundo		Good		114.99	18	2069.83	65%	60%	20%	\$161.45
NW231	Maple_Boxelder	Acer negundo	11.46	Good		103.15	18	1856.66	65%	60%	20%	\$144.82
NW232	Maple_Boxelder	Acer negundo	8.59	Poor	Dead	57.95	18	1043,16	65%	0%	20%	\$0.00
NW233 NW234	Maple_Boxelder Maple Boxelder	Acer negunde Acer negunde	10.19	Poor		81.55 114.99	18 18	1467.95 2069.83	65% 65%	30%	20%	\$57.25 \$80.72
NW234 NW235	Maple Boxelder Maple Boxelder	Acer negundo Acer negundo	11.14			114.99 97.47	18	2069.83 1754.42	65%	30%	20%	\$68.42
NW235 NW236	Ash Green	Praxinus pennsylvanica	22.92		Dead	412.59	18	7426.64	65%	0%	20%	\$6.00
NW237	Maple_Silver	Acer saccharinum		Good		1766.84	18	31803.11	50%	60%	20%	\$1,908.19
NW238	Maple Boxelder	Acer negundo	21.01	Popr		346.69	18	6240.44	65%	30%	20%	\$243.38
NW239	Maple_Boxelder	Acer negundo	19.42	Good		296.20	18	5331.65	65%	60%	20%	\$415.87
NW240	Maple_Boxelder	Acer negundo	14.96	Poor		175.77	18	3163.93	65%	30%	20%	\$123.39
NW241	Maple_Silver	Acer saccharinum	31.51	Good		779.81	18	14036.54	50%	60%	20%	\$842.19
NW242	Maple_Boxelder	Acer negundo	14.96	Poor		175.77	18	3163.93	65%	30%	20%	\$123.39
NW243	Maple_Boxelder	Acer negundo	9.87	Poor		76.51	18	1377.20	65%	30%	20%	\$53.71
NW244	Maple_Baxelder	Acer negundo	11.46	Good	0.00	103.15	18	1856.66	65%	60%	20%	\$144.82
NW245	Maple_Boxelder	Acer negundo		Poor	Less than 9" DBH	62.35	18	1122.33	65%	0%	20%	\$0.00
NW246	Maple_Boxelder	Acer negundo		Good		114.99	18 18	2069.83	65%	60%	20%	\$161.45
NW247 NW248	Maple_Silver Maple_Boxelder	Acer sactharinum Acer negundo		Good	Less than 9" DBH	3057.18 57.95	18	55029.22 1043.16	50% 65%	0%	20%	\$3,301.75 \$0.00
NW248 NW249	Maple Boxelder Maple Boxelder	Acer negundo Acer negundo		Popr	Dead Dead	53.85	18	1043,16	65%	0%	20%	\$0.00
NW250	Maple Silver	Acer saccharinum		Poor	remedit .	1604.60	18	28882.87	50%	30%	20%	\$866.49
NW251	Maple Boxelder	Acer negundo	12.41	Popr		120.96	18	2177.24	65%	30%	20%	\$84.91
NW252	Maple Silver	Acer saccharinum		Good		1243.48	18	22382.64	50%	60%	20%	\$1,342.96
NW253	Maple_Silver	Acer saccharinum	31.19	Good		764.05	18	13752.90	50%	60%	20%	\$825.17
NW254	Maple_Silver	Acer saccharinum	43.93	Good		1515.70	18	27282.60	50%	60%	20%	\$1,636.96
NW255	Maple_Boxelder	Acer negundo	10.19	Good		81.55	18	1467.95	65%	60%	20%	\$114.50
NW256	Maple_Silver	Acer saccharinum		Good		4394.34	18	79098.20	50%	60%	20%	\$4,745.89
NW257	Maple_Silver	Acer saccharinum	30.24	Good		718.21	18	12927.87	50%	60%	20%	\$775.67
NW258	Maple Silver	Acer saccharinum		Good		2037.22	18	36669.99	50%	60%	20%	\$2,200.20
NW259	Maple_Silver	Acer saccharinum	10.19	Good		81.55	18	1467.95	50%	60%	20%	\$88.08
NW260	Maple_Silver	Acer saccharinum		Good		267.64	18	4817.56	50%	60%	20%	\$289.05
W261	Maple_Silver	Acer saccharinum		Good		296.20	18	5331.65	50%	60%	20%	\$319.90
NW270	Maple Silver	Acer saccharinum		Good		306.04	18	5508.81	50%		20%	\$330.53
NW271 NW272	Maple_Silver Maple_Silver	Acer saccharinum Acer saccharinum		Good		215.12 249.69	18 18	9872.21 4494.34	50% 50%	60%	20%	\$232.33 \$269.66
NW272	Maple Silver	Acer saccharinum		Good		306.04	18	5508.81	50%	60%	20%	\$330.53
	Maple Silver	Acer saccharinum		Good		346.69	18	6240.44	50%	60%	20%	\$374.43
NW274						990.03	18	15789.79	360/0	60%		

		7	1 7	7		T.		- 1	- 33	Total:	\$66,108.07
NW316	Maple Boxelder	Acer negundo	7 Good	Less than 9" DBH	38.48	18	692.72	65%	0%	20%	\$0.00
NW314	Maple_Silver	Acer saccharinum	48.38 Good		1838.33	18	33089.88	50%	60%	20%	\$1,985.39
NW313	Maple_Silver	Acer saccharinum	65.57 Good		3376.77	18	60781.83	50%	60%	20%	\$3,646.91
NW312	Maple_Silver	Acer saccharinum	8.59 Good	Less than 9" DBH	57.95	18	1043.16	50%	0%	20%	\$0.00
NW311	Maple_Silver	Acer saccharinum	50.61 Poor	Dead	2011.70	18	36210.63	50%	0%	20%	\$0.00
NW310	Maple_Silver	Acer saccharinum	31.19 Poor	Dead	764.05	18	13752.90	50%	0%	20%	\$0.00
NW309	Maple_Silver	Acer saccharinum	54.11 Poor	Dead	2299.57	18	41392.20	50%	0%	20%	\$0.00
NW308	Maple_Silver	Acer saccharinum	11.46 Good	1	103.15	18	1856.66	50%	60%	20%	\$111.40
NW307	Maple_Silver	Acer saccharinum	9.23 Good		66.91	18	1204.39	50%	60%	20%	572.26
NW306	Maple_Silver	Acer saccharinum	33.42 Poor	Dead	877.21	18	15789.79	50%	0%	20%	\$0.00
NW305	Maple_Silver	Acer saccharinum	26.1 Good		535.02	18	9630.40	50%	60%	20%	\$577.82
NW304	Maple_Silver	Acer saccharinum	34,06 Good		911.13	18	16400.33	50%	60%	20%	\$984.02
NW303	Maple_Silver	Acer saccharinum	29.28 Poor	Dead	673.34	18	12120.08	50%	0%	20%	\$0.00
NW302	Maple_Silver	Acer saccharinum	23.55 Poor		435.58	18	7840.53	50%	30%	20%	\$235.22
NW301	Maple_Silver	Acer saccharinum	42.02 Poor	Dead	1386.77	18	24961.78	50%	0%	20%	\$0.00
NW300	Maple_Silver	Acer saccharinum	52.84 Poor	Dead	2192.89	18	39471.99	50%	0%	20%	\$0.00
NW299	Maple_Silver	Acer saccharinum	48.38 Poor	Dead	1838.33	18	33089.88	50%	.0%	20%	\$0.00
NW298	Maple_Silver	Acer saccharinum	33.42 Good		877.21	18	15789.79	50%	60%	20%	\$947.39
NW297	Maple_Silver	Acer saccharinum	48.06 Good		1814.09	18	32653.59	50%	60%	20%	\$1,959.22
NW295	Maple_Silver	Acer saccharinum	10.82 Good		91.95	18	1655.08	50%	60%	20%	599.30
NW295	Maple_Silver	Acer saccharinum	12.41 Good		120.96	18	2177.24	50%	60%	20%	\$130.63
NW294	Maple_Silver	Acer saccharinum	10.5 Good		86.59	18	1558.63	50%	60%	20%	\$93.52
NW293	Maple_Silver	Acer saccharinum	16.55 Poor	Dead	215.12	18	3872.21	50%	0%	20%	\$0.00
NW292	Maple_Silver	Acer saccharinum	15.28 Good		183.37	18	3300.73	50%	60%	20%	\$198.04
NW291	Maple_Silver	Acer saccharinum	71.94 Good	Split trunk	4064.73	18	73165,15	50%	30%	20%	\$2,194.95
NW290	Maple_Silver	Acer saccharinum	16.55 Good		215.12	18	3872.21	50%	60%	20%	\$232.33
NW289	Maple_Silver	Acer saccharinum	31.19 Good		764.05	18	13752.90	50%	60%	20%	\$825.17
NW288	Maple_Silver	Acer saccharinum	12.1 Good		114.99	18	2069.83	50%	50%	20%	\$124.19
NW287	Maple_Silver	Acer saccharinum	37.24 Poor		1089.21	18	19605.72	50%	30%	20%	\$588.17
NW286	Maple_Silver	Acer saccharinum	57.61 Poor		2606.67	18	46920.12	50%	30%	20%	\$1,407.60
NW285	Maple_Silver	Acer saccharinum	32.79 Good		844.45	18	15200.09	50%	60%	20%	\$912.01
NW284	Maple Silver	Acer saccharinum	11.14 Good		97.47	18	1754.42	50%	60%	20%	\$105.27
NW283	Maple_Silver	Acer saccharinum	29.92 Good		703.10	18	12655.71	50%	60%	20%	\$759.34
NW282	Maple_Silver	Acer saccharinum	16.55 Poor		215.12	18	3872.21	50%	30%	20%	\$116.17
NW281	Maple_Silver	Acer saccharinum	13.37 Poor		140.40	18	2527.12	50%	30%	20%	\$75.81
NW280	Maple_Silver	Acer saccharinum	15.92 Good		199.06	18	3583.02	50%	60%	20%	\$214.98
NW279	Maple_Silver	Acer saccharinum	10.82 Poor		91.95	18	1655.08	50%	30%	20%	\$49.65
NW278	Maple_Silver	Acer saccharinum	17.83 Good		249.69	18	4494.34	50%	60%	20%	\$269.66
NW277	Maple_Silver	Acer saccharinum	7 Good	Less than 9" DBH	38.48	18	692.72	50%	0%	20%	\$0.00

(Above space reserved for Recording Information)

#### TEMPORARY CONSTRUCTION EASEMENT

This Temporary Construction Easement ("Easement") is made by and between the County of Ramsey, a political subdivision of the State of Minnesota, ("Grantor") and Northern States Power Company, d/b/a Xcel Energy, a Minnesota ("Grantee") (collectively referred to as the "Parties").

#### WITNESSETH:

**WHEREAS**, Grantor is the fee owner of real property that is legally described on the attached **Exhibit A** ("Property"); and

WHEREAS, Grantee owns a permanent easement on Grantor's Property for the operation and maintenance of electric transmission lines; and co

**WHEREAS**, Grantee is making improvements to its electric transmission lines on the Property, which project is called the Line 0982/0893 Rebuild ("Project"); and

**WHEREAS**, Grantee needs a temporary easement over, under and across portions of Grantor's Property for the Project.

**NOW THEREFORE**, for valuable consideration, the receipt of which is acknowledged by Grantor, and in further consideration for the mutual promises made below, the Parties agree as follows:

- 1. **Grant of Easement**. Grantor hereby grants and conveys to Grantee, its agents, contractors, permittees, successors, and assigns, a Temporary Construction Easement over, under and across that part of the Property legally described on the attached **Exhibit B** (the "Easement Area") and depicted for reference on the attached **Exhibit C** for the Project.
- 2. **Use.** Grantee may use the Easement Area for purposes of constructing the Project, which may include [e.g. staging construction materials and equipment, banking soil or project debris, construction project staff parking, installation of utilities, or other specific purposes].

Subsequent to the date of the Easement and until such Easement has expired, Project #0892-0893 1 of 8
Form ver. Feb 2022

Grantor, its heirs, successors, and assigns, will not erect, construct, or create any building, improvement, obstruction, perpendicular utility crossing, or structure of any kind, either above or below the surface of the Easement Area or plant any trees, or stockpile construction debris or construction equipment, or change the grade of the Easement Area without Grantee's express written consent.

- 3. **Term of Easement**. The Easement shall commence on the November 1, 2025 and shall remain in full force and effect until December 31, 2026 unless otherwise extended in writing by the Parties.
- 4. **Restoration**. Upon completion of the Project Grantee shall make reasonable efforts to restore the Easement Area to a like kind condition or the condition that existed prior to the granting of this Easement.
- 5. **Representation of Ownership**. Grantor represents that it is the lawful owner and is in lawful possession of the above-described real estate and has the lawful right and authority to convey and grant the Easement.
- 6. **Notices and Demands**. All notices, requests, demands, consents, and other communications required or permitted under this Easement shall be in writing and shall be deemed to have been duly and properly given 3 business days after the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed to the intended recipient as follows:

Grantor: Ramsey County

2015 Van Dyke Street Maplewood, MN 55109

Grantee: Xcel Energy

414 Nicollet Mall

6th Floor

Minneapolis, MN 55401 Attn: Siting and Land Rights

7. **Termination, Amendment, or Release of Easement**. The Easement may only be amended by written agreement signed by the Parties or their successors and/or assigns. If amended, either the Grantee or the Grantor shall record the amendment against the Property. Grantee may release the Easement at any time during the Term by a executing a Release of Easement and recording the same against the Property and providing a copy of the Release of Easement to the Grantor. After the Term of the Easement has expired, this Easement shall automatically expire without further action by the parties.

#### 8. **Miscellaneous**.

a. **Binding Covenant**. The provisions and conditions of this Easement shall be binding upon and inure to the benefit of the Parties and their successors and assigns and shall constitute a covenant running with the land.

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- b. **Waiver**. No waiver of any provision of this Easement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Easement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.
- c. **Liability**. Each Party is responsible for their own acts and omissions and the results thereof to the extent authorized by the law. This shall not be construed to waive any liability limits or immunities including those arising under Minnesota Statutes Chapter 466.
- d. **Governing Law**. This Easement is governed, construed, and enforced under the laws of the State of Minnesota without regard to conflicts of law provisions.
- e. **Counterparts**. This Easement may be executed in any number of counterparts, each of which is to be deemed to be an original and the counterparts together constitute one and the same Easement. A physical copy or electronic copy of this Easement, including its signature pages, will be binding, and deemed to be an original.
- f. **Severability**. The provisions of this Easement are severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect.
- g. **No Presumption against Drafter**. This Easement has been negotiated at arm's length and with the opportunity for the Parties to consult legal counsel regarding its terms. Accordingly, this Easement shall be interpreted to achieve the intent and purpose of the Parties, without any presumption against the drafting party.
- h. **Authority of Signatory**. Each party to this Easement warrants to the other that it has the right and authority to enter into this Easement.

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# Northern States Power Company, d/b/a Xcel **Energy** A Minnesota corporation

A Willi	mesota c	or por autoir
By:	Peter D	. Gitzen
	Title:	Manager, Siting & Land Rights Xcel Energy Services Inc. an Authorized Agent for Northern States Power Company, a Minnesota corporation d/b/a Xcel Energy
STATE OF MINNESOTA ) ) ss COUNTY OF HENNEPIN )		
<u> </u>	n the Mai orthern S	
	Notary	y Public

This instrument drafted by:

Northern States Power Company 414 Nicollet Mall, MP-7B Minneapolis, MN 55402

Project #0892-0893 Form ver. Feb 2022 4 of 8

COUNTY OF RAMSEY	
By	
Its	
And	
STATE OF MINNESOTA )	
The foregoing instrument was acknowledged before me this day of, the for the County of Ramsey, a political subdivision of the State of Minnesota, on its beh	nalf
	ıall
Notary Public	

Project #0892-0893 Form ver. Feb 2022

[Notary stamp]

 $5 \ \mathrm{of} \ 8$ 

#### **EXHIBIT A**

## **Legal Description of the Property**

The Southwest quarter of the Southeast quarter of Section 10, Township 28, Range 22.

AND

The North  $\frac{1}{2}$  of the Southeast quarter of Section 10, township 28, Range 22.

AND

The Southeast quarter of the Southeast quarter of Section 10, Township 28, Range 22.

#### **EXHIBIT B**

#### **Temporary Construction Easement Area Legal Description**

Commencing at the northeast corner of the Southeast Quarter of Section 10, Township 28 North, Range 22 West, Ramsey County, Minnesota; thence South 89 degrees 52 minutes 17 seconds West along the north line of said Southeast Quarter, a distance of 8.61 feet to the point of beginning; thence South 61 degrees 30 minutes 22 seconds West, a distance of 476.85 feet; thence South 60 degrees 57 minutes 35 seconds West, a distance of 670.51 feet; thence South 59 degrees 44 minutes 24 seconds West, a distance of 665.22 feet; thence South 60 degrees 29 minutes 14 seconds West, a distance of 878.64 feet to the south line of the North Half of said Southeast Quarter; thence South 89 degrees 53 minutes 03 seconds West along said south line, a distance of 262.34 feet to the west line of said North Half; thence North 00 degrees 16 minutes 43 seconds West along the west line of said North Half, a distance of 41.48 feet; thence North 60 degrees 27 minutes 39 seconds East, a distance of 2594.80 feet to said north line; thence North 89 degrees 52 minutes 17 seconds East along said north line, a distance of 349.52 feet to the point of beginning.

#### AND

Commencing at the southwest corner of the Southwest Quarter of the Southeast Quarter of Section 10, Township 28 North, Range 22 West, Ramsey County, Minnesota; thence North 00 degrees 16 minutes 43 seconds West along the west line of said Southwest Quarter of the Southeast Quarter, a distance of 1168.13 feet to the point of beginning; thence continuing North 00 degrees 16 minutes 43 seconds West along said west line, a distance of 147.57 feet to the north line of said Southwest Quarter of the Southeast Quarter; thence North 89 degrees 53 minutes 03 seconds East along said north line, a distance of 262.34 feet; thence South 60 degrees 29 minutes 14 seconds West, a distance of 300.63 feet to the point of beginning.

#### EXHIBIT C

### Temporary Construction Easement Area Depiction For Reference Purposes Only

Commencing at the northeast corner of the Southeast Quarter of Section 10, Township 28 North, Range 22 West, Ramsey County, Minnesota; thence South 89 degrees 52 minutes 17 seconds West along the north line of said Southeast Quarter, a distance of 8.61 feet to the point of beginning; thence South 61 degrees 30 minutes 22 seconds West, a distance of 476.85 feet; thence South 60 degrees 57 minutes 35 seconds West, a distance of 670.51 feet; thence South 59 degrees 44 minutes 24 seconds West, a distance of 665.22 feet; thence South 60 degrees 29 minutes 14 seconds West, a distance of 878.64 feet to the south line of the North Half of said Southeast Quarter; thence South 89 degrees 53 minutes 03 seconds West along said south line, a distance of 262.34 feet to the west line of said North Half; thence North 00 degrees 16 minutes 43 seconds West along the west line of said North Half, a distance of 41.48 feet; thence North 60 degrees 27 minutes 39 seconds East, a distance of 2594.80 feet to said north line; thence North 89 degrees 52 minutes 17 seconds East along said north line, a distance of 349.52 feet to the point of beginning.

#### AND

Commencing at the southwest corner of the Southwest Quarter of the Southeast Quarter of Section 10, Township 28 North, Range 22 West, Ramsey County, Minnesota; thence North 00 degrees 16 minutes 43 seconds West along the west line of said Southwest Quarter of the Southeast Quarter, a distance of 1168.13 feet to the point of beginning; thence continuing North 00 degrees 16 minutes 43 seconds West along said west line, a distance of 147.57 feet to the north line of said Southwest Quarter of the Southeast Quarter; thence North 89 degrees 53 minutes 03 seconds East along said north line, a distance of 262.34 feet; thence South 60 degrees 29 minutes 14 seconds West, a distance of 300.63 feet to the point of beginning.



LOCATION: CITY OF ST. PAUL, RAMSEY COUNTY, MINNESOTA GRANTOR: COUNTY OF RAMSEY



2025-01-31 VIEW ONLY!

LINE: 0892-0893

SEC. 10, T.28N., R.22W., 4TH P.M.

COUNTY: RAMSEY



LOCATION: CITY OF ST. PAUL, RAMSEY COUNTY, MINNESOTA GRANTOR: COUNTY OF RAMSEY



2025-01-31 VIEW ONLY!

SE CORNER -OF THE SE 1/4 SEC. 10-T28-R22

LINE: 0892-0893

SEC. 10, T.28N., R.22W., 4TH P.M.

COUNTY: RAMSEY

(Above space is reserved for Recording Information)

### **AMENDMENT TO EASEMENT AGREEMENT**

THIS AMENDMENT TO EASEMENT AGREEMENT ("Amendment") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by and between the County of Ramsey, a political subdivision of the State of Minnesota, ("Grantor") and Northern States Power Company, d/b/a Xcel Energy, a Minnesota Corporation ("Grantee").

#### WITNESSETH:

**WHEREAS,** Grantor and Grantee executed that certain Easement Agreement, dated April 12<sup>th</sup>, 1976, recorded with the Ramsey County Recorder's Office on June 9<sup>th</sup>, 1976, as Document No. 1935807 ("Easement Agreement") that granted permanent and temporary easement rights over Grantor's property for the construction and operation of Grantee's sanitary sewer system.

WHEREAS, Grantor and Grantee desire to amend the Easement Agreement to expand the easement area to provide additional space for Grantee to maintain its existing infrastructure.

**WHEREAS**, Grantee and Grantor have agreed on the compensation to be paid by Grantee to Grantor for the expanded easement area.

**NOW THEREFORE,** in consideration of the compensation to be paid by Grantee to Grantor, and in consideration of the mutual promises made herein, the parties agree to amend the Easement Agreement as follows:

- 1. Exhibit A to the Easement Agreement, which defined the easement area, is hereby deleted and replaced with the attached Exhibit A.
- 2. The remaining provisions of the Easement Agreement remain in full force and effect without change.
- 3. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and the counterparts together shall constitute one and the same Amendment. A copy, facsimile copy or electronic copy of this Amendment, including its signature pages, will be binding and deemed to be an original.

**IN WITNESS THEREOF,** the parties hereto have executed this Amendment as of the date first set forth above.

	orthern States Power Company, d/b/a Xcel Energy Minnesota corporation
Ву	y: Peter D. Gitzen
	Title: Senior Manager, Siting & Land Rights Xcel Energy Services Inc. an Authorized Agent for Northern States Power Company, a Minnesota corporation d/b/a Xcel Energy
STATE OF <u>MINNESOTA</u> )	
COUNTY OF <u>HENNEPIN</u> )ss.	
, 20, by Peter D. 0	ent was acknowledged before me this day of Gitzen the Manager, Siting & Land Rights, Xcel Energy Northern States Power Company, a Minnesota corporation orporation.
Notary Public	

Notary Public	_		
of	, a	,	on its behalf.
, 20, by		,,	
The foregoing instrume	nt was acknowle	dged before me this	day of
COUNTY OF	)		
STATE OF	)ss.		
STATE OF	)		
		Its:	
		By:	
		RAMSEY COUNT	ΓΥ
		GRANTOR:	

This instrument was drafted by: Northern States Power Company 414 Nicollet Mall, MP-7B Minneapolis, MN 55401

### Exhibit A

# **Legal Description of the Property**

The Southwest quarter of the Southeast quarter of Section 10, Township 28, Range 22.

AND

The North ½ of the Southeast quarter of Section 10, township 28, Range 22.

AND

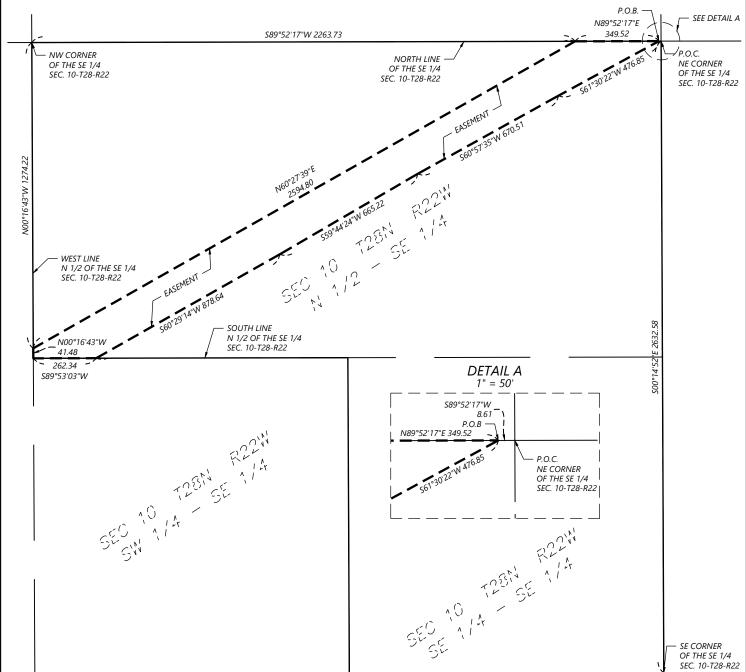
The Southeast quarter of the Southeast quarter of Section 10, Township 28, Range 22.

# **EXHIBIT A SHEET 1 OF 2 SHEETS**

CERTIFICATE OF SURVEY GRANTOR: COUNTY OF RAMSEY SEE SHEET 2 OF 2 FOR DESCRIPTION



1" = 400



LINE: 0892-0893

SEC. 10, T.28N, R.22W, 4TH PM.

COUNTY: RAMSEY

P.O.C. = POINT OF COMMENCEMENT P.O.B. = POINT OF BEGINNING

P.O.T. = POINT OF TERMINATION

BEARINGS, DISTANCES AND ACREAGE ARE BASED ON RAMSEY COUNTY COORDINATE SYSTEM, NAD83 (2011) ADJUSTMENT, US SURVEY FT I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT 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.

SETH T. WECKMAN

Webson

LIC. NO. 57085

DATE 09/24/2024

N:\0042262.00\\_CAD\\_Survey\COUNTY

westwoodps
Westwood Professional Services, Inc.

#### CERTIFICATE OF SURVEY GRANTOR: COUNTY OF RAMSEY

#### "PROPERTY"

North 1/2 of Southeast 1/4 of Section 10, Township 28, Range 22.

The Southeast quarter (SE1/4) of the Southeast quarter (SE1/4 of Section Ten (10), Township Twenty-Eight (28), Range Twenty-two (22).

#### "EASEMENT AREA"

An easement lying over, under and across that part of the hereinbefore described "PROPERTY," described as follows:

Commencing at the northeast corner of the Southeast Quarter of Section 10, Township 28 North, Range 22 West, Ramsey County, Minnesota; thence South 89 degrees 52 minutes 17 seconds West along the north line of said Southeast Quarter, a distance of 8.61 feet to the point of beginning; thence South 61 degrees 30 minutes 22 seconds West, a distance of 476.85 feet; thence South 60 degrees 57 minutes 35 seconds West, a distance of 670.51 feet; thence South 59 degrees 44 minutes 24 seconds West, a distance of 665.22 feet; thence South 60 degrees 29 minutes 14 seconds West, a distance of 878.64 feet to the south line of the North Half of said Southeast Quarter; thence South 89 degrees 53 minutes 03 seconds West along said south line, a distance of 262.34 feet to the west line of said North Half; thence North 00 degrees 16 minutes 43 seconds West along the west line of said North Half, a distance of 41.48 feet; thence North 60 degrees 27 minutes 39 seconds East, a distance of 2594.80 feet to said north line; thence North 89 degrees 52 minutes 17 seconds East along said north line, a distance of 349.52 feet to the point of beginning.

#### "SUMMARY OF AREAS"

Proposed easement:	10.01 acres, more or less
Proposed easement inside road right of way:	N/A
Proposed easement less road right of way:	10.01 acres, more or less

BEARINGS, DISTANCES AND ACREAGE ARE BASED ON RAMSEY COUNTY COORDINATE SYSTEM, NAD83 (2011) ADJUSTMENT, US SURVEY FT

LINE: 0892-0893

SEC. 10, T.28N, R.22W, 4TH PM.

COUNTY: RAMSEY



Toll Free

(800) 270-9495

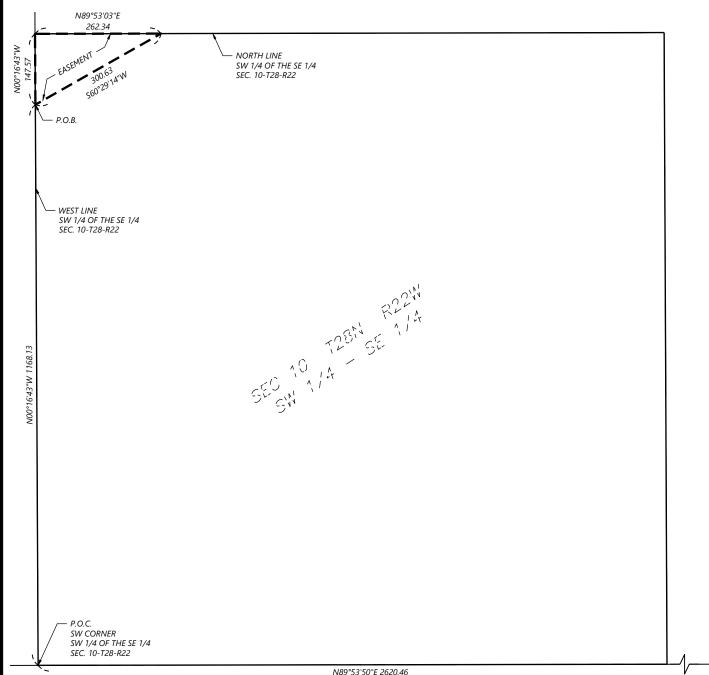
13341 Cyress Drive, Suite 10 Baxter, MN 56425

# **EXHIBIT A SHEET 1 OF 2 SHEETS**

CERTIFICATE OF SURVEY GRANTOR: COUNTY OF RAMSEY SEE SHEET 2 OF 2 FOR DESCRIPTION



1" = 200'



LINE: 0892-0893

SEC. 10, T.28N, R.22W, 4TH PM.

COUNTY: RAMSEY

P.O.C. = POINT OF COMMENCEMENT P.O.B. = POINT OF BEGINNING

P.O.T. = POINT OF TERMINATION

BEARINGS, DISTANCES AND ACREAGE ARE BASED ON RAMSEY COUNTY COORDINATE SYSTEM, NAD83 (2011) ADJUSTMENT, US SURVEY FT

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT 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.

SETH T. WECKMAN

LIC. NO. 57085

SE CORNER

OF THE SE 1/4

SEC 10-T28-R22

DATE 09/24/2024

**Westwood**one (320) 253-9495 13341 Cyress Drive, Suite 101

13341 Cyress Drive, Suite 101 Baxter, MN 56425 westwoodps.com

Westwood Professional Services, Inc.

CERTIFICATE OF SURVEY
GRANTOR: COUNTY OF RAMSEY

#### "PROPERTY"

The Southwest quarter of the Southeast quarter of Section 10, Township 28, Range 22.

#### "EASEMENT AREA"

An easement lying over, under and across that part of the hereinbefore described "PROPERTY," described as follows:

Commencing at the southwest corner of the Southwest Quarter of the Southeast Quarter of Section 10, Township 28 North, Range 22 West, Ramsey County, Minnesota; thence North 00 degrees 16 minutes 43 seconds West along the west line of said Southwest Quarter of the Southeast Quarter, a distance of 1168.13 feet to the point of beginning; thence continuing North 00 degrees 16 minutes 43 seconds West along said west line, a distance of 147.57 feet to the north line of said Southwest Quarter of the Southeast Quarter; thence North 89 degrees 53 minutes 03 seconds East along said north line, a distance of 262.34 feet; thence South 60 degrees 29 minutes 14 seconds West, a distance of 300.63 feet to the point of beginning.

#### "SUMMARY OF AREAS"

Proposed easement: 0.44 acres, more or less
Proposed easement inside road right of way: N/A
Proposed easement less road right of way: 0.44 acres, more or less

BEARINGS, DISTANCES AND ACREAGE ARE BASED ON RAMSEY COUNTY COORDINATE SYSTEM, NAD83 (2011) ADJUSTMENT, US SURVEY FT

LINE: 0892-0893

SEC. 10, T.28N, R.22W, 4TH PM.

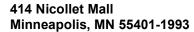
COUNTY: RAMSEY



Toll Free

(800) 270-9495

13341 Cyress Drive, Suite 10 Baxter, MN 56425





November 17, 2025

Ramsey County 2015 Van Dyke Street Maplewood, MN 55109

Re: Xcel Energy Line 0892-0893 Rebuild Project

PIDs: 102822410002, 112822330002, & 142822230002 Location: Ramsey County, Sec. 10, 11, and 14, Twn 28,

Rng. 22

Dear Mr. Brett Blumer,

Northern States Power Company, d/b/a Xcel Energy ("Grantee") intends to reconstruct the existing transmission line that crosses over Ramsey County Parks property near Pigs Eye Lake; Line 0892-0893 Rebuild Project ("Project"). The project is required to improve the reliability and resilience of the electric grid that supplies the surrounding communities. The Grantee requests a temporary construction/access/permanent utility easement on your property for the project and an offer is contained below.

Based on the independent appraisal report (enclosed) prepared by RLS Valuation / TaTonka Real Estate Advisors dated September 16, 2025 and Alive Tree Inventory of the subject area; Northern States Power Company hereby makes the following offer:

4.88 Acres / 212,573 sq. ft. Permanent Utility Easement: Compensation for loss of trees

\$ 17,000.00 \$66,108.07 \$83,108.07

**ROUNDED: \$83,110.00** 

If you have any questions in the interim, please contact me via email or phone.

Respectfully,

**Brian Sullivan** 

Principal Siting and Land Rights

Xcel Energy | Responsible by Nature

P: 612.216.8083 C: 612.366.0234 Brian.e.sullivan@xcelenergy.com



A "Before" and "After" Market Value Appraisal of Real Property

### **RAMSEY COUNTY PARKS & RECREATION TRACT**

Northwest Side of Pigs Eye Lake Near the Terminus of Pigs Eye Lake Road St. Paul, Minnesota 55119

# NSP Transmission Line 0892 Expansion Project Property Owned by Ramsey County Parks & Recreation

Effective Appraisal Date: September 18, 2025



#### **PREPARED FOR:**

Brian Sullivan
Siting and Land Rights **Xcel Energy** 

414 Nicollet Mall, 414-06 Minneapolis, MN 55401

#### **PREPARED BY:**

RLS Valuation, Inc. | TaTonka Real Estate Advisors, Inc.

150 South 5<sup>th</sup> Street Suite 1400 Minneapolis, Minnesota 55402



# RLS Valuation | TaTonka Real Estate Advisors

150 South 5<sup>th</sup> Street, Suite 1400 Minneapolis, Minnesota 55402 612-466-7300 main 612-466-7319 fax www.TaTonkaRE.com

> RLS Direct: (612) 466-7312 RLS Mobile: (612) 819-0529

September 26, 2025

Brian Sullivan
Siting and Land Rights **Xcel Energy**414 Nicollet Mall, 414-06
Minneapolis, MN 55401

RE: Appraisal of "Before" and "After" Market Value

Ramsey County Parks & Recreation Tract – Pigs Eye Lake Property

Northwest Side of Pigs Eye Lake Near the Terminus of Pigs Eye Lake Road St. Paul, Minnesota 55119

**NSP Transmission Line 0892 Expansion Project** 

RLS Valuation | TaTonka File No. 25-147

#### Dear Brian Sullivan:

As requested, we have investigated and analyzed the above-referenced property in order to conclude its market value in fee simple estate both before and after a proposed partial acquisition of the real property, as of the effective appraisal date of September 24, 2025. The intended use of this appraisal is to assist the client, Xcel Energy, in offering just compensation for the value impact of this partial acquisition, which is being done to widen an existing permanent transmission line easement running across a tract owned by Ramsey County Parks & Recreation located in the Mississippi River and Pigs Eye Lake area of St. Paul. The intended user of this appraisal report is the client and its legal counsel. The results of this analysis and the rationale utilized in our conclusions are explained in the following appraisal report.

The subject of this valuation involves property containing both land and a portion of a shallow lake, oriented only for conservation and/or recreational purposes, located on the northwest side of Pigs Eye Lake about 1,000 feet east of the terminus of Pigs Eye Lake Road in St. Paul, Minnesota. It has no street address. Before the acquisition, the subject real estate contains a total area of 160.0 acres, or 6,969,600 square feet, and it is a non-buildable, restricted-use, parcel situated in the Mississippi flood fringe within the 100-year flood hazard zone designation. The lake portion is shallow, and the upland area, which is estimated to contain only approximately 40 acres, or around 1,700,000 square feet, is generally level and unimproved.

After the acquisition, the gross area of the subject site does not change as there is no permanent easement or other permanent takings being acquired in fee, but the parcel will have an existing transmission line easement on it expanded by 212,573 square feet (4.88 acres) over the site. This proposed 170-foot-wide expanded easement area will run diagonally through the northern half of the subject property where a 90-foot-wide high-voltage power line already exists. No other changes or impacts to the subject parcel are occurring as a result of this acquisition.



Because there are no structures or other essential site improvements on the subject parcel, and because no part of the proposed transmission line easement expansion causes any measurable severance damages to the subject remainder property as perceived by the market, the value conclusions reported herein deal only with the subject tract in the acquisition area, and no improvements need to be appraised.

This appraisal assignment has been performed in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, and this report is in compliance with State Licensure Requirements. This appraisal assignment has also been prepared in compliance with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

Based on our investigation of the subject property, its market, and the factors considered to affect its value, it is our opinion its fee simple market values "before" and "after" the proposed acquisition described herein, as of September 24, 2025, are as follows:

## Conclusion of Value - Before the Acquisition \$1,115,000

## Conclusion of Value - After the Acquisition\* \$1,098,000

Following standard procedures recognized by the appraisal industry in performing an appraisal of this type, compensation to a property owner or owners in a proposed partial acquisition like the one described herein is indicated simply by subtracting a property's "after" value from its "before" value. In this instance, the difference between the two values above is **\$17,000**, and it is the amount concluded by the appraiser for the indication of total damages due the owner as a result of this acquisition. Furthermore, it is our opinion these indicated damages due to the proposed partial acquisition are broken down as follows:

## <u>Summary of Indicated Damages</u> <u>Pigs Eye Lake Park Site</u>

Land Value - Before the Acquisition	\$1,115,000
Less: Land Value - After Any Permanent Acquisition*	(\$1,098,000)
Equals: Difference in Land Value Indicated	\$17,000
Add: Value Impact Due to Additional Severance Damage Issues	None
Add: Total Value of Improvements Acquired and Not Replaced	None
Add: Total Rectification Costs Due to the Acquisition	None
Equals: Total Damages Indicated	<u>\$17,000</u>

<sup>\*</sup> Before considering the impact on value due to any severance damage to the remainder parcel, as well as any minor improvements affected permanently and/or temporarily and any temporary construction easements involved in the acquisition.

<sup>\*</sup> Considering all impacts imposed by the acquisition.



It must be noted that these value conclusions and the damages indicated by their difference assume that that all information provided to the appraiser by the owner's representative, the client, and other government agencies is accurate. In addition, this appraisal assignment is subject to a hypothetical condition, but there are no extraordinary assumptions. The hypothetical condition applied is that the proposed acquisition described herein occurs on the effective date of the appraisal.

We note the use of this hypothetical condition may affect the assignment results if it was otherwise not applied, and we also note these value conclusions are also subject to the standard assumptions and limiting conditions set forth at the end of this report, which are typically included in most appraisal assignments.

As discussed in more detail in the attached appraisal report, the subject property before the acquisition does not have any larger parcel complications, and the acquisition also has no larger parcel complications as it is occurring entirely within the borders of the subject tract.

It must also be stressed that the "before" and "after" market values concluded herein consider the subject real estate has had adequate exposure to the market for a reasonable length of time—i.e., enough to realize these conclusions of market value on the appraisal date. A specific exposure time is not estimated because the definition of market value used in this appraisal is set by the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which by Jurisdictional Rule supersedes the USPAP definition, and it does not call for a specific exposure time.

Finally, no changes of any item of this report can be made by anyone other than the appraiser certifying this appraisal, and RLS Valuation | TaTonka Real Estate Advisors and the appraiser have no responsibility for any such unauthorized changes. This letter of transmittal and the pages that follow constitute our report, including the data and analyses utilized in forming the opinions and conclusions presented herein.

Thank you for relying on RLS Valuation | TaTonka Real Estate Advisors to assist you in your real estate matters. If you have any questions concerning this report, or should you require any additional information, please do not hesitate to contact us.

Sincerely,

RLS VALUATION, INC. | TATONKA REAL ESTATE ADVISORS

Rodger L. Skare, MAI

**Director of Appraisal Services** 

Certified General Real Property Appraiser
Minneseta Appraisal License No. 400073

Minnesota Appraisal License No. 4000725

RLS/at



# Certification

The undersigned certifies that to the best of his or her knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, as well as any extraordinary assumptions or hypothetical conditions discussed in this report, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- I have not made a personal inspection of the particular property that is the subject of this report; however, I did view it close up on a previous appraisal of another property in the immediate area.
- No one provided significant real property appraisal assistance to the person signing this certification and report.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- As of the date of this report, Rodger L. Skare has completed the continuing education program for Designated Members of the Appraisal Institute.

Rodger L. Skare, MAI

**Director of Appraisal Services** 

Certified General Real Property Appraiser

Minnesota Appraisal License No. 4000725



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# **Executive Summary – Subject Illustrations**



**AERIAL PHOTO OF SUBJECT PROPERTY AND APPROXIMATE EASEMENT AREA** 





**Oblique Aerial of Subject Property Looking North** 



**Oblique Aerial of Subject Property Looking West** 



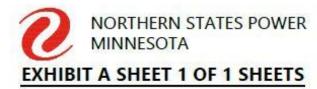


Looking Northeasterly at Powerline Easement Area of Subject Property from near West-Central Border of Site



Looking Northwesterly at Subject Property (i.e., Lake and Land in Background) from near Highway 61







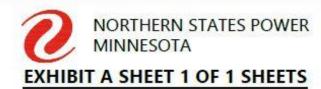
LOCATION: CITY OF ST. PAUL, RAMSEY COUNTY, MINNESOTA GRANTOR: COUNTY OF RAMSEY



2025-01-31 VIEW ONLY!

LINE: 0892-0893 SEC. 10, T.28N., R.22W., 4TH P.M. COUNTY: RAMSEY







LOCATION: CITY OF ST. PAUL, RAMSEY COUNTY, MINNESOTA GRANTOR: COUNTY OF RAMSEY



2025-01-31 VIEW ONLY!

SE CORNER OF THE SE 1/4 SEC. 10-T28-R22

LINE: 0892-0893 SEC. 10, T.28N., R.22W., 4TH P.M. COUNTY: RAMSEY



# **Executive Summary – Facts and Findings**

Property Appraised: Ramsey County Parks & Recreation Tract – Pigs Eye Lake Property

Northwest Side of Pigs Eye Lake Near the Southerly Terminus of Pigs

Eye Lake Road

St. Paul, Minnesota 55119

Property Type: Conservation / Environmental Tract

(Underlying Land and Affected Site Improvements, If Any)

Property Owner: Ramsey County Parks & Recreation

Parcel ID No.: 10-28-222-41-0002

Ramsey County, Minnesota

Appraisal Date: September 24, 2025

Inspection Date: Not Inspected for this Assignment (Previously Viewed on March 26, 2025)

Report Date: September 26, 2025 Property Rights Appraised: Fee Simple Estate

"Before" Gross Land Area: 6,969,600 Square Feet, or 160.0 Acres

"Before" Upland Area: Estimated to be 1,700,000 Square Feet, or 39.03 Acres

"After" Total Land Areas: Same as "Before" Total Land Area\*
"After" Buildable Land Areas: Same as "Before" Upland Area\*

\* There is no permanent acquisition in fee involved in this case.

**Property Overview:** 

The subject property is comprised of both land and a portion of a shallow lake, oriented only for conservation and/or recreational purposes, located on the northwest side of Pigs Eye Lake about 1,000 feet east of the terminus of Pigs Eye Lake Road in St. Paul, Minnesota. It has no street address.

Before the acquisition, the subject real estate contains a total area of 160.0 acres, or 6,969,600 square feet, and it is a non-buildable, restricted-use, parcel situated in the Mississippi flood fringe within the 100-year flood hazard zone designation. The lake portion is shallow, and the upland area, which is estimated to contain only approximately 40 acres, or around 1,700,000 square feet, is generally level and unimproved (except for the powerline and towers).

After the acquisition, the gross area of the subject site does not change as there is no permanent area being acquired in fee, but the parcel will have an existing transmission line easement on it expanded by 212,573 square feet (4.88 acres) over the site. This proposed approximate 73-foot-wide expanded easement area will run diagonally through the northern half of the subject property where an approximate 83-foot-wide high-voltage power line already exists. No other changes or impacts to the subject parcel are occurring as a result of this acquisition.



Land Use Guide Plan:

CA-ROS, River Critical Area, Rural and Open Space

Zoning:

H1, Residential, with the entire parcel subject to a Flood Fringe Overlay District in a 100-Year Flood Hazard area.

Description of the Acquisition:

The proposed partial acquisition in this case involves a strip of land being acquired as a permanent easement for the purpose of widening an existing permanent transmission line easement extending diagonally across the northerly half of the subject tract. This existing easement is currently around 83 feet wide and covers approximately 5.57 acres, or around 242,629 square feet, running from the west-central edge of the site to its northeast corner. This easement is being widened by an estimated 73 feet next to the south side of the existing easement area, making a total new easement area of approximately 10.45 acres, or 455,202 square feet. As a result, the newly expanded easement area is reported to be 4.88 acres, or around 212,573 square feet.

Highest and Best Use:

As Vacant

The maximally productive use of the subject site as a vacant tract of floodplain land and part of a shallow lake is only for conservation/environmental and/or recreation purposes. This opinion of the subjects' highest and best use as a vacant tract applies to the subject property both before and after the proposed acquisition.

Highest and Best Use:

As Improved

No opinion on the subject property needs to be provided both before and after the acquisition because no structures or any essential site improvements exist on this parcel (other than the powerline and power poles, which are already owned by Xcel Energy and are considered only as trade fixtures for this utility company and are not included in the real property valuation).

Marketing Period Estimate:

A specific exposure time and/or marketing period is not estimated in this appraisal assignment because the definition of market value used in this appraisal is set by the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which supersedes the USPAP definition. UASFLA does not call for a specific exposure time estimate, nor does it call for a specific marketing period estimate. Therefore, the "before" and "after" market values concluded herein simply consider the subject real estate has had adequate exposure to the market for a reasonable length of time—i.e., enough to realize this conclusion of market value on the effective appraisal date.

Valuation Overview:

The final results of the valuation approach(es) applied to the subject property, as of the appraisal date and before and after the acquisition described herein, are shown on the following page.



# Conclusion of Land Value - Before the Acquisition \$1,115,000

# Conclusion of Land Value - After the Acquisition\* \$1,098,000

#### Indication of Damages:

The difference between the final "before" and "after" values of the subject property and the indication of the damages incurred by the owner as a result of the acquisition in this case are shown below.

#### Summary of "Before and After" Value Difference\*

Land Value - Before the Taking	\$1,115,000
Land Value - After the Permanent Taking*	\$1,098,000
Difference in Land Values Indicated*	\$17.000

<sup>\*</sup> Considering all impacts on value due to the proposed acqusition.

#### Summary of Damages:

Furthermore, it is our opinion the total indicated damages are broken down as of the appraisal date as shown below, and we note the total value difference concluded equals only 1.5% of the subject's total "before" land value.

## <u>Summary of Indicated Damages</u> <u>Pigs Eye Lake Park Site</u>

Land Value - Before the Acquisition	\$1,115,000
Less: Land Value - After Any Permanent Acquisition*	(\$1,098,000)
Equals: Difference in Land Value Indicated	\$17,000
Add: Value Impact Due to Additional Severance Damage Issues	None
Add: Total Value of Improvements Acquired and Not Replaced	None
Add: Total Rectification Costs Due to the Acquisition	None
Equals: Total Damages Indicated	\$17,000

<sup>\*</sup> Before considering the impact on value due to any severance damage to the remainder parcel, as well as any minor improvements affected permanently and/or temporarily and any temporary construction easements involved in the acquisition.

<sup>\*</sup> Considering all impacts on value due to the proposed acqusition.



# Overview of the Appraisal Assignment

### **Property Summary**

The property that is the subject of this property containing both land and a portion of a shallow lake oriented only for conservation and/or recreational purposes located on the northwest side of Pigs Eye Lake, about 1,000 feet east of the terminus of Pigs Eye Lake Road in St. Paul, Minnesota. This tract is generally on the east side of Mississippi River in the northwest quadrant of Pigs Eye Lake. There is no address for this floodplain and lake property.

Before the acquisition, the subject real estate contains a total area of 160.0 acres, or 6,969,600 square feet, and it is a non-buildable, restricted-use, parcel situated in the Mississippi flood fringe within the 100-year flood hazard zone designation. The lake portion is shallow, and the upland area, which is estimated to contain only approximately 40 acres, or around 1,700,000 square feet, is generally level and unimproved (except for the powerline and towers).

After the acquisition, the gross area of the subject site does not change as there is no permanent area being acquired in fee, but the parcel will have an existing transmission line easement on it expanded by 212,573 square feet (4.88 acres) over the site. This proposed approximate 73-foot-wide expanded easement area will run diagonally through the northern half of the subject property where an approximate 83-foot-wide high-voltage power line already exists. No other changes or impacts to the subject parcel are occurring as a result of this acquisition.

This real estate is described in detail in the Property Description and Analysis section of this report. Also, the characteristics of the property are illustrated by the various exhibits presented at the beginning of this report and throughout this document.

## **Legal Descriptions**

The legal descriptions of the Abstract and Torrens properties that comprise the subject real estate are provided in the Addenda of this report. Also provided are legal descriptions of the expanded transmission line easements on these two properties. These legal descriptions have been provided by Xcel Energy.

## **Property Interest Appraised**

Appraisals for acquisition purposes are typically done in **fee simple estate**. Such is the case in this appraisal as well. Fee simple estate is defined in <u>The Dictionary of Real Estate Appraisal</u>, <u>Seventh Edition</u>, published by the Appraisal Institute, as "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat." (We note that the valuation of a property in fee simple estate implies that the subject property, if any improvements on it are included in the appraisal, is valued under the assumption that it is occupied at a level and/or a rate consistent with other similar properties in its market area, and that the occupant or occupants on it have an average credit rating.)



#### Definition of Market Value

Market value as utilized in this appraisal assignment specifically conforms to the definition provided by the Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA), which states that "market value is the amount in cash, or on terms reasonable equivalent to cash, for which in all probability the property would have sold on the effective date of value, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration all available economic users of the property."

It must be noted this concept of market value also generally conforms to the definition provided in The Dictionary of Real Estate Appraisal, Seventh Edition, which is also referred to in the Uniform Standards of Professional Appraisal Practice (USPAP) in force as of the date of this report. This definition is as stated below.

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated,
- Both parties are well informed or well advised, and acting in what they consider their own best interests.
- A reasonable time is allowed for exposure in the open market,
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto, and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

### Definitions of Real Estate and Real Property

The terms real estate and real property, as utilized in this appraisal report, are defined in The Dictionary of Real Estate Appraisal, Seventh Edition, as well as from the most recent Uniform Standards of Professional Appraisal Practice (USPAP) in force as of the writing of this report. Complete definitions of these terms are retained in the appraiser's files, but, in short, real estate is defined as an identified parcel or tract of land, including improvements, if any, and real property is defined as the interests, benefits, and rights inherent in the ownership of real estate.

### Purpose and Intended Use of the Appraisal

The purpose and intended use of this appraisal is to conclude the before and after market values of the subject property in fee simple estate to assist the client (Xcel Energy) in offering just compensation for the value impact of a partial acquisition, which is being done to widen an existing permanent transmission line easement running across a tract owned by Ramsey County Parks & Recreation located in the Pigs Eye Lake area of St. Paul. No other uses of the results of this appraisal and this report are intended by the appraiser.



## Intended Users of the Appraisal

The intended users of this report are the client (Xcel Energy) and/or its legal counsel. No other users of this report are intended by the appraiser.

### Competency of the Appraiser

Since the beginning of the appraisal assignment, Rodger L. Skare, MAI, has had the knowledge and experience to complete this valuation in a competent manner and in compliance with USPAP.

### Scope of the Appraisal

The scope of work delineates the tasks agreed upon by the client and the appraiser to complete the appraisal and fulfill the intended use by the client. The steps followed, which are listed below and on the following page, are sufficient to perform a reliable and credible result for this intended use. In general, the work efforts relate to the type and extent of research and analysis completed, and it pertains to such elements as the gathering of physical, legal and economic data on the subject and other market items, and the inspection and analysis of the market data. More specifically, these are the details concerning the accomplished work efforts and reporting format of the appraisal.

Thus, in completing this assignment, we followed the general procedures listed below.

- The subject property has not been inspected by the appraiser for this particular assignment; however, he had previously viewed it and took photos of it on March 26, 2025, when he was working on an assignment of another property in the area. No one from Ramsey County Parks & Recreation availed themselves to conduct an inspection of the property, despite phone calls and emails sent by the appraiser to do so. (This property is landlocked and not accessible by the general public due to gated properties, major highways, and large railyards surrounding it.) It must be noted, however, that the appraiser was able to talk to Brett (Gus) Blumer, Director of Planning & Development, Ramsey County Parks & Recreation who answered questions about the property and provided information on the tract and expressed concerns about the acquisition in this case.
- The property description and analysis are based on the earlier viewing, information provided by Gus Blumer, city and county data and records, county assessment plats and records, and recorded property deeds. Information and plans provided by Xcel Energy are also relied on.
- Regional and city analyses have been performed recently by RLS Valuation | TaTonka Real Estate Advisors. They are provided in the Addenda. A neighborhood analysis is based on a physical inspection of the area, as well as on studies performed in conjunction with other properties appraised in the area. This analysis is provided later in this report.
- The highest and best use of the subject property both before and after the acquisition are analyzed using the data compiled in the aforementioned steps, as well as the results of the "before" and "after" valuation approaches discussed in the following paragraphs.
- Considering the scope of the proposed acquisition in this case, as well as considering our highest and best use conclusions of the subject property before and after the acquisition along with the way properties like it are analyzed and purchased, only the sales comparison approach to land value is opined to be applicable in this appraisal assignment in the "before" case. A description and definition of this approach is presented later in this report.



- The same land sales comparison approach is applied in the "after" valuation, but because the impact of the acquisition is minor and has no impact nor disturbs any structures or any essential site improvements, it is handled in the form of a "taking plus damages" analysis and applied to the characteristics of the subject property in its "after" condition.
- This "taking plus damages" type of analysis considers the value of the subject site both before and after the acquisition, as well as any impacts on minor site improvements that may exist and are directly affected by the acquisition. A description of this type of "after" analysis and its specific application to the subject property is presented later in this report.
- The pertinent market data needed to perform this "before" and "after" valuation approach is thoroughly researched, collected and analyzed. The sources of this data include appraisal files and other data sources maintained in our office, as well as updated surveys provided by the researchers at TaTonka Real Estate Advisors, as well as other real estate offices. Discussions with brokers, leasing agents, mortgage bankers, property managers, other appraisers, and principals involved in dealing with the subject property types are also an integral part of this appraisal process, As a result, much of the data used in this appraisal is verified in some form and, in many instances, confirmed directly with the buyer, seller, tenant, owner or broker involved. In many cases, we contacted more than one of the above.
- Once all of the "after" value impacts are known, the value of the subject site in its "after" state is analyzed and concluded, and then it is deducted from the value of the property in its "before" condition. The result provides a difference in the property's values due to the proposed acquisition action. Added to this value difference are the total amounts of the contributory value of any site improvements affected and not replaced and/or the total rectification costs of any site improvements that need to be replaced and/or cured to mitigate the impact of the damages. The sums of both analyses indicate a reliable and credible total impact on value for purposes of this appraisal assignment.
- The final total damage indication is summarized according to its component parts, based on the types and/or impacts of the acquisition occurring in this case.
- This appraisal is presented in a narrative appraisal report format, as defined in USPAP 2024-2025 Standards Rule 2-2a.

## Extraordinary Assumptions and Hypothetical Conditions

<u>Extraordinary Assumptions</u> are assumptions related directly to a specific appraisal assignment, as of the effective date of the assignment results, which, if found to be false, could alter an appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property such as market conditions or trends; or about the integrity of data used in an analysis.

An extraordinary assumption may be used in an assignment only if:

- It is required to properly develop credible opinions and conclusions.
- The appraiser has a reasonable basis for the extraordinary assumption.
- Use of the extraordinary assumption results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions.

In this appraisal assignment, no extraordinary assumptions need to be made.



<u>Hypothetical Conditions</u> are conditions directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment but is used for the purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.

In this appraisal assignment, one hypothetical condition is needed. This hypothetical condition is that the proposed acquisition described herein occurs on the effective date of the appraisal. No other hypothetical conditions exist in this analysis, but the use of this hypothetical condition may also affect the assignment results if it was not otherwise applied.

### Implementation of the Project Rule

According to most recent edition of the <u>Uniform Appraisal Standards for Federal Land Acquisitions</u> as of the date of this report, appraisals dealing with potential eminent domain matters must disregard any alteration or influence in the market value of a property being acquired that is attributable to the project for which it is being acquired. This conscious lack of consideration for the impact on value of the project is called <u>the project rule</u>. Stated another way, project benefits that are general in nature cannot be used to offset damages. As a result, the project rule is followed in this appraisal.

### Consideration of the Larger Parcel

In our opinion, the subject property before the acquisition does not have any larger parcel complications, other than the fact it is comprised of an Abstract and a Torrens property, which deal only with how these parcels are recorded. As a result, the subject tract is appraised in its entirety, according to the unit rule, and no parcels or properties immediately surrounding it or connected to it in some way, shape or form qualify as being a larger parcel that has unity of ownership, unity of use, and direct or relative contiguity. In addition, we note the acquisition impacting the subject property is contained within its borders and is opined to affect only this property, so the parcel in its "after" condition also has no larger parcel issues.

## History of the Subject Property

Subject Ownership: Ramsey County Parks & Recreation

Subject Use History: The subject tract has always been floodplain land and part of a

shallow lake and has never had any improvements or essential site improvements on it (other than the powerline and power poles, which are already owned by Xcel Energy and are considered only as trade fixtures for this utility company and are not included in the real

property valuation).

Subject Transaction History: No transactions of the subject tract are reported within the last five

years, and in fact no sales of any of this property are believed to have taken place for many decades—if at all. As a result, no further investigation and analysis into the sales history of the subject

property needed in this appraisal assignment.

Current Transaction Status: The subject land tract is not known to be currently listed for sale or

lease, and no unsolicited offers on this real estate are believed to have

been made for at least the last five years.



## **Description and Analysis of the Acquisition**

#### Overview of the Partial Acquisition Requirements in this Case

According to representatives of Xcel Energy, an existing high-voltage transmission line running in the subject area and across a tract owned by Ramsey County Parks & Recreation described in this appraisal report needs to be upgraded and expanded. Thus, to accomplish this requirement, expansions of the existing permanent powerline easement across several sites in the area needs to be acquired. Included in the parcels affected is the subject tract. A description of this proposed partial acquisition over the subject property is provided below, and it includes an analysis of the impact (or impacts) of this acquisition on the subject site.

### Narrative Description of the Proposed Partial Acquisition

As discussed in earlier sections of this report, the proposed partial acquisition impacting the subject real estate in this case involves a strip of land being acquired as permanent easement for the purpose of widening an existing permanent transmission line easement extending across The proposed partial acquisition in this case involves a strip of land being acquired as a permanent easement for the purpose of widening an existing permanent transmission line easement extending diagonally across the northerly half of the subject tract. This existing easement is currently around 83 feet wide and covers approximately 5.57 acres, or around 242,629 square feet, running from the west-central edge of the site to its northeast corner. This easement is being widened by an estimated 73 feet next to the south side of the existing easement area, making a total new easement area of approximately 10.45 acres, or 455,202 square feet. As a result, the newly expanded easement area is reported to be 4.88 acres, or around 212,573 square feet.

## Legal Description of the Proposed Partial Acquisition

As mentioned earlier, the legal descriptions of the proposed partial acquisition in this case is provided in the Addenda of this report. In addition, we note the acquisition plans and drawings provided herein are believed to accurately portray the area of acquisition impacting the subject property and represent the legal description of the proposed acquisition area.

## Impact of the Proposed Partial Acquisition on the Subject Property

According to information and plans provided by officials with Xcel Energy, the partial acquisition impacting the subject real estate is relatively minor. Our viewing of this property on March 26, 2025, and our review of the acquisition plans and aerial photographs with an overlay of these easement areas confirmed this fact. Because no improvements exist on this property (other than the powerline itself and the tower fixtures in the easement area), and because no part of the expanded easement causes any measurable severance damages to the remainder of the subject property as perceived by the market, the valuation of the acquisition in this case is quite simple and involves only an analysis of the value of the underlying land parcel.

The reasons for arriving at these "before" and "after" opinions and conclusions are stated on the following page.



The reasons this "before" and "after" appraisal is quite simple and involves only an analysis of the value of the underlying parcel are as follows:

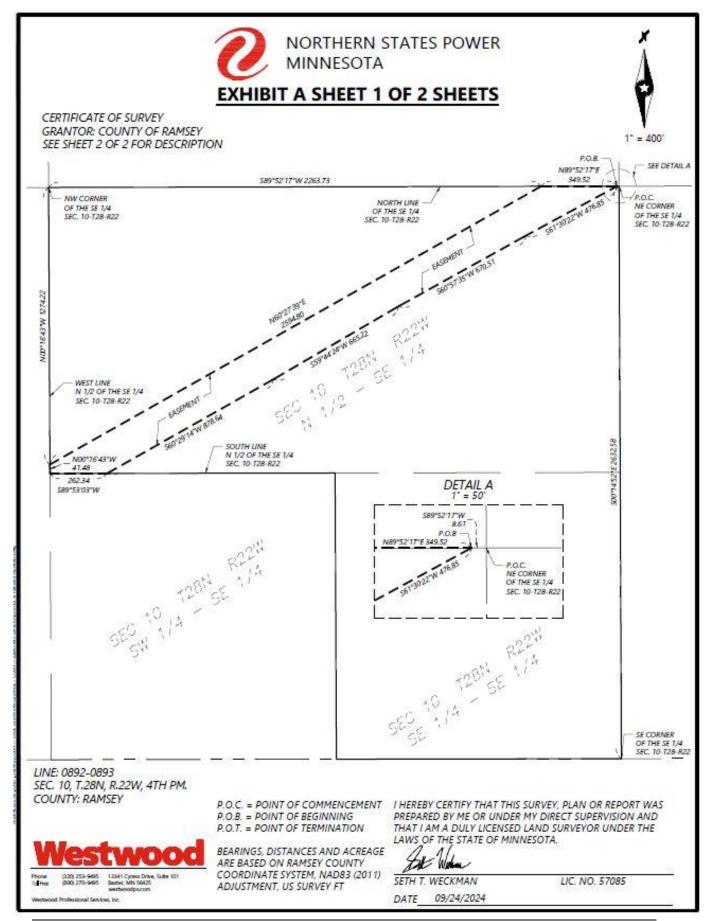
- First, no transmission line upgrades and construction in the expanded subject easement acquisition area will have an adverse impact on any improvements on the subject site.
- Second, Ramsey County Parks & Recreation will be able to continue their "use" of the property as it has in up until the appraisal date.
- Third, all current and future installation and maintenance and/or replacement of the high voltage powerlines and steel monopoles in the easement area will be paid for, and the responsibility of, Xcel Energy, and any site improvements and/or land disturbed while they are being installed or replaced now or at any time in the future will also be rectified by Xcel Energy.
- Finally, any trees and brush in the transmission line easement expansion area on the subject site that may end up being removed have no adverse impact on the value of this parcel, as most vegetation found on surplus land like the subject adds no contributory value to the parcel to begin with.

As a result, no adverse measurable impacts on the value of the subject remainder property (i.e., no curable and incurable severance damages) as perceived by the market will take place as a result of this action, and only a simple "taking plus damages" appraisal analysis needs to be performed in this appraisal assignment.

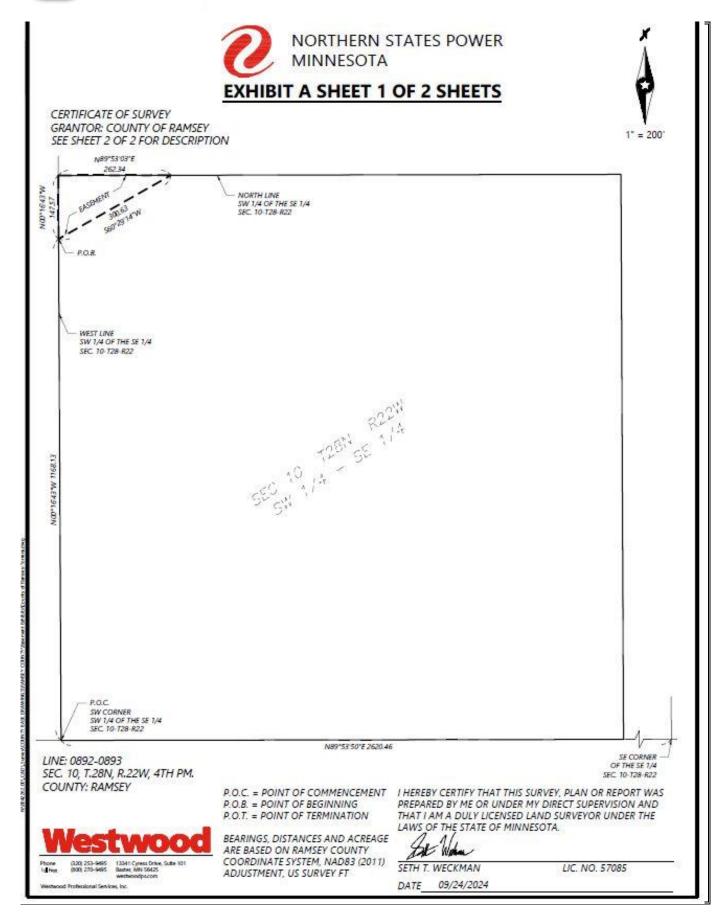
## Detailed Illustrations and Photographs of the Acquisition Area

Provided on the following pages are plans of the proposed easement expansion area impacting the subject property, along with an aerial photograph of this area with an overlay of the acquisition plan. And following these documents are photographs of the permanent easement expansion area on the site that is proposed to be acquired. We note an aerial photograph of the subject property with an overlay of the proposed acquisition plan on the site has already been provided near the beginning of this report.













Looking Easterly at Southwest Portion of Acquisition Area (in Background at Power Pole)



Looking Northeasterly at Powerline Easement Area of Subject Property from near West-Central Border of Site



## Subject Real Estate Tax and Assessment Data

Throughout Minnesota, real estate taxes payable in a given year are based on the Assessor's Estimate of Market Value (AEMV) for the preceding year estimated as of January 2 of that year. The taxes are payable in two equal installments with the first half due May 15<sup>th</sup> and the second half due October 15<sup>th</sup>. In other words, taxes due in the year of the valuation (2025) are based on the 1/2/2024 AEMV. The amount of the taxes is based on a tax rate which is in effect for the subject property. This tax rate, which is actually referred to as the effective tax rate for purposes of this appraisal, is made up of state, county, municipal, school district and any special jurisdiction tax rates which are individually set and combined into one overall rate. The effective tax rate is the real estate taxes (excluding special assessments) divided by the preceding year's total AEMV.

As mentioned earlier in this appraisal report, the subject site is comprised of only one tax parcel, despite the fact it is made up of an Abstract and a Torrens property, which deal only with how these parcels are recorded. The property identification (PID) number for this tract. Which is entirely in Ramsey County, is shown below.

Subject Tract PID No. 10-28-22-41-0002

Due to the fact this tax parcel is owned by Ramsey County Parks & Recreation, which is obviously a governmental entity, it has a tax-exempt status, and therefore no specific real estate taxes are paid on this real estate. However, there is an annual Assessor's Estimate of Market Value (AEMV) on this parcel, despite the fact it is tax exempt. This AEMV information is provided in the chart on the following page.

Looking at these assessor's value estimates, it is our opinion the subject's estimated land value is quite high compared to our "before" land value for this restricted-use tract concluded herein.



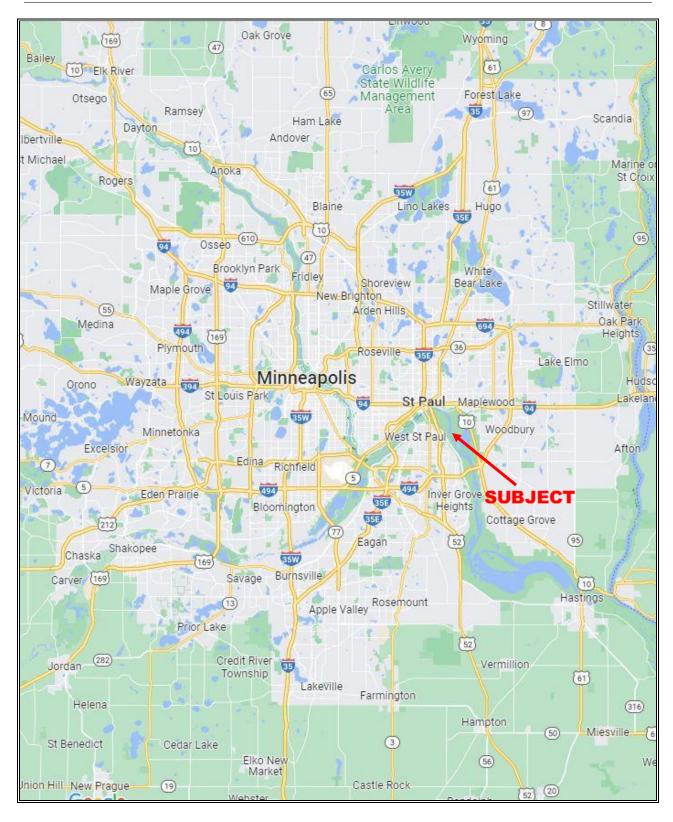
County Assessor's Information and Real Estate Tax Data		
Parcel ID No. (PIN):	10-28-22-41-0002	
Parcel Address of Record:	No Address	
City, State:	St. Paul, MN	
County:	Ramsey	
Property Type(s):	Exempt - Vacant Land	
	Non-Homestead	
Tax Data for Year Payable:	2025	
Est. Mrkt. Value (EMV) Date:	1/2/2024	
Land:	\$1,742,400	
Building:	<u>\$0</u>	
Total:	\$1,742,400	
Real Estate Taxes:	\$0.00	
Effective Tax Rate*:	0.00%	
Other Mun. Charges (MC):		
Solid Waste Disp. Fee:	\$0.00	
Special Assessments:	<u>\$0.00</u>	
Total Other Mun. Charges:	\$0.00	
Total Taxes & Mun. Charges:	\$0.00	
Total Taxes & MC (PSF-GBA):	None	
Tax Data for Year Payable:	2026	
Est. of Market Value (EMV)	1/2/2025	
Land:	\$1,742,400	
Building:	<u>\$0</u>	
Total:	\$1,742,400	

<sup>\*</sup> Formula: Real Estate Taxes in the Year Indicated Divided by the EMV for the Previous Yea

Other Assessor Information	
Land Size (SF):	6,909,487
Est. Market Value (EMV) Date:	1/2/2024
Land EMV PSF of Land Area:	\$0.25
Total EMV PSF of Land Area:	\$0.25
Total MC Based on PSF - Land	\$0.00
Building Size (SF-GBA):	0
Est. Market Value (EMV) Date:	1/2/2024
Building EMV PSF of GBA:	\$0.00
Total EMV PSF of GBA:	\$0.00
Total MC Based on PSF-GBA:	\$0.00



# Regional, City and Neighborhood Area Analyses



#### SUBJECT REGIONAL LOCATION MAP



### Regional and City Location Analysis and Description

Geographically, the subject property is situated in the southeast quadrant of St. Paul, Minnesota, which is pretty much located in the center of the Minneapolis/St. Paul Metropolitan Area—also known as the Twin Cities Metro Area. More specifically, the subject property is located on the northwest side of Pigs Eye Lake, about 1,000 feet east of the terminus of Pigs Eye Lake Road in St. Paul. This tract is generally on the east side of Mississippi River in the northwest quadrant of Pigs Eye Lake. There is no address for this floodplain and lake property.

Minneapolis and St. Paul—the Twin Cities—are the geographic, economic and historic centers of an ever-expanding multi-county metropolitan area located in the north central region of the United States. Both cities are located along the Mississippi River, close to the confluence of the Minnesota River, in the east-central region of the state. They share a municipal border for nearly seven miles, and their downtown districts are only ten miles apart.

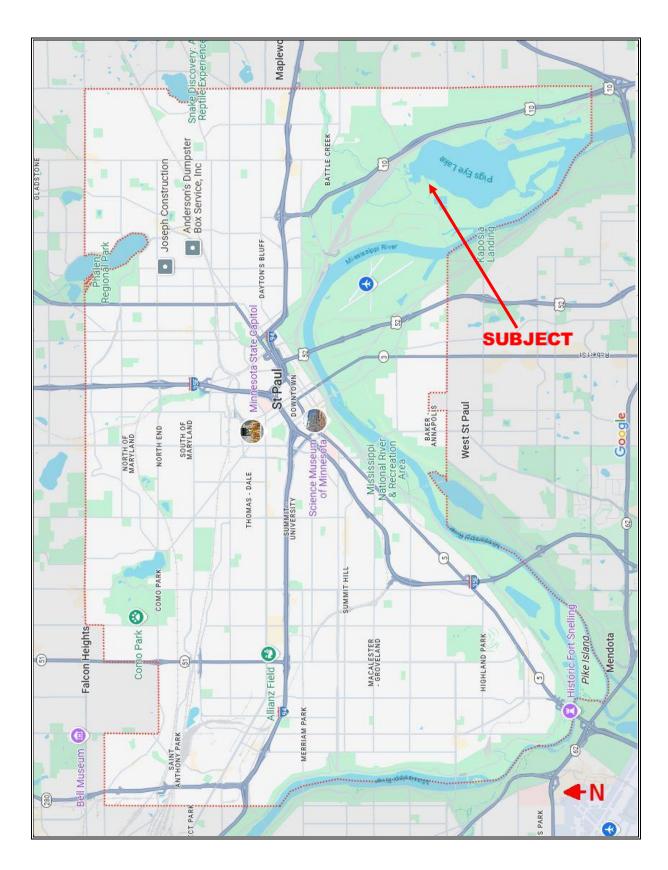
Created by the retreat of the glaciers around ten thousand years ago, the area is characterized by a gently rolling and mostly wooded topography dotted with numerous lakes and rivers. In fact, Minneapolis literally means "city of lakes", combining the Native American word for lakes ("minne") with the Greek work for city ("polis"). It also contains many large wetland areas loaded with ponds and creeks. For this reason, the entire metropolitan area has many large parks and preservation areas that serve their nearby communities, which is an amenity unique to such a large metropolitan area.

Because of these amenities and an extensive expressway network with few major physical barriers, many suburban communities have spread out in all directions from the Twin Cities, including into a section of northwestern Wisconsin. The Twin Cities' highway system also spreads out in all directions from the core downtown areas: north to Duluth, Minnesota; northwest to St. Cloud, Minnesota, and Fargo, North Dakota; southwest to Mankato, Minnesota; south to Des Moines, lowa; and southeast to Madison and Milwaukee, Wisconsin, and Chicago, Illinois.

A regional description of the Twin Cities Metro Area as of or around the appraisal date is provided in the Addenda of this report. Also provided is a description of the city of St. Paul. A map showing the location of the subject property in this city is given on the following page.

Following this city location map is a description and analysis of the neighborhood or local area in which the subject property is located.





SUBJECT CITY LOCATION MAP (NORTH TO LEFT SIDE OF PAGE)



### Subject Neighborhood Description and Analysis

As mentioned earlier, the subject property is located on the northwest side of Pigs Eye Lake, about 1,000 feet east of the terminus of Pigs Eye Lake Road in St. Paul. This tract is generally on the east side of Mississippi River in the northwest quadrant of Pigs Eye Lake. This property has no street address.

A neighborhood is typically defined as an area of complimentary land uses. In this case, the subject neighborhood is generally identified as being generally industrial in nature, but it is also typical of a sector found mostly within the flood plain and flood fringe areas of a major river corridor.

In our opinion, the boundaries of the subject neighborhood extend from Warner Road and the Mississippi River to the north, down to the border of St. Paul to the south (approximately a half mile north of Interstate Highway 494), and from Concord Street to the west over to State Highway 61 to the east. The Mississippi River essentially runs roughly north/south through the middle of this area.

The property uses around the subject site include a large former landfill site, a very large railyard owned and operated by CPKC Railway (formally Soo Line Railroad), a large auto/truck marshaling yard, several grain elevators and barge loading/unloading sites that front the Mississippi River, some riverfront aggregate loading and unloading sites, and a large wastewater treatment plant with an old ash ponds storage property (owned and operated by the Metropolitan Waste Control Commission). There are also several large tracts of land and/or undeveloped land, and other miscellaneous parcels which are either conservation and/or recreation land, or they are used by the City of St. Paul for materials storage and wood chip processing.

A large percentage of the neighborhood is also occupied by the Mississippi River itself, including its backwater areas and Pigs Eye Lake. The Battle Creek Watershed District is also found in this area, and the creek itself runs north/south through the middle of the former landfill site, mentioned above, into Pigs Eye Lake just north and northeast of the subject site. Across the river from the subject neighborhood is a large regional airport, which is known as the St. Paul Downtown Airport or Holman Field, and beyond this airport property to the west is the large Riverview Industrial Park which is owned and operated by the St. Paul Port Authority.

Access to the subject neighborhood, in general, is accomplished via a full interchange between Childs Road and Warner Road. The former is primarily a two-way street which serves only local traffic (mostly going to the Pigs Eye Wastewater Treatment facility), and the latter is a four-lane highway that runs along the Mississippi river and connects downtown St. Paul with Interstate Highway 35E to the west and US Highway 61 to the east. Highway 61 exists approximately one mile east of the subject properties, and it has a major interchange to the north with Interstate Highway 94.

Thus, access to the neighborhood is good; however, access to subject site is considerably less desirable. Although Pigs Eye Lake Road has an intersection with Childs Road just a few hundred feet south of the Warner Road/Childs Road interchange, three railroad tracks that parallel Childs Road crossover Pigs Eye Lake Road at grade. Our research shows that approximately 15 to 20 trains use these three lines each business day, with the size of the trains ranging from a few cars all the way up to 125 cars. It is reported that several also stop at this location, blocking the only access to Pigs Eye Lake Road. Childs Road and Pigs Eye Lake Road offer the only vehicular access points up near the subject parcel (with cartway/trail access to the site itself).



Although Pigs Eye Lake Road is the only point of access to Childs Road and Warner Road, this single-point access issue is not a problem for accommodating traffic according to officials with the city of Saint Paul. Even if the subject could be developed as regular industrial land, the increase in traffic would not be so great as to warrant a second access point into the area.

The same is true for the wastewater treatment plant land in the area. If this site were available for new industrial development, it is also not a concern for traffic generation in the area. The St. Paul Fire Department also reports the single-point of access to the area is not a concern. Furthermore, Childs Road and a portion of Pigs Eye Lake Road are publicly owned streets, and all typical utilities are located in or near Childs Road.

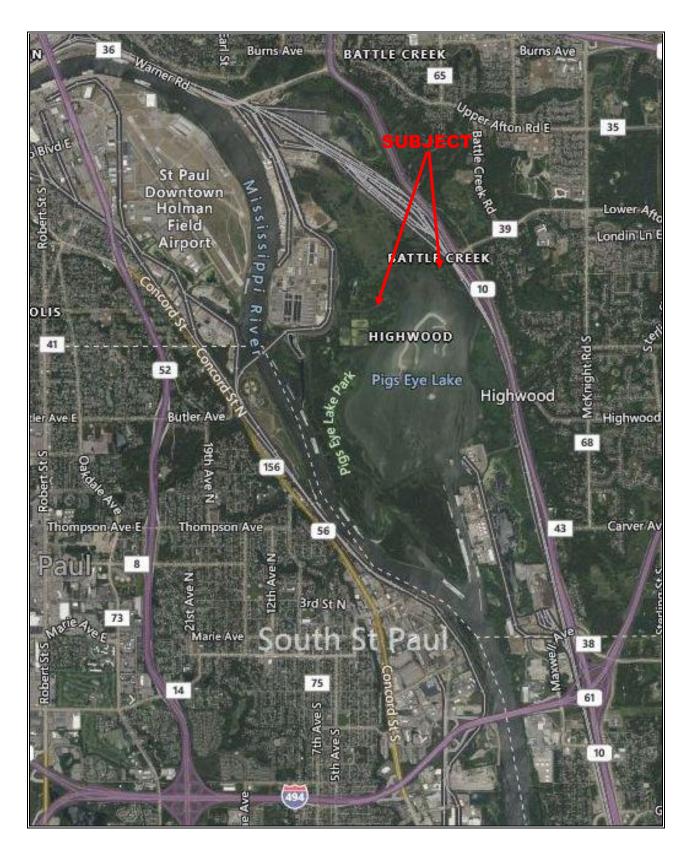
In fact, Child Road's only issue is that it is prone to flooding approximately every four to five years or so, on average. This fact can cause access issues for several to many weeks at a time when it does occur.

Generally, the subject neighborhood is concluded to be in the stable stage of its life cycle, which typically follows a pattern of growth, stability, degradation and finally revitalization and re-growth. This opinion is based on the fact that little new development is occurring in the area, as well as not much renovation and updating.

In conclusion, the subject neighborhood is conveniently accessible to the local work force and interstate highway network. Neighborhood characteristics reflect an inner-city and riverfront setting and are suitable for a variety of industrial development types. The neighborhood positively impacts the subject given the influence of industrial and riverfront commercial development that serves the community.

Provided on the following page is an aerial photograph of the subject neighborhood showing the subject property's location within its borders.





AERIAL PHOTO OF SUBJECT NEIGHBORHOOD (SUBJECT UPLAND ON BOTH SIDES OF PIGS EYE LAKE)



## **Property Description and Analysis**

### Subject Land Use Guide Plan

According to St. Paul' latest Comprehensive Land Use Guide Plan, the subject site is guided for CAROS, River Critical Area, Rural and Open Spaces (Mississippi River Corridor Critical Area [MRCCA]). This guide plan is intended to keep properties in it in their natural state, with no development possible and only a restricted use for conservation/environment and/or recreational use along the Mississippi River and within the floodplain area in the City of St. Paul.

This plan for the subject site extends out to 2040, and it was last updated and approved in 2020. A copy of the subject's land use plan map is provided on the following page, and excerpts of this Land Use Guide Plan and the MRRCCA district are retained in the appraiser's files.

Thise land use guide plan for the subject is consistent with other like properties in the immediate area that are located along the Mississippi River, Childs Road and Pigs Eye Road, and they are also consistent with other similar properties that are found in the subject neighborhood under these two constraints.

### Subject Zoning

As can be seen in Subject Zoning Map on the page following the Land Use Guide Plan Map mentioned above, most of the subject site is currently zoned H1, Residential, with the entire parcel subject to a Flood Fringe Overlay District in a 100-Year Flood Hazard area. This zoning classification includes basically all of the subject powerline easement area.

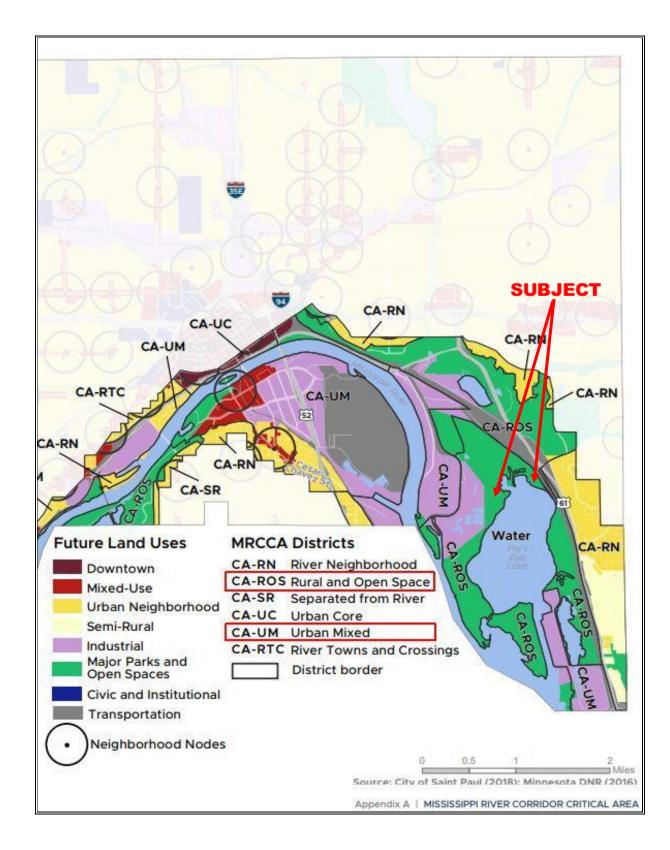
The subject property is situated in the Mississippi River floodplain, and no part of the site has an elevation high enough to allow development to occur on it. As a result, it cannot house any structures on it, and being in an H1, Residential District, its uses are very restricted. In fact, like the land use guide plan discussion above, this particular zoning in the floodplain is intended to keep properties in it in their natural state, with no development possible and only a restricted use for conservation/environment and/or recreational use along the Mississippi River and within the floodplain area in the City of St. Paul.

(We note the far northwesterly corner of this tract is located in and I-2, General Industrial District, but because this area is entirely inside the 100-Year Floodplain Area which can never be developed, and because almost all of the subject easement area is in the H1 District, only the H1 zoning considerations need to be analyzed in this appraisal assignment.)

Excerpts from the H1 zoning code and the MRCCA are also retained in the appraiser's files.

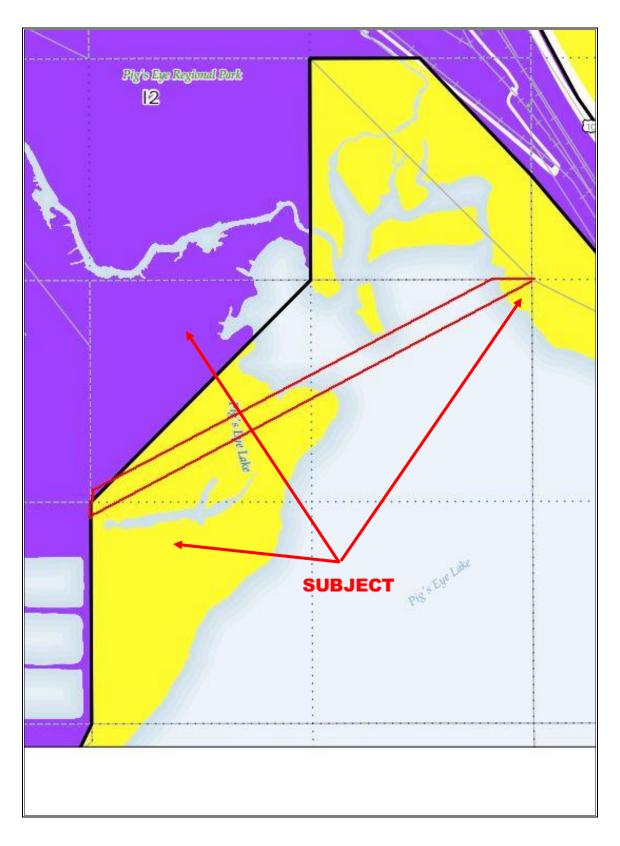
In our opinion, the existing use of the subject property conforms to its zoning condition and land use guide plan designation imposed on it. Despite this opinion, however, it must be noted the appraiser and RLS Valuation | TaTonka Real Estate make no representation as to the exact status of the property's legal use and conformance.





#### SUBJECT FUTURE LAND USE GUIDE PLAN MAP (SUBJECT UPLAND ON BOTH SIDES OF PIGS EYE LAKE)





**SUBJECT ZONING MAP** 



### Subject Site Descriptions and Analyses

The subject parcel is an interior tract containing both land and a portion of a shallow lake oriented only for conservation and/or recreational purposes located on the northwest side of Pigs Eye Lake, about 1,000 feet east of the terminus of Pigs Eye Lake Road in St. Paul, Minnesota. This tract is generally on the east side of Mississippi River in the northwest quadrant of Pigs Eye Lake. There is no address for this floodplain and lake property.

Before the acquisition, the subject real estate contains a total area of 160.0 acres, or 6,969,600 square feet, and it is a non-buildable, restricted-use, parcel situated in the Mississippi flood fringe within the 100-year flood hazard zone designation. The lake portion is shallow, and the upland area, which is estimated to contain only approximately 40 acres, or around 1,700,000 square feet, is generally level and unimproved (except for the powerline and towers).

After the acquisition, the gross area of the subject site does not change as there is no permanent area being acquired in fee, but the parcel will have an existing transmission line easement on it expanded by 212,573 square feet (4.88 acres) over the site. This proposed approximate 73-foot-wide expanded easement area will run diagonally through the northern half of the subject property where an approximate 83-foot-wide high-voltage power line already exists. No other changes or impacts to the subject parcel are occurring as a result of this acquisition.

The salient features of the subject site are listed below. <u>Note that unless otherwise stated, this description and analysis applies to the subject parcel both before and after the acquisition.</u> Also refer to the various photographs, plans and drawings provided earlier in this report for more information.

#### Land Areas

"Before" Gross Land Area: 6,969,600 Square Feet, or 160.0 Acres

"Before" Upland Area: Estimated to be Around 1,700,000 Square Feet, or 39.0 Acres

"After" Total Land Area: Same as "Before" Total Land Area\*
"After" Upland Area: Same as "Before" Upland Area\*

\* There is no permanent acquisition in fee involved in this case.

Land Area Comments: The subject site is a non-buildable tract located entirely in a FEMA

100-year flood zone It is a limited-use parcel situated in the Mississippi flood fringe overlay area with a 100-year flood zone

designation.

#### Site Characteristics

Shape: Gross Area is Square, but Upland Area is Very Irregular (See Plat)

Average Width: Gross Area - 2,640 Feet (East to West)
Average Length: Gross Area - 2,640 Feet (North to South)

Corner / Interior Lot: The subject site is an interior tract.

Primary Road Frontage: None (Cartway/Trail Access) but Near Pigs Eye Lake Road

Secondary Road Frontage: None (Cartway/Trail Access)

Traffic Count: 2,950 vehicles per day on Childs Road

(No Count for Pigs Eye Lake Road)



#### Site Characteristics - Continued

Access: Vehicular access to the subject neighborhood is generally good;

however, access to subject site is significantly less desirable. Although Pigs Eye Lake Road has an intersection with Childs Road just a few hundred feet south of the Warner Road/Childs Road interchange, three railroad tracks that parallel Childs Road crossover Pigs Eye Lake Road at grade. Our research shows that approximately 15 to 20 trains use these three lines each business day, with the size of the trains ranging from a few cars all the way up to 125 cars. It is reported that several also stop at this location, blocking the only access to Pigs Eye Lake Road. Childs Road and Pigs Eye Lake Road offer the only vehicular access points up near the subject parcel (with cartway/trail access to the site itself). The subject tract can also be accessed by kayak, canoe or rowboat

coming across Pigs Eye Lake.

Street Type(s): Bituminous for Both Roadways

Sidewalk(s): None

Curb and Gutter: Concrete curbs and gutters exist only on Childs Road.

Storm Sewer: Only in Childs Road

Topography/Terrain: The upland areas of the subject property, which are estimated to

contain around 39.03 acers, are generally level and slope down slightly to Pigs Eye Lake, but they are fully within the 100-year floodplain for the Mississippi River. They contain many trees, open fields and marsh areas, with the remaining area being part of the

shallow lake that is Pigs Eye Lake.

Soil Bearing Conditions: No information on the soil bearing capacity of either subject site

has been made available, although many properties in the area are known to have issues in this regard. However, since the subject site is in the floodplain area and is not buildable, its soil type is not much

of an issue.

#### Utilities

Public Electricity: None for use specifically for the subject site. Water Supply: None for use specifically for the subject site.

Public Sewer: None
Natural Gas: None
Underground Utilities: None
Adequacy of Utilities: Poor
Street Lighting: None

Infrastructure Paid For: Not Applicable

#### Other Site Information

Landscaping & Vegetation: The subject site contains many deciduous trees and volunteer

growth, along with open fields and marshland.

Natural Amenities: Borders and is part of Pigs Eye Lake, which is connected to the

Mississippi River

Flood Plain: As discussed earlier in this report, the site has a generally level

topography in the 100-year flood hazard area with many trees.



Easements:

Information on all the possible and/or likely easements on the subject parcel in its "before" condition has not been provided to the appraiser; however, it appears that none exists that significantly adversely impact its land value, plus an assumption is made that none adversely affect the subject site. This opinion includes the high-voltage transmission line that is being widened to accommodate an upgrade in this utility over the subject site and connect to the Xcel Energy substation parcel owned by NSP Company, further to the west, which is the purpose of this appraisal assignment.

Easements – Continued:

To reiterate, the existing powerline easement running in Xcel Energy's favor over both the subject site in the "before" case is currently 83 feet wide and covers 5.57 (+/-) acres. It extends diagonally across the northerly half of the subject tract, running from the west-central edge of the site to its northeast corner. This easement is being widened by an estimated 73 feet next to the south side of the existing easement area, making a total new easement area of approximately 10.45 acres, or 455,202 square feet. As a result, the newly expanded easement area is reported to be 4.88 acres, or around 212,573 square feet.

**Encroachments:** 

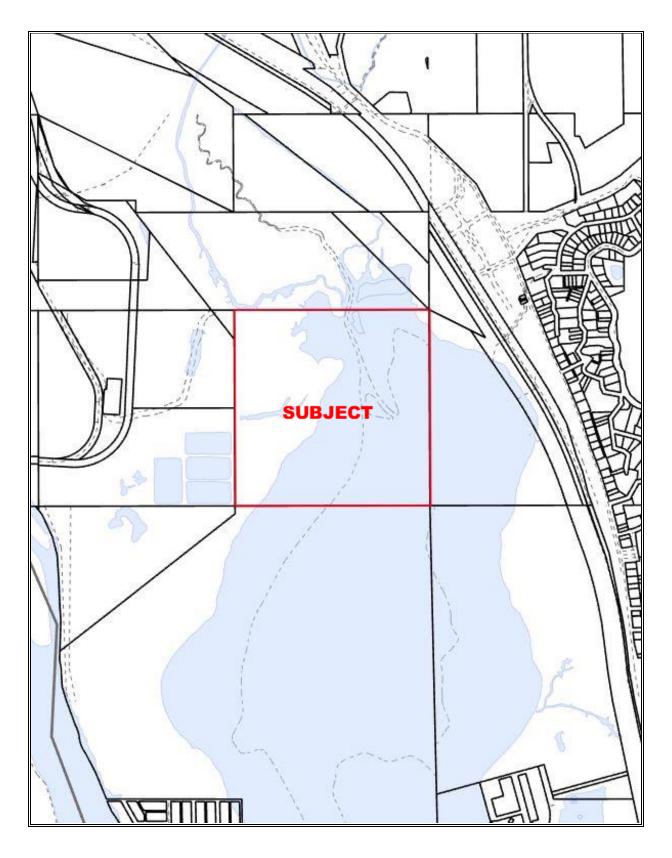
No encroachments are known and/or reported to exist on or in the subject property that adversely affect its value.

Recognized Environmental Issues and the Impact of "Stigma" on the Subject:

Xcel Energy has not supplied RLS Valuation | TaTonka Real Estate Advisors with any information on the potential soil and/or groundwater contamination on and/or in the subject site. In addition, the representative of the subject ownership did not report any adverse environmental problems on or in the subject site. We also note that no problems with the property were detected by the appraiser during his earlier viewing of the property. Despite this information, however, the appraiser and RLS Valuation make no representation regarding the existence or non-existence of hazardous or toxic waste substances on or in the property, and we have not determined what notices may be required. Thus, we assume the improvements are not contaminated in any adverse manner, and no contamination "stigma" exists as well.

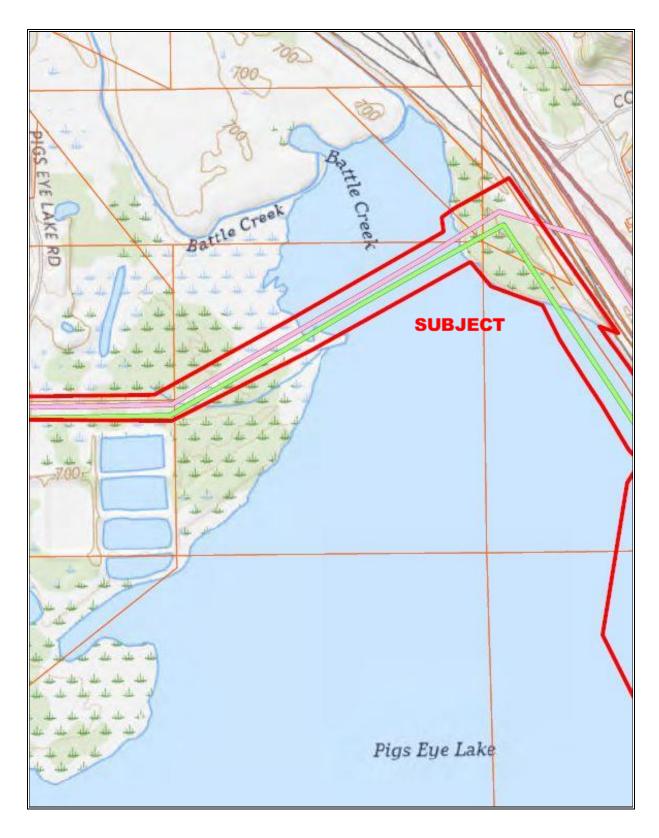
Copies of the subject's plat map, topography map, and flood plain map are presented on the following pages, along with oblique aerial photographs of the upland portions on the west and east side of the subject tract. And we note that additional aerial photographs and ground level photographs of this real estate are provided toward the beginning and throughout this report.





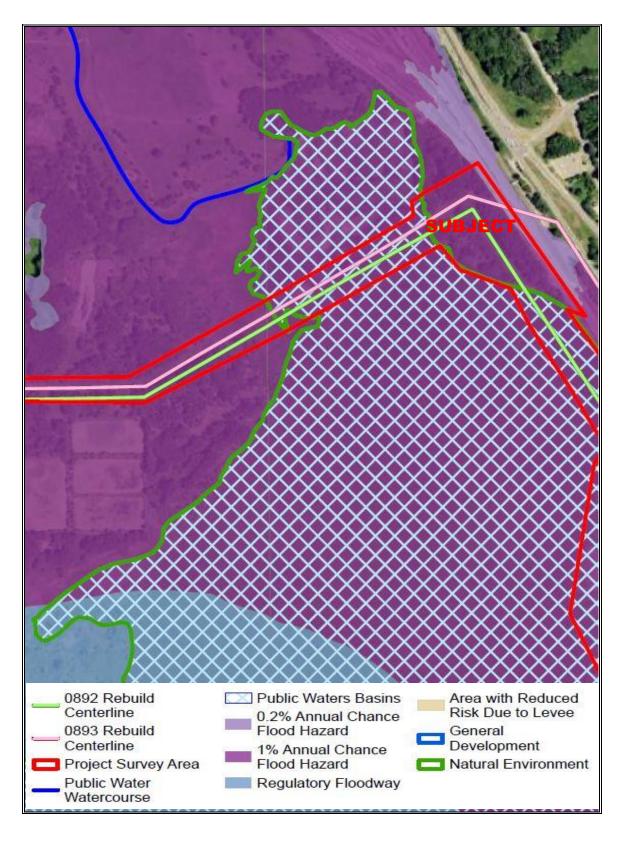
SUBJECT PLAT MAP – BEFORE THE ACQUISITION





SUBJECT TOPOGRAPHY AND TERRAIN MAP OUTLINING THE POWER LINE - BEFORE THE ACQUISITION





SUBJECT FLOOD PLAIN DESIGNATION MAP OUTLINING THE POWER LINE – BEFORE THE ACQUISITION





Oblique Aerial of Upland Area on West Side of Subject Property – Looking North



Oblique Aerial of Upland Area on East Side of Subject Property – Looking North



## **Market Analysis**

As part of the overall valuation and analysis of the subject property, a study of the market in which it competes is conducted. This study assists the appraiser in leading to conclusions concerning its highest and best use, and it is also useful in establishing the economic background in which the subject property exists and the transactional parameters for selecting the various comparable sales and/or leases considered in this appraisal assignment. A marketing period and exposure period estimate for the subject property as of the appraisal date is also indicated from this analysis.

In this appraisal, the subject real estate is land oriented only for recreational and/or conservation/ environmental purposes. As such, this market analysis considers the highest and best use indication for the subject property as a vacant parcel, which is for this purpose. Thus, the market value of this property is a function of the demand for, and the supply of properties like the subject in the Twin Cities region.

Demand for land is driven primarily by population growth, in which new household formation increases the demand for dwelling units. New dwelling units are built in response, and this construction consumes land. Land in such areas of growth is also consumed to meet demand for new stores and offices, to provide goods and services needed by the new residents. Base employment centers containing mostly industrial uses also consume large areas of land for the production of goods and services for export from a local market, as well as for storage and distribution within the region. Other uses also come into the picture for many other reasons, such as municipal needs, religious and/or institutional requirements, etc.

Supply of land for these different uses is simply a function of location and physical characteristics, how fully developed and area is, and what the legal permissibility factors are. Demand drives financial feasibility and, ultimately, maximum productivity. Since it is the ultimate improved use of any given parcel of land that drives its value, the likely near-term future use of the subject parcel in its "before" state must be considered in this part of the appraisal.

No specific surveys, reports or studies dealing with recreational and/or environmental land exist. As a result, the appraiser is left to rely on his research, analysis and general knowledge of this type of real estate in the community.

Thus, to accomplish this task, pertinent recent sales and listings of the subject's recreational and/or environmental use type within the subject's market area are researched and analyzed. These are considered in the Sales Comparison Approach. In other words, there basically is no market analysis that can be performed other than to look at recent sales and listings of property like the subject.



## **Highest and Best Use Analysis**

One of the most important aspects of any real estate appraisal is the highest and best use analysis. This segment of the appraisal creates the criteria for the selection and application of the appropriate valuation approaches. Highest and best use, as defined in <u>The Dictionary of Real Estate Appraisal, Fifth Edition</u> published by the Appraisal Institute, is as stated below. (We note the <u>Fifth Edition</u> definition is more thorough and better defined than in more recent editions.)

**Highest and Best Use**. The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. Alternatively, the probable use of land or improved property – specific with respect to the user and timing of the use – that is adequately supported and results in the highest present value.

**Highest and Best Use of Land or a Site as though Vacant**. Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.

**Highest and Best Use of Property as Improved**. The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.

Analyzing the highest and best use is typically first conducted assuming that the land is vacant or can be made vacant by razing any existing improvements. After this study, a second analysis may be employed which examines the subject property as improved and whether these improvements, in their current state and condition, represent the property's highest and best use. In both cases, determining the highest and best use as vacant and as improved, the real estate appraiser examines four criteria which are its physically possible uses, its legally permissible uses, its financially feasible uses, and its maximally productive use. The subject's highest and best use as vacant land is presented first.

## Highest and Best Use – As Vacant

Presented below is our analysis of the highest and best use of the subject site as vacant in both its "before" and "after" condition. This analysis determines which type of land sales are most appropriate in the land valuation section of this report, if applied. This procedure also complements the highest and best use analysis of the subject site as improved, as it determines whether or not the current improvements, if any, represent their maximally productive use as improved.

### Physically Possible

Considering the physical features of the subject site, especially its large size, its irregular shape, the lack of buildable area it contains, its level topography, its inclusion of a portion of a shallow lake, and its location in a floodplain of the Mississippi River, the uses this parcel can physically handle are restricted to only a conservation use and/or a recreational use, with the tract left in its current natural state. This opinion applies to both sites before and after the acquisition.



## **Legally Permissible**

Considering the physically possible use potentials mentioned above, along with the subject's current H1 (Residential) zoning, its River Corridor Critical Area overlay, and its land use guide plan designation for Rural and Open Spaces, only a conservation, environmental, park and/or recreational use is legally permitted. This restricted use is due to the fact the tract is either part of a shallow lake or is significantly prone to flooding and cannot legally have any structures or other major improvements built on it in the Mississippi River Flood Fringe district.

These opinions also hold for the subject site before and after the proposed acquisition.

## Financially Feasible

Considering the physically possible and likely legally permissible uses the subject site could be put to described above, it is our opinion the financially feasible uses of the parcel are only for conservation and/or recreational purposes.

Again, these opinions apply to the subject property before and after the proposed acquisition.

## **Maximally Productive**

Finally, considering the physically possible, legally permissible and financially feasible uses that could be developed on the subject site, the maximally productive uses of this vacant tract of floodplain land and part of a shallow lake is only for conservation/ environmental and/or recreation purposes.

This opinion of the subjects' highest and best use as a vacant tract applies to the subject property both before and after the proposed acquisition.

## Most Probable Buyer - As Vacant Land

As of the date of value, the most probable buyer of the subject property as a vacant parcel of ground, considering our highest and best conclusions above for the site in both its "before" and "after" conditions, is for a private conservation or environmental organization, a person or group that wants the parcel for a recreational use, or a government agency or quasi-governmental entity. A utility company and/or a municipal services provider could also be a possible buyer, but most typically do not want to own a large tract like this when they just acquire a utility easement over only part of a site.

## Highest and Best Use – As Improved

If applicable given the appraisal problem, analyzing the subject property as improved allows the appraisers to determine if the current improvements will produce the highest overall return for each dollar of investment capital; and secondly, the analysis assists in identifying comparable properties that should be used in the sales comparison and/or income capitalization approaches, if applied.

No opinion on the highest and best use of the subject property "as improved" needs to be provided both before and after the acquisition because no structures or any essential site improvements exist on this parcel—other than the powerline and power poles, which are already owned by Xcel Energy and are considered only as trade fixtures for this utility company and are not included in the real property valuation.



## Discussion of the Appraisal Procedure

As mentioned in the Letter of Transmittal and the Scope of the Appraisal, the subject property must be appraised both before and after the acquisition in order to determine any difference in value that may exist because of this action. Just compensation must be paid to a property owner for any or all property rights that are acquired or taken in such an action. If an entire property is being acquired, then the subject real estate is appraised in 100% full fee simple estate, which is also referred to as an acquisition in fee. In this case, the usual and customary valuations are applied. If only one or some of these rights are acquired, as is the case in this matter, this circumstance is referred to as a partial acquisition, and in such a circumstance, just compensation is typically indicated by subtracting the "after" value of that property from its "before" value. Depending on the degree and impact of the acquisition, the approaches applied can vary.

Regarding the latter circumstance, <u>complete "before" and "after" appraisals</u> are applied if the difference in value as a result of the acquisition is measurable. Examples of such measurable differences include (but are not limited to) a fairly significant reduction in size, a fairly noticeable change in access, visibility, shape and/or utility, an obvious change in a property's highest and best use, or even a change in the degree or intensity of a property's use. A mix of two or more of these conditions (as well as others not listed) can also occur.

A "before" and "after" appraisal that employs the "taking plus damages" approach is applied if the difference in value that occurs in a property is not obvious or measurable to the market. In these situations, the acquisition is usually small or fairly minor, and the difference in value is not likely to be perceived by buyers and sellers competing openly in the market—mainly because of 1) the many of components that make up value; 2) the inherent imperfections that exist in the market; and 3) the rounding of prices, rates and/or values that often takes place between buyers and sellers and/or tenants and landlords in any given transaction. In these cases, there is often no change reflected in a property's value from its "before" condition to its "after" case using standard valuation approaches (i.e., the sales comparison and/or income capitalization approaches).

Examples of such imperceptible value differences include the acquisition of a permanent drainage easement, a utility easement and/or a sidewalk easement where the land area impacted is "shared". Still, just compensation needs to be paid to a property owner no matter how small or inconsequential the acquisition may be; thus, the appraiser is tasked with concluding a value impact using this type of partial acquisition analysis. In this type of analysis, the specific impacts on the itemized value of each component of a property affected are delineated and added together, and the result is deducted from the "before" value to arrive at an "after" value.

These value impacts typically include the value of the land area being acquired, the contributory value of any site improvements that may be taken and cannot be replaced, and the replacement cost of any site improvements that may be affected that require correction or rectification. The latter category also includes costs that may be incurred to mitigate the impact of the acquisition on the remainder parcel, which are referred to as "costs to cure". Thus, by utilizing the "taking plus damages" valuation methodology, which is usual and customary for appraisals of properties that are affected only by relatively minor partial acquisitions, the "after" value of the subject property is effectively concluded by deducting the sum of the various minor contributory value impacts from the property's "before" value.



We note a combination of the two "before" and "after" valuation procedures described above may also be applied if the difference due to the proposed acquisition is comprised of both measurable and immeasurable elements—such as the permanent acquisition of a large section of a subject property and a much smaller strip of land acquired temporarily for a minor construction easement. In this particular appraisal assignment, however, only a "taking plus damages" type of after analysis is needed because of the relatively minor acquisition proposed. As discussed earlier in the Description and Analysis of the Acquisition section of this report, there is no impact on the value of the property that cannot be measured by this method of valuation. Thus, the procedure followed in this particular partial acquisition appraisal is summarized below.

- Considering 1) the scope of the acquisition, 2) the intended use of this appraisal report in this case, 3) our highest and best use conclusion of the subject property before and after the acquisition, and 4) the way properties like the subject are analyzed and purchased, only the sales comparison approach to land value is applicable in this appraisal assignment in the "before" case. A description and definition of this approach is presented later in this report.
- This approach is also basically applied in the "after" valuation scenario, but it is applied to the characteristics of the subject property in its "after" condition. If needed, it may also analyze and split those portions of the subject site after the acquisition that are unencumbered by any permanent easements after the acquisition, from those portions that are encumbered by any new permanent easements due to the acquisition. Typically, encumbered land areas are not worth the full unit value of unencumbered land areas.
- If applicable, the combined unencumbered value and encumbered value of the subject site in
  its permanent "after" state is analyzed and concluded, and then it is deducted from its value in
  its "before" condition. The result provides differences in land values due to any proposed
  permanent acquisition, before considering any impacts on any improvements, and before
  considering temporary easement acquisitions, if in fact there are any.
- Added to this value difference then are the total amounts of any site improvements that may
  be permanently affected and not replaced, as well as any costs that may be incurred by the
  owner to replace improvements or mitigate the impact of any permanent and/or temporary
  acquisitions or other conditions that occur within the borders of the subject property.
- A temporary easement valuation analysis is also employed, if necessary, using elements of the
  "after" land analysis and a form of the income capitalization approach in order to measure the
  value of the land acquired on a short-term basis for construction purposes, which is typically
  to provide additional room for the construction crew to work in, as well as re-grading or
  reconnecting the subject to the area of the construction project.
- In this case, there is only the widening of an existing permanent transmission line easement being acquired over a diagonal strip running over the northern half of the subject tract. As discussed earlier, no essential site improvements exist on the site that can be acquired or disturbed, and no severance damages as perceived by the market result.
- Finally, once all of the "after" value impacts are known, they are added up and applied to the subject property in its "after" state, and a total indication of damages due to the acquisition is indicated by subtracting the subject's final "after" value from its "before" value.

Therefore, we begin this analysis of damages indicated with a "before" valuation of the subject property. This analysis commences on the following page.



## **Property Valuation – Before the Acquisition**

As discussed in the previous section of this report, only the underlying land needs to be appraised in the "before" valuation section of this appraisal assignment. There are several methods appraisers can employ when developing an opinion of land value. The six basic procedures are the sales comparison approach, the allocation method, the extraction analysis, the subdivision development method, the land residual technique, and the ground rent capitalization method. All six methods are derived from the three basic approaches to value: sales comparison, cost and income capitalization.

After inspecting the subject and its surroundings, and after gathering available relevant data, we have determined the sales comparison approach is the most reliable and most widely accepted of all the methods available for estimating land value for properties like the subject.

## Sales Comparison Approach to Land Value

In the sales comparison approach to land value, the appraiser develops an opinion of value by analyzing sales, listings, or pending sales of properties that are similar to the subject parcel. The comparative techniques of analysis applied in the sales comparison approach are fundamental to the valuation process. The sales comparison approach is defined in the <u>Dictionary of Real Estate Appraisal</u>, <u>Seventh Edition</u> published by the Appraisal Institute. Which is retained in our files.

The major premise of the sales comparison approach is that an opinion of the market value of a property can be supported by studying the market's reaction to comparable and competitive properties. Comparative analysis of properties and transactions focuses on similarities and differences that affect value.

## **Elements of Comparison**

Elements of comparison are the characteristics of properties and transactions that help explain the variances in the price paid for real property. The appraiser determines the elements of comparison for a given appraisal through market research and supports those conclusions with market evidence. When properly identified, the elements of comparison describe the factors that are associated with the prices paid for competing properties. The market data, if analyzed properly, will identify the elements of comparison within the comparable sales that are market sensitive.

The basic elements of comparison that are typically considered in sales comparison analysis include real property rights conveyed, financing terms (i.e., cash equivalency), conditions of sale (i.e., motivation), expenditures made immediately after purchase, market conditions (time), location, physical characteristics (e.g., size, soils, access, topography, developable vs. unbuildable land), use (e.g., zoning, water and riparian rights, environmental, building codes, flood zones), economic characteristics, if any (e.g., expense ratios, lease provisions, management, tenant mix), non-realty components of value, if any (e.g., business value, chattel, franchises, trademarks).

### **Procedure**

After gathering and analyzing all relevant information on the market area and subject site, the appraiser follows a series of steps to derive a value indication by the sales comparison approach. These steps are as shown on the following page.



## Steps Followed in the Sales Comparison Approach to Land Value

- Research the competitive market for information on properties that are similar to the subject parcel that have recently sold, are listed for sale or are under contract.
- Verify the information by confirming that the data obtained is factually accurate and that the transactions reflect arm's-length market considerations.
- Select the most relevant units of comparison in the market (e.g., price per acre, price per square foot, price per front foot) and develop a comparative analysis for each unit.
- Look for differences between comparable sale properties and the subject parcel using all appropriate elements of comparison and then adjust the sale price of each sale property to the subject property, accordingly.
- Reconcile the various value indications produced from the analysis of comparables to a value bracket and/or to a single value indication.

As mentioned above, any items found in the comparables that have a measurable value difference from the subject need to be adjusted. Thus, the mathematics involved in the adjustment process are as follows: a comparable's inferior condition is typically represented by a factor over 1.00, or a positive percentage (i.e., an inferior percentage), the result of which is an upward adjustment to the comparable for that particular condition; alternately, a superior condition found in a comparable is represented by a factor less than 1.00, or a negative percentage (i.e., a superior percentage), and the result is a downward adjustment to the comparable for that particular item. We note if any characteristics are the same or relatively similar to the subject, no adjustment is needed; thus, a factor of 1.00 or a 0% adjustment is applied. All of the positive and/or negative adjustments are then added together, and the cumulative or net adjustment is then added to the factor of 1.00, and the market-adjusted, cash equivalent unit sale price is multiplied by the resulting net adjustment factor in order to arrive at the overall adjusted unit sale price.

After completing this procedure, the comparables requiring the fewest and smallest adjustments are typically given the most weight in the final value estimate by the sales comparison approach.

## The Selection of Comparable Land Sales – Before the Acquisition

Based on our highest and best use analysis of the subject site as vacant, the criteria for selecting the most appropriate land comparables for consideration in this "before" part of the appraisal assignment are listed below and on the following page.

## <u>Criteria for Selecting the Land Comparables – Before the Acquisition</u>

- Recreational and/or environmental tracts of unimproved land that are entirely or mostly unbuildable, purchased for the use of the land only for hunting, fishing, canoeing or kayaking purposes, and/or for conservation and/or preservation purposes.
- Located on the edge of villages or towns in southern Dakota County, southeastern Scott
  County or northwestern Goodhue County—although such land purchased in more inner-city
  or suburban areas of the Twin Cities are considered as well. These land sales could also be
  located in rural areas just outside of such towns and villages in the counties and the region
  mentioned above.



- Ranging in size from approximately 40 to 300 acres, although the limited number of land sales
  of this type requires the appraiser to possibly consider both smaller and larger recreational
  and/or environment land tracts.
- Such properties having sold within the last three to four years—and preferably within the last 30 months or so prior to the appraisal date, since the commercial and industrial land markets have slowed down after the run-up in these markets after the COVID-19 crisis, when inflation took over and loan interest rates (and subsequently investment yield rates) increased dramatically.
- Transactions that occurred between unrelated parties where neither the buyer nor the seller was forced or unduly motived to buy or sell.

We note the market activity surrounding these sales (and other relatively similar transactions we researched) indicates the best unit of comparison for determining the value of the subject tract is the price **per square foot of gross land area**.

In performing this land value analysis, recent listings of and/or offers on properties similar to the subject around the appraisal date are also considered; however, due to the fact they are not "bonafide" sale transactions, they are not included as comparables in this analysis.

Based on the foregoing criteria, five land sales are selected as being the most suitable for use as comparables in this part of the assignment. The salient features of these selected sales are presented on the following pages, along with an aerial photograph of each parcel that includes a plat overlay of the lot and a location aerial showing its surrounding property uses and nearby amenities and features.

A map showing the location of these comparable sales in relation to the subject parcel immediately follows these land comparable data pages, and a fact chart summarizing these salient features is provided later in this section of the report. We note that additional details of these comparables are retained in our files.

Since the comparables chosen are not truly identical to the subject tract in every way possible and may not even fall within the ranges stated above for the selection criteria, some adjustment (or adjustments) must be made to qualify and quantify the item (or items) of difference between them—as noted earlier in this section of the report. Therefore, an adjustment grid is also presented with the fact chart mentioned in the paragraph above. The supporting data and/or basis for the judgment used to quantify these adjustments are also retained in our files.



## **RLS Valuation | TaTonka Real Estate**

#### PROPERTY IDENTIFICATION

**Oliver Family Floodplain Land Property Name** 

Northeast Corner of Hwy. 3 Location

& Vermillion River Trail

City, State Empire Township, MN

County Dakota

Primary Parcel ID No. 12-02900-50-015

Secondary Parcel ID No(s). None

#### TRANSACTION INFORMATION

Sale Date / Sale Status 10/29/24 Closed

Transaction Verification MnCAR, Buyer & CREV Buyer County of Dakota Seller Edward C. Oliver, et. al.

Financing Terms **Cash Transaction** Actual Sale Price 98,000

Cash Equivalent Adjustment None 98,000 Cash Equivalent Sale Price Unpaid Special Assmts. None

(Slope Issues Not Additional Acquisition Costs None Incl.) Total Effective Price Paid 98,000

\$ **Total Effective Price (\$/SF)** 0.10 (Gross)



Aerial Photo of Land Sale w/ Plat Overlay

## PROPERTY INFORMATION

**Gross Site Area (SF)** 984,029

Approx. Buildable Area (SF) None ( None Ac.)

Approx. % Developable Site Shape

Topography / Terrain

Floodplain / Soil Conditions Access Condition

Water Features on Site Improvements Included in Sale None

Est. Add'l Value of Imprvmnts. Utilities & Streets In & Paid

**Zoning At Time of Sale** 

Land Use Guide Plan at Sale Use of Site at Time of Sale Intended Use by Buyer at Sale ( 22.59 Ac.)

None

Irregular

Level / River, Wetlands & Woods Entire Site / Unbuildable Good from Paved Streets

Vermillion River

Not Applicable

None / Not Applicable

MXR, Mixed Residential

Resid. (Not in Farmington Plan) Environmental / Recreational

Conservation



Aerial Photo of Land Sale w/ Topography Overlay



**Land Sale Location Map** 



## **RLS Valuation | TaTonka Real Estate**

#### **PROPERTY IDENTIFICATION**

Property Name Cascade Township Land

Location NWQ Co. Rd. 22 &

East River Rd. NE

City, State Cascade Township, MN

County Olmstead
Primary Parcel ID No. 74.14.11.082391
Secondary Parcel ID No(s). & 4 More PIDs

#### TRANSACTION INFORMATION

Sale Date / Sale Status 8/30/24 Closed

Transaction Verification MnCAR & CREV
Buyer Legacy Lake, LLC

Seller Willmar Investments, LLC

Financing Terms 5-Yr. C for D @ 0% Actual Sale Price \$ 650,000

Cash Equivalent Adjustment
Cash Equivalent Sale Price \$ 650,000
Unpaid Special Assmts. None
Additional Acquisition Costs
None

Total Effective Price Paid \$ 650,000

Total Effective Price (\$/SF) \$ 0.14 (Gross)



**Aerial Photo of Land Sale** 

#### **PROPERTY INFORMATION**

Developable Site Area (SF) 4,559,860 ( 104.68 Ac. )

Gross Site Area (SF) 1,600,000 ( 36.73 Ac. ) % Developable 35%

Site Shape | Irregular - 2 Crescent Shapes

Topography / Terrain Sloping / Wooded w/ Lake & River Floodplain / Soil Conditions Most of Site, Average

Access Condition Good from Paved Streets

Water Features on Site Small Lake & River

Improvements Included in Sale None

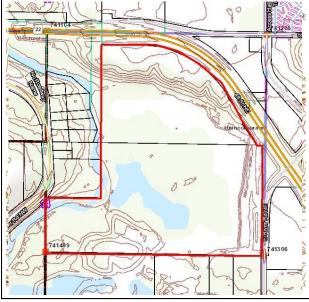
Est. Add'l Value of Imprvmnts. Not Applicable
Utilities & Streets In & Paid None / Not Applicable

Zoning At Time of Sale Ag, Agriculture

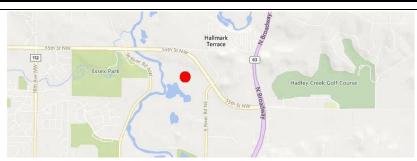
Land Use Guide Plan at Sale Agriculture

Use of Site at Time of Sale Recreational & Sm. Gravel Pit

Intended Use by Buyer at Sale Continued Limited Use



Plat and Topography Map of Land Sale



**Land Sale Location Map** 



## **RLS Valuation | TaTonka Real Estate**

#### **PROPERTY IDENTIFICATION**

Agate Ave. SE Site **Property Name** Location 4463 Agate Ave. SE

(NWQ Hwy. 12 & Co. Rd. 25)

City, State Buffalo, MN County Wright

Primary Parcel ID No. 208-300-301402

Secondary Parcel ID No(s). None

#### TRANSACTION INFORMATION

Sale Date / Sale Status 4/28/23 Closed **Transaction Verification** MnCAR & CREV T&C Real Estate, LLC Buyer Seller Scott B. Steinle Financing Terms Market Rate Financing

Actual Sale Price 1,100,000 Cash Equivalent Adjustment (100,000)Cash Equivalent Sale Price 1,000,000 Unpaid Special Assmts. None Additional Acquisition Costs None Total Effective Price Paid 1,000,000

**Total Effective Price (\$/SF)** 0.34 (Gross)

#### **PROPERTY INFORMATION**

**Developable Site Area (SF)** 2,978,197 ( 68.37 Ac. ) 1,436,000 ( 32.97 Ac. ) Gross Site Area (SF)

% Developable

Site Shape Topography / Terrain Floodplain / Soil Conditions

Access Condition Water Features on Site

Est. Add'l Value of Imprymnts. Approx. \$100,000 Utilities & Streets In & Paid

**Zoning At Time of Sale** 

Land Use Guide Plan at Sale Use of Site at Time of Sale Intended Use by Buyer at Sale

48%

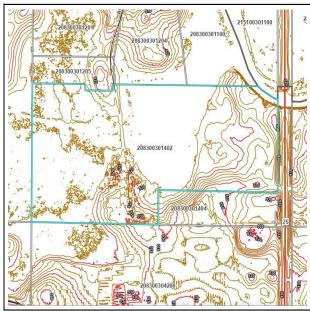
2 Nearly Square Areas Generally Level / Open Half of Site, Average Good from Paved Streets Small Lake & River Improvements Included in Sale Small House & Pole Barn None / Not Applicable Ag, Agriculture

Agriculture

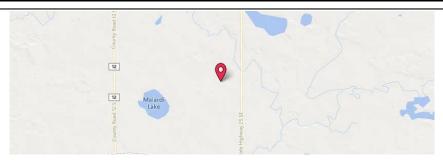
Recreational & Boat Storage Continued Limited Use



Aerial Photo of Land Sale



Plat and Topography Map of Land Sale



**Land Sale Location Map** 



## **RLS Valuation | TaTonka Real Estate**

#### PROPERTY IDENTIFICATION

**Property Name Hmong American Veterans Park** 

Location 6458 Highview Rd.

(SWQ Hwy. 52 & 327th Way)

City, State Cannon Falls, MN

Goodhue County Primary Parcel ID No. 28.031.1801 Secondary Parcel ID No(s). None

## TRANSACTION INFORMATION

Sale Date / Sale Status 4/15/22 Closed

Transaction Verification MnCAR & CREV Buyer Fong T. Lor

Seller James L. Edlund, et. al. Financing Terms **Cash Transaction** Actual Sale Price 800,000

Cash Equivalent Adjustment None Cash Equivalent Sale Price 800,000 Unpaid Special Assmts. None None Additional Acquisition Costs 800,000 Total Effective Price Paid

Total Effective Price (\$/SF) \$ 0.21 (Gross)

#### **PROPERTY INFORMATION**

**Developable Site Area (SF)** 3,898,620 ( 89.50 Ac.) Gross Site Area (SF) 3,500,000 80.35 Ac.)

% Developable 90%

Site Shape Two Trapezoidal Sites Topography / Terrain

Floodplain / Soil Conditions

Access Condition

Water Features on Site Improvements Included in Sale None

Est. Add'l Value of Imprvmnts. Not Applicable Utilities & Streets In & Paid

**Zoning At Time of Sale** 

Land Use Guide Plan at Sale Use of Site at Time of Sale Intended Use by Buyer at Sale

Rolling / Mostly Open

Estimated to be 10% of Site, Avg. Good from Paved Streets

Pond

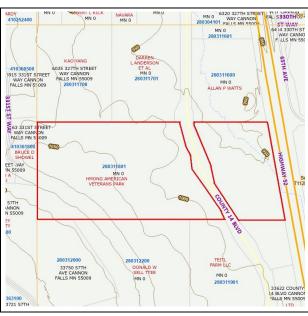
None / Not Applicable

Ag, Agriculture

Agriculture Mostly Ag Land Future Veterans Park



**Aerial Photo of Land Sale** 



Plat and Topography Map of Land Sale



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## **RLS Valuation | TaTonka Real Estate**

#### PROPERTY IDENTIFICATION

**Property Name** Marysville Township Land

2400 40th St. SW Location

(NWQ 40th St. & Clementa Ave.)

City, State Waverly, MN County Wright

211-000-224300 Primary Parcel ID No. 211-000-224200 Secondary Parcel ID No(s).

#### TRANSACTION INFORMATION

Sale Date / Sale Status 4/23/21 Closed

MnCAR & CREV **Transaction Verification** 

Buyer Jeremy Scheuble & Reed Homola

Seller Walter R. McCarthy Jr.

Financing Terms **Cash Transaction** Actual Sale Price 333,000

Cash Equivalent Adjustment None Cash Equivalent Sale Price \$ 333,000 Unpaid Special Assmts. None Additional Acquisition Costs None

333,000 Total Effective Price Paid Total Effective Price (\$/SF) \$ 0.41 (Gross)

#### PROPERTY INFORMATION

**Developable Site Area (SF)** 820,670 ( 18.84 Ac.) 174,000 ( 3.99 Ac.) Gross Site Area (SF)

% Developable 21%

Site Shape Irregular Areas

Topography / Terrain Gently Rolling / Some Trees

Floodplain / Soil Conditions Most of Site, Poor

Access Condition Good from Paved Streets

Water Features on Site Small Lakes & River

Improvements Included in Sale Older Unhtd. Strg. Bldg. & Barn

Est. Add'l Value of Imprvmnts. Reported to be None Utilities & Streets In & Paid None / Not Applicable

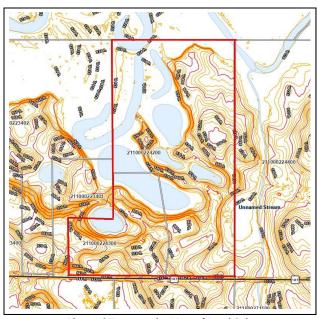
**Zoning At Time of Sale** 

Land Use Guide Plan at Sale Use of Site at Time of Sale

Ag, Agriculture Agriculture Mostly Ag Land Intended Use by Buyer at Sale Continued Limited Use



Aerial Photo of Land Sale

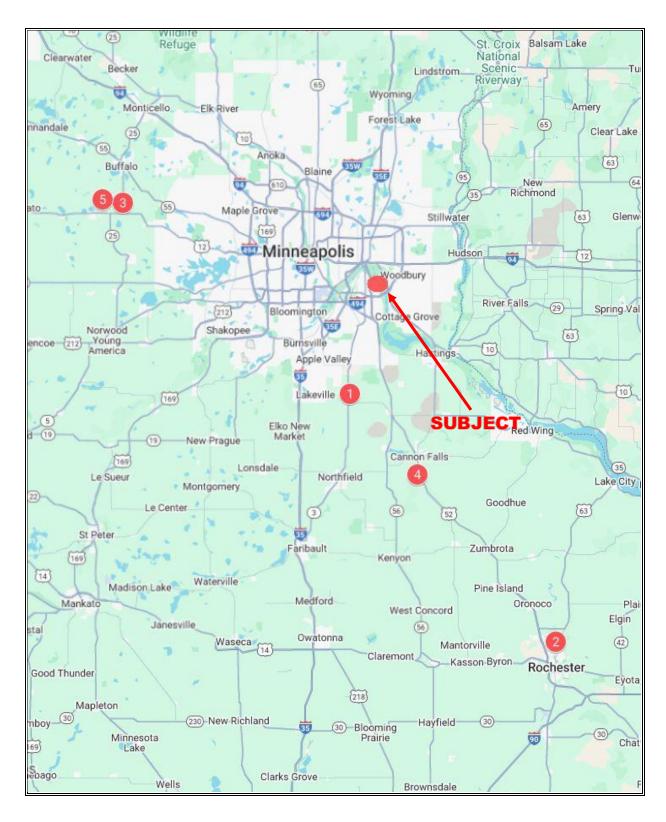


Plat and Topography Map of Land Sale



**Land Sale Location Map** 





**COMPARABLE LAND SALES MAP – BEFORE THE ACQUISITION** 



## Comparable Recreational Acreage Sales Fact Chart and Adjustment Grid - Before the Acquisition

Land Sale No.	1	2	3	4	5	Subject - Before
Property Name	Oliver Family Floodplain Land	Cascade Township Land	Agate Ave. SE Site	Hmong American Veterans Park	Marysville Township Land	Ash Ponds Site
Location	Northeast Corner of Hwy. 3	NWQ Co. Rd. 22 &	4463 Agate Ave. SE	6458 Highview Rd.	2400 40th St. SW	No Address - Apprx. 1,000' East
	& Vermillion River Trail	East River Rd. NE	(NWQ Hwy. 12 & Co. Rd. 25)	(SWQ Hwy. 52 & 327th Way)	(NWQ 40th St. & Clementa Ave.)	of Terminus of Pigs Eye Lk. Rd.
City, State	Empire Township, MN	Cascade Township, MN	Buffalo, MN	Cannon Falls, MN	Waverly, MN	St. Paul, MN
Sale Date (Closing)	Oct-24	Aug-24	Apr-23	Apr-22	Apr-21	Sep-25
Cash Equivalent Sale Price	\$98,000	\$650,000	\$1,000,000	\$800,000	\$333,000	
Unpaid Special Assessments	None	None	None	None	None	
Additional Acquisition Costs	<u>None</u>	<u>None</u>	<u>None</u>	<u>None</u>	<u>None</u>	
Total Effective Price Paid	\$98,000	\$650,000	\$1,000,000	\$800,000	\$333,000	
Gross Site Area (SF)	984,029	4,559,860	2,978,197	3,898,620	820,670	6,969,600
(Acres)	22.59	104.68	68.37	89.50	18.84	160.00
Apprx. Upland Area (SF)	None	1,600,000	1,436,000	3,500,000	174,000	1,700,000
(Acres)	None	36.73	32.97	80.35	3.99	39.03
Approx. % Developable	None	35%	48%	90%	21%	24%
Site Shape	Irregular	Irregular - 2 Crescent Shapes	2 Nearly Square Areas	Two Trapezoidal Sites	Irregular Areas	Not Applicable
Topography / Terrain	Level / River, Wetlands & Woods	Sloping / Wooded w/ Lake & River	Generally Level / Open	Rolling / Mostly Open	Gently Rolling / Some Trees	Lake, Floodplain, Some Upland Woods
Floodplain / Soil Conditions	Entire Site / Unbuildable	Most of Site, Average	Half of Site, Average	Estimated to be 10% of Site, Avg.	Most of Site, Poor	All in Floodplain
Access Condition	Good from Paved Streets	Good from Paved Streets	Good from Paved Streets	Good from Paved Streets	Good from Paved Streets	Cartway (Trail) or Kayak/Canoe Only
Water Features on Site	Vermillion River	Small Lake & River	Small Lake & River	Pond	Small Lakes & River	Lake & Floodplain
Improvements Included in Sale	None	None	Small House & Pole Barn	None	Older Unhtd. Strg. Bldg. & Barn	None
Est. Add'l Value of Imprvmnts.	Not Applicable	Not Applicable	Approx. \$100,000	Not Applicable	Reported to be None	Not Applicable
Utilities & Streets In & Paid	None / Not Applicable	None / Not Applicable	None / Not Applicable	None / Not Applicable	None / Not Applicable	None / Not Applicable
Zoning At Time of Sale	MXR, Mixed Residential	Ag, Agriculture	Ag, Agriculture	Ag, Agriculture	Ag, Agriculture	H1, Residential
Use of Site at Time of Sale	Environmental / Recreational	Recreational & Sm. Gravel Pit	Recreational & Boat Storage	Mostly Ag Land	Mostly Ag Land	Conservation and/or Recreational
Land Use Guide Plan	Resid. (Not in Farmington Plan)	Agriculture	Agriculture	Agriculture	Agriculture	Major Parks & Open Spaces
Intended Use by Buyer at Sale	Conservation	Continued Limited Use	Continued Limited Use	Future Veterans Park	Continued Limited Use	Highest & Best Use As Vacant
, ,						· ·
Total Price (PSF-Gross)	\$0.10	\$0.14	\$0.34	\$0.21	\$0.41	
		M	arketwide Adjustments			
Rights Conveyed Adj Factor	1.00	1.00	1.00	1.00	1.00	
Sale Condition Adjustment Factor	1.00	1.00	1.00	1.00	1.00	
Time Adjustment Factor	1.05	1.05	1.08	1.10	1.13	
Cumulative Adjustment Factor	1.05	1.05	1.08	1.10	1.13	
Adjusted Price (PSF-Gross) (1)	\$0.10	\$0.15	\$0.36	\$0.23	\$0.46	
		Sub	ject-Specific Adjustments			
General Area Location Adjustment %	15% Inf	30% Inf	15% Inf	15% Inf	15% S	up
Access Adjustment %	20% Sup	20% Sup	20% Sup	20% Sup	20% S	up
Size & Shape Adjustment %	5% Sup	5% Sup	10% Sup		5% S	
Natural Features Adjustment %	0%	0%	0%	0%	0%	·
Zoning/Density Condition Adjustment %	0%	0%	0%	0%	0%	
Degree of Limited Use Adj. %	0%	5% Sup	20% Sup	20% Sup	20% S	up
Other/Site Condition Adjustments %	0%	0%	10% Sup	•	0%	•
Net Adjustment %	10% Sup	0%	45% Sup	30% Sup	60% S	up
Net Adjustment Factor	0.90	1.00	0.55	0.70	0.40	
	\$0.09	\$0.15	\$0.20	\$0.16	\$0.18	

Considering only marketwide condition adjustments.
 Considering all adjustments.



## Conclusion of Unit Land Value and Final Land Value – Before the Acquisition

The final step in this part of our land valuation process is to reconcile the unit price indications of the comparables after making appropriate adjustments and concluding a final value of the subject parcel before the acquisition. Presented first in the chart below are the various price ranges and mean and median prices per square foot of usable land area indicated by the comparable land sales—both before and after the appropriate adjustments are applied.

## "Before" Land Sales Unit Price Statistics

Pigs	Eye	Lake	Park	Site
	_			

Statistic Item	Price <u>(PSF)</u>
Minimum Unit Price Before Adjustment	\$0.10
Maximum Unit Price Before Adjustment	\$0.41
Minimum Adjusted Unit Price Maximum Adjusted Unit Price	\$0.09 \$0.20
Mean Adjusted Unit Price	\$0.16
Median Adjusted Unit Price	\$0.16

Presented next is a chart that shows the overall net adjustment made to each comparable. Also provided is the absolute adjustment made to each comparable. Note that the absolute adjustment reflects the total magnitude or sum of all the adjustments applied to a particular comparable if the direction (i.e., upward or downward—or rather positive or negative) is ignored. In addition, the absolute or total adjustment figure for each land comparable is also provided.

"Before" Land Sales Overall Net and Absolute Adjustments Chart

Land Comp. <u>No.</u>	Overall Net <u>Adjustment</u>	Overall Absolute <u>Adjustment</u>	Adjusted Price <u>(PSF)</u>
1	-5%	45%	\$0.09
2	5%	65%	\$0.15
3	-41%	83%	\$0.20
4	-23%	70%	\$0.16
5	-55%	73%	\$0.18



Although none of the comparable land sales is exactly like the subject site, all five are considered to be similar overall to this property. Still, the adjusted unit values of three of these sales are believed to be slightly better value indicators than the others and are given more weight in our final value conclusion of the subject site in its "before" condition.

In this land valuation, Sales 2, 4 and 5 have more characteristics that are similar to the subject site than Comparables 1 and 3, and they require fewer and smaller adjustments than these other two sales. Thus, more weight is given to their adjusted prices per square foot in this analysis. Still, Sales 1 and 3 do not need that much more terms of overall adjustment magnitude (i.e., ignoring which way the adjustments are made—i.e., upward or downward), so as a result, nearly as much weight is given to their adjusted prices per square foot.

Therefore, after considering all the factors discussed above and rounding appropriately, the fee simple unit value for the subject site "before the acquisition" and as of the appraisal date is concluded at **\$0.16 per square foot** of gross land area.

Thus, multiplying the unit value concluded above by the subject parcel's gross land area before the acquisition, a final "before" land value for this subject, as of the appraisal date, is indicated as follows:

## **Land Value Conclusion - Before the Acquisition Pigs Eye Lake Park Site**

6,969,600 Sq. Ft. \$0.16 Per Sq. Ft. \$1,115,136

> Rounded to, \$1.115.000

We note this "before" value continues to equal \$0.16 per square foot of gross land area for the subject site, which is appropriate for applying the principles of the unit rule in this "taking plus damages" analysis for this part of the subject property.

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## **Property Valuation – After the Acquisition**

As analyzed earlier in the Discussion of the Appraisal Procedure and other sections of this report, the nature of this appraisal assignment requires that a "before" and "after" property valuation be employed, with the latter employing the "taking plus damages" technique to measure the impact on value due to the acquisition described herein. This approach is taken to ensure that all the minor value impacts on all the property rights affected are quantified as little or no change in a property's "after" results from using standard valuation methods.

To reiterate, the proposed partial acquisition in this case involves a strip of land being acquired as permanent easement for the purpose of widening an existing permanent transmission line easement extending diagonally across the northern half of the subject tract. This easement expansion area is reported to contain approximately 4.88 acres, or 212,573 square feet. A complete description and analysis of this acquisition on the subject site is presented earlier in this report on pages 14 through 18. Other than issues described on these pages, no other acquisitions or impacts resulting from the action described have an impact on the subject property.

Because there are no improvements on the subject tract, and because no part of this expanded easement causes any measurable severance damage to the subject remainder property, the valuation of the acquisitions in this case is quite simple and involves only a "taking plus damages" approach to determining its impact on the value of the land parcel.

Thus, in this "after" valuation, the appraisal approach applied in the "before" analysis is also applied in the "after" valuation scenario. The same market data, comparables and analyses apply, but they are considered in light of the characteristics of the subject property in its "after" condition using the "taking plus damages" approach. Another way of looking at this approach is that all the data, findings and conclusions from the land sales analysis employed in the "before" appraisal are brought forward to this "after" analysis as starting points for the adjustments that can be measured using the "taking plus damages" method of determining the "before" and "after" value difference. In other words, the final value conclusion reconciled in the "before" valuation is the starting point for the "after" valuation.

Once all the "after" value impacts are discerned, they are totaled up and deducted from the "before" value conclusion. The difference indicates the final "after" value of the property. Thus, all adverse impacts affecting the subject in its "after" condition are quantified, no matter how small each impact is. This methodology is opined to be the most suitable for indicating just compensation in this case.

Typically, any new permanent acquisitions of a particular site are appraised first, followed by the valuation of any adverse impacts caused by having to cure any permanent effects and/or rectify and/or replace any adverse temporary conditions. However, in this action, only the expansion of a permanent transmission line easement is affecting the subject property.

Therefore, the impact of this permanent easement expansion is analyzed next, beginning on the following page.



## Valuation of the Subject Property Considering the Permanent Acquisition

As mentioned above, the difference in the subject land value from its "before" condition to its "after" state on a permanent basis is measured in this part of the appraisal. This analysis considers the value of each subject parcel's remaining unencumbered land as well as the land being encumbered on them by any new permanent easements. Analyses of the contributory value of any site improvements acquired on both parcels are also performed, and cost analyses of any site improvements on both parcels that are needed to mitigate damages or be replaced by the owner due to each partial acquisition must also be done. All these items are then added together to arrive at an appropriate indication of the subjects' values after considering all the permanent impacts and costs to cure.

## Valuation of the Land Remaining on the Subject Site - After the Permanent Acquisition

In this part of the appraisal, the value of the subject land making up each subject site in its "after" state, which is also referred to as the remainder parcel, considers the permanent acquisition on each property, respectively. It employs a "built-up" analysis whereby the unaffected, or unencumbered, portion of the property is valued, along with a valuation (or valuations) of a portion (or portions) that are affected by partial acquisitions where the underlying fee ownership of the property remains with the owner. Examples of the latter include areas taken for a permanent drainage easement, a permanent sidewalk or sidewalk/bikeway easement, a retention pond area, a retaining wall easement, etc. A combination of any of these encumbrances or easements (or others not listed) may also be a part of this built-up valuation analysis.

The sum of all these parts affected by the permanent acquisition or acquisitions are added together to arrive at the appropriate indication of composite land value in its "after" state. We note that any value diminution to the remainder parcel due to any possible permanent value diminution or severance damage created by the acquisition is also considered in this part of the "after" analysis.

## Valuation of the Land Remaining After the Permanent Acquisition

As discussed earlier, the same land sales comparison approach with all the same comparables applied in our "before" analysis of the site is utilized in this part of our "after" valuation. The adjustments made to the comparables to conclude a unit value are also the same because the new permanent strip acquisition itself is minor compared to the subject site in its "before" state (and before considering any other permanent impacts and any temporary severance damages that result from this action). As a result, the "after" unit land value for the subject site is opined to be no different from its "before" unit value before considering any adverse impacts caused by severance damages as perceived by the market.

Thus, at this point in the appraisal process, the actual "before" unit land value for the site concluded earlier of **\$0.16 per square foot of gross tract area** (i.e., the full fee simple unit value) is now multiplied by the various encumbered and unencumbered remaining areas that comprise the underlying ownership and use of the subject site in its "after" state. We note that using the subject's site unit value on a gross basis is appropriate for applying the principles of the unit rule in this "taking plus damages" analysis.

The question is, how much of the subject site's total unit land value indicated above should be applied to each section of this parcel in this "after" valuation?



To reiterate, the newly expanded permanent transmission line easement area being acquired over the site encumbers 212,573 square feet, which means the subject's remaining unencumbered gross land area in its "after" state is 6,757,027 square feet (6,969,600 square feet – 212,573 square feet).

Since a "before" land valuation of the subject site has already been investigated, the next step in this "after" valuation process is to value this land in its "after" state, before considering any impacts on any site improvements that may exist. This "after" land valuation is presented next.

Regarding the **212,573 square foot** portion of the subject site encumbered by the newly expanded permanent transmission line easement, it is imperative to note the land within this area will be shared by the underlying owner in fee (and the user of the entire property) with the easement holder (the acquiring agency and the user of only the new easement area). Since the shared uses are for "different", limited purposes—that being for the existing conservation and/or park land by the former and an electric transmission line for the latter—the land value held by each party for this easement area obviously ranges somewhere between 0% to 100%. Again, the question is, how much does the market split the total 100% interest between these two parties?

This question is best answered by 1) considering where on the subject site the expanded easement is located, 2) analyzing the interest each party has in the land and their degree of use (or type of use), and 3) determining how an informed buyer and a knowledgeable seller competing in an open market would end up agreeing on a fair allocation of the land area being shared.

Considering each party's use and type of interest in this shared permanent easement area, described above, it is clear they both have mutual use and benefit of the land being acquired for these easements appeals to both parties, seemingly on an equal basis. Thus, while no specific pairings or comparables are known to exist, it is the appraiser's opinion that a **discount on value of 50%** be applied to 100% of the subject's "before" unit value conclusion for the entire area of the expanded easement on the subject site in its "after" state. This factor is based on the appraiser's judgment considering the points mentioned in the paragraph above, the seemingly equal shared use of this expanded easement by both parties involved, and the fact the subject owner still owns the underlying fee interest in the property, which provides full reversionary rights when or if this easement is ever vacated.

This 50% discount factor is also based on several schools of thought on the value impact resulting from a transmission line easement acquisition similar to the one impacting the subject site. These different opinions are described below.

- Other appraisers measuring such a similar easement typically apply a 30% to 50% discount to the unit value of the easement being acquired, depending where on a particular property the easement encumbers the site. This information is based on this appraiser's survey of his peers who have very good reputations and perform appraisal work in this regard for both acquiring agencies and property owners, and it is also based on the reported discounts that land acquisition agents see in other "before" and "after" appraisals on easement acquisitions similar to the easement proposed for the subject site.
- A persuasive article published in 2005 in the Right of Way magazine put out by the International Right of Way Association (IRWA), written by Dean Chapman, SR/WA, MAI, SRA, basically concludes his extensive empirical research and study of this type of discount ranges from no impact (0%) to 40%, with the most convincing data indicating a range for 20% to 40%.



- This appraiser's own experience in performing "before" and "after" appraisals of this type of
  easement encumbrance, which also generally ends up with a discount range of 30% to 50%,
  as well as his experience (and others of which he is aware) in completing transactions of
  commercial and industrial land and improved properties.
- Regarding the latter point immediately above, sometimes at a closing a relatively small issue will arise that ends up having its perceived monetary impact split in half—such as when a fairly minor item that was not discovered during the buyer's due diligence period and was not known by the seller arises at a closing, and the cost to repair or replace that item gets split 50%/50%. While this issue should have been negotiated beforehand, it is usually not enough to "kill the deal" and stop the closing. The reason why is the parties involved have invested too much in completing the transaction to let it keep the sale from going through. At first, each party typically argues that the other covers the cost. However, without any leverage other than totally stopping the transaction, they tend to split the cost in half and close the deal. This scenario can also take place where permanent "shared" easement is concerned. Upon discovery of such an issue at closing, a buyer may claim it has no value; however, the seller will often strongly disagree and say that it should be granted full value because of the use or uses it can still be put to. Therefore, based on many cases where parties like this are so polarized on one issue but are basically in agreement on all other terms and conditions of the sale, they typically settle on a point half-way between the two positions, Thus, a 50% discount factor is indicated by this analysis.

Therefore, considering all of the data and information above, and considering this new easement expansion area extends approximately 280 feet into the east central portion of the site (next to the existing transmission line easement), a total discount on value of 50% is concluded for this part of the subject site. This discount leaves a remaining underlying land value interest of 50% held by property owner in this part of the subject easement expansion area (100% - 50%).

Regarding the remaining <u>unencumbered subject site area owned in fee</u> by the subject owner, this part of the property has a unit land value in the "after" case that is no different from its "before" unit value of the subject site as vacant land. Therefore, **100%** of the actual "before" unit value of \$0.16 per square foot is multiplied by the remaining unencumbered site area after the acquisition of 6,360,196 square feet. The calculations involved are provided below.

As a result, the "built-up" or composite value of the subject site in its "after" condition can now be calculated. Again, we note it is comprised of the remaining unencumbered area of the subject site after the permanent acquisition valued at 100% of the subject's "before" unit value of \$0.16 per square foot, as well as the permanent easement at 50% of their underlying land value as they are now encumbered. These calculations are shown in the chart on the following page, which summarizes the built-up value of the subject site on the appraisal date after the acquisition.



# Pigs Eye Lake Park Site Composite Value of Subject Property After the Permanent Acquisition

Portion of Subject Property Unencumbered by the Permanent Acquisition in this Case

#### Remainder Land Area Still Owned in Fee\*

<u>Area</u>	<u>Unit Type</u>		<u>Unit Value</u>		% Value Est.		
6,757,027	Sq. Ft.	@	\$0.16/SF	Х	100%	=	\$1,081,124

#### Remainder Land Area(s) Encumbered by Other Permanent Acquisition(s)

## Land Area Subject to Newly Expanded Powerline Easement

<u>Area</u>	<u>Unit Type</u>		<u>Unit Value</u>		% Value Est.		
212,573	Sq. Ft.	@	\$0.16/SF	Χ	50%	=	\$17,006

### **Total Value of Subject Land After the Permanent Acquisition**

\$1,098,130

Rounded to, <u>\$1,098,000</u>

## Additional Damages Due to the Proposed Acquisition

As also discussed earlier in this appraisal report, no other adverse measurable impacts on the value of the subject remainder property (i.e., no curable and incurable severance damages as perceived by the market) will take place as a result of this action. No site improvements are being acquired, no replacement costs are being incurred by the owner, and no other permanent or temporary conditions affect the subject property in this case. Thus, no further analysis of any additional damages needs to be considered in this "after" appraisal analysis.

## Final Value Conclusion – After the Acquisition

Finally, considering that all of the possible permanent and/or temporary impacts on the subject's total value have been analyzed and quantified above, their results can be summarized and deducted from the property's "before" value in order to conclude its "after" value as of the appraisal date. The calculations involved are summarized on the following page, along with a breakdown of the total indicated damages.

<sup>\*</sup> Remainder land area not subject to any permanent acquisition involved in this case.



# <u>Summary of All Damages Indicated and the Final "After" Value Conclusion</u> <u>Pigs Eye Lake Park Site</u>

Land Value - Before the Acquisition	\$1,115,000
Less: Difference in Land Value*	(\$17,000)
Equals: Difference in Land Value Indicated*	\$1,098,000
Less: Value Impact Due to Additional Severance Damage Issues	None
Less: Total Value of Improvements Acquired and Not Replaced	None
Less: Total Costs to Cure Affected Site Improvements	None
Equals: Final Conclusion of Value - After the Acquisition	<u>\$1,098,000</u>

<sup>\*</sup> Before considering the impact on value due to any severance damage to the remainder parcel, as well as any minor improvements affected permanently and/or temporarily and any temporary construction easements involved in the acquisition.

## <u>Final Conclusion of Land Value - After the Acquisition</u> \$1,098,000

<sup>\*</sup> Considering all impacts on value due to the proposed acqusition.



## Indication of Total Value Difference

In conclusion, it is our opinion the "before" and "after" market values of the subject property "as is", in fee simple estate, as of the appraisal date of September 18, 2025, are as follows:

### Pigs Eye Lake Park Site

## Final Conclusion of Land Value - Before the Acquisition \$1.115.000

## Final Conclusion of Land Value - After the Acquisition\* \$1,098,000

Following standard procedures in an acquisition appraisal such as this one, compensation to a property owner is indicated by subtracting a property's "after" value from its "before" value. As can be seen in the calculations provided below, the difference between these two values is **\$17,000**.

### **Pigs Eye Lake Park Site**

## **Summary of "Before and After" Value Difference\***

Final Value - Before the Taking	\$1,115,000
Final Value - After the Permanent Taking*	\$1,098,000
Difference in Values Indicated*	\$17.000

<sup>\*</sup> Considering all impacts on value due to the proposed acqusition.

We note this value difference equals only 1.5% of the combined subjects' total "before" land value.

<sup>\*</sup> Considering all impacts on value due to the proposed acqusition.



## Qualifications of Rodger L. Skare, MAI

#### I. Career History

- A. President, RLS Valuation, Inc., 2006 Present.
- B. Director of Appraisal Services, TaTonka Real Estate Advisors, Inc. 2019 Present.
- C. Director, Valbridge | Mardell Partners, Inc., 2011 2018.
- D. Senior Vice President/Principal, Colliers Turley Martin Tucker (formerly Towle), 1991 2010. Recipient: Darrel Holt Award (2008); Dorsey Circle of Excellence/Masters Level (1994 2010).
- E. Senior Appraiser, Marquette Advisors (formerly Robert Boblett Associates, Inc.), 1984 1991.
- F. Architectural Designer and Developer's Assistant, Baton Corporation, 1983 1984.
- G. Architect's Assistant and Developer's Assistant, Zachman Homes, 1983.
- H. Architect's Assistant, Hammel Green & Abrahamson, 1982.

#### II. Professional Memberships

- A. Member, Appraisal Institute (MAI), Member No. 8910.
- B. 2005 President, Board of Directors, North Star Chapter of the Appraisal Institute.
- C. Certified General Real Property Appraiser, State of Minnesota, ID No. 4000725.
- D. Certified Real Estate Sales Agent, State of Minnesota, ID No. 0665500.
- E. Chairman, Board of Directors, Appraisal Data Network (ADN).
- F. Ex-Officio Chairman, Board of Directors, Tasks Unlimited, Inc.
- G. President, Tasks Unlimited Lodges, Inc.

#### III. Education

- A. University of Minnesota, Minneapolis, Minnesota, Bachelor of Arts Degree in Architecture, 1985.
- B. St. Olaf College, Northfield, Minnesota, Bachelor of Arts Degree, Cum Laude, Art and Art History (Architecture Concentration), 1982.
- C. Completion of all required Appraisal Institute courses for the MAI designation with certified continuing education completed through June 2027; and completion of all required coursework and continuing education required for the Minnesota Certified General Real Property Appraiser's and the Minnesota Real Estate Salesperson's licenses. Also completed the 2016 Uniform Appraisal Standards for Federal Land Acquisitions (UASFLA) Update Course.

## IV. Relevant Experience

- A. Mr. Skare has recently completed valuation and counseling assignments on virtually all types of real estate pertaining to property disposition, mortgage financing, real estate tax abatement, condemnation, lease and rental rate analysis, market analysis, estate valuation and site selection. He is also an experienced expert witness testifying in condemnation cases, tax court, civil disputes and planning commission hearings. He has been hired many times to appraise property for public and private entities in various disputes, and he has been selected many times to arbitrate in conflicting valuation matters. His clientele includes major banks, lending institutions, insurance companies, pension funds, developers, governmental agencies, major industries, real estate service companies, private investors, attorneys, mortgage bankers, and other parties involved in making significant real property decisions.
- B. Mr. Skare has also been involved in brokering dozens of property sales and lease transactions, usually teaming with one or more brokers in the Twin Cities area. A list of properties transacted can be made available upon request.
- C. A list of specific appraisal experience, valuation consultation work, and brokerage involvement can be made available upon request, as well as a list of references and clients recently served.



## STATE OF MINNESOTA



RODGER LAWRENCE SKARE 150 SOUTH FIFTH STREET, SUITE 1400 MINNEAPOLIS, MN 55402

## **Department of Commerce**

The Undersigned COMMISSIONER OF COMMERCE for the State of Minnesota hereby certifies that Rodger Lawrence Skare

#### 150 SOUTH FIFTH STREET, SUITE 1400 MINNEAPOLIS, MN 55402

has complied with the laws of the State of Minnesota and is hereby licensed to transact the business of

Resident Appraiser : Certified General

License Number: 4000725

unless this authority is suspended, revoked, or otherwise legally terminated. This license shall be in effect until August 31, 2026.

IN TESTIMONY WHEREOF, I have hereunto set my hand this July 08, 2024.

COMMISSIONER OF COMMERCE

Minnesota Department of Commerce

Grace ansla

Licensing Division 85 7th Place East, Suite 500 St. Paul, MN 55101-3165 Telephone: (651) 539-1599

Email: licensing.commerce@state.mn.us

Website: commerce.state.mn.us

#### Notes:

- Individual Licensees Only Continuing Education: 15 hours is required in the first renewal period, which includes a 7 hour USPAP course. 30 hours is required for each subsequent renewal period, which includes a 7 hour USPAP course.
- Appraisers: You must hold a licensed Residential, Certified Residential, or Certified General qualification in order to
  perform appraisals for federally-related transactions. Trainees do not qualify. For further details, please visit our website
  at commerce.state.mn.us.



## **Assumptions and Limiting Conditions**

This written appraisal report, and the analyses and procedures followed in this appraisal assignment, are subject to the following assumptions and limiting conditions—unless otherwise noted in this document.

- 1. The title to the subject property is assumed to be marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions unless otherwise noted.
- 2. The subject property is assumed to be under responsible and competent ownership and responsible and competent management and is analyzed considering it to be available for its highest and best use.
- 3. We assume there are no existing judgments or pending or threatened litigation that could affect the value of the subject property.
- 4. We assume there are no hidden or undisclosed conditions of the land or of the improvements that would render the subject property more or less valuable.
- 5. We assume the subject property is in compliance with all applicable building, environmental, zoning regulations and codes, as well as other Federal, State and local laws, regulations and codes, unless otherwise noted.
- 6. We assume that the revenue stamps placed on any deed referenced accurately indicate the sale price and are in correct relationship to the actual dollar amount of the transaction.
- 7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights if any. We have assumed the subject property is not affected by surface entry for the exploration or removal of any such materials, unless otherwise noted.
- 8. Unless specifically noted, no analysis of soils conditions or geotechnical conditions was made at the subject property. All value conclusions assume stable soils and any required soil corrections costs are to be made at the seller's expense.
- 9. We have assumed that the purchasing power of the U.S. dollar as of the valuation date is the basis for the value (or values) concluded herein.
- 10. Information, estimates, opinions and conclusions contained that were obtained from third-party sources are assumed to be reliable and accurate and have not been independently verified.
- 11. Unless otherwise noted, no studies have been provided to the appraiser and/or RLS Valuation | TaTonka Real Estate Advisors Partners indicating the presence or absence of recognized environmental conditions or hazardous materials on the subject property or in the improvements. Our valuation conclusion is predicated on our assumption that the subject property is free and clear of any significant environmental hazards or recognized environmental conditions including, but without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property and the appraiser signing this report shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions to exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.
- 12. No environmental impact studies were made available to the appraiser as part of this analysis. We reserve the right to revise or rescind any of the value conclusions and opinions based upon any subsequent environmental impact studies which are completed. If any environmental impact statements are required by law, this appraisal assumes that any such statement will be favorable and will be approved by the appropriate regulatory bodies.
- 13. The undersigned appraiser and RLS Valuation | TaTonka Real Estate Advisors are not building or environmental inspectors. Therefore, no guarantees are made that the subject property is free of defects or environmental conditions. Environmental issues may be present at and in the subject.
- 14. This appraisal report and its valuation conclusion(s) assume that satisfactory completion of any and/or all construction, remodeling, repairs or alterations have been or will be completed in a workman-like manner.



- 15. The presence of flood plain areas and/or wetlands may affect the market value of the property. While flood maps of the area may have been studied and comments made about the subject's location in or outside a flood hazard area, we are not qualified to detect such areas and/or define wetland boundaries, and therefore do not guarantee such determinations.
- 16. No responsibility is assumed for matters which are legal in nature. The furnished legal description, if any, is assumed to be correct. Also, any improvements constructed on the subject property are assumed, without survey, to be located within the legally described property and in compliance with all ordinances. Unless noted otherwise in the report, we assume that any use of the land and any improvements at the subject property are within the boundary lines of the legally described subject property and that there is no encroachment or trespass.
- 17. Unless otherwise noted, no consideration has been given to personal property contained on the premises of the subject property or to the cost of removing or relocating such personal property. Only the real property at the subject property has been considered in this appraisal.
- 18. We assume that no changes in Federal, State or local laws, regulations or codes including the Internal Revenue Code are anticipated that would measurably impact the value of real estate.
- 19. Due to the rounding process incorporated into the spreadsheet software, statistically insignificant variations in the resulting calculations may appear from time-to-time in this report. These variations have no impact on the final value (or values) concluded in this appraisal.
- 20. We have made no survey of the subject property or comparable data and assume no responsibility in connection with such matters. Any sketch, survey or boundary outline of the subject property or comparable data is for illustrative purposes only and should not be considered to be scaled accurately for dimensions. The appraisal covers the subject property as described and the areas and dimensions included are assumed to be correct. Also, unless otherwise noted, all maps, surveys and plats are oriented with north being located at the top of the graphic (i.e., oriented either portrait/vertical or landscape/horizontal).
- 21. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, surveys, geotechnical and geological considerations such as soil stability, engineering and structural matters for any improvements, and environmental conditions.
- 22. The appraisal analysis and this written appraisal report is prepared for the exclusive benefit and use of the client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party except named intended users. All parties who use or rely upon any information in this report without our prior written consent do so at their own risk.
- 23. Any forecasts, projections or operating expense estimates are based upon relevant market conditions, anticipated short-term supply and demand factors and an assumed stable economy. These forecasts, projections, forecasts or estimates are therefore subject to change in future conditions over time.
- 24. The conclusions of this appraisal report are based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained from public records, interviews, existing trends, buyer/seller decision criteria in the current marketplace and research conducted by third parties who are considered to be generally reliable. Therefore, the undersigned and RLS Valuation | TaTonka Real Estate Advisors are not responsible for these and any other future occurrences that could not have been reasonably foreseen on the effective date of this appraisal report. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these conclusions will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.
- 25. Information in the appraisal report relating to comparable market data and other information is more fully documented in the confidential file for this property in the office of the appraiser. Our studies and field notes will be secured in our files for future reference for periods of time required by regulatory bodies and appraisal organizations of which the undersigned are members.



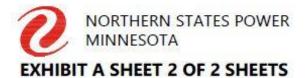
- 26. The appraiser signing this report shall not be required to prepare for or appear in Court or before any board or governmental body by reason of the completion of this appraisal assignment without satisfactory predetermined financial arrangements and time agreements.
- 27. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of any property to determine whether the physical aspects of the improvements at the property meet the ADA accessibility guidelines. In as much as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, we cannot comment on compliance to ADA. Since compliance can change with each owner's financial ability to cure non-accessibility, the value of the subject property does not consider possible non-compliance. A specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance with ADA. As a result, this appraisal analysis and the resulting value conclusion(s) assumes that no measurable impact on value results from any possible ADA issues that may exist.
- 28. The client and any intended users agree that by performing the services rendered in this assignment, the appraisal firm does not assume, bridge, abrogate or undertake to discharge any duty of the client to any other entity.
- 29. Any use of this appraisal analysis and written appraisal report by the client or intended users is conditioned upon payment of all fees in accordance with the agreed upon terms and conditions.
- 30. The appraiser and RLS Valuation | TaTonka Real Estate Advisors have prepared the appraisal analysis and report for the specific purpose and intended use(s) stated in the report. The use of the appraisal report by anyone other than the client or named intended users is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall solely be used for the client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to any disclosure of the appraisal report or to any part thereof including without limitation, conclusions of value and our identity to any third party.
- 31. In consideration for performing the services rendered at the fee arrangements agreed upon, the appraisal firm expressly limits its liability to the amount of the fee paid. The appraisal firm expressly disclaims liability as an insurer or guarantor. Any persons seeking greater protection from loss or damage than is provided for herein should obtain appropriate insurance. The client and all intended users shall indemnify and hold harmless the appraisal firm, the undersigned appraiser and employees of the appraisal firm against all claims by any third party or any judgment for loss or damage relating to the performance or nonperformance of any service by the appraisal firm.
- 32. It is expressly acknowledged that in any action which may be brought against the appraiser or the company with which the appraiser is affiliated, or its respective officers, owners, managers, directors, agents, subcontractors or other employees, arising out of, relating to, or in any way pertaining to this engagement, the appraisal reports, or any conclusions or information contained therein, the parties performing the appraisal services shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with gross negligence. It is further acknowledged that the collective liability of the appraiser parties in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with gross negligence. Finally, it is acknowledged by all parties that the fees charged in this agreement are in reliance upon the foregoing limitations of liability.
- 33. The distribution of the total valuation for the subject property between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety, and no part of the appraisal report shall be utilized separately or out of context.
- 34. Neither all nor any part of the contents of this appraisal report (especially any conclusions as to value, the identity of the appraiser, or any reference to the Appraisal Institute or RLS Valuation | TaTonka Real Estate Advisors with which the appraiser is affiliated) shall be disseminated through advertising media, public relations media, news media, or any other means of communication including without limitation prospectuses, private offering memoranda, and other offering material provided to prospective investors without the prior written consent of the appraiser signing the appraisal report.



- 35. The analyses and conclusions necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our conclusions and the variations may be material.
- 36. An appraisal is necessarily inherently subjective and represents our opinion as to the value of the property appraised as of a specific point in time. In the event of a dispute involving interpretation or application of the agreement or use of this appraisal report, the parties to the agreement, the client and all intended users agree that this agreement shall be governed under the laws of the State of Minnesota.
- 37. If the subject property is encumbered by one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, the real estate industry, or the appraised property at the time these leases expire or otherwise terminate.
- 38. All prospective value conclusions are estimates and forecasts which are futuristic in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraphs, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to, changes in the economy, changes in interest rates, changes in capitalization rates of investors, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions are stable for the foreseeable future as part of our valuation analysis.
- 39. Possession of this report, or a copy thereof, does not carry with it the right of publication (either in whole or in part), nor may this report be used for any purpose and by anyone other than the intended users without the express prior written consent of the appraiser and the client. Authorized copies of this report are signed in blue ink by the appraiser. Unsigned copies or copies not exhibiting a signature in blue ink or in digital form should be considered incomplete and unauthorized. All unauthorized and incomplete copies of this report should also be considered confidential and must be returned in their entirety to the appraiser.
- 40. The conclusions stated in this appraisal report apply only as of the effective date of the appraisal and only to the specific valuation date indicated. No representation is made as to the potential effect of subsequent events.
- 41. Extraordinary assumptions presume as fact, otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. If found to be false or not factual, such assumptions could alter the conclusion of value. In this appraisal, unless otherwise stated, no extraordinary assumptions are made.
- 42. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. In this appraisal, unless otherwise stated, no hypothetical conditions are assumed.



## Addenda – Legal Descriptions Before and After the Acquisition



CERTIFICATE OF SURVEY
GRANTOR: COUNTY OF RAMSEY

#### "PROPERTY"

North 1/2 of Southeast 1/4 of Section 10, Township 28, Range 22.

The Southeast quarter (SE1/4) of the Southeast quarter (SE1/4 of Section Ten (10), Township Twenty-Eight (28), Range Twenty-two (22).

#### "EASEMENT AREA"

An easement lying over, under and across that part of the hereinbefore described "PROPERTY," described as follows:

Commencing at the northeast corner of the Southeast Quarter of Section 10, Township 28 North, Range 22 West, Ramsey County, Minnesota; thence South 89 degrees 52 minutes 17 seconds West along the north line of said Southeast Quarter, a distance of 8.61 feet to the point of beginning; thence South 61 degrees 30 minutes 22 seconds West, a distance of 476.85 feet; thence South 60 degrees 57 minutes 35 seconds West, a distance of 670.51 feet; thence South 59 degrees 44 minutes 24 seconds West, a distance of 655.22 feet; thence South 60 degrees 29 minutes 14 seconds West, a distance of 878.64 feet to the south line of the North Half of said Southeast Quarter; thence South 89 degrees 53 minutes 03 seconds West along said south line, a distance of 262.34 feet to the west line of said North Half, thence North 00 degrees 16 minutes 43 seconds West along the west line of said North Half, a distance of 41.48 feet; thence North 60 degrees 27 minutes 39 seconds East, a distance of 2594.80 feet to said north line; thence North 89 degrees 52 minutes 17 seconds East along said north line, a distance of 349.52 feet to the point of beginning.

#### "SUMMARY OF AREAS"

Proposed easement:	10.01 acres, more or less
Proposed easement inside road right of way:	N/A
Proposed easement less road right of way:	10.01 acres, more or less

BEARINGS, DISTANCES AND ACREAGE ARE BASED ON RAMSEY COUNTY COORDINATE SYSTEM, NADB3 (2011) ADJUSTMENT, US SURVEY FT

LINE: 0892-0893 SEC. 10, T.28N, R.22W, 4TH PM. COUNTY: RAMSEY



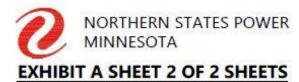
Toll Hon

(800) 270-9495

13341 Cynecs Drive, Suite 1 Baster, MN 56425

Westwood Professional Services, Inc.





CERTIFICATE OF SURVEY
GRANTOR: COUNTY OF RAMSEY

#### "PROPERTY"

The Southwest quarter of the Southeast quarter of Section 10, Township 28, Range 22.

### "EASEMENT AREA"

An easement lying over, under and across that part of the hereinbefore described "PROPERTY," described as follows:

Commencing at the southwest corner of the Southwest Quarter of the Southeast Quarter of Section 10, Township 28 North, Range 22 West, Ramsey County, Minnesota; thence North 00 degrees 16 minutes 43 seconds West along the west line of said Southwest Quarter of the Southeast Quarter, a distance of 1168.13 feet to the point of beginning; thence continuing North 00 degrees 16 minutes 43 seconds West along said west line, a distance of 147.57 feet to the north line of said Southwest Quarter of the Southeast Quarter; thence North 89 degrees 53 minutes 03 seconds East along said north line, a distance of 262.34 feet; thence South 60 degrees 29 minutes 14 seconds West, a distance of 300.63 feet to the point of beginning.

#### "SUMMARY OF AREAS"

Proposed easement:	0.44 acres, more or less
Proposed easement inside road right of way:	N/A
Proposed easement less road right of way:	0.44 acres, more or less

BEARINGS, DISTANCES AND ACREAGE ARE BASED ON RAMSEY COUNTY COORDINATE SYSTEM, NADB3 (2011) ADJUSTMENT, US SURVEY FT

LINE: 0892-0893 SEC. 10, T.28N, R.22W, 4TH PM. COUNTY: RAMSEY



Phone Id free (020) 253-9495 (000) 270-9495 13541 Cyrect Drive, Suite V Bauter, MN 56625

Nestwood Professional Services, Inc.



## Addenda – Regional Description and Analysis

### Introduction

The Twin Cities of Minneapolis and St. Paul are the geographic, economic and historic centers of an ever-expanding multi-county metropolitan area. Minneapolis and St. Paul are located along the Mississippi River, close to the confluence of the Minnesota River. Created by the retreat of the glaciers, the area is characterized by a gentle rolling topography dotted with numerous lakes. Because of an extensive expressway network and the lack of physical barriers, suburban communities have spread out in all directions from the Twin Cities.

Traditionally, St. Paul has been considered the government center, while Minneapolis is the financial center. However, the pattern of business development in the Twin Cities has evolved to the point where four major centers of economic activity have evolved as noted below.

- <u>Central Minneapolis</u> Centered in downtown Minneapolis, but also including the University of Minnesota-Minneapolis campus, this area has the largest concentration of employment in the Twin Cities. This area is the region's primary center of financial, legal, and corporate activity, and is close to the center of the Twin Cities metropolitan area. Major activity centers include Target Field, Target Center, Minneapolis Convention Center, several art museums, theaters, Orchestra Hall, and Northrop Auditorium.
- <u>Central St. Paul</u> Comprising downtown St. Paul and the State Capitol campus area, St. Paul experienced a resurgence of development in the late 1990s. Major employers in downtown St. Paul besides state, county and city government workers include Travelers, Lawson Software, Securian and Ecolab. Along with numerous museums, major activity centers include River Centre, Convention Center, and the Xcel Arena (home to the Minnesota Wild NHL franchise).
- <u>I-494 Corridor</u> An 11-mile corridor extending from Eagan on the east to Eden Prairie on the west, this district possesses several major activity nodes, including the Minneapolis-St. Paul International Airport, the 4.89 million square foot Mall of America, numerous corporate campuses, mid-rise office towers, 12,000+ hotel rooms, and two additional enclosed regional malls (Southdale and Eden Prairie Center). The I-494 corridor contains the largest concentration of commercial / industrial activity in the suburban metro area.
- <u>I-394 Corridor</u> From Highway 100 in St. Louis Park to Carlson Parkway, just west of I-494 in Minnetonka, this 6.5-mile freeway corridor is lined with a wide variety of commercial uses including major headquarter facilities for General Mills, Allianz North America, and Carlson Companies, as well as major office complexes, numerous retail centers (dominated by Ridgedale regional center along with the West End) and several hotels.

Although numerous other centers of economic activity are present throughout the metropolitan area, the above four areas comprise the dominant districts in the Twin Cities.

The Minneapolis-St. Paul International Airport, located just south of Minneapolis and St. Paul, serves as the major airport for this region. This airport served 37.2 million travelers in 2024 in nearly 324,000 aircraft movements, and in 2023 it served 34.8 million travelers. Its all-time record high of 39.6 million passengers served occurred in 2019. This airport is continually ranked as one of the best airports in the country and the world, and in 2025 it was ranked as the 18<sup>th</sup> busiest airport in the U.S. by total passengers served. It is currently undergoing a \$600 million upgrade, to be completed in 2028.



## **Population Trends**

Per the U.S. census definition, the Minneapolis-St. Paul standard metropolitan statistical area (SMSA) is comprised of 11 counties in east-central Minnesota and two counties in west-central Wisconsin. According to the 2010 U.S. census, the Twin Cities SMSA had a population of 3,279,833 in 2010 and 2,968,806 in 2000. The 2020 census figures show the Twin Cities SMSA population at 3,690,261.

While the U.S. census uses this 13-county definition for the Twin Cities SMSA, the standard regional definition for the Twin Cities metropolitan area typically includes the following seven core counties:

- Hennepin County
- Ramsey County
- **Dakota County**

- Anoka County
- Washington County
- **Carver County**

Scott County

These seven counties are all members of the Metropolitan Council, a regional government entity that controls municipal sewer and water line extensions and public transit. The federal 13-county SMSA definition adds the following counties:

Sherburne

Wright

Chisago

St. Croix (WI)

Pierce (WI)

Isanti

By 2025, the Twin Cities' seven-county metropolitan area has a population of 3.25 million. Back in 2010, it had 2.85 million people, and in 2000, its population was 2.64 million. Since 1990, when it had 2.29 million people, the population growth in the Twin Cities metro area up to 2025 has been 1.20% per year (straight-line). Its major cities of Minneapolis and St. Paul are located in the core counties of Hennepin and Ramsey, respectively. After declining in population during the 1970s, both these counties have continued to grow over the last five decades. According to 2025 estimates, Hennepin County has a population of 1,298.422, while Ramsey County has reached 561,839. A breakdown of this metro area's past, current, and projected population figures and trends are summarized below.

### **POPULATION TRENDS** MINNEAPOLIS-ST. PAUL SEVEN-COUNTY METROPOLITAN AREA CENSUS 2000 to ESTIMATED 2025 and PROJECTED 2030

	Census	Census	Census	Estimated	Projected		% <b>C</b> h	ange			f Metro lation
Area	2000	2010	2020	2025	2030	2000-2025	2010-2025	2020-2025	2025-2030	2025	2000
Minneapolis	382,618	382,578	429,954	435,667	441,321	13.9%	13.9%	1.3%	1.3%	13.4%	14.5%
Suburb. Henn. Co.	733,582	769,847	851,611	862,755	871,462	17.6%	12.1%	1.3%	1.0%	26.5%	27.8%
Total Hennepin Co.	1,116,200	1,152,425	1,281,565	1,298,422	1,312,783	16.3%	12.7%	1.3%	1.1%	39.9%	42.2%
St. Paul	287,151	285,068	311,527	315,526	319,947	9.9%	10.7%	1.3%	1.4%	9.7%	10.9%
Suburb. Ramsey Co	223,884	223,572	240,825	246,313	249,514	10.0%	10.2%	2.3%	1.3%	7.6%	8.5%
Total Ramsey Co.	511,035	508,640	552,352	561,839	569,461	9.9%	10.5%	1.7%	1.4%	17.3%	19.3%
Anoka Co.	298,084	330,844	363,887	376,937	386,405	26.5%	13.9%	3.6%	2.5%	11.6%	11.3%
Carver Co.	70,205	91,042	106,922	114,918	120,966	63.7%	26.2%	7.5%	5.3%	3.5%	2.7%
Dakota Co.	355,904	398,552	439,882	456,240	468,184	28.2%	14.5%	3.7%	2.6%	14.0%	13.5%
Scott Co.	89,498	129,928	150,928	160,005	166,673	78.8%	23.1%	6.0%	4.2%	4.9%	3.4%
Washington Co.	201,130	238,136	267,568	284,938	298,281	41.7%	19.7%	6.5%	4.7%	8.8%	7.6%
Total 7-Co. Metro	2,642,056	2,849,567	3,163,104	3,253,299	3,322,753	23.1%	14.2%	2.9%	2.1%	100.0%	100.0%

Sources: U.S. Census - 2000, 2010 and 2020

Source: ERSI (ArcGIS) - 2025 Estimate, 2030 Projection (Published in 2025)

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The chart on the previous page also shows the other five main counties in this metro area have experienced growth at a considerably faster rate. This growth is due to an excellent freeway system and an extensive amount of vacant land for new development. Scott County has experienced the most rapid rate of population growth over the last 25 years, increasing 78.8% from 89,498 in 2000 to 160,005 in 2025, and it is followed by Carver County at 63.7% and Washington County at 41.7%.

According to the 2000 U.S. census, Minneapolis had a 2000 population of 382,618, representing its first population increase in 50 years after reaching a peak population of 521,718 in 1950. Minneapolis experienced significant population loss during the 1950s, 1960s and 1970s, as the size of households declined, and people moved to the suburbs. Population levels within the city of Minneapolis still declined after 1980, but at a significantly slower rate. While Minneapolis' population declined 1.6% per year in the 1970s, the annual rate of decline during the 1980s was only 0.1%, indicating a degree of stability. The stabilization of the population is attributed to decreasing declines in household size plus significant construction of multifamily housing units.

The 2025 estimated population figure for Minneapolis is 435,667, which is a 13.9% increase over the 2010 figure and a 13.9% increase over the 2000 figure as well. For the future, continued growth is indicated for the metro area, but at a slower rate. The projection for a population of 3,322,753 for the seven-county area by 2030 represents a potential 2.1% increase over the 2025 area estimate.

Presented in the chart below are the historical number of household figures for these same seven counties over the last 25 years, as well as the total for all seven counties and the individual household figures for Minneapolis and St. Paul proper. The current estimated household figures for these same geographic areas and their projected 2030 household figures are also included in this chart. A similar chart showing the number of people per household for these same years and geographic areas is provided on the following page.

NO. OF HOUSEHOLDS TRENDS
MINNEAPOLIS-ST. PAUL METROPOLITAN AREA
CENSUS 2000 to ESTIMATED 2025 and PROJECTED 2030

									Sh	are of Met	ro
	Census	Census	Census	Estimated	Projected		% Ch	ange		Popu	lation
Area	2000	2010	2020	2025	2030	2000-2025	2010-2025	2020-2025	2025-2030	2025	2000
Minneapolis	162,350	163,540	187,670	194,679	199,716	19.9%	19.0%	3.7%	2.6%	15.1%	15.9%
Suburban Hennepin Co.	293,779	312,373	340,877	349,552	356,168	19.0%	11.9%	2.5%	1.9%	27.1%	28.8%
Total Hennepin Co.	456,129	475,913	528,547	544,231	555,884	19.3%	14.4%	3.0%	2.1%	42.2%	44.7%
St. Paul	112,109	111,001	120,572	121,753	123,483	8.6%	9.7%	1.0%	1.4%	9.4%	11.0%
Suburban Ramsey Co.	89,127	91,690	98,402	98,004	97,843	10.0%	6.9%	-0.4%	-0.2%	7.6%	8.7%
Total Ramsey Co.	201,236	202,691	218,974	219,757	221,326	9.2%	8.4%	0.4%	0.7%	17.1%	19.7%
Anoka County	106,428	121,227	133,879	140,873	145,771	32.4%	16.2%	5.2%	3.5%	10.9%	10.4%
Carver County	24,356	32,891	38,863	42,361	44,980	73.9%	28.8%	9.0%	6.2%	3.3%	2.4%
Dakota County	131,151	152,060	168,008	176,680	182,870	34.7%	16.2%	5.2%	3.5%	13.7%	12.8%
Scott County	30,692	45,108	52,645	56,818	59,845	85.1%	26.0%	7.9%	5.3%	4.4%	3.0%
Washington County	71,462	87,859	99,507	108,086	114,469	51.2%	23.0%	8.6%	5.9%	8.4%	7.0%
Total 7-Co. Metro Area	1,021,454	1,117,749	1,240,423	1,288,806	1,325,145	26.2%	15.3%	3.9%	2.8%	100.0%	100.0%

Sources: U.S. Census - 2000, 2010 and 2020

Source: ERSI (ArcGIS) - 2025 Estimate, 2030 Projection (Published in 2025)



# NO. OF PEOPLE PER HOUSEHOLD TRENDS MINNEAPOLIS-ST. PAUL METROPOLITAN AREA CENSUS 2000 to ESTIMATED 2025 and PROJECTED 2030

	Census	Census	Census	Estimated	Projected		% <b>C</b> h	ange	
Area	2000	2010	2020	2025	2030	2000-2025	2010-2025	2020-2025	2025-2030
Minneapolis	2.36	2.34	2.29	2.24	2.21	-5.0%	-4.3%	-2.3%	-1.3%
Suburban Hennepin Co.	2.50	2.46	2.50	2.47	2.45	-1.2%	0.1%	-1.2%	-0.9%
Total Hennepin Co.	2.45	2.42	2.42	2.39	2.36	-2.5%	-1.5%	-1.6%	-1.0%
St. Paul	2.56	2.57	2.58	2.59	2.59	1.2%	0.9%	0.3%	0.0%
Suburban Ramsey Co.	2.51	2.44	2.45	2.51	2.55	0.1%	3.1%	2.7%	1.5%
Total Ramsey Co.	2.54	2.51	2.52	2.56	2.57	0.7%	1.9%	1.4%	0.6%
Anoka County	2.80	2.73	2.72	2.68	2.65	-4.5%	-2.0%	-1.6%	-0.9%
Carver County	2.88	2.77	2.75	2.71	2.69	-5.9%	-2.0%	-1.4%	-0.9%
Dakota County	2.71	2.62	2.62	2.58	2.56	-4.8%	-1.5%	-1.4%	-0.9%
Scott County	2.92	2.88	2.87	2.82	2.79	-3.4%	-2.2%	-1.8%	-1.1%
Washington County	2.81	2.71	2.69	2.64	2.61	-6.3%	-2.7%	-2.0%	-1.2%
Total 7-Co. Metro Area	2.59	2.55	2.55	2.52	2.51	-2.4%	-1.0%	-1.0%	-0.7%

Sources: U.S. Census - 2000, 2010 and 2020

Source: ERSI (ArcGIS) - 2025 Estimate, 2030 Projection (Published in 2025)

### Median Household Income Statistics

According to ESRI Research Company, the median household income for the seven counties making up the core Twin Cities metro area in 2025 is \$105,502, which is 21.3% higher than the national median household income of \$81,624 and 19.5% over the State of Minnesota's median household income of \$88,297. A comparison of median household incomes for these seven individual counties, the average for these counties, the State of Minnesota, and the United States is presented in the table below.

#### **MEDIAN HOUSEHOLD INCOME**

Area	Estimated 2025	Projected 2030	Annual % Change 2025-2030
United States	\$81,624	\$92,476	2.7%
Minnesota	\$88,297	\$98,505	2.3%
Avg. 7-Co.Twin Cities Metro	\$105,502	\$116,917	2.2%
Anoka County	\$96,244	\$106,095	2.0%
Carver County	\$134,187	\$152,751	2.8%
Dakota County	\$103,582	\$113,378	1.9%
Hennepin County	\$98,606	\$110,030	2.3%
Ramsey County	\$81,734	\$89,782	2.0%
Scott County	\$109,000	\$119,718	2.0%
Washington County	\$115,164	\$126,668	2.0%

### Median Home Value Statistics

A comparison of median home values for the seven individual counties and the average for these seven counties comprising the central metro area is presented in the table on the following page.



#### **MEDIAN HOME VALUE**

Area	Estimated 2025	Projected 2030	Annual % Change 2025-2030
United States	\$370,578	\$440,921	3.8%
Minnesota	\$370,277	\$428,031	3.1%
Avg. 7-Co.Twin Cities Metro	\$431,088	\$482,221	2.4%
Anoka County	\$378,920	\$417,701	2.0%
Carver County	\$488,371	\$549,231	2.5%
Dakota County	\$429,506	\$473,597	2.1%
Hennepin County	\$438,557	\$496,776	2.7%
Ramsey County	\$363,211	\$412,103	2.7%
Scott County	\$446,003	\$496,168	2.2%
Washington County	\$473,050	\$529,968	2.4%

According to ESRI Research Company, the average median home value in the seven-county Twin Cities core metropolitan area in 2025 is \$431,088, which is 16.3% higher than the national median home value of \$370,578 and 16.4% over the State of Minnesota's median household income of \$370,277.

#### **Employment and Economic Overview**

Evolving from an agricultural and lumber based regional economy in the early 20th century, the Minneapolis-St. Paul metropolitan statistical area now has a highly diversified economy that makes the area the largest economic center between Chicago and the West Coast and north of Dallas. The Twin Cities is a major national and regional leader in a number of business activities including medical technology, retailing, banking, avionics, general manufacturing, insurance, wholesaling, agricultural processing and computers. The state is currently headquarters for 17 Fortune 500 publicly owned companies, of which 16 are located in the Twin Cities metropolitan area. It is also currently the home of many businesses listed in Forbes Largest Private Companies. The table below lists these 17 Fortune 500 companies located in Minnesota, ranked by gross revenue, and the chart on the following page shows the top 26 private businesses headquartered in the state—most are in the Twin Cities area.

TOP FORTUNE 500 CORPORATIONS BASED IN MINNESOTA - 2025 vs. 2024

		Nationa	l Ranking	Headquarters	
No.	Company	2025	2024	Location	Industry
1	United-Health Group	3	4	Minnetonka	Healthcare
2	Target Corporation	41	37	Minneapolis	Retailing
3	U.S. Bancorp	105	107	Minneapolis	Banking
4	Best Buy	108	100	Richfield	Retailing
5	Cenex Harvest States Coop (CHS)	115	97	Inver Grove Heights	Agribusiness
6	Minnesota Mining & Mfg. (3M)	174	134	Maplewood	Manufacturing
7	General Mills, Inc.	216	203	Golden Valley	Food products
8	Ameriprise Financial, Inc.	230	203	Minneapolis	Financial products
9	C.H. Robinson Worldwide	233	233	Eden Prairie	Transportation
10	Land 'O Lakes	262	245	Arden Hills	Food products
11	Ecolab, Inc.	274	245	St. Paul	Hygiene products
12	Xcel Energy	319	302	Minneapolis	Electrical utility
13	Hormel Foods	352	343	Austin	Food products
14	Thrivent Financial for Lutherans	388	405	Minneapolis	Insurance
15	Solventum (Fmr. 3M Health Products)	462	Not Ranked	Eagan	Healthcare products
16	Securian Financial Group	464	462	St. Paul	Insurance
17	Fastenal Inc.	492	488	Medina	Transportation equipment

Source: Fortune 500 Magazine, May 2025 and May 2024

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#### **MINNESOTA'S LARGEST PRIVATE COMPANIES - 2025**

Rank	Corporation	Industry	Revenue (in Billions)
1	Cargill	Food, drink, tobacco	\$160.0
2	Prime Therapeutics	Pharmacy benefit manager	\$39.5
3	CHS, Inc.	Energy, agricultural business	\$39.3
4	Land O'Lakes, Inc.	Food & ag cooperative	\$16.2
5	Thrivent	Diversified financial services	\$12.0
6	Securian Financial	Diversified financial services	\$8.2
7	AgriBank	Agricultural-related financing	\$7.8
8	M.A. Mortenson	Heavy construction	\$6.7
9	Andersen Corp.	Window & door manufacturing	\$3.6
10	Digi-Key Electronics	Electronic components & tech solutions	\$3.5
11	Ryan Cos. US Inc.	Real estate development & construction	\$3.4
12	Federated Insurance	Insurance products	\$3.3
13	Rosen's Diversified	Agricultural-related supplier	\$3.2
14	Johnson Bros. Liquor	Liquor distributor	\$3.2
15	Dura Supreme Cabinetry	Cabinet Maker	\$2.7
16	Taylor Corp.	Graphic communications & labelling	\$2.3
17	American Crystal Sugar	Ag cooperative processing sugar	\$2.2
18	Ames Construction Inc.	General contractor in civil & mining	\$2.0
19	Marvin	Manuracturer of windows, doors & skylights	\$1.8
20	Rise Baking Co.	Maker & distributor of baked goods	\$1.8
21	Associated Milk Prod.	Dairy farmer cooperative	\$1.6
22	Actus Nutrition	Nutrition food products	\$1.5
23	Dooley's Petroleum Inc.	Petroleum shipper, wholesaler & retailer	\$1.5
24	Anderson Trucking	Multi-modal transport	\$1.4
25	Coburn's Inc.	Grocery retailer	\$1.4
26	Adolfson & Peterson Con.	General construction & const. mgmt.	\$1.3
	Source: Minneapolis /	St. Paul Business Journal - September 2025	

The list below shows the top 25 companies in Minnesota ranked by number of employees. Again, most of these businesses are located in the Twin Cities metropolitan area or have the greatest share of their workforce in this region of Minnesota.

**TOP 25 LARGEST EMPLOYERS IN MINNESOTA - 2025** 

Employer / Location of HQ	Employees	Employer / Location of HQ	Employees
Mayo Clinic, Rochester, MN	51,000	CentraCare Health, St. Cloud, MN	11,363
State of Minnesota, St. Paul, MN	37,100	U. S. Postal Service, Minneapolis, MN	11,217
Fairview Health Services, Minneapolis, MN	36,865	Wells Fargo Minnesota, Minneapolis, MN	11,000
Target Corporation	35,000	3M Company, Maplewood, MN	9,295
Allina Health System, Minneapolis, MN	29,163	Hennepin County, Minneapolis, MN	8,848
University of Minnesota, Minneapolis, MN	27,875	Hormel Foods Corp.	8,190
HealthPartners, Bloomington, MN	26,400	Hennepin Healthcare, Minneapolis, MN	7,482
Walmart, Inc., Bentonville, AR	24,400	North Memorial Credit Union	6,634
U.S. Federal Government, St. Paul, MN	20,800	Andersen Corp., Bayport, MN	6,500
UnitedHealth Group, Minnetonka, MN	19,000	Coborn's Inc., St. Cloud, MN	6,500
Minnesota State University, St. Paul, MN	14,600	Children's Hospital Minnesota, Minneapolis	5,976
U.S. Bancorp, Minneapolis, MN	13,000	Presbyterian Homes, Roseville, MN	5,913
Essentia Health, Duluth, MN	12,065		· · · · · · · · · · · · · · · · · · ·

Source: Minneapolis / St. Paul Business Journal - July 2025



# **Employment by Industry**

Employment by industry for the Twin Cities regional area at the end of 2023 is shown below.

#### **EMPLOYMENT BY INDUSTRY - TWIN CITIES SMSA**

Industry	2023 Estimate	Percent of Employment
Agriculture/Forestry/Fishing/Hunting	15,350	0.7%
Mining/Quarrying/Oil & Gas Extraction	2,010	0.1%
Construction	125,462	6.1%
Manufacturing	276,329	13.3%
Wholesale trade	45,250	2.2%
Retail trade	217,913	10.5%
Transportation/Warehousing	95,366	4.6%
Utilities	13,613	0.7%
Information	27,491	1.3%
Finance/Insurance	137,876	6.7%
Real Estate Services/Rental/Leasing	35,549	1.7%
Professional/Scientific/Tech Services	194,345	9.4%
Management of Companies/Enterprises	5,197	0.3%
Admin/Support/Wast Management Services	73,775	3.6%
Educational Services	173,057	8.3%
Health Care/Social Assistance	309,998	15.0%
Arts/Entertainment/Recreation	41,769	2.0%
Accomodation/Food Services	109,030	5.3%
Other Services (Excl. Public Services)	95,012	4.6%
Public Administration	78,613	3.8%
Total	2,073,005	100.0%
Source: ERSI (ArcGIS)		

# **Unemployment Data**

As can be seen in the chart on the following page, the seasonally unadjusted unemployment rate halfway through 2025 is 3.4% in the Twin Cities metropolitan area, compared to 3.5% for the State of Minnesota and 4.3% nationally. All three of these figures are down from four to five years earlier, when the COVID-19 crisis was at or near its peak. This chart shows the current and historical unemployment rates for the region, state, and national levels. Note that before, during and after the COVID-19 crisis, the unemployment rate in the Twin Cities was, and still is, consistently below state and national levels.

We note that at its peak approximately five years earlier, the unemployment rate for the Twin Cities metropolitan statistical area (SMSA) spiked to a high of 10.1% in May 2020, because of the unprecedented job losses stemming from the COVID-19 pandemic, but by year-end it was back down to 4.6%. The U.S. rate spiked to 14.7% at the same time, and it then went back down to 8.1%. The unemployment rate declined during the second half of 2020 into 2021, as restrictions loosened, a vaccine was found, and many businesses reopened.



Following that period, unemployment rates continued to decline into 2022 to one of the lowest levels in history, despite increasing inflationary times, and it has leveled out in the past few years and is now more consistent with the rest of the state and the nation.

These trends can be seen in the Bureau of Labor Statistics chart below. Note how Minnesota and the Twin Cities metropolitan area have followed a similar trajectory as that of the United States.

**REGIONAL, STATE & NATIONAL UNEMPLOYMENT RATES** 

Year	Mpls./St. Paul SMSA	Minnesota	United States
2002	4.4%	4.5%	5.8%
2003	4.7%	4.8%	6.0%
2004	4.5%	4.6%	5.6%
2005	3.8%	4.0%	5.1%
2006	3.5%	3.6%	4.3%
2007	4.3%	4.6%	4.6%
2008	5.2%	5.4%	5.8%
2009	7.8%	8.0%	9.3%
2010	6.6%	6.8%	9.1%
2011	5.5%	5.7%	8.3%
2012	5.1%	5.4%	7.6%
2013	4.3%	4.7%	6.5%
2014	3.3%	3.7%	5.4%
2015	3.1%	3.6%	4.8%
2016	3.6%	4.0%	4.5%
2017	3.2%	3.5%	4.4%
2018	3.1%	3.0%	3.9%
2019	3.1%	3.3%	3.7%
2020	4.6%	6.3%	8.1%
2021	2.4%	3.8%	5.3%
2022	2.5%	2.8%	3.5%
2023	2.5%	2.9%	3.7%
2024	2.5%	3.3%	4.1%
Mid-Year 2025	3.4%	3.5%	4.3%

Source: Minnesota Department of Ecomonic Security
Average Year-End Annual Seasonally-Unadjusted Rates

# Summary and Conclusions – Twin Cities Metropolitan Area

Although the Twin Cities has a reputation for high taxes, many surveys over the last several years have consistently ranked the area as one of the best for business and quality of life. Among the factors that people find appealing for living in the Twin Cities metropolitan area and doing business in this region are the points made on the following page. It includes a diverse and highly educated workforce, thriving business community and a network of some of the world's most well-known companies helps to provide a robust ecosystem.

These factors are also detailed on the Twin Cities Metropolitan Council website.



# Twin Cities Metro Area Quality Highlights

- 1. High quality of life; among major metro areas the Twin Cities ranks as follows:
  - 6th in median household income
  - 5th in home ownership
  - 5th most stable metropolitan economy in the U.S. and home to 15 Fortune 500 companies
  - Boasts the top ranking for health tech cluster in the world
  - 24th in poverty.
- 2. A skilled workforce; the Twin Cities has high rankings among metro areas for the following.
  - 1st in the nation in percentage of population with a high school degree
  - 1st in the nation in percentage of population with an associate degree
  - 4th in the nation in percentage of population with a bachelor's degree
  - Tied for 5th in the nation in percentage of population with a bachelor's degree or more
  - Home to 19 of the top 500 higher education facilities in the U.S.
- 3. Housing affordability; among the 26 largest metropolitan areas, the Twin Cities has consistently ranked at or near the top, in housing affordability. This measures the proportion of homes sold in an area that would be affordable to a family at the area's median income level.
- 4. The metro area is the economic focal point of the upper Midwest, which includes:
  - Minnesota
- Western Wisconsin
- North Dakota

- Northern Iowa
- South Dakota

- Eastern Montana
- 5. The Twin Cities metro area has excellent linkages within the upper Midwest and to the remainder of the nation via the Minneapolis-St. Paul International Airport, which provides direct air service to over 165 cities in the United States, plus Minneapolis-St. Paul is a hub city for Delta Airlines, an excellent highway system, and many trucking and rail lines; barge traffic originates in Minneapolis-St. Paul and traverses the Mississippi River.
- 6. Affordable office and industrial spaces allow companies to expand as businesses grow.
- 7. The typical cyclical swings in the Twin Cities regional economy are not as great as most of the rest of the country—both upward and downward—when it comes to recovery/expansion and recessive periods. As a result, real estate values in general tend to hold up well in this economy compared to the rest of country.
- 8. By 2021, the Twin Cities market recovered all the job losses that took place in 2020 due to Covid-19, but the retail and office markets suffered significantly. The local economy became robust again in 2021, but in March 2022, inflation started running rampant and quickly rose to an annual rate of around 9.0%. The Federal Reserve then reacted by raising the Federal funds rate 11 times in 16 months; a total of 525 basis points, and home mortgage and commercial real estate lending rates increased roughly the same amount, which impacted the economy at that time. However, a low unemployment rate buoyed the economy, which was good for the apartment and industrial markets, and inflation was back under control. Since 2023, retail has rebounded despite strong internet sales, but the office market is still down as a hybrid of working remotely and in the office during the week is the new norm. The apartment and industrial markets are still strong, and only recently are loan interest rates coming back down.
- 9. The Twin Cities' good local economy and great quality of life attract talent from around the globe. Its consistently low unemployment rate, advanced education systems, and strong cultural innovations also help to create a place where people want to live, work and play.



# Addenda – St. Paul City Description and Analysis

#### Introduction

St. Paul is the capital of Minnesota, and together with Minneapolis, forms the urban core of the 15th most populous metropolitan area in the nation. The city's topography is characterized by bluffs, valleys and highlands. St. Paul is situated on both banks of the Mississippi River which carved a wide valley as it flowed to its confluence with the Minnesota River in the southwest corner of St. Paul. In addition to the Mississippi River, two sizable lakes located within the city limits, Lake Como and Lake Phalen, add to the recreational amenities of the city.

Founded in the mid-1800s, the city boomed as a financial and government center. During the second half of the 20<sup>th</sup> century, Minneapolis evolved into the region's financial center, while St. Paul remained the center of state government as well as a major manufacturing, distribution and insurance center. These two identities still apply today.

St. Paul is also a major education center, being home to numerous colleges and universities such as University of St. Thomas, Macalester College, Hamline University, the Mitchell Hamline College of Law, Concordia College, as well as the St. Paul campus of the University of Minnesota.

# Linkages

St. Paul is well connected to the remainder of the Minneapolis-St. Paul metro area and the country via the following transportation links.

- Interstate 94 travels east-west through St. Paul and Interstate 35E runs north-south through the city. Both of these freeways provide access to downtown St. Paul.
- Other major highways serving St. Paul include US Highway 52 and US Highway 10/State
  Highway 61, which run north-south on the eastern side of the city, and State Highway 280,
  which runs north-south on its western side. (A portion of Interstate 35W which extends into
  State Highway 36 runs east-west about a mile north of the city's northern border.)
- The Minneapolis-St. Paul International Airport is about a 15-minute drive from downtown St. Paul. This airport continues to rank within the top 20 largest airports in the U.S. by flights.
- Three major rail lines and one local line provide freight rail service.
- Amtrak provides railway passenger service.
- Nine barge lines operate on the Mississippi and St. Croix Rivers.
- Numerous Interstate Commerce Commission authorized general carriers provide trucking service from the St. Paul area to all parts of the United States.

# **Demographics**

St. Paul is the second largest city in Minnesota, after Minneapolis. The city experienced significant population decline during the 1970s (from 309,866 in 1970 to 270,230 in 1980) as the metropolitan area freeway network encouraged suburban development and household size declined. However, since 1980, the city has increased in population, reaching 285,068 in 2010 and 311,527 in 2020,



As can be seen in the demographic information provided a bit later in this section of the report, the population of St. Paul has continued to increase slightly over the past 15 years or so. Its current population is estimated by ESRI Research Company to be 312,729, and it is forecasted to reach 318,421 people in 2029. This slowly steady increasing rate is typical for the central cities of Minneapolis and St. Paul, as well as many of the established first-ring suburbs of the Twin Cities metropolitan area.

As can also be seen in this chart, the number of households in St. Paul also increased during the 1990s and 2000s up to 2010 and it has continued to increase over the past 15 years or so—faster than its population increases, and it is forecasted to continue to increase over the next five years. This occurrence mirrors the nationwide trend of fewer people forming a household. Contributing demographic factors include an increase in older couples with children no longer at home ("empty nesters"), delayed marriages, and increasing divorce rate, and increasing affluence that permits people to live alone.

Population and household growth in St. Paul can be compared to Minneapolis, Ramsey County and the entire metro area in the preceding section of this report, and comparisons with neighboring cities are retained in our files.

#### Household Income, Median Home Values and Retail Sales

Compared to the remainder of Minnesota and the nation, St. Paul is lower middle-class to middle-class community. Data compiled by ESRI Research Company estimates 2024 median household income in this city at just over \$70,000. It is forecasted to be over \$80,500 by 2029. The current income distribution in St. Paul is concentrated between \$70,000 and \$100,000, with small percentages of the population earning more or less. A distribution of income by households is retained in our files. Household and per capita income comparisons with neighboring communities, Ramsey County proper, and the Twin Cities metro area, are also retained in the appraiser's files.

St. Paul's current median home value is estimated by ESRI to be nearly \$348,000. By 2029, it is forecasted to be nearly \$401,500. These figures are favorable compared to the medians of the entire state and the nation.

Examining retail sales shows that the retail/service sector of St. Paul's economy is in line with the seven-county metro area. The retail industry is well established in this older city, with most of the land within the primary retail locations developed. Retail sales growth for St. Paul and other areas as of 2020 (the latest available) are shown below.

**RETAIL SALES** 

	2000	2010	2020	% Change 2000-2020
St. Paul	\$3,460,122,677	\$1,620,671,223	\$2,605,194,582	-24.7%
Minneapolis	\$4,999,067,315	\$4,113,387,838	\$4,518,394,137	-9.6%
Hennepin County	\$16,003,847,907	\$19,409,159,292	\$24,969,872,273	56.0%
Ramsey County	\$6,711,351,883	\$4,198,739,796	\$7,609,486,109	13.4%
7-County Metro Area	\$33,934,519,951	\$32,043,369,388	\$49,244,586,952	45.1%
Minnesota	\$61,148,997,999	\$62,662,689,494	\$82,702,480,932	35.2%
	Source:	: STDBOnline.com		



Since 2020, retail sales in St. Paul and Minneapolis have decreased. This trend is to be expected given the slowing inner-city economy due to the trend of more people working remotely, as well as the recession that faced the nation during the Covid-19 pandemic and its aftermath.

# Number of Households, Housing Unit Types, Median Home Values and Median Age

Presented on the following page is ESRI Research Company 2024 data (the latest available) on the current demographic information for the city, including population, number of households, housing unit types, median household income, median home value, per capita income, median age, households by income, owner occupied housing units, and population by educational attainment, marital status, labor force, industry and occupation. Forecasts extending out to 2029 for all this demographic information is also provided in these charts.

# **Economic Summary**

National quality of life rankings consistently place the Minneapolis-St. Paul metropolitan statistical area (MSA) as one of the best large metro areas in which to live. The livability of both St. Paul and Minneapolis add considerably to the stature of the Twin Cities, providing the area with a major advantage over other Midwest central cities.

However, St. Paul faces many of the same problems other cities have, such as:

- No expansion potential because incorporated cities border St. Paul
- Mature status of city with little or no land available for new development except with redevelopment assistance
- Older housing stock
- Limited population growth
- Less affluent population than suburban communities

In the early 1990s the city suffered the loss of West Publishing (now Thomson Reuters) and some of the downtown hotels closed. Its department stores have also closed. We also note that some grocery stores downtown have closed, and it was recently announced that Lunds-Byerly's, downtown St. Paul's last grocery store, is closing this store in 2025.

Despite these issues, St. Paul has succeeded in transforming its identity significantly during the past two to three decades. The city has experienced some revitalization with the following attributes:

- Some revitalization downtown with expanded employment base, increasing array of cultural attractions and an expanding residential base.
- A sizable, increasing employment base.
- Retention as a major economic center.
- Well maintained public infrastructure.
- The prestige and stability of being the State Capital.
- Attractive neighborhoods with high quality housing stock.

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In addition, we note the city of St. Paul is actively engaged in expanding and accelerating economic development within the municipality. Through the St. Paul Housing & Redevelopment Authority (HRA) and the St. Paul Port Authority, the city has consistently assisted developers of residential and commercial projects with land acquisition, demolition of old buildings, provision of public improvements, environmental clean-up, soil corrections, and financing.

#### Conclusion

With the City's economy stabilized and expanding and the image and spirit of the city rejuvenated, we opine St. Paul will continue to improve as a desirable location to live, work and visit during the next decade.

Again, we note that presented on the following page is ESRI Research Company 2024 data (the latest available) on the current demographic information for the city, including population, number of households, housing unit types, median household income, median home value, per capita income, median age, households by income, owner occupied housing units, and population by educational attainment, marital status, labor force, industry and occupation. Forecasts extending out to 2029 for all this demographic information is also provided in these charts

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Market Profile - City of St. Paul, Minnesota	ESTI THE SCIENCE OF WHERE
Population Summary	
2010 Total Population	285,06
2020 Total Population	311,52
2024 Total Population	312,72
2029 Total Population	318,42
2024-2029 Annual Rate	0.36
2024 Total Daytime Population	336,32
Workers	188,23
Residents	148,09
Household Summary	
2010 Households	111,00
2010 Average Household Size	2.4
2020 Total Households	120,57
2020 Average Household Size	2.4
2024 Households	121,14
2024 Average Household Size	2.5
2029 Households	122,28
2029 Average Household Size	2.5
2024-2029 Annual Rate	0.19
Housing Unit Summary	
2000 Housing Units	115,69
Owner Occupied Housing Units	53.1
Renter Occupied Housing Units	43.8
Vacant Housing Units	3.1
2010 Housing Units	120,79
Owner Occupied Housing Units	47.2
Renter Occupied Housing Units	44.7
Vacant Housing Units	8.1
2020 Housing Units	127,39
Owner Occupied Housing Units	45.7
Renter Occupied Housing Units	49.0
Vacant Housing Units	5.4
=	
2024 Housing Units	129,29
Owner Occupied Housing Units	44.1
Renter Occupied Housing Units	49.6
Vacant Housing Units	6.3
2029 Housing Units	131,16
Owner Occupied Housing Units	44.6
Renter Occupied Housing Units	48.7
Vacant Housing Units	6.8
Median Household Income	
2024	\$70,21
2029	\$80,51
Median Home Value	
2024	\$347,89
2029	\$401,47

Data Note: Household population includes persons not residing in group quarters. A verage Household Size is the household population divided by total households. Persons in families include the householder and persons related to the householder by birth, marriage, or adoption. Per Capita Income represents the income received by all persons aged 15 years and over divided by the total population.



# **Board of Commissioners Request for Board Action**

15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

Item Number: 2025-465	Meeting Date: 12/2/2025

**Sponsor:** Public Health

Use of Solid Waste Fund for Seven County-Operated Yard Waste Sites

#### Recommendation

Authorize the County Manager to establish a project budget of \$4,000,000 for the Capital Improvements at the County Yard Waste sites in the Solid Waste Fund.

#### **Background and Rationale**

Saint Paul - Ramsey County Public Health is requesting site improvements at the seven yard waste sites operated by the county. The county's Solid Waste Management Plan guides waste management and recycling over a 20-year timeframe, including management of yard waste and operations of the sites. The county is committed to ensuring residential yard waste, including wood waste, is properly managed through accessible and convenient methods, including at county owned and operated yard waste sites.

The county maintains and operates seven yard waste sites available to residents. The sites are open five days per week from April through November (weather permitting) and are open on weekends during the winter. Wood waste is accepted at four of the sites; other yard waste is accepted at all seven sites. The sites are heavily used, with an average of about 400,000 site visits annually. An average of 40,000 to 45,000 tons of yard waste and 25,000 to 30,000 tons of wood waste is received annually.

The proposed site improvements include converting gravel and crushed asphalt surfaces to durable cementpaved surfaces in significant areas of the four yard waste sites that receive wood waste and brush. The current surfaces require ongoing maintenance and repair due to the impacts of heavy machinery and thousands of residential vehicles. Durable cement pavement has an increased life span, reducing ongoing maintenance costs and increasing efficiencies of processing. It also decreases airborne dust at the sites, improving air quality for residents and employees. High-quality site surfaces provide for a safer, better experience for residents and smoother hauling operations, and also are necessary for proper surface water runoff management in accordance with the Ramsey County Storm Water Management Plan.

Proposed site improvements also include replacing the existing utility sheds at all seven yard waste sites with modern attendant booths to serve as workstations for county employees. Modern attendant booths will improve work conditions for county employees, increase site safety for the public and increase security for equipment stored on site

equipment stored on site.			
County Goals (Check the	se advanced by Action)		
Well-being	☑ Prosperity	☐ Opportunity	□ Accountability

#### Racial Equity Impact

Ramsey County is committed to ensuring residential yard and wood waste is properly managed through accessible and convenient methods, including free drop-off at county-owned and operated yard waste sites. The sites are heavily used, receiving on average about 400,000 site visits per year. Maintaining and operating

Item Number:	2025-465			<b>Meeting Date:</b> 12/2/2025	
these sites is cri yard and wood		table access for all	residents to properly	y manage and dispose of their	
On September 4 Program Citizer participate in the of up to 14 citize	n's Advisory Committe e development and ad	quest was presente e (CIPAC). The CIF loption of the Capita county board, along	PAC provides citizen	by the Capital Improvement is with the opportunity to gram (CIP). The CIPAC consists ho review requests and make	;
☑ Inform	☑ Consult	☐ Involve	☐ Collaborate	☐ Empower	
by the Solid Wa		stments would be pa	aid for out of the Co	ed yard waste sites will be funde unty's Solid Waste Fund. There unding or bonding.	
	.5, 2025, a policy upda	-		aste Management Plan was nts being requested for the yard	ł
Attachments					

### Attachments

1. Environmental Health Capital Improvement Program Proposal

# Contents

- I. Summary CIP Request(s)
- II. Background
  - a. Ramsey County Solid Waste Management Plan
    - i. Yard Waste
    - ii. Wood Waste
  - b. Yard Wase Site Operations Includes yard & wood waste processing
  - c. Wood Waste Management
  - d. Emergency Preparedness & Response
- III. Ramsey County Wood Waste Management Plan
- IV. CIP Request Details
  - a. Yard Waste Sites
    - i. Site Conditions
    - ii. Working Conditions
  - b. Wood Waste Processing Equipment
- V. Solid Waste Fund

# I. Summary – CIP Request

As part of Public Health's wood waste management responsibility, as laid out in the Ramsey County Solid Waste Management Plan, we are proposing capital investments in two primary categories:

- Site improvements at our seven county-operated Yard Waste sites. These improvements include:
  - a. Converting gravel paving surfaces to durable cement paving surfaces in significant areas of the <u>four Yard Waste sites</u> that receive brush. These surfaces require ongoing maintenance and repair due to the volume of processing with heavy machinery, trucks and equipment. Durable cement pavement will increase the life span of the paving surface, thus reducing ongoing maintenance costs, will increase efficiencies of processing, and will decrease the air-borne dust at the sites, which will increase air quality for our residents and employees.
  - b. Installation of modern attendant booths at <u>all seven Yard Waste sites</u>, replacing utility sheds, which currently act as workstations for County employees. Modern attendant booths, like that installed at the Ramsey County Environmental Center, will improve work conditions for County employees, increase site safety for the public, and increase security for the site operations.
- Purchase of wood waste processing equipment, specifically 1-2 Air-Curtain Burners to be
  operated at a third-party wood yard. Purchase of equipment and contracting of labor would
  be in partnership with Washington County, who has already entered cooperative contracts
  for purchasing and operating this equipment. Owning this equipment would aid Ramsey
  County and our municipal partners in managing the excessive amount of wood waste being
  generated that is currently exceeding our capacity and budgets to manage the material. By
  reducing emissions and producing biochar, air curtain burners offer a more sustainable
  waste disposal solution than current practices.

These investments would be paid for out of the County's Solid Waste Fund. There would be no additional requests for funding and there is no request for levy funding or bonding. In total, these requests equal \$6 million (\$4 million for Yard Waste site improvements; \$2 million for wood waste processing equipment). Details of the request are provided in this document.

# II. Background

# Ramsey County Solid Waste Management Plan https://www.ramseycounty.us/SolidWasteManagementPlan.pdf

Waste and Recycling in Ramsey County is guided by the County's Solid Waste Management Plan, which establishes strategies and priorities for a span of 20 years. The plan:

- Focuses on improving public health, supporting the economy, and reducing greenhouse gas emissions and climate change impacts.
- Aims to reduce waste, increase recycling, and minimize landfilling through collaboration with residents, businesses, and partners to meet state and county goals.
- Addresses priorities from the Ramsey County's Countywide Strategic Plan, including Residents first: effective, efficient and accessible operations.

Two large-volume components in the Solid Waste Management Plan are yard waste and wood waste. Issues such as climate change, invasive species, pests and financial barriers all affect how the county manages these waste streams.

#### i. Yard Waste

- Yard waste includes leaves, grass clippings, garden waste and tree and shrub waste.
- State law prohibits yard waste from being put in the trash or being disposed of in a landfill or resource recovery facility.

#### ii. Wood Waste

- Wood waste includes woody plant material found in brush and tree waste like branches, logs, and tree stumps.
- Wood waste volumes in the region have increased dramatically in recent years due Emerald Ash Borer (EAB), an invasive insect that kills ash trees, and increased storm occurrences and intensity.
- Policies in the Ramsey County Solid Waste Management Plan aid in addressing this issue.
  - The first of which includes working with state agencies, municipalities and other entities to ensure a healthy and sustainable tree canopy by responding and adapting to emerging threats of disease, invasive species and climate change.
  - Secondly the County is to partner with municipalities and other entities to prioritize the highest and best use of wood waste resulting from EAB and other causes.

# b. Yard Waste Site Operations – Includes yard and wood waste processing

Ramsey County is committed to ensuring residential yard & wood waste is properly managed through accessible and convenient methods, including at County owned and operated yard waste sites.

- Ramsey County maintains and operates a system of seven Yard Waste collection sites available to residents.
- The sites are open five days per week from April through November (weather permitting) and are also open on weekends during the winter.
- The sites are heavily used, receiving on average about 400,000 site visits and 40,000 to 45,000 tons of yard waste and 25,000 to 30,000 tons of wood waste annually.
- Soft material (leaves, grass etc.) is either composted on site or hauled to commercial sites for composting.
- All but one of the sites serve as transfer sites due to the lack of space for on-site composting.
- Most of the wood waste received at the Yard Waste sites is processed into mulch and used as a biofuel at Saint Paul District Energy's combined heat and power plant.

#### c. Wood Waste Management

- Approximately 2/3 of the wood waste generated in the entire Twin Cities Metro Region ends
  up at the Saint Paul Cogeneration facility operated by District Energy Saint Paul and is used
  as a biomass energy source.
  - The long-term financial viability of this facility to continue to accept wood waste is uncertain as energy markets continue to evolve.
  - The Ramsey County yard waste sites are currently at capacity for receiving residential wood waste and reliance on this facility as an outlet for the material could potentially result in shutdown of the sites to the public.
- Ramsey County has worked with many partners, including through the Partnership on Waste & Energy (PWE) that also includes Washington and Hennepin counties, to raise the urgency of finding near- and long-term solutions for managing the growth of wood waste, particularly due to the surge in volumes created by EAB infestation.
  - PWE has conducted studies on EAB and the wood waste management system and continues to work for legislative and regulatory solutions to keep District Energy operating, as it is currently the only large-scale, viable wood waste management market.
- Other efforts include development of urban wood products manufacturing and market demand for higher-value products and exploring innovative wood utilization options such as biochar.
  - Ramsey County and Washington County have been working together on solid waste management issues for decades.
  - In 2024, Washington County released a Request for Proposal (RFP) for wood waste utilization.
  - Washington County plans to utilize the resulting contracts to process tree waste into biochar through use of an air-curtain burner at a third-party wood yard.
  - Ramsey County Public Health has access to these contracts through Cooperative Purchasing Venture.
  - Purchase of equipment and labor for from the Washington County contracts would aid Ramsey County in managing the excess of wood waste generated from EAB, storms, and routine pruning and maintenance of trees and offer municipalities and other County departments in managing their wood waste.

 The operation would also result in an additional outlet to process material received at the County yard waste sites in the event St. Paul Cogeneration/District Energy becomes unavailable.

# d. Emergency Preparedness & Response

The Ramsey County Solid Waste Management Plan also addresses management of storm debris, which includes wood waste. The policies and strategies in the plan serve as an addendum to the Ramsey County Comprehensive Emergency Operations Plan and the Multi-Hazard Mitigation Plan and are intended to complement those plans.

The Ramsey County Solid Waste Management Plan addresses challenges and barriers to proper materials management related to emergency preparedness and response. This includes assisting municipalities plan and coordinate management of emergency debris by offering technical assistance and resources and identifying recycling and reuse opportunities.

# III. Ramsey County Wood Waste Management Plan

The Minnesota Pollution Control Agency has mandated counties in the region develop Wood Waste Management Plans to prevent and manage wood waste in each county and throughout the region by the end of 2025.

Ramsey County Public Health is in process of developing Ramsey County's Wood Waste Management Plan. The tasks include working collaboratively on regional planning and offer support to municipalities, including working with the Minnesota Pollution Control Agency to identify funding sources for these efforts and evaluating alternative processing methods and emerging technologies, such as gasification, to manage wood waste.

Biochar production is considered an emerging technology and is defined further in the Solid Waste Management Plan to manage wood waste as high as possible on the wood waste hierarchy:

End-Use of Wood Waste - Promote existing programs that use EAB-effected wood and other wood waste for furniture, home goods, flooring and other purposes. Expand to include other wood waste uses as opportunities arise, including (but not limited to) milling; prioritizing purchasing of products from recovered waste wood; and production of biomass pellets, renewable fuels or carbon soil amendments.

# IV. CIP Request Details

# a. Yard Waste Sites - Capital Investment \$4,000,000

- i. Site Conditions
- The Yard Waste sites ensure proper yard waste management for residents including capacity to temporarily receive and store materials received.
- Residential and heavy equipment activity takes a toll on the site surfaces.

- Materials such as crushed asphalt and class 5 aggregate are continuously hauled into the sites to make repairs to large potholes and uneven surfaces that develop from drop off and haul out of yard waste.
- Much of the repair material gets transferred back out as an accessory to hauling the yard waste off site to private facilities.
- Maintaining site surfaces are not only important to provide ease of access to residents and hauling operations but is also necessary for proper surface water runoff (Ramsey County manages its yard waste sites in accordance with the Ramsey County Storm Water Management Plan).

# Yard Waste Sites Capital Improvements - Paving surfaces (4 brush/wood sites)

Location	Acres	Ft <sup>2</sup>	Prep. @ \$1.50/ft²	Paving @ \$7.50/ft <sup>2</sup>	Engineering/ Survey Drawings	20% Contingency	Total
White Bear Township	1.23	53,698 ft <sup>2</sup>	\$80,547	\$402,735	\$50,000	\$96,666	\$629,948
Frank Sims	2.37	103,124 ft <sup>2</sup>	\$154,868	\$773,430	\$75,000	\$169,716	\$1,173,014
Midway	1.53	66,462 ft <sup>2</sup>	\$99,693	\$498,465	\$75,000	\$134,631	\$807,789
Arden Hills	0.66	28,924 ft <sup>2</sup>	\$43,386	\$216,930	\$50,000	\$62,063	\$372,379
Total	5.79	252,208 ft <sup>2</sup>	\$378,494	\$1,891,560	\$250,000	\$463,076	\$2,983,130

<sup>\*\*\*</sup>Unknowns include buried utilities, buried construction demo Round up to \$3,000,000\*\*\*

#### ii. Working Conditions

- The sites employ 11 fulltime seasonal and several on-call Ramsey County Service Workers Site Monitors.
- The workers are responsible for opening and closing the sites to the public and to oversee day-to-day operations that include monitoring of incoming materials, traffic control, handing out materials, and educating the public on Rasmey County's waste management and recycling programs.
- The nature of the yard waste sites requires workers to provide these functions in an outdoor environment. Therefore, heat, cold and other weather-related physical hazards are important in assessing worker safety.
- Site staff currently operate out of utility sheds designed to store equipment such as rakes and shovels and are inadequate to provide a controlled environment for the workers when they need to take a break from the elements.
  - Staff have complained of the conditions and there was recently a heat-related incident that resulted in a worker requiring medical attention.
  - Workers have also sought shelter in their personal vehicles during extreme weather conditions to operate either the car's air conditioner or heater.
  - This practice does not align with the County's vehicle idling (emissions) policy and wastes energy at the personal expense of the employee.

- Workers have also shown up for work to find the existing sheds occupied by homeless, who remove locks to gain access during closed hours.
  - Vandalism and theft of materials stored in those sheds is also a reoccurring problem.
  - Law enforcement has been contacted on multiple occasions to report these incidents and to remove unauthorized individuals from the sheds.

These issues can be addressed by installing permanent sheds that are specifically designed to provide shelter for employees at remote locations. They are manufactured to provide a controlled environment (heating and air conditioning, lockable doors, and better viewing of the service area via large-pane windows. The units can also be configured to provide WiFi access to employees. Currently, employees do not have WiFi access and timesheets, trainings, and other correspondence is completed on paper while Ramsey County is moving more toward the paperless option for employee communications and functions.

# Yard Waste Sites Capital Improvements – Attendant Booths (all 7 sites)

Location	Shed cost	Construction	Site Survey	20% Contingency	Total
Arden Hills	\$45,000	\$30,000	-	\$15,000	\$90,000
Battle Creek	\$45,000	\$30,000	\$25,000	\$20,000	\$120,000
Frank Sims	\$45,000	\$30,000	-	\$15,000	\$90,000
Midway	\$45,000	\$30,000	-	\$15,000	\$90,000
Mounds View	\$45,000	\$30,000	\$25,000	\$20,000	\$120,000
Summit Hill	\$45,000	\$30,000	\$25,000	\$20,000	\$120,000
White Bear Township	\$45,000	\$30,000	-	\$15,000	\$90,000
Total	\$315,000	\$210,000	\$75,000	\$120,000	\$720,000

<sup>\*\*\*</sup>Unknowns include trenching, permitting cascades. Round up to \$1,000,000\*\*\*

# b. Wood Waste Equipment - Capital Purchase \$2,000,000

- Air Curtain Burners currently cost around \$800,000-\$900,000
  - Tiger Cat \$850,000Pheonix 5000 \$825,000
- \$650k Annual Operating costs for one machine (in 2026 & 2027 proposed budget)
- Operating costs can be reduced with more machines.
- Washington County currently owns and operates a Phoenix 5000.
- Ramsey County could decrease the cost to Washinton County while also seeing reduced operating costs. Purchase of a third machine would be considered in 2027.

\*\*\*Unknowns include inflation & tariffs Equipment is imported. Round up to \$2,000,000\*\*\*

# V. Solid Waste Fund

The Ramsey County Solid Waste Management Plan establishes policy priorities for the Solid Waste Fund balance as follows:

- Pursuant to State law, Minn. Stat. § 473.811 subd. 9, solid waste fund balance may be used for purposes only described in the Solid Waste Management Plan.
- Establish the following priorities for use of solid waste fund balance by Ramsey County, in this order:
  - o Maintenance of a reserve fund for R&E bond obligation.
  - Maintenance of waste-related capital equipment/sites.
  - Financial incentives, such as grant programs, for the purpose of achieving solid waste goals.
  - Operating expenses that present significant opportunities for meeting environmental goals.
  - Capital purchases/investments that present significant opportunities for meeting recycling goals.
  - One-time waste management related expenses, such as purchase or development of fixed assets or capital equipment.
  - Saint Paul Ramsey County Public Health, in consultation with the county manager and Finance Department, will bring requests forward for new funding commitments through the Capital Improvement Program process and/or through the requests for county board action process.
- The current Solid Waste Fund balance can easily support these capital investments, and they will not impair the County's ability to fulfill its obligations as laid out in the Ramsey County Solid Waste Management Plan.

0	Solid Waste Fund – 2025 Balance	= \$44,356,210
0	Solid Waste Fund – 2025 Committed Dollars	= \$13,406,810
0	Solid Waste Fund – 2025 Available Balance	= \$30,949,900
0	Solid Waste Fund – 2025 Requests YW Sites	= <mark>\$4,000,000</mark>
	– WW Equip.	= <mark>\$2,000,000</mark>
0	Solid Waste Fund – 2026 Balance minus CIP	= \$24.949.900



# **Board of Commissioners Request for Board Action**

15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

**Item Number:** 2025-466 **Meeting Date:** 12/2/2025

Sponsor: Public Health

Title

Use of Solid Waste Fund for Capital Equipment Purchase

#### Recommendation

Authorize the County Manager to establish a project budget of \$2,000,000 in the Solid Waste Fund for wood processing equipment.

#### **Background and Rationale**

Saint Paul - Ramsey County Public Health is proposing the purchase of wood waste processing equipment. Wood waste includes woody plant and tree waste like branches, logs, and tree stumps. State law prohibits wood waste from being put in the trash or being disposed of in a landfill or resource recovery facility. Wood waste volumes in the Twin Cities Metro Region have increased dramatically due to Emerald Ash Borer (EAB), an invasive insect that kills ash trees.

Approximately 2/3 of the wood waste generated in the region ends up at the Saint Paul Cogeneration (SPC) facility operated by District Energy in Saint Paul and is used as a biomass energy source. The long-term financial viability of this facility to continue to accept wood waste is uncertain as energy markets continue to evolve. Further, the oversupply of wood waste in the region is beyond the capacity of SPC to process and use the material, causing it to frequently pause acceptance of wood waste, sometimes for weeks at a time.

The Ramsey County yard waste sites are currently at capacity for receiving residential wood waste, and total reliance on SPC as an outlet for the material could potentially result in shutdown of the sites to the public. The Minnesota Pollution Control Agency (MPCA) has mandated counties in the region develop Wood Waste Management Plans to prevent and manage wood waste in each county and throughout the region. Saint Paul - Ramsey County Public Health is in the process of developing a Wood Waste Management Plan, which will include working with the MPCA to identify funding sources for these efforts and evaluating alternative processing methods and emerging technologies, such as biochar production, to manage wood waste.

Additionally, Ramsey County's Solid Waste Management Plan (SWMP) aids in addressing the wood waste management issue and tasks the county to partner with municipalities and other entities to prioritize the highest and best use of wood waste resulting from EAB and other causes. The county has worked with many partners to raise the urgency of finding near- and long-term solutions for managing the increased volume of wood waste, particularly waste created by EAB infestation. Ramsey County and Washington County have been working together on solid waste management issues for decades, wood waste included. The county participated with Washington and Hennepin County via the Partnership on Waste & Energy (PWE) on conducting studies on EAB and the wood waste management system and continues to work for legislative and regulatory solutions. In 2024, Washington County released a Request for Proposal (RFP) for wood waste utilization, giving the county the opportunity to partner with them through a Cooperative Purchasing Venture.

Proposed equipment improvements include the purchase of two air-curtain burners to be operated at a third-party wood yard. Access to the third-party wood yard and provision of labor associated with operating the

Item Number: 2025-466			Meeting Date: 12/2/2025			
equipment would be in partnership with under a Cooperative Purchasing Ventur biochar. The resulting biochar would be	re. Wood waste v	vould be processed	by the air-curtain burners into			
This equipment would aid Ramsey County and our municipal partners in managing the excessive amount of wood waste being generated and allow the yard waste sites to accept and process additional materials and wood waste that cannot be accepted by Saint Paul Cogeneration/District Energy. The equipment would operate concurrently at the third-party wood yard with an existing air-curtain burner owned by Washington County, reducing per-volume processing labor costs for both counties. By reducing emissions and producing biochar, air curtain burners offer a more sustainable waste disposal solution than current practices and coincides with MPCA's direction to evaluate alternative processing methods and emerging technologies when counties develop mandated wood waste management plans.						
County Goals (Check those advanced   ☑ Well-being ☑ Prosperity	,	portunity	□ Accountability			
Racial Equity Impact Ramsey County is committed to ensuring methods, including free drop-off at counceconomic viability of operating these sit wood waste material. The purchase of the year for Ramsey County wood waste good cities, and our municipal partners. Addit that can lead to reduced emissions from health through biochar amendments.	oty-owned and op es, there is a nee his equipment ca enerators, specificionally, this equip	perated Yard Waste and to increase and d in increase annual of cally Ramsey Coun coment has potential	sites. In order to maintain the evelop end market capacity for capacity by up to 40,000 tons per ty departments, Ramsey County for positive environmental impacts			
Community Participation Level and In On September 4, 2025, this capital requ Program Citizen's Advisory Committee participate in the development and adop of up to 14 citizens appointed by the correcommendations to the county board.	uest was presento (CIPAC). The CII otion of the Capit	PAC provides citizer al Improvement Pro	ns with the opportunity to gram (CIP). The CIPAC consists			
☑ Inform ☑ Consult	☐ Involve	☐ Collaborate	☐ Empower			
Fiscal Impact The \$2,000,000 request for wood waste investments would be paid for out of the funding and there is no request for levy that will be funded by the County Environmental Public Health budget.	e County's Solid \ funding or bondi	Naste Fund. There ng. There will be an	would be no additional requests fo annual operating cost of \$650,000			
Last Previous Action On November 25, 2025, a policy update presented to the Board, which included waste sites.	-		•			
Attachments						

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1. Environmental Health Capital Improvement Program Proposal

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- Site improvements at our seven county-operated Yard Waste sites. These improvements include:
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  - b. Installation of modern attendant booths at <u>all seven Yard Waste sites</u>, replacing utility sheds, which currently act as workstations for County employees. Modern attendant booths, like that installed at the Ramsey County Environmental Center, will improve work conditions for County employees, increase site safety for the public, and increase security for the site operations.
- Purchase of wood waste processing equipment, specifically 1-2 Air-Curtain Burners to be
  operated at a third-party wood yard. Purchase of equipment and contracting of labor would
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  reducing emissions and producing biochar, air curtain burners offer a more sustainable
  waste disposal solution than current practices.

These investments would be paid for out of the County's Solid Waste Fund. There would be no additional requests for funding and there is no request for levy funding or bonding. In total, these requests equal \$6 million (\$4 million for Yard Waste site improvements; \$2 million for wood waste processing equipment). Details of the request are provided in this document.

# II. Background

# Ramsey County Solid Waste Management Plan https://www.ramseycounty.us/SolidWasteManagementPlan.pdf

Waste and Recycling in Ramsey County is guided by the County's Solid Waste Management Plan, which establishes strategies and priorities for a span of 20 years. The plan:

- Focuses on improving public health, supporting the economy, and reducing greenhouse gas emissions and climate change impacts.
- Aims to reduce waste, increase recycling, and minimize landfilling through collaboration with residents, businesses, and partners to meet state and county goals.
- Addresses priorities from the Ramsey County's Countywide Strategic Plan, including Residents first: effective, efficient and accessible operations.

Two large-volume components in the Solid Waste Management Plan are yard waste and wood waste. Issues such as climate change, invasive species, pests and financial barriers all affect how the county manages these waste streams.

#### i. Yard Waste

- Yard waste includes leaves, grass clippings, garden waste and tree and shrub waste.
- State law prohibits yard waste from being put in the trash or being disposed of in a landfill or resource recovery facility.

#### ii. Wood Waste

- Wood waste includes woody plant material found in brush and tree waste like branches, logs, and tree stumps.
- Wood waste volumes in the region have increased dramatically in recent years due Emerald Ash Borer (EAB), an invasive insect that kills ash trees, and increased storm occurrences and intensity.
- Policies in the Ramsey County Solid Waste Management Plan aid in addressing this issue.
  - The first of which includes working with state agencies, municipalities and other entities to ensure a healthy and sustainable tree canopy by responding and adapting to emerging threats of disease, invasive species and climate change.
  - Secondly the County is to partner with municipalities and other entities to prioritize the highest and best use of wood waste resulting from EAB and other causes.

# b. Yard Waste Site Operations – Includes yard and wood waste processing

Ramsey County is committed to ensuring residential yard & wood waste is properly managed through accessible and convenient methods, including at County owned and operated yard waste sites.

- Ramsey County maintains and operates a system of seven Yard Waste collection sites available to residents.
- The sites are open five days per week from April through November (weather permitting) and are also open on weekends during the winter.
- The sites are heavily used, receiving on average about 400,000 site visits and 40,000 to 45,000 tons of yard waste and 25,000 to 30,000 tons of wood waste annually.
- Soft material (leaves, grass etc.) is either composted on site or hauled to commercial sites for composting.
- All but one of the sites serve as transfer sites due to the lack of space for on-site composting.
- Most of the wood waste received at the Yard Waste sites is processed into mulch and used as a biofuel at Saint Paul District Energy's combined heat and power plant.

# c. Wood Waste Management

- Approximately 2/3 of the wood waste generated in the entire Twin Cities Metro Region ends up at the Saint Paul Cogeneration facility operated by District Energy Saint Paul and is used as a biomass energy source.
  - The long-term financial viability of this facility to continue to accept wood waste is uncertain as energy markets continue to evolve.
  - The Ramsey County yard waste sites are currently at capacity for receiving residential wood waste and reliance on this facility as an outlet for the material could potentially result in shutdown of the sites to the public.
- Ramsey County has worked with many partners, including through the Partnership on Waste & Energy (PWE) that also includes Washington and Hennepin counties, to raise the urgency of finding near- and long-term solutions for managing the growth of wood waste, particularly due to the surge in volumes created by EAB infestation.
  - PWE has conducted studies on EAB and the wood waste management system and continues to work for legislative and regulatory solutions to keep District Energy operating, as it is currently the only large-scale, viable wood waste management market.
- Other efforts include development of urban wood products manufacturing and market demand for higher-value products and exploring innovative wood utilization options such as biochar.
  - Ramsey County and Washington County have been working together on solid waste management issues for decades.
  - In 2024, Washington County released a Request for Proposal (RFP) for wood waste utilization.
  - Washington County plans to utilize the resulting contracts to process tree waste into biochar through use of an air-curtain burner at a third-party wood yard.
  - Ramsey County Public Health has access to these contracts through Cooperative Purchasing Venture.
  - Purchase of equipment and labor for from the Washington County contracts would aid Ramsey County in managing the excess of wood waste generated from EAB, storms, and routine pruning and maintenance of trees and offer municipalities and other County departments in managing their wood waste.

 The operation would also result in an additional outlet to process material received at the County yard waste sites in the event St. Paul Cogeneration/District Energy becomes unavailable.

# d. Emergency Preparedness & Response

The Ramsey County Solid Waste Management Plan also addresses management of storm debris, which includes wood waste. The policies and strategies in the plan serve as an addendum to the Ramsey County Comprehensive Emergency Operations Plan and the Multi-Hazard Mitigation Plan and are intended to complement those plans.

The Ramsey County Solid Waste Management Plan addresses challenges and barriers to proper materials management related to emergency preparedness and response. This includes assisting municipalities plan and coordinate management of emergency debris by offering technical assistance and resources and identifying recycling and reuse opportunities.

# III. Ramsey County Wood Waste Management Plan

The Minnesota Pollution Control Agency has mandated counties in the region develop Wood Waste Management Plans to prevent and manage wood waste in each county and throughout the region by the end of 2025.

Ramsey County Public Health is in process of developing Ramsey County's Wood Waste Management Plan. The tasks include working collaboratively on regional planning and offer support to municipalities, including working with the Minnesota Pollution Control Agency to identify funding sources for these efforts and evaluating alternative processing methods and emerging technologies, such as gasification, to manage wood waste.

Biochar production is considered an emerging technology and is defined further in the Solid Waste Management Plan to manage wood waste as high as possible on the wood waste hierarchy:

End-Use of Wood Waste - Promote existing programs that use EAB-effected wood and other wood waste for furniture, home goods, flooring and other purposes. Expand to include other wood waste uses as opportunities arise, including (but not limited to) milling; prioritizing purchasing of products from recovered waste wood; and production of biomass pellets, renewable fuels or carbon soil amendments.

# IV. CIP Request Details

# a. Yard Waste Sites - Capital Investment \$4,000,000

- i. Site Conditions
- The Yard Waste sites ensure proper yard waste management for residents including capacity to temporarily receive and store materials received.
- Residential and heavy equipment activity takes a toll on the site surfaces.

- Materials such as crushed asphalt and class 5 aggregate are continuously hauled into the sites to make repairs to large potholes and uneven surfaces that develop from drop off and haul out of yard waste.
- Much of the repair material gets transferred back out as an accessory to hauling the yard waste off site to private facilities.
- Maintaining site surfaces are not only important to provide ease of access to residents and hauling operations but is also necessary for proper surface water runoff (Ramsey County manages its yard waste sites in accordance with the Ramsey County Storm Water Management Plan).

# Yard Waste Sites Capital Improvements - Paving surfaces (4 brush/wood sites)

Location	Acres	Ft <sup>2</sup>	Prep. @ \$1.50/ft²	Paving @ \$7.50/ft <sup>2</sup>	Engineering/ Survey Drawings	20% Contingency	Total
White Bear Township	1.23	53,698 ft <sup>2</sup>	\$80,547	\$402,735	\$50,000	\$96,666	\$629,948
Frank Sims	2.37	103,124 ft <sup>2</sup>	\$154,868	\$773,430	\$75,000	\$169,716	\$1,173,014
Midway	1.53	66,462 ft <sup>2</sup>	\$99,693	\$498,465	\$75,000	\$134,631	\$807,789
Arden Hills	0.66	28,924 ft <sup>2</sup>	\$43,386	\$216,930	\$50,000	\$62,063	\$372,379
Total	5.79	252,208 ft <sup>2</sup>	\$378,494	\$1,891,560	\$250,000	\$463,076	\$2,983,130

<sup>\*\*\*</sup>Unknowns include buried utilities, buried construction demo Round up to \$3,000,000\*\*\*

#### ii. Working Conditions

- The sites employ 11 fulltime seasonal and several on-call Ramsey County Service Workers Site Monitors.
- The workers are responsible for opening and closing the sites to the public and to oversee day-to-day operations that include monitoring of incoming materials, traffic control, handing out materials, and educating the public on Rasmey County's waste management and recycling programs.
- The nature of the yard waste sites requires workers to provide these functions in an outdoor environment. Therefore, heat, cold and other weather-related physical hazards are important in assessing worker safety.
- Site staff currently operate out of utility sheds designed to store equipment such as rakes and shovels and are inadequate to provide a controlled environment for the workers when they need to take a break from the elements.
  - Staff have complained of the conditions and there was recently a heat-related incident that resulted in a worker requiring medical attention.
  - Workers have also sought shelter in their personal vehicles during extreme weather conditions to operate either the car's air conditioner or heater.
  - This practice does not align with the County's vehicle idling (emissions) policy and wastes energy at the personal expense of the employee.

- Workers have also shown up for work to find the existing sheds occupied by homeless, who remove locks to gain access during closed hours.
  - Vandalism and theft of materials stored in those sheds is also a reoccurring problem.
  - Law enforcement has been contacted on multiple occasions to report these incidents and to remove unauthorized individuals from the sheds.

These issues can be addressed by installing permanent sheds that are specifically designed to provide shelter for employees at remote locations. They are manufactured to provide a controlled environment (heating and air conditioning, lockable doors, and better viewing of the service area via large-pane windows. The units can also be configured to provide WiFi access to employees. Currently, employees do not have WiFi access and timesheets, trainings, and other correspondence is completed on paper while Ramsey County is moving more toward the paperless option for employee communications and functions.

# Yard Waste Sites Capital Improvements – Attendant Booths (all 7 sites)

Location	Shed cost	Construction	Site Survey	20% Contingency	Total
Arden Hills	\$45,000	\$30,000	-	\$15,000	\$90,000
Battle Creek	\$45,000	\$30,000	\$25,000	\$20,000	\$120,000
Frank Sims	\$45,000	\$30,000	-	\$15,000	\$90,000
Midway	\$45,000	\$30,000	-	\$15,000	\$90,000
Mounds View	\$45,000	\$30,000	\$25,000	\$20,000	\$120,000
Summit Hill	\$45,000	\$30,000	\$25,000	\$20,000	\$120,000
White Bear Township	\$45,000	\$30,000	-	\$15,000	\$90,000
Total	\$315,000	\$210,000	\$75,000	\$120,000	\$720,000

<sup>\*\*\*</sup>Unknowns include trenching, permitting cascades. Round up to \$1,000,000\*\*\*

# b. Wood Waste Equipment - Capital Purchase \$2,000,000

- Air Curtain Burners currently cost around \$800,000-\$900,000
  - Tiger Cat \$850,000Pheonix 5000 \$825,000
- \$650k Annual Operating costs for one machine (in 2026 & 2027 proposed budget)
- Operating costs can be reduced with more machines.
- Washington County currently owns and operates a Phoenix 5000.
- Ramsey County could decrease the cost to Washinton County while also seeing reduced operating costs. Purchase of a third machine would be considered in 2027.

\*\*\*Unknowns include inflation & tariffs Equipment is imported. Round up to \$2,000,000\*\*\*

# V. Solid Waste Fund

The Ramsey County Solid Waste Management Plan establishes policy priorities for the Solid Waste Fund balance as follows:

- Pursuant to State law, Minn. Stat. § 473.811 subd. 9, solid waste fund balance may be used for purposes only described in the Solid Waste Management Plan.
- Establish the following priorities for use of solid waste fund balance by Ramsey County, in this order:
  - o Maintenance of a reserve fund for R&E bond obligation.
  - Maintenance of waste-related capital equipment/sites.
  - Financial incentives, such as grant programs, for the purpose of achieving solid waste goals.
  - Operating expenses that present significant opportunities for meeting environmental goals.
  - Capital purchases/investments that present significant opportunities for meeting recycling goals.
  - One-time waste management related expenses, such as purchase or development of fixed assets or capital equipment.
  - Saint Paul Ramsey County Public Health, in consultation with the county manager and Finance Department, will bring requests forward for new funding commitments through the Capital Improvement Program process and/or through the requests for county board action process.
- The current Solid Waste Fund balance can easily support these capital investments, and they will not impair the County's ability to fulfill its obligations as laid out in the Ramsey County Solid Waste Management Plan.

0	Solid Waste Fund – 2025 Balance	= \$44,356,210
0	Solid Waste Fund – 2025 Committed Dollars	= \$13,406,810
0	Solid Waste Fund – 2025 Available Balance	= \$30,949,900
0	Solid Waste Fund – 2025 Requests YW Sites	= <mark>\$4,000,000</mark>
	– WW Equip.	= <mark>\$2,000,000</mark>
0	Solid Waste Fund – 2026 Balance minus CIP	= \$24.949.900



# **Board of Commissioners Request for Board Action**

15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

**Item Number:** 2025-481 **Meeting Date:** 12/2/2025

**Sponsor:** Social Services

#### Title

Social Services Department Annual Authority for Procurement Requests

#### Recommendation

Authorize the County Manager, subject to review by the County Attorney's Office and Finance to do the following:

- 1. Enter into the following expenditure agreements without solicitation through December 31, 2026, and execute future amendments to the agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the budget for the services listed below:
  - A. Contracts in which the county currently provides services and receives payments from external sources, such as health plans, the Courts, other counties, and other parties, including payments for services already provided.
  - B. Community support programs, culturally specific African American community support programs and culturally specific American Indian / Indigenous community support programs if there is an urgent need for specific services for a target population that was not previously identified through a prior competitive solicitation process.
  - C. Providers of psychiatric, psychosexual, and psychological services; to conduct evaluations, consultations, therapy and treatment, as long as funds are available, the need exceeds the supply of providers, and the providers are registered or licensed.
  - D. Providers when the Minnesota Department of Human Services or the Minnesota Department of Children, Youth and Families has issued the solicitation for an existing service in the county and selected the contractor or when the Minnesota Department of Human Services has approved the contractor through a certification process.
  - E. Providers of foster care emergency shelter, respite care, and emergency shelter; as long as funds are available, the need exceeds the supply of providers, and the providers are registered or licensed.
  - F. Providers of adult day services, individualized home support services, prevocational services, day support services, employment services, and semi- independent living skills services, when that service has been selected by the consumer, or his or her guardian, in accordance with Minnesota Statutes, section 256B.49.
  - G. Providers of out-of-state residential treatment for children, as long as funds are available, no in- state treatment provider can be identified that meets the needs of the children to be placed, the selected provider is licensed by a state authority and accredited by the Joint Commission,

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the Commission on Accreditation of Rehabilitation Facilities, or the Council on Accreditation.

- H. Medical directors for Social Services detoxification services, the Mental Health Center, and for Social Services in county correctional programs, as long as funds are available, the need exceeds the supply of providers, and the providers are licensed.
- I. Providers of intensive residential treatment services when the Minnesota Department of Human Services has approved the contractor through a certification process.
- J. Providers of accreditation training services for mental health professionals in accordance with Certified Community Behavioral Health Clinic requirements.
- K. Culturally specific liaisons to prevent education neglect and child protection involvement, culturally specific services for American Indian families involved in child protection, culturally specific services to prevent out of home placement, culturally specific guardianship and culturally specific parent mentoring by peers if there is an urgent need for specific services for a target population that was not previously identified through a prior competitive solicitation process.
- 2. Approve actions deemed necessary for the orderly administration of expenditure agreements through December 31, 2026:
  - A. Acceptance of supplementary awards or rate adjustments the county may receive from funding sources other than county levy; and execute amendments with funders and contractors.

#### **Background and Rationale**

The Social Services Department aspires to provide Ramsey County residents the highest quality of services available in Minnesota. It is the largest county department and provides critical service supports including child welfare, child protection, licensing, foster care connections, pre-petition screening for civil commitment, adult protection, mental health services, detoxification, mental health case management, prevention, and chemical dependency services. The department also provides programs to support the elderly and people with disabilities to live in the community as independently as possible. It is the local authority for mental health services and adult protection. The department is responsible in helping individuals, families, and communities in Ramsey County survive and thrive.

This request for board action includes requests intended to improve and streamline the procurement processes with a centered focus on equity in the delivery of services to individuals. Ramsey County board approval will continue to be requested for changes in practices, policies, new grant applications or actions affecting complement, revenues or appropriations relating to county levy, while maintaining an open, competitive solicitation process committed to racial equity. This effort increases transparency in how the department collaboratively engages the community during the solicitation and contracting process to meet the needs of racially and culturally diverse individuals, families, and communities.

County Goals (Check the	ose advanced by Action)	
⊠ Well-being	☑ Prosperity	☐ Accountability

#### **Racial Equity Impact**

Residents from communities of color and low-income communities are disproportionately involved with the social services systems. The Social Services Department is dedicated to support community-wide shared goals to strengthen individual, family and community health, safety and well-being through effective safetynet services, innovative programming, prevention and early intervention, and environmental stewardship while centering equity in the process. The department is committed to working with its race equity planners and

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ncorporating community voice when developing all solicitations, evaluation processes and awarding contracts resulting from solicitations. The Social Services Department collaborates with community members n identifying needed services, evaluating proposals and communicating the availability of contracted services o isolated communities.					
Community me selection of cor providers to del promising pract contracted serv	ntracted providers in a liver culturally specific tices with an equity im	ommunities will be in advisory role. This services identified a pact and are reflectionity support services	helps ensure the d and valued by comm ve of the people the	ng needed services and in the epartment obtains qualified nunity members that reflect best or edepartment serves. Some by community members with lived	
☑ Inform	⊠ Consult		☐ Collaborate	☐ Empower	
Fiscal Impact Funding for the operating budg		d in the 2026 - 2027	proposed biennial	Social Services Department's	
		•		vices Department's annual	
Attachments					

None.



# **Board of Commissioners Request for Board Action**

15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

**Item Number:** 2025-475 **Meeting Date:** 12/2/2025

**Sponsor:** Community Corrections

#### Title

Community Corrections Department Annual Authority for Procurement Requests

#### Recommendation

Authorize the County Manager, subject to review by the County Attorney's Office and the Finance Department, to do the following:

- 1. Enter into the following expenditure agreements without solicitation through December 31, 2026, and execute future amendments to the agreements and contracts in accordance with the county's procurement policies and procedures, provided the amounts are within the budget for the services listed below:
  - A. Contracts in which the county currently provides services and receives payments from external sources, such as health plans, the Courts, other counties, and other parties, including payments for services already provided.
  - B. Community support programs, culturally specific African American community support programs and culturally specific American Indian / Indigenous community support programs if there is an urgent need for specific services for a target population that was not previously identified through a prior competitive solicitation process.
  - C. Providers of psychiatric, psychosexual, and psychological services; to conduct evaluations, consultations, therapy, and treatment, as long as the need exceeds the supply of providers, and the providers are registered or licensed.
- 2. Approve actions deemed necessary for the orderly administration of expenditure agreements through December 31, 2026:
  - A. Acceptance of supplementary awards or rate adjustments the county may receive from funding sources other than county levy; and approve related county budget adjustments and execute amendments with funders and contractors.

#### **Background and Rationale**

Ramsey County Community Corrections operates across both the Health and Wellness and Safety and Justice Service Teams, working collaboratively with the Second Judicial District and a variety of community service providers. The department supports the criminal justice system through a range of services, including client screening and assessments, court reports, community supervision, and short-term custody.

This board request seeks to streamline procurement processes in agreements for services the department provides, including direct agreements with mental health services when demand exceeds available vendors. These agreements provide essential services to justice-involved clients, helping them manage their risk of reoffending, address identified areas of need, and ultimately supporting their successful completion of probation and reintegration as productive members of the community.

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The proposal enhances transparency in community engagement during the solicitation and contracting process, with a focus on meeting the needs of racially and culturally diverse individuals, families, and communities. It reaffirms the county's commitment to an open, competitive process grounded in racial equity, while ensuring that county board approval is still required for any changes to practices or policies, new grant applications, or actions affecting complement, revenues, or appropriations related to the county levy.

County Goals (Check the	se advanced by Action)	
Well-being	☑ Prosperity	☐ Accountability

#### Racial Equity Impact

Ramsey County is one of the most diverse counties in the state. Persons of color comprise 37% of the total Ramsey County population. Black youth and low-income communities are disproportionately represented in the criminal justice system. In 2024, Black youth made up about 20% of Ramsey County's youth population (ages 10-19) but accounted for 60% of detention admissions and 52% of youth who were admitted to out-ofhome placement. Similarly, adults of color and American Indian individuals represent 38% of the county's adult population, yet they make up 66% of those returned to prison for supervision violations.

Ramsey County Community Corrections is committed to reducing confinement and expanding culturally focused community programs to support clients' reintegration. A key race equity strategy involves contracting with culturally specific providers to enhance services for clients. The department works closely with race equity planners and incorporates community voice when developing all solicitations, evaluation processes and awarding contracts resulting from solicitations.

Aligning with the county's strategic priority of putting well-being and community at the center of justice system transformation, Ramsey County Community Corrections continues prioritizing race and gender inclusion and equity in decision-making. By intentionally addressing inequities in the criminal justice system, the department seeks partnerships and input from those with lived experience to ensure fair, effective services. Race and Health Equity Liaisons collaborate with the Research and Evaluation Unit to analyze data to identify and address disparities in our policies, services, and outcomes.

#### **Community Participation Level and Impact**

Minnesota Statutes 401 mandates that counties participating in the Community Corrections Act establish a Community Advisory Board (CAB), with representatives from law enforcement, prosecution, the judiciary, education, corrections, social services, and lay citizens.

Community Advisory Board (CAB) Responsibilities:

The CAB is responsible for advising the Ramsey County Board of Commissioners and the Community Corrections Department on matters related to community corrections. Its duties include:

- Advising on policies, programs, and practices that affect community corrections operations.
- Participating in the development and review of the department's Comprehensive Plan.
- Making recommendations regarding the department's budget and overall strategic plans.
- Providing input to ensure community needs and perspectives are represented in corrections planning and services.

Community Corrections has expanded its reform efforts by incorporating client and community input into hiring, planning, contracting, and program development. The department is fostering collaborative decision-making and sharing resources with the community by holding meetings and communities of practice to discuss budget priorities and planning processes.

Community members will be involved in identifying needed services and in selection of contracted vendors, ensuring the department partners with providers who offer culturally specific services that reflect community

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values, promising practices, and the needs of those served.					
	□ Consult		☐ Collaborate	☐ Empower	
Fiscal Impact Funding for the	ese services is included	d in the 2026-2027 p	proposed Communit	y Corrections budget.	
	19, 2024, the Ramsey			y Corrections Department's Resolution B2024-233).	
Attachments None					



# **Board of Commissioners Request for Board Action**

15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

**Item Number:** 2025-495 **Meeting Date:** 12/2/2025

**Sponsor:** Financial Assistance Services

Title

Financial Assistance Services Annual Authority for Procurement Requests

#### Recommendation

Authorize the County Manager, subject to review by the County Attorney's Office and Finance to do the following:

- 1. Enter into the following expenditure agreements without solicitation through December 31, 2026, and execute future amendments to the agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the budget for the services listed below:
  - A. Contracts in which the county currently provides services and receives payments from external sources, such as health plans, the Courts, other counties, and other parties, including payments for services already provided.
  - B. Community support programs, culturally specific African American community support programs and culturally specific American Indian / Indigenous community support programs if there is an urgent need for specific services for a target population that was not previously identified through a prior competitive solicitation process.
  - C. Providers when the Minnesota Department of Human Services or the Minnesota Department of Children, Youth and Families has issued the solicitation for an existing service in the county and selected the contractor or when the Minnesota Department of Human Services has approved the contractor through a certification process.
- 2. Approve actions deemed necessary for the orderly administration of expenditure agreements through December 31, 2026:
  - A. Acceptance of supplementary awards or rate adjustments the county may receive from funding sources other than county levy; and execute amendments with funders and contractors.

#### **Background and Rationale**

The Financial Assistance Services Department provides federally and state-mandated safety net programs and quality services to the county's most vulnerable residents. It determines eligibility for and distributes benefits for the Supplemental Nutrition Assistance Program, the Minnesota Family Investment Program, Diversionary Work Program, Housing Support Program, Childcare Assistance, Medical Assistance, and Emergency Assistance programs to thousands of county residents. The department is committed to be a resident-centered agency that helps people meet their basic needs so they can live in dignity and achieve their highest potential. It seeks to exceed the expectation of community by increasing accessibility to the critical service the Financial Assistance Services Department provides.

Item Number: 2025-495 **Meeting Date:** 12/2/2025 This request for board action includes requests intended to improve and streamline the procurement processes with a centered focus on equity in the delivery of services to individuals. Ramsey County Board approval will continue to be requested for changes in practices, policies, new grant applications or actions affecting complement, revenues or appropriations relating to county levy, while maintaining an open, competitive solicitation process committed to racial equity. This effort increases transparency in how the department collaboratively engages the community during the solicitation and contracting process to meet the needs of racially and culturally diverse individuals, families, and communities. **County Goals** (Check those advanced by Action) ■ Well-being ☑ Prosperity □ Opportunity ☐ Accountability Racial Equity Impact Residents from communities of color and low-income communities are disproportionately involved with the financial assistance services systems. The Financial Assistance Services Department is dedicated to support community-wide shared goals to strengthen individual, family and community health, safety and well-being through effective safety-net services, innovative programming, prevention and early intervention, while centering equity in the process. The department is committed to incorporating community voice when developing solicitations, evaluation processes and awarding contracts resulting from solicitations. The Financial Assistance Services Department collaborates with community members in identifying needed services, evaluating proposals and communicating the availability of contracted services to isolated communities. **Community Participation Level and Impact** Community members from affected communities will be involved in identifying needed services and in the selection of contracted providers in an advisory role. This helps ensure the department obtains qualified providers to deliver culturally specific services identified and valued by community members that reflect best or promising practices with an equity impact and are reflective of the people the department serves. Financial Assistance Services has an active, formal resident advisory group, Ramsey United, that is often leveraged to ensure department work is responsive to current community needs. ☑ Inform □ Consult ☐ Collaborate ☐ Empower **Fiscal Impact** Funding for these services is included in the 2026 - 2027 proposed biennial Financial Assistance Services Department's operating budget **Last Previous Action** On November 19, 2024, the Ramsey County Board approved the Financial Assistance Department's annual authority for procurement requests (Resolution B2024-234). **Attachments** None.



# **Board of Commissioners Request for Board Action**

15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

Item Number: 2025-499 **Meeting Date: 12/2/2025** 

**Sponsor:** Sheriff's Office

Title

2025 Budget Adjustment for the Ramsey County Sheriff's Office

#### Recommendation

- 1. Authorize the County Manager to transfer up to \$1,500,000 from the 2025 General Contingent Account to the Sheriff's Office 2025 operating budget for increased overtime costs associated with the Adult Detention Center and other personnel services deficits.
- 2. Authorize the County Manager to transfer up to \$2,400,000 from the general fund fund balance to the Sheriff's Office 2025 operating budget for increased overtime costs associated with the Adult Detention Center.

#### **Background and Rationale**

In 2025, the Ramsey County Sheriff's Office (Sheriff's Office) is projected to exceed available appropriations by up to \$3.9 million or approximately 5% of total expenditures, primarily due to increased overtime costs associated with the Adult Detention Center (ADC) and other personnel services deficits related to staffing. This is a one-time authorization for a transfer of funds in 2025 and does not increase the Sheriff's Office budget in future years.

During 2025, the Sheriff's Office, Office of Safety & Justice, and Finance met to review spending and monitor the budget, including developing quarterly year-end projections. Throughout the year, the Sheriff's Office worked toward reducing the amount that would be needed at year end by reducing select line-item spending, leveraging grants and other revenue sources, and engaging in other efforts to reduce overall spending.

Throughout 2025, the ADC population has been high with an expected 2025 average daily population of approximately 400. This has been lower in recent months due to the Project Bridge partnership with Community Corrections, who have taken up to 70 inmates to assist in managing the population at ADC but still remains high. Even with this partnership, in 2025, the ADC is projected to spend nearly \$3 million in overtime, which accounts for 65% of all projected overtime within the Sheriff's Office. The overtime in the ADC is a result of ensuring compliance with the Minnesota Department of Corrections (DOC) staffing requirements and implementation of increased county-wide paid leave policies. In 2023, the DOC formally established the Office of Inspector General (OIG), which centralized oversight and compliance functions statewide. In turn, this has improved inspections and alignment with state standards, leading to a renewed focus on staffing requirements and well-being of individuals in-custody. In addition to the ADC overtime costs, the Sheriff's Office has overtime and some additional personnel costs that are above budget throughout the office. Together, these account for the needed \$3.9 million in additional funding in 2025.

To address long term staffing needs and reduce reliance on overtime, a staffing study is in progress and being led by Safety & Justice leadership. This study will provide an objective and comprehensive operational study of the Sheriff's Office, including operations, staffing needs, and organizational structures. This work will also include a staffing needs assessment of the Adult Detention Center and will inform the 2027 budget.

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Fund fund balan	ce in 2025 to the She	riff's Office. The red	quested transfer is a	unds and uncommitted General an up to amount to ensure for the county for budget year
County Goals ( ☑ Well-beir	Check those advance ng ⊠ Prosperi	,	portunity	☑ Accountability
for Ramsey Cou	nsparent use of taxpa	Office. Careful cons	ideration of use of p	accountability, and transparency bublic funds, particularly the communities.
For this 2025 but many opportunition development pro	ies for community to s	community participa hare input on the c	ounty's budget duri	rm. However, there have been ng every biennial budget re also always welcomed and
encouraged. ⊠ Inform	☑ Consult	☐ Involve	☐ Collaborate	☐ Empower
The budgeted ar General Conting	mount of overtime for	levy-funded service inrestricted genera	es was \$1.08 millior I fund fund balance	ng increases, was \$54.88 million. n. Funding is available in the 2025 . This action will reduce the county e policy.
Last Previous A None.	Action			
Attachments	ngent Account Status	Report		

1. General Contingent Account Status Report

# STATUS OF GENERAL CONTINGENT ACOUNT - 400101 471101

as of November 19, 2025

# **2025 APPROPRIATION** Total Approved

\$2,000,000

\$1,500,000

\$328,207

LESS: TRANSFERS APPROVED BY COUNTY BOARD TO DATE:	Date	Resolution Number	
Emergency response to targeted attacks on lawmakers/elected officials (June 2025)	11/18/2025	Resolution B2025-212	\$171,793
Total Augustical to a	-4-	, <del>-</del>	
lotal Approved to d	ate	>	<u>\$171,793</u>
BALANCE AVAILABI	LE	>	\$1,828,207
LESS: TRANSFERS PENDING COUNTY BOARD ACTION:			
2025 Sheriff's Office Overtime Costs for the Adult Detention Center	12/02/2025	TBD	\$1,500,000

Total Pending County Board Action ----->

BALANCE UNENCUMBERED ----->



# **Board of Commissioners Request for Board Action**

15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

**Meeting Date: 12/2/2025 Item Number: 2025-487** 

Sponsor: County Manager's Office

Proclamation: Johanna Berg's Retirement

**Attachments** 1. Proclamation

# roclamation

WHEREAS, Deputy County Manager Johanna Berg has worked in public service for over 40 years and with Ramsey County for the last 14 years, beginning as the county's first Chief Information Officer (CIO) and ending as a Deputy County Manager; and

WHEREAS, Johanna led Information Services as the CIO to focus on core services and technologies, built out a service management strategy, improved asset and vendor management, developed and strengthened enterprise IT governance and enhanced the department's customer service orientation through increased transparency and communication; and

WHEREAS, Johanna moved Ramsey County forward on an IT maturity continuum by establishing new county wide roles and functions including Chief Technology Officer, Chief Information Security Officer, IT Project Management, an Application Portfolio and the Open Data Portal; and

WHEREAS, Johanna has led countless strategic initiatives to advance county goals and to provide more efficient and effective services to internal customers and to county residents, she coled the county's Incident Management Team, ensuring essential county services were effectively delivered through the worldwide COVID-19 pandemic and civil unrest, demonstrating unwavering commitment, creativity and calm through periods of great uncertainty; and

WHEREAS, Johanna has consistently exemplified Ramsey County's vision, mission, goals, and core values and has upheld the highest ethical standards of her role; and

WHEREAS, Johanna worked with integrity, professionalism, dedication and fostered a strong and supportive culture at all levels throughout the county, Ramsey County thanks her for the time she spent helping others develop in the workplace by selflessly sharing advice and being a sounding board to help colleagues build their skills and confidence, and to advance their Ramsey County careers; and

WHEREAS, Johanna has accepted a new role as FORMER Deputy County Manager -Retired, where she will now pursue travelling, and fulfilling Barney's (Johanna's dog) dream to take him for a walk whenever he demands it; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares December 2, 2025, as Johanna Berg's Day in Ramsey County; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners thanks Johanna Berg on behalf of all constituents for her leadership, service, and dedication to foster truly a county of excellence where all are valued and can thrive.

Mary Jo McGuire, Commissioner, District 2

Kelly Miller, Commissioner, District 7