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**August 19, 2025 - 9 a.m.**

**Council Chambers - Courthouse Room 300**

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**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**LAND ACKNOWLEDGEMENT**

**1. Agenda of August 19, 2025 is Presented for Approval [2025-314](#)**

Sponsors: County Manager's Office

Approve the agenda of August 19, 2025.

**2. Minutes from August 12, 2025 are Presented for Approval [2025-315](#)**

Sponsors: County Manager's Office

Approve the August 12, 2025 Minutes.

**ADMINISTRATIVE ITEMS**

**3. Appointments to the Capitol Region Watershed District Board of Managers [2025-281](#)**

Sponsors: Board of Commissioners

Appoint the following individuals to the Capitol Region Watershed District Board of Managers for a term beginning October 1, 2025 and ending September 30, 2028:

- Shawn Mazanec (incumbent)
- Mary Texer (incumbent)

**4. Appointments to the Capital Improvement Program Advisory Committee [2025-318](#)**

Sponsors: Finance

Appoint the following candidates to the Capital Improvement Program Advisory Committee for terms that begin August 19, 2025 and end August 30, 2027:

- Lee Ann Lehto (District 2)
- Susan Jambor (District 5)
- Michael Austin (District 5) incumbent
- Ianni Haumas (District 6)
- Olletha Muhammad (District 5) incumbent
- Gary Bank (District 2) incumbent

**5. Appointment to the Parks and Recreation Commission [2025-317](#)**

Sponsors: Parks & Recreation

Appoint Christine England to the Parks and Recreation Commission for a term beginning August 19, 2025, and ending June 4, 2026.

**6. Sanitary Sewer Pipeline Right of Entry Agreement, Temporary Easement, Amendment to Permanent Easement with the Metropolitan Council for Access to Keller Lake Regional Park** [2025-301](#)

Sponsors: Parks & Recreation

1. Approve a Right of Entry Agreement with the Metropolitan Council for access to Keller Spoon Lake section of Keller Regional Park for the completion of a sanitary improvement project.
2. Authorize the Chair and Chief Clerk to execute the Right of Entry agreement.
3. Approve the Temporary Construction easement with Metropolitan Council for the proposed construction project.
4. Authorize the Chair and Chief Clerk to execute the temporary construction easement.
5. Approve the amendment of the permanent easement for the Metropolitan Council sewer infrastructure.
6. 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 Right of Entry Agreement with the Metropolitan Council.
7. Authorize the County Manager to accept compensation funds from the Metropolitan Council to be given to the Parks & Recreation department to complete work identified within the compensation section of the Right of Entry Agreement with Metropolitan Council.
8. Authorize the County Manager to establish a project number for restoration compensation funds.

**7. Grant Award for the Family Homeless Prevention and Assistance Program** [2025-300](#)

Sponsors: Housing Stability

1. Ratify the submittal of the grant application to Minnesota Housing Finance Agency for the Family Homeless Prevention and Assistance Program in the amount of \$23,856,193.78.
2. Accept a grant and approve a grant agreement with the Minnesota Housing Finance Agency for the Family Homeless Prevention and Assistance Program for the period of October 1, 2025, through September 30, 2027, in the amount of \$4,015,000.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

**8. Revoke County Road 94/South Shore Boulevard and revert to White Bear Township** [2025-298](#)

Sponsors: Public Works

Approve revoking County Road 94/South Shore Boulevard from 280 feet west of Bellaire Avenue to East County Line Road/County Road F and revert to White Bear Township.

**PRESENTATION****9. County Funding Streams**[2025-299](#)

Sponsors: County Manager's Office

None. For information and discussion only.

**COUNTY CONNECTIONS****OUTSIDE BOARD AND COMMITTEE REPORTS****BOARD CHAIR UPDATE****ADJOURNMENT**

Following County Board Meeting:

10:00 a.m. (est.) Regional Railroad Authority Meeting, Council Chambers – Courthouse Room 300

Advance Notice:

Aug 26, 2025 County board meeting – Council Chambers

Sept 02, 2025 County board meeting – Council Chambers

Sept 09, 2025 No county board meeting – Association of Minnesota Counties Fall Conference

Sept 16, 2025 County board meeting – Council Chambers



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2025-314

**Meeting Date:** 8/19/2025

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**Sponsor:** County Manager's Office

**Title**

Agenda of August 19, 2025 is Presented for Approval

**Recommendation**

Approve the agenda of August 19, 2025.



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2025-315

**Meeting Date:** 8/19/2025

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**Sponsor:** County Manager's Office

**Title**

Minutes from August 12, 2025 are Presented for Approval

**Recommendation**

Approve the August 12, 2025 Minutes.

**Attachments**

1. August 12, 2025 Minutes.

# **Board of Commissioners Minutes**

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**August 12, 2025 - 9 a.m.**

**Council Chambers - Courthouse Room 300**

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The Ramsey County Board of Commissioners met in regular session at 9:01 a.m. with the following members present: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Xiong and Chair Ortega. Also present were Ling Becker, County Manager, and Jada Lewis, Civil Division Director, 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 Moran.

1. Agenda of August 12, 2025 is Presented for Approval [2025-304](#)

Sponsors: County Manager's Office

Approve the agenda of August 12, 2025.

Motion by McGuire, seconded by Xiong. Motion passed.

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

2. Minutes from August 5, 2025 are Presented for Approval [2025-305](#)

Sponsors: County Manager's Office

Approve August 5, 2025 Minutes.

Motion by Xiong, seconded by Miller. Motion passed.

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

## **PROCLAMATION**

3. Proclamation: Sue Abderholden Proclamation [2025-307](#)

Sponsors: Board of Commissioners

Presented by Commissioner Jebens-Singh. Discussion can be found on archived video.

## **ADMINISTRATIVE ITEMS**

4. Unclassified Limited Duration Grant Pool [2025-296](#)

Sponsors: County Manager's Office, Human Resources

1. Approve 20 limited duration positions for use by the County Manager per business

needs and funding is available.

2. Authorize the County Manager to allocate to county departments for grant funded opportunities that have limited duration.

Motion by Moran, seconded by McGuire. Motion passed.

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

Resolution: B2025-153

5. Salary Schedule and Grade for New Classified Positions - Internal Auditor and Internal Auditor Senior

[2025-293](#)

Sponsors: Human Resources

Approve the recommended salary of two new job classifications within the Compliance and Ethics Department in accordance with Minnesota Statutes 383A.282.

<u>Job Classification</u>	<u>Schedule</u>	<u>Grade</u>	<u>Annual Salary Schedule</u>
Internal Auditor - Classified	102A	27	\$61,357 - \$92,035
Internal Auditor Senior - Classified	102A	35	\$71,779 - \$107,668

Motion by Moran, seconded by McGuire. Motion passed.

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

Resolution: B2025-154

## **COUNTY CONNECTIONS**

Presented by County Manager, Ling Becker. Discussion can be found on archived video.

## **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 9:49 a.m.

# Board of Commissioners

## Request for Board Action

Item Number: 2025-281

Meeting Date: 8/19/2025

**Sponsor:** Board of Commissioners

**Title**

Appointments to the Capitol Region Watershed District Board of Managers

**Recommendation**

Appoint the following individuals to the Capitol Region Watershed District Board of Managers for a term beginning October 1, 2025 and ending September 30, 2028:

- Shawn Mazanec (incumbent)
- Mary Texer (incumbent)

**Background and Rationale**

The Capitol Region Watershed District (CRWD) is led by a five-person Board of Managers that guides CRWD implementation of the goals and objectives set forth in its Watershed Management Plan [<https://www.capitolregionwd.org/watershed-management-plan/>](https://www.capitolregionwd.org/watershed-management-plan/). Board managers generally manage water and related resources in the Watershed District, which includes portions of Falcon Heights, Lauderdale, Maplewood, Roseville and Saint Paul. Board managers are residents of the watershed district and serve a three-year term.

There will be two vacancies on the CRWD Board of Managers due to term expirations. Recruitment through the county's open appointment resulted in five applications, three from incumbents and two new applicants. On July 14, 2025, the applications were forwarded to three Ramsey County Board of Commissioners to interview each applicant, which gave the commissioners the opportunity to engage with and learn more about each applicant. Interviews occurred between July 14, 2025 through August 1, 2025, for final recommendations.

**County Goals** (Check those advanced by Action)

☐ Well-being      ☒ Prosperity      ☒ Opportunity      ☒ Accountability

**Racial Equity Impact**

In addition to the usual recruitment for advisory committee vacancies through GovDelivery and word of mouth by advisory committee members, staff and the Ramsey County Board, the vacancies and application were promoted through an email mailing list reaching numerous diverse organizations and networks. This extended promotion process is a step towards better outreach to more racially diverse and underrepresented voices that are often missed. Furthermore, the application for these vacancies were updated to focus more on the lived experiences, knowledge and skills a resident may bring along with an optional section to insert demographics to ensure we are reaching new and diverse candidates.

**Community Participation Level and Impact**

Participation by and input from community members appointed to advisory groups 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**

As a separate local jurisdiction, the CRWD policy has provisions for per diem payments to appointed managers.

**Last Previous Action**

On September 5, 2023, the Ramsey County Board of Commissioners appointed Joseph P. Collins, Rick Sanders and Hawona Sullivan Janzen to the Capitol Region Watershed District Board of Managers for a term ending on September 30, 2026 (B2023-139).

**Attachments**

1. Capitol Region Watershed District Board of Managers Roster

**Board Roster**

**Joseph P. Collins**

**7th Term** Oct 01, 2023 - Sep 30, 2026

**Appointing Resolution** B2023-139

**Shawn Mazanec (new Last Name, Previously Murphy)**

**2nd Term** Oct 01, 2022 - Sep 30, 2025

**Appointing Resolution** B2022-200

**Rick Sanders**

**3rd Term** Oct 01, 2023 - Sep 30, 2026

**Appointing Resolution** B2023-139

**Hawona Sullivan Janzen**

**2nd Term** Oct 01, 2023 - Sep 30, 2026

**Appointing Resolution** B2023-139

**Mary E Texer**

**5th Term** Oct 01, 2022 - Sep 30, 2025

**Appointing Resolution** B2022-200

# Board of Commissioners

## Request for Board Action

**Item Number:** 2025-318

**Meeting Date:** 8/19/2025

**Sponsor:** Finance

### Title

Appointments to the Capital Improvement Program Advisory Committee

### Recommendation

Appoint the following candidates to the Capital Improvement Program Advisory Committee for terms that begin August 19, 2025 and end August 30, 2027:

- Lee Ann Lehto (District 2)
- Susan Jambor (District 5)
- Michael Austin (District 5) incumbent
- Ianni Haumas (District 6)
- Olletha Muhammad (District 5) incumbent
- Gary Bank (District 2) incumbent

### Background and Rationale

The Capital Improvement Program Advisory Committee (CIPAC) is comprised of 14 Ramsey County appointed members who advise the Ramsey County Board in setting priorities on proposed capital expenditures within Ramsey County. Involvement on CIPAC provides an opportunity for Ramsey County residents to participate in the planning process for Ramsey County's Capital Improvement Program.

There are currently six vacancies on CIPAC. Recruitment throughout the county's open appointment process resulted in seven applications. On July 14, 2025, the applications were forwarded to the Ramsey County Board of Commissioners for review. Additionally, the commissioners held interviews with each applicant, which gave the commissioners the opportunity to engage with and learn more about each applicant beyond just the review of the online applications. Between July 14 and August 1, 2025, three commissioners interviewed the applicants for final recommendation.

### County Goals (Check those advanced by Action)

☐ Well-being

☐ Prosperity

☒ Opportunity

☒ Accountability

### Racial Equity Impact

In addition to the usual recruitment for advisory committee vacancies through GovDelivery and word of mouth by advisory committee members, staff and the Ramsey County Board, the vacancies and application was promoted through an email listserv reaching numerous diverse organizations and networks. This extended promotion process is a step towards better outreach to more racially diverse and underrepresented voices that are often missed. Furthermore, the application for these vacancies were updated to focus more on the lived experiences, knowledge and skills a resident may bring along with an optional section to insert demographics to ensure we are reaching new and diverse candidates.

### Community Participation Level and Impact

Participation by and input from community members appointed to advisory groups 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**

In 2022, Ramsey County began offering compensation for residents serving on formal advisory boards and committees. Members of CIPAC have an opportunity to opt-in for a monthly \$25 gift card attendance compensation. Advisory board and committee compensation comes from Ramsey County's Community Engagement Fund.

**Last Previous Action**

On November 11, 2024, the Ramsey County Board appointed Kris Lansing and Rob Talbot to the Capital Improvement Program Advisory Committee for terms that end August 30, 2026 (Resolution B2024-213).

**Attachments**

1. Capital Improvement Program Advisory Committee Roster

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Ramsey County

Capital Improvement Program Advisory Committee (CIPAC)

Board Roster

- Lawrence Sagstetter

8th TermSep 05, 2023 - Aug 30, 2025
- Muhammad Rasheed

1st TermSep 05, 2023 - Aug 30, 2025

Appointing Resolution B2023-140
- Michael Austin

1st TermSep 05, 2023 - Aug 30, 2025

Appointing Resolution B2023-140
- Olletha Muhammad

1st TermSep 05, 2023 - Aug 30, 2025

Appointing Resolution B2023-140
- Jerrin Job Sibychan

1st TermSep 05, 2023 - Aug 30, 2025

Appointing Resolution B2023-140
- Gary Bank

5th TermSep 05, 2023 - Aug 30, 2025

Appointing Resolution B2023-140
- Niko E Le Mieux

2nd TermAug 27, 2024 - Aug 30, 2026

Position Chair

Appointing Resolution B2022-242

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□ **Arthur Talbott**  
**1st Term** Nov 05, 2024 - Aug 30, 2026  
**Appointing Resolution** B2024-213

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□ **Patrick Ohalloran**  
**1st Term** May 07, 2024 - Aug 30, 2026  
**Appointing Resolution** B2024-072

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□ **Richard Straumann**  
**1st Term** Aug 27, 2024 - Aug 30, 2026  
**Appointing Resolution** B2024-167

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□ **Clarence Patterson**  
**1st Term** Aug 27, 2024 - Aug 30, 2026  
**Appointing Resolution** B2024-167

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□ **Mazel Y Mccoy-anderson**  
**2nd Term** Aug 27, 2024 - Aug 30, 2026  
**Appointing Resolution** B2024-167

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□ **Melissa Favila**  
**1st Term** May 07, 2024 - Aug 30, 2026  
**Appointing Resolution** B2024-072

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□ **Kris Lansing**  
**1st Term** Nov 05, 2024 - Aug 30, 2026  
**Appointing Resolution** B2024-213

# Board of Commissioners

## Request for Board Action

**Item Number:** 2025-317

**Meeting Date:** 8/19/2025

**Sponsor:** Parks & Recreation

**Title**

Appointment to the Parks and Recreation Commission

**Recommendation**

Appoint Christine England to the Parks and Recreation Commission for a term beginning August 19, 2025, and ending June 4, 2026.

**Background and Rationale**

The Parks & Recreation Commission serves as an advisory group to the Parks and Recreation Department leadership. Members of the Parks Commission serve as valuable community liaisons, and provide insights on park projects, policy, racial equity and community engagement efforts. Feedback and ideas are incorporated into development projects and help connect park staff to community. Members' familiarity with the county's parks and recreation system offers a deep and rich conversation about the direction of the department. The Parks Commission has a total of 9 seats.

There is one vacancy on the Parks & Recreation Commission to complete a remaining term. There was a total of six applications. On July 14, 2025, the applications were forwarded to an interview panel, which consisted of three Ramsey County commissioners. The interview panel reviewed the applications and interviews took place between July 14, 2025 and August 1, 2025.

**County Goals** (Check those advanced by Action)

☐ Well-being      ☒ Prosperity      ☒ Opportunity      ☒ Accountability

**Racial Equity Impact**

In addition to the usual recruitment for advisory committee vacancies through GovDelivery, word of mouth by advisory committee members, staff, and the board, the vacancies and application was promoted through an email listserv reaching numerous diverse organizations and networks. The recruitment process utilized the county's social media accounts and website. This extended promotion process is a step towards better outreach to more racially diverse and underrepresented voices that are often missed. Furthermore, the application for these vacancies was updated to focus more on the lived experiences and knowledge and skills a resident may bring along with an optional section to insert demographics to ensure we are reaching new and diverse candidates.

**Community Participation Level and Impact**

Participation by and input from community members appointed to advisory groups 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**

In 2022, Ramsey County began offering compensation for residents serving on formal advisory boards.

Members of the Parks & Recreation Commission have the opportunity to opt-in for a monthly \$25 gift card attendance compensation. Advisory board compensation comes from the Community Engagement Fund.

**Last Previous Action**

On June 10, 2025, the following individuals were appointed to Parks and Recreation Commission for the term beginning June 10, 2025, and ending June 6, 2028: Jordan Nelson, Alison Long, Thomas Lemke. Vanessa Agudo and Han Zhang were also appointed for the term beginning June 10, 2025, and ending June 8, 2027. (Resolution B2025-113)

**Attachments**

1. Parks & Recreation Commission Roster

# Parks and Recreation Commission

## Board Roster

### Mike Sachi

**1st Term** Jun 06, 2023 - Jun 04, 2026

**Appointing Resolution** B2023-083

### Reier Erickson

**1st Term** Sep 05, 2023 - Jun 04, 2026

**Appointing Resolution** B2023-141

### Brian Tempas

**6th Term** Jun 02, 2024 - Jun 02, 2027

**Appointing Resolution** B2024-075

### Han Zhang

**1st Term** Jun 10, 2025 - Jun 08, 2027

**Appointing Resolution** B2025-113

### Vanessa Agudo

**1st Term** Jun 10, 2025 - Jun 08, 2027

**Appointing Resolution** B2025-113

### Jordan Nelson

**1st Term** Jun 10, 2025 - Jun 06, 2028

**Appointing Resolution** B2025-113

### Thomas Lemke

**1st Term** Jun 10, 2025 - Jun 06, 2028

**Appointing Resolution** B2025-113

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**Alison Long**

**1st Term** Jun 10, 2025 - Jun 06, 2028

**Appointing Resolution** B2025-113

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□

**Vacancy**

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2025-301

**Meeting Date:** 8/19/2025

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**Sponsor:** Parks & Recreation

**Title**

Sanitary Sewer Pipeline Right of Entry Agreement, Temporary Easement, Amendment to Permanent Easement with the Metropolitan Council for Access to Keller Lake Regional Park

**Recommendation**

1. Approve a Right of Entry Agreement with the Metropolitan Council for access to Keller Spoon Lake section of Keller Regional Park for the completion of a sanitary improvement project.
2. Authorize the Chair and Chief Clerk to execute the Right of Entry agreement.
3. Approve the Temporary Construction easement with Metropolitan Council for the proposed construction project.
4. Authorize the Chair and Chief Clerk to execute the temporary construction easement.
5. Approve the amendment of the permanent easement for the Metropolitan Council sewer infrastructure.
6. 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 Right of Entry Agreement with the Metropolitan Council.
7. Authorize the County Manager to accept compensation funds from the Metropolitan Council to be given to the Parks & Recreation department to complete work identified within the compensation section of the Right of Entry Agreement with Metropolitan Council.
8. Authorize the County Manager to establish a project number for restoration compensation funds.

**Background and Rationale**

The Metropolitan Council (Met Council) operates an existing underground sanitary sewer utility that currently runs through the Keller Spoon Lake section of Keller Regional Park. The Met Council has a need to undertake a public improvement project (MCES Project No. 808614), for rehabilitation of 8151 Siphon Rehabilitation Project within the park for the purposes of maintaining existing infrastructure and protecting public health and the environment. The anticipated project timeline is October 1, 2025, through December 31, 2026.

The Met Council has prepared project plans, specifications, and necessary agreements in coordination with Parks and the Ramsey County Attorney's Office. The project includes replacement and/or rehabilitation of manhole structures and interceptor sewers, vegetation removal, site and trail repairs, restoration and may also include the installation and operation of temporary conveyance systems (pumps and piping). Access to the Met Council manhole locations in the park will require utilization of an existing easement and temporary construction to gain access to the existing Met Council sanitary sewer easement area.

The Right of Entry Agreement enables the required rehabilitation work to be completed on county property, provides access locations and establishes construction requirements for the sanitary sewer project. Construction staging for equipment and materials will not be allowed within the park unless authorized by county staff. Met Council will notify Parks & Recreation 72 hours prior to the start of construction. Met Council will be responsible for all restoration costs of impacted areas including hard surface bituminous and concrete pavement areas, turf, natural areas, and park related site amenities within the project area.

The Temporary Construction Easement area, for purposes of constructing the project, may include staging construction materials and equipment, banking soil or project debris, construction project staff parking, installation of utilities, or other specific purposes.

The Amendment to Easement Agreement is required to establish appropriate area for the for the existing infrastructure which was found to be misaligned to the existing permeant easement.

A compensation agreement has been developed as part of the Right of Access agreement and is included within the agreement as an Exhibit B Compensation. The total amount of compensation is estimated at \$45,941. To complete agreed upon restoration activities, Parks & Recreation is requesting a project number be established to hold the funds so county staff and its contractors, can utilize them to complete tree planting restoration, landscape planting and maintenance, and post project restoration. Met Council will compensate the county based on final project unit prices and final quantities after work is completed in the spring of 2027. The Met Council has also prepared documentation for the temporary construction easement and an amendment to the permanent easement including legal description, appraisal, and compensation offer for the acceptance by the county. The easement compensation offer is \$1,000 and is not part of the restoration compensation identified for the site.

**County Goals** (Check those advanced by Action)

☐ Well-being

☐ Prosperity

☒ Opportunity

☒ Accountability

**Racial Equity Impact**

This is a Met Council project that requires access to county property; however, this project will have a regional impact. By providing improved service delivery for businesses and residents that connect to this sanitary sewer utility, the project supports investments in the infrastructure of regional park systems that benefit all residents. This investment in a neighborhood where demographics are shifting to become more racially diverse will support the long-term wellbeing of communities of color and contribute to greater racial equity goals.

**Community Participation Level and Impact**

There was no county related community participation related to the Right of Entry Agreement. This is a Met Council led project regarding sanitary sewer utility improvements. Prior to the start of the project, the Met Council will add this project to their sanitary sewer construction project list to notify residents of the community of project activities at: <https://metro council.org/wastewater-water/projects/sewer-planning-construction.aspx>

☒ Inform

☐ Consult

☐ Involve

☐ Collaborate

☐ Empower

**Fiscal Impact**

The Met Council is responsible for all project costs within Exhibit B Compensation section of the agreement. A compensation section has been developed and is included within the agreement as an exhibit. The Met Council will compensate the county based on final project unit prices and final quantities after work is completed in the spring of 2027. The total amount of work is estimated at \$45,941, tree replacement, landscape planting and maintenance, and post construction. after work is completed in the summer of 2026. Parks is requesting a project funding code in this request.

The Met Council has also prepared documentation for the temporary construction easement and an amendment to the permanent easement including legal description, appraisal, and compensation offer for the acceptance by the County. The easement compensation offer is \$1,000 and is not part of the restoration compensation identified for the tree mitigation and site restoration.

**Last Previous Action**

None

**Attachments**

1. Right of Entry Agreement
2. Temporary Construction Easement
3. Permanent Easement
4. Offer Letter
5. Appraisal

## TEMPORARY RIGHT-OF-ENTRY AGREEMENT

### 8151 Siphon Rehabilitation Project MCES Project No. 808614

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 Metropolitan Council, a public corporation and political subdivision of the State of Minnesota (“**Council**”) (each singularly “**Party**” and jointly “**Parties**”).

WHEREAS, the County owns real property located within the Spoon Lake section of Keller Regional Park in Maplewood, MN (“**Park**”), and

WHEREAS, the Council has a need to undertake a public improvement project, 8151 Siphon Improvements, in the Park for the purposes of maintaining existing infrastructure and protecting public health and the environment as more fully set forth on Exhibit A (the “**Project**”), and

WHEREAS, the Council intends to contract for the Project through a public bidding process, with construction work commencing October 1, 2025.

WHEREAS, for purposes of conducting the Project, the County is willing to grant the Council 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 the Council 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 October 1, 2025 through Dec. 31, 2026 (the “**Access Period**”), unless extended by written agreement signed by the Parties’ authorized representatives. During the Access Period, the Council and contractors shall have the right to enter the Work Area for purposes of the Project.
3. **Compensation.** The Council will compensate the County for the appraised value of trees to be removed outside the existing Council permanent easement area as identified in Exhibit B. Total reimbursement will be based on final quantity of trees removed. The Council 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.

The Council 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. The Council 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 rehabilitation of siphon pipes, manhole structures and site restoration as defined in Exhibit A. Access to the Council structure locations in the Park will use established access routes. The Council or its contractors will be responsible for all necessary permitting for Project work, including all necessary traffic control. Council 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 the Council. The Council will require its contractors to remove the agreed upon trees at the start of construction. The Council will compensate the County for tree removals based on appraised value as defined in Exhibit B and which is outside the Council existing permanent access and sanitary sewer easements. The County will not replant trees within Council'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. The Council 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. The Council 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.** The Council 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. Council shall cause its contractor to provide written request for acceptance inspection after 60-day establishment period. The Council or its contractors will notify the County prior to performing maintenance items.
10. **Public Access.** Trail closures are not anticipated with the Project and access to the boat launch and boat launch parking lot will be maintained at all times. If trail closures, detours and limits to park access are necessary for public safety County approval is required. The Council will notify the public via on-site signage, Council website and social media at least 2-weeks prior to construction and 1 week prior to any trail closures or limits to park access. The Council shall be responsible for providing, installing and removing trail construction signs. Council 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.** The Council 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. The Council will notify the public via on-site signage, Council website and social media at least 2-weeks prior to construction 1 week prior to any trail closures or limits to park access. The Council 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. **Council and Contractor Insurance.** The Council 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:

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

Council 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."*

The Council 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

**Metropolitan Council – Environmental Services Division:**

Name: Jeny Baroda  
Address: 3565 Kennebec Drive, Eagan, MN 55122  
Email: Jeny.Baroda@metc.state.mn.us  
Phone: (651) 602-4507

**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 the Council 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

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Rafael Ortega  
Its Chair

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
Jason Yang  
Its Chief Clerk

Approval Recommended by:

  
\_\_\_\_\_  
Park and Recreation Director

Approved as to form:

  
\_\_\_\_\_  
Assistant County Attorney

**Signature Page for Metropolitan Council**

**METROPOLITAN COUNCIL**

Dated: 07/16/2025

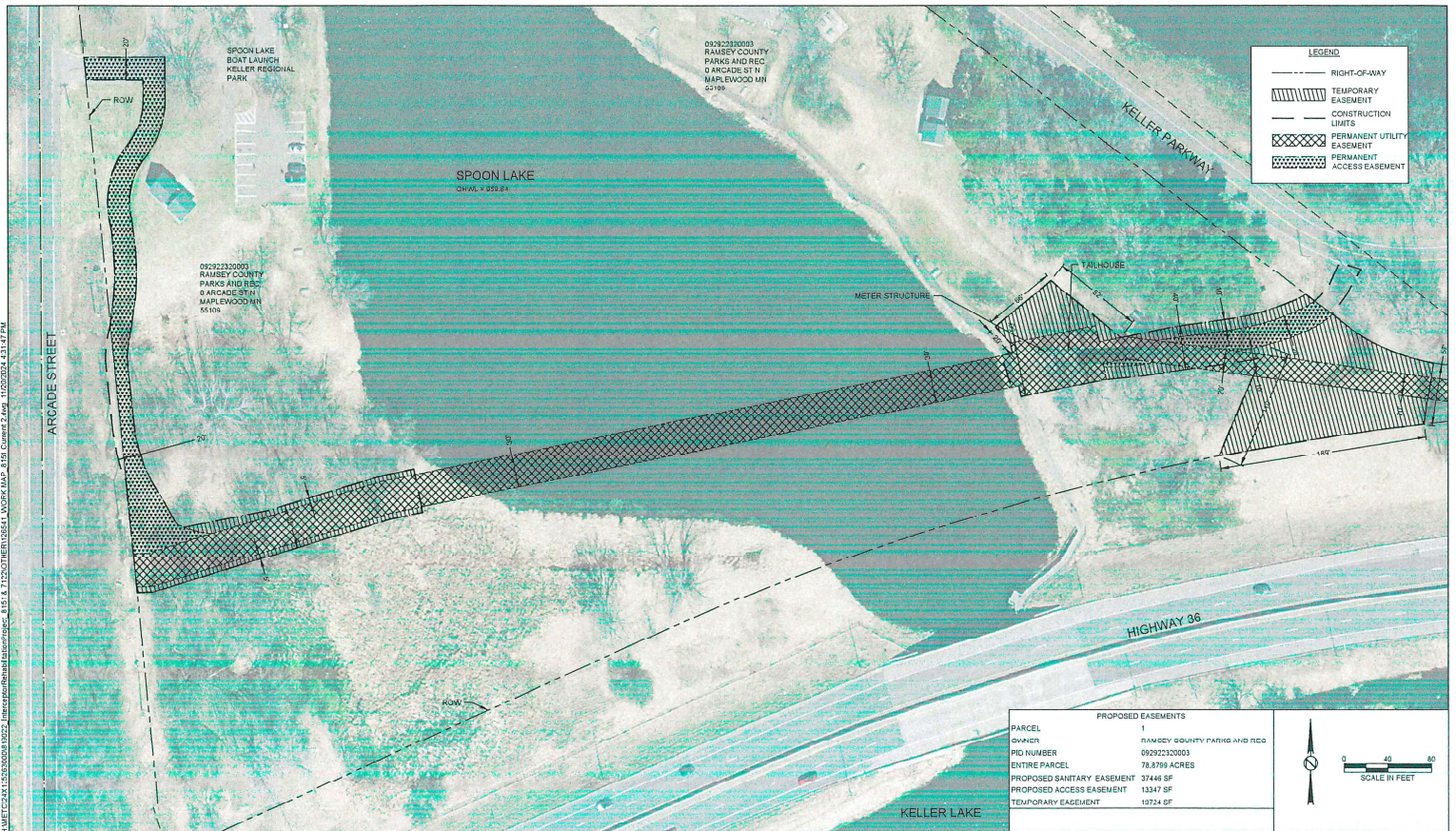
By:   
Leisa Thompson  
General Manager of Environmental Services

## EXHIBIT A WORK AREA



8151 INTERCEPTOR REHABILITATION PROJECT  
METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES

EXHIBIT A - WORK AREA  
FEBRUARY 2025

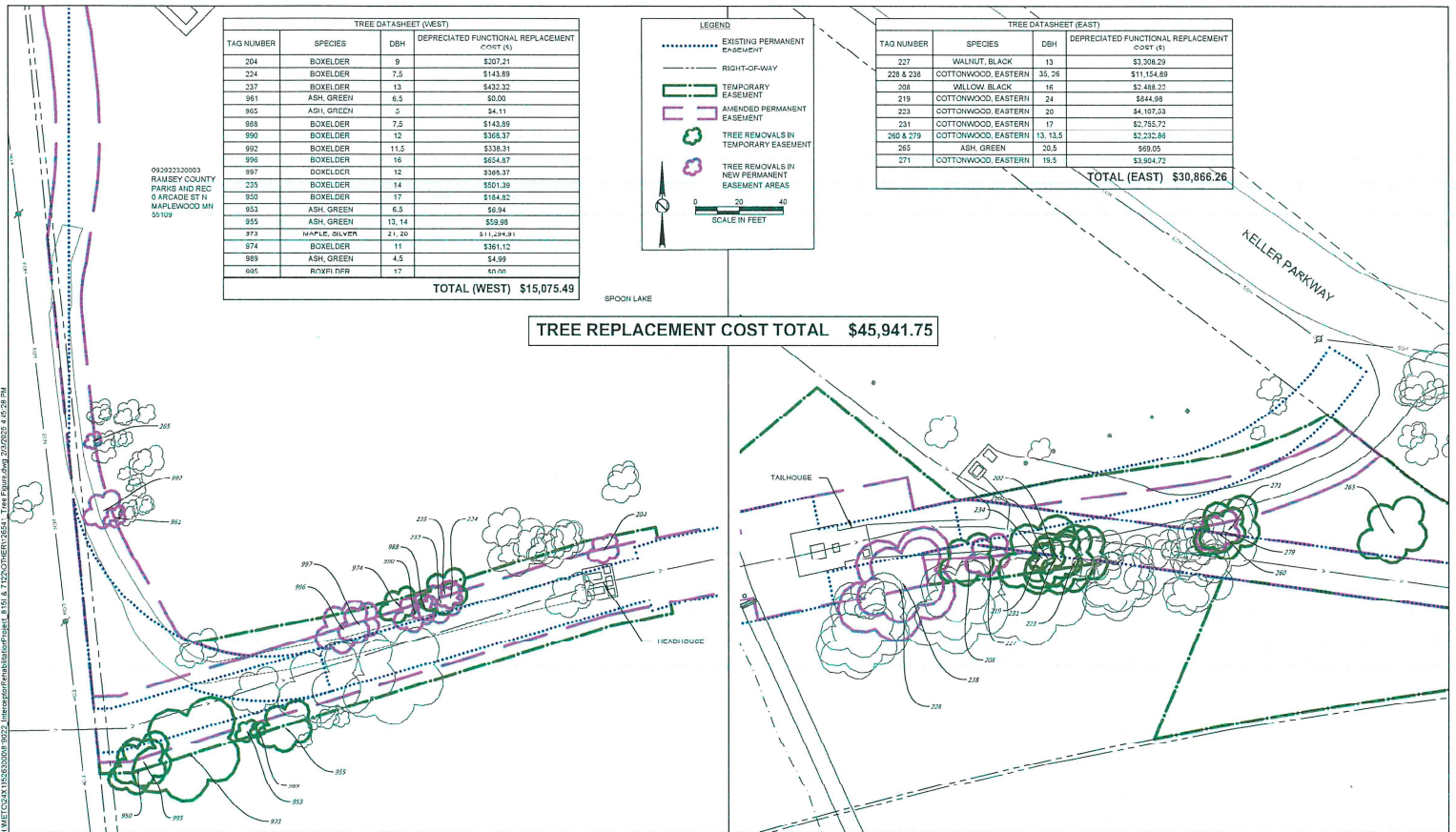


**EXHIBIT B**  
**TREE INVENTORY, VALUATION, AND COMPENSATION**



**8151 INTERCEPTOR REHABILITATION PROJECT**  
METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES

**EXHIBIT B - TREE INVENTORY & VALUATION**  
FEBRUARY 2025



(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 the Metropolitan Council, a public corporation and political subdivision of the State of 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 regional sanitary sewer infrastructure; and

**WHEREAS**, Grantee is making improvements to its sewer infrastructure on the Property, which project is called the Siphon Rehabilitation for Spoon Lake (“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 #819022-8151  
Form ver. Feb 2022

1 of 9

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 August 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: Metropolitan Council  
390 Robert Street North  
Saint Paul, MN 55101-1805  
Attn: Real Estate Office

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.

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.

*The remainder of this page is intentionally left blank.*

**METROPOLITAN COUNCIL,**  
a public corporation and political subdivision of the  
State of Minnesota,

By: \_\_\_\_\_  
Title: Director of Real Estate

STATE OF MINNESOTA   )  
  ) ss  
COUNTY OF RAMSEY    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2025 by Kelly Jameson, the Director of Real Estate on behalf of the Metropolitan  
Council.

\_\_\_\_\_  
Notary Public

[notary stamp]

This instrument drafted by:

Office of the General Counsel  
Metropolitan Council  
390 North Robert Street  
Saint Paul, MN 55101

COUNTY OF RAMSEY

By\_\_\_\_\_

Its \_\_\_\_\_

And\_\_\_\_\_

Its \_\_\_\_\_

STATE OF MINNESOTA            )  
  )ss.  
COUNTY OF \_\_\_\_\_  )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_  
of the County of Ramsey, a political subdivision of the State of Minnesota, on its behalf.

\_\_\_\_\_  
Notary Public

[Notary stamp]

## **EXHIBIT A**

### **Legal Description of the Property**

Commencing at a point on the South line of Section 9, Township 29, North of Range 22 West of the 4th Principal Meriden distant 780 feet East from the Southwest corner of said Section 9; running thence North 21 degrees 58 minutes East, 181.85 feet; thence North 2 degrees 19 minutes West, 124.6 feet; thence North 23 degrees 32 feet West, 212.5 feet; thence North 25 degrees 9 minutes West, 319 feet; thence North 25 degrees 24 minutes West, 434.8 feet; thence North 42 degrees 16 minutes West, 186.9 feet; thence North 36° West, 172.13 feet; thence North 16 degrees 43 minutes West, a distance of 247 feet; thence West 71.42 feet to the East line of Arcade Street; thence North along the said East line of Arcade Street 875.5 feet more or less to the East and West Quarter line of said Section 9; thence East along the said Quarter line 683 feet; thence South 52 degrees 10 minutes East 1768.10 feet; thence on a curve to the right with a radius of 400 feet, 513.02 feet; thence South 21 degrees 24 minutes West 1165 feet to the South line of said Section 9; thence West along said South line of said Section 9, 1050.5 feet to the point of commencement.

## EXHIBIT B

### Temporary Construction Easement Area Legal Description

A temporary easement for construction purposes over, under and across the hereinafter described Parcel A, described as follows:

Commencing at the northwest corner of the Southwest Quarter of Section 9, Township 29 North, Range 22 West of the 4th Principal Meridian, Ramsey County, Minnesota; thence on an assumed bearing of South 00 degrees 14 minutes 47 seconds East along the west line of said Southwest Quarter, a distance of 665.00 feet; thence North 88 degrees 47 minutes 17 seconds East, a distance of 98.01 feet; thence North 73 degrees 09 minutes 09 seconds East, a distance of 227.27 feet; thence North 78 degrees 39 minutes 57 seconds East, a distance of 30.04 feet to the point of beginning of the easement to be described; thence South 11 degrees 20 minutes 03 seconds East, a distance of 20.00 feet; thence South 78 degrees 39 minute 57 seconds West, a distance of 29.07 feet; thence South 73 degrees 09 minutes 09 seconds West, a distance of 229.06 feet; thence South 88 degrees 47 minutes 17 seconds West, a distance of 101.09 feet to said west line; thence North 00 degrees 14 minutes 47 seconds West along said west line, a distance of 36.23 feet; thence North 79 degrees 05 minutes 53 seconds East, a distance of 201.02 feet; thence North 76 degrees 08 minutes 49 seconds East, a distance of 21.91 feet; thence North 73 degrees 09 minutes 09 seconds East, a distance of 96.16 feet; thence North 78 degrees 39 minutes 57 seconds East, a distance of 31.00 feet; thence South 11 degrees 20 minutes 03 seconds East, a distance of 20.00 feet to said point of beginning.

EXCEPT those parts thereof lying within the above-described 30.00 foot perpetual sanitary sewer easement, and the last two above-described perpetual access easements.

AND

A temporary easement for construction purposes over, under and across the hereinafter described Parcel A, described as follows:

Commencing at the northwest corner of the Southwest Quarter of Section 9, Township 29 North, Range 22 West of the 4th Principal Meridian, Ramsey County, Minnesota; thence on an assumed bearing of South 00 degrees 14 minutes 47 seconds East along the west line of said Southwest Quarter, a distance of 665.00 feet; thence North 88 degrees 47 minutes 17 seconds East, a distance of 98.01 feet; thence North 73 degrees 09 minutes 09 seconds East, a distance of 227.27 feet; thence North 78 degrees 39 minutes 57 seconds East, a distance of 589.09 feet to the point of beginning of the easement to be described; thence North 11 degrees 20 minutes 03 seconds West, a distance of 25.00 feet; thence North 42 degrees 29 minutes 07 seconds West, a distance of 19.96 feet; thence North 50 degrees 48 minutes 40 seconds East, a distance of 65.66 feet; thence South 51 degrees 19 minutes 59 seconds East, a distance of 81.93 feet; thence North 76 degrees 32 minutes 08 seconds East, a distance of 27.03 feet; thence North 82 degrees 06 minutes 29 seconds East, a distance of 76.24 feet; thence easterly a distance of 51.78 feet along a tangential curve, concave to the north, having a radius of 202.00 feet and a central angle of 14 degrees 41 minutes 16 seconds; thence North 67 degrees 25 minutes 12 seconds East, tangent to said curve, a distance of 9.44 feet; thence northeasterly a distance of 10.57 feet along a tangential curve, concave to the

northwest, having a radius of 43.00 feet and a central angle of 14 degrees 04 minutes 57 seconds, to the southwesterly right-of-way line of Keller Parkway North; thence southeasterly along said southwesterly right-of-way line, a distance of 134.40 feet; thence South 09 degrees 12 minutes 24 seconds West, a distance of 56.53 feet to the northerly right-of-way line of State Highway No. 36; thence westerly along said northerly right-of-way line, a distance of 189.23 feet; thence North 23 degrees 09 minutes 11 seconds East, a distance of 79.39 feet; thence North 82 degrees 28 minutes 14 seconds West, a distance of 53.13 feet; thence South 82 degrees 06 minutes 29 seconds West, a distance of 54.24 feet; thence South 84 degrees 33 minutes 11 seconds West, a distance of 28.45 feet; thence North 83 degrees 58 minutes 49 seconds West, a distance of 83.82 feet to said point of beginning. EXCEPT those parts thereof lying within the above-described perpetual sanitary sewer easements, and the first above-described perpetual access easement.

## **EXHIBIT C**

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

Project: 808614


Parcel: 1

County: Ramsey

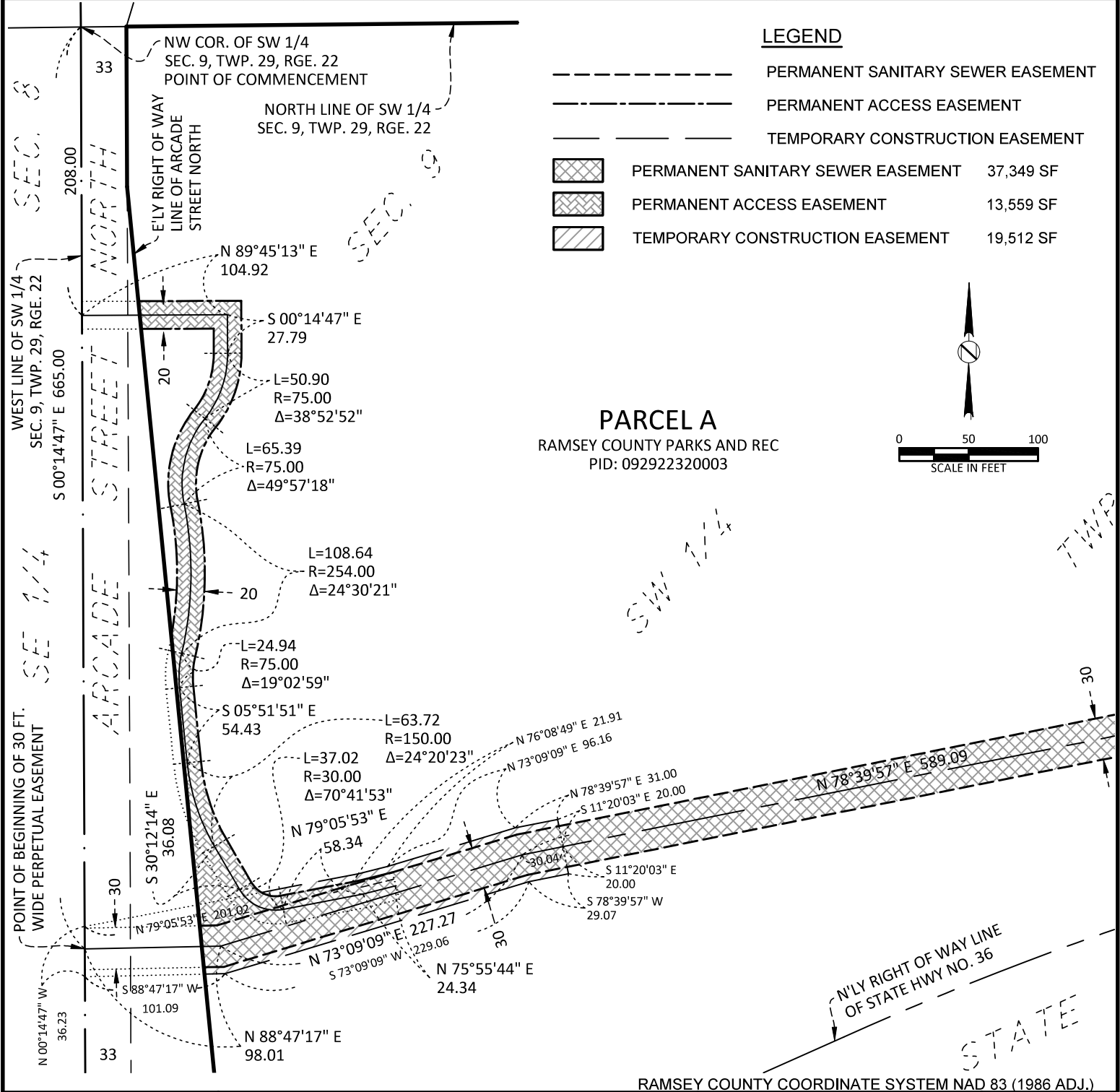
Owner: Ramsey County Parks & Rec


Address: 0 Arcade St. N., Maplewood, MN

PID: 092922320003




METROPOLITAN  
COUNCIL





**BOLTON & MENK**

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.

SIGNATURE:   
PRINTED NAME: ERIC R. WILFAHRT  
DATE: 2/12/2024  
REVISED: 9/27/2024 & 5/6/2025 - Easement Description & Graphic

CREATED BY

BOLTON & MENK, INC.

DATE

05/06/2025

RAMSEY COUNTY COORDINATE SYSTEM NAD 83 (1986 ADJ.)

42

SHEET 4 OF 5 SHEETS

Project: 808614

Parcel: 1

County: Ramsey

Owner: Ramsey County Parks & Rec

Address: 0 Arcade St. N., Maplewood, MN

PID: 092922320003



### LEGEND

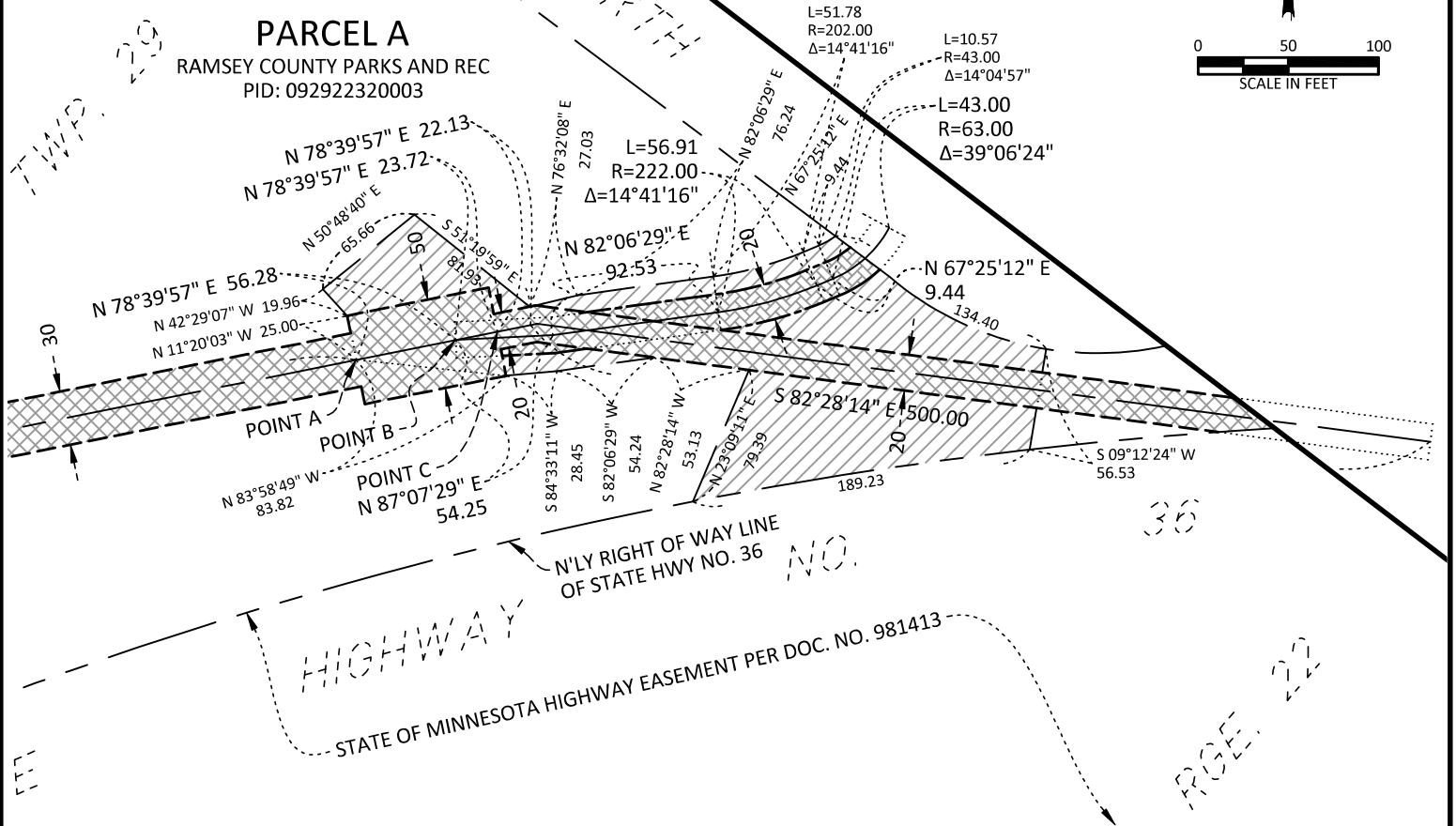
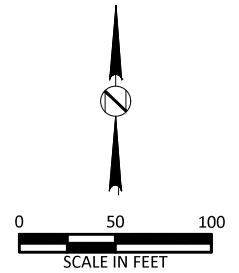
	PERMANENT SANITARY SEWER EASEMENT	
	PERMANENT ACCESS EASEMENT	
	TEMPORARY CONSTRUCTION EASEMENT	
	PERMANENT SANITARY SEWER EASEMENT	37,349 SF
	PERMANENT ACCESS EASEMENT	13,559 SF
	TEMPORARY CONSTRUCTION EASEMENT	19,512 SF

NORTH LINE OF SW 1/4  
SEC. 9, TWP. 29, RGE. 22

KELLER PARKWAY NORTH  
SW'LY RIGHT OF WAY LINE OF  
KELLER PARKWAY NORTH

### PARCEL A

RAMSEY COUNTY PARKS AND REC  
PID: 092922320003



RAMSEY COUNTY COORDINATE SYSTEM NAD 83 (1986 ADJ.)



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.

SIGNATURE:   
PRINTED NAME: ERIC R. WILFAHRT  
DATE: 2/12/2024  
REVISED: 9/27/2024 & 5/6/2025 - Easement Description & Graphic

LIC. NO. 46166

CREATED BY

BOLTON & MENK, INC.

DATE

05/06/2025

(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 the Metropolitan Council, a public corporation and political subdivision under the laws of the State of Minnesota ("Grantee").

**WITNESSETH:**

**WHEREAS**, Grantor and Grantee executed that certain Easement Agreement, dated March 11, 1985, recorded with the Ramsey County Recorder's Office on July 12, 1985, as Document No. 2273198 ("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.

**METROPOLITAN COUNCIL,**  
a public corporation and political subdivision under  
the laws of the State of Minnesota,

By: \_\_\_\_\_  
Kelly Jameson  
Title: Director of Real Estate

STATE OF MINNESOTA        )  
  )ss.  
COUNTY OF RAMSEY        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Kelly Jameson, Director of Real Estate of the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota, on its behalf.

\_\_\_\_\_  
Notary Public

GRANTOR:

COUNTY OF RAMSEY

By: \_\_\_\_\_

Its: \_\_\_\_\_


STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, its \_\_\_\_\_ of the County of Ramsey, a political subdivision of the State of Minnesota, on its behalf.

\_\_\_\_\_  
Notary Public

This instrument was drafted by:  
Office of General Counsel  
Metropolitan Council  
390 North Robert Street  
Saint Paul, MN 55101

## **Exhibit A**

Project: 808614	Owner: Ramsey County Parks & Rec	
Parcel: 1	Address: 0 Arcade St. N., Maplewood, MN	
County: Ramsey	PID: 092922320003	

PROPOSED EASEMENT DESCRIPTIONS

A 30.00 foot wide perpetual easement for sanitary sewer purposes over, under and across the hereinafter described Parcel A, the centerline of said perpetual easement is described as follows:

Commencing at the northwest corner of the Southwest Quarter of Section 9, Township 29 North, Range 22 West of the 4th Principal Meridian, Ramsey County, Minnesota; thence on an assumed bearing of South 00 degrees 14 minutes 47 seconds East along the west line of said Southwest Quarter, a distance of 665.00 feet to the point of beginning of the centerline to be described; thence North 88 degrees 47 minutes 17 seconds East, a distance of 98.01 feet; thence North 73 degrees 09 minutes 09 seconds East, a distance of 227.27 feet to a point hereinafter referred to as "Point A"; thence North 78 degrees 39 minutes 57 seconds East, a distance of 589.09 feet to a point hereinafter referred to as "Point B", and said centerline there terminating.

AND

Together with a 50.00 foot wide perpetual easement for sanitary sewer purposes over, under and across the hereinafter described Parcel A, the centerline of said perpetual easement is described as follows:

Beginning at the aforementioned "Point B"; thence North 78 degrees 39 minutes 57 seconds East, a distance of 56.28 feet to a point hereinafter referred to as "Point C"; thence continuing North 78 degrees 39 minutes 57 seconds East, a distance of 23.72 feet to a point hereinafter referred to as "Point D", and said centerline there terminating.

AND

Together with a 20.00 foot wide perpetual easement for sanitary sewer purposes over, under and across the hereinafter described Parcel A, the centerline of said perpetual easement is described as follows:

Beginning at the aforementioned "Point D"; thence North 78 degrees 39 minutes 57 seconds East, a distance of 18.74 feet; thence South 82 degrees 33 minutes 47 seconds East, a distance of 500.00 feet, and said centerline there terminating.

EXCEPT that part lying within the existing highway right-of-way of State Highway No. 36.

AND

Together with a 20.00 foot wide perpetual easement for sanitary sewer purposes over, under and across the hereinafter described Parcel A, the centerline of said perpetual easement is described as follows:



Beginning at the aforementioned "Point C"; thence North 87 degrees 07 minutes 29 seconds East, a distance of 54.25 feet ; thence North 82 degrees 06 minutes 29 seconds East, a distance of 92.53 feet; thence northeasterly a distance of 56.91 feet along a tangential curve, concave to the northwest, having a radius of 222.00 feet, and a central angle of 14 degrees 41 minutes 16 seconds; thence North 67 degrees 25 minutes 12 seconds East, tangent to said curve, a distance of 9.44 feet; thence northeasterly a distance of 43.00 feet along a tangential curve, concave to the northwest, having a radius of 63.00 feet, and a central angle of 39 degrees 06 minutes 24 seconds, and said centerline there terminating.


EXCEPT that part lying within the existing road right-of-way of Keller Parkway North.

AND

(continued on Sheet 2 of 5 Sheets)

RAMSEY COUNTY COORDINATE SYSTEM NAD 83 (1986 ADJ.)

	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.	CREATED BY  BOLTON & MENK, INC.	DATE  05/06/2025
	SIGNATURE:  PRINTED NAME: ERIC R. WILFAHRT DATE: 2/12/2024 REVISED: 9/27/2024 & 5/6/2025 - Easement Description & Graphic LIC. NO. 46166		

Project:	808614	Owner:	Ramsey County Parks & Rec	
Parcel:	1	Address:	0 Arcade St. N., Maplewood, MN	
County:	Ramsey	PID:	092922320003	

Together with a 20.00 foot wide perpetual easement for sanitary sewer purposes over, under and across the hereinafter described Parcel A, the centerline of said perpetual easement is described as follows:

Beginning at the aforementioned "Point A"; thence South 76 degrees 08 minutes 49 seconds West, a distance of 118.40 feet ; thence South 79 degrees 05 minutes 53 seconds West, a distance of 58.34 feet; thence northwesterly a distance of 37.02 feet along a tangential curve, concave to the northeast, having a radius of 30.00 feet, and a central angle of 70 degrees 41 minutes 53 seconds; thence North 30 degrees 12 minutes 14 seconds West, tangent to said curve, a distance of 36.08 feet; thence northwesterly a distance of 63.72 feet along a tangential curve, concave to the northeast, having a radius of 150.00 feet, and a central angle of 24 degrees 20 minutes 23 seconds; thence North 05 degrees 51 minutes 51 seconds West, tangent to last described curve, a distance of 54.43 feet; thence northerly a distance of 24.94 feet along a tangential curve, concave to the east, having a radius of 75.00 feet, and a central angle of 19 degrees 02 minutes 59 seconds; thence northerly a distance of 108.64 feet along a reverse curve, concave to the west, having a radius of 254.00 feet, and a central angle of 24 degrees 30 minutes 21 seconds; thence northeasterly a distance of 65.39 feet along a reverse curve, concave to the southeast, having a radius of 75.00 feet, and a central angle of 49 degrees 57 minutes 18 seconds; thence northeasterly a distance of 50.90 feet along a reverse curve, concave to the northwest, having a radius of 75.00 feet, and a central angle of 38 degrees 52 minutes 52 seconds; thence North 00 degrees 14 minutes 47 seconds West, tangent to last described reverse curve, a distance of 25.80 feet; thence South 89 degrees 18 minutes 30 seconds West, a distance of 104.92 feet to the west line of the Southwest Quarter of Section 9, Township 29 North, Range 22 West of the 4th Principal Meridian, Ramsey County, Minnesota, and said centerline there terminating.

AND

Together with a perpetual easement for sanitary sewer purposes over, under and across the hereinafter described Parcel A, lying northerly of the above-described 30.00 foot perpetual easement, and lying southwesterly and westerly of the last above-described 20.00 foot perpetual easement.

AND

A temporary easement for construction purposes over, under and across the hereinafter described Parcel A, described as follows:

Commencing at the northwest corner of the Southwest Quarter of Section 9, Township 29 North, Range 22 West of the 4th Principal Meridian, Ramsey County, Minnesota; thence on an assumed bearing of South 00 degrees 14 minutes 47 seconds East along the west line of said Southwest Quarter, a distance of 665.00 feet; thence North 88 degrees 47 minutes 17 seconds East, a distance of 98.01 feet; thence North 73 degrees 09 minutes 09 seconds East, a distance of 227.27 feet; thence North 78 degrees 39 minutes 57 seconds East, a distance of 30.04 feet to the point of beginning of the easement to be described; thence South 11 degrees 20 minutes 03 seconds East, a distance of 20.00 feet; thence South 78 degrees 39 minute 57 seconds West, a distance of 29.07 feet; thence South 73 degrees 09 minutes 09 seconds West, a distance of 229.06 feet; thence South 88 degrees 47 minutes 17 seconds West, a distance of 101.09 feet to said west line; thence North 00 degrees 14 minutes 47 seconds West along said west line, a distance of 36.23 feet; thence North 79 degrees 05 minutes 53 seconds East, a distance of 201.02 feet; thence North 76 degrees 08 minutes 49 seconds East, a distance of 21.91 feet; thence North 73 degrees 09 minutes 09 seconds East, a distance of 96.16 feet; thence North 78 degrees 39 minutes 57 seconds East, a distance of 31.00 feet; thence South 11 degrees 20 minutes 03 seconds East, a distance of 20.00 feet to said point of beginning.

EXCEPT that part thereof lying within the above-described perpetual easements.

AND

A temporary easement for construction purposes over, under and across the hereinafter described Parcel A, described as follows:



Commencing at the northwest corner of the Southwest Quarter of Section 9, Township 29 North, Range 22 West of the 4th Principal Meridian, Ramsey County, Minnesota; thence on an assumed bearing of South 00 degrees 14 minutes 47 seconds East along the west line of said Southwest Quarter, a distance of 665.00 feet; thence North 88 degrees 47 minutes 17 seconds East, a distance of 98.01 feet; thence North 73 degrees 09 minutes 09 seconds East, a distance of 227.27 feet; thence North 78 degrees 39 minutes 57 seconds East, a distance of 589.09 feet to the point of beginning of the easement to be described; thence North 11 degrees 20 minutes 03 seconds West, a distance of 25.00 feet; thence North 42 degrees 29 minutes 07 seconds West, a distance of 19.96 feet; thence North 50 degrees 48 minutes 40 seconds East, a distance of 65.66 feet; thence South 51 degrees 19 minutes 59 seconds East, a distance of 81.93 feet; thence North 76 degrees 32 minutes 08 seconds East, a distance of 27.03 feet; thence North 82 degrees 06 minutes 29 seconds East, a distance of 76.24 feet; thence easterly a distance of 51.78 feet along a tangential curve, concave to the north, having a radius of 202.00 feet, and a central angle of 14 degrees 41 minutes 16 seconds; thence North 67 degrees 25 minutes 12 seconds East, tangent to said curve, a distance of 9.44 feet; thence northeasterly a distance of 10.57 feet along a tangential curve, concave to the northwest, having a radius of 43.00 feet, and a central angle of 14 degrees 04 minutes 57 seconds, to the southwesterly right-of-way line of Keller Parkway North; thence southeasterly along said southwesterly right-of-way line, a distance of 134.40 feet; thence South 09 degrees 12 minutes 24 seconds West, a distance of 56.53 feet to the northerly right-of-way line of State Highway No. 36; thence westerly along said northerly right-of-way line, a distance of 189.23 feet; thence North 23 degrees 09 minutes 11 seconds East, a distance of 78.46 feet; thence North 82 degrees 33 minutes 47 seconds West, a distance of 56.46 feet; thence South 82 degrees 06 minutes 29 seconds West, a distance of 50.52 feet; thence South 84 degrees 33 minutes 11 seconds West, a distance of 28.45 feet; thence North 83 degrees 58 minutes 49 seconds West, a distance of 83.82 feet to said point of beginning.


EXCEPT that part thereof lying within the above-described perpetual easements.

Said temporary easements shall expire on \_\_\_\_\_.

(continued on Sheet 3 of 5 Sheets)

RAMSEY COUNTY COORDINATE SYSTEM NAD 83 (1986 ADJ.)

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	SIGNATURE:  PRINTED NAME: ERIC R. WILFAHRT DATE: 2/12/2024 REVISED: 9/27/2024 & 5/6/2025 - Easement Description & Graphic		

Project: 808614	Owner: Ramsey County Parks & Rec	
Parcel: 1	Address: 0 Arcade St. N., Maplewood, MN	
County: Ramsey	PID: 092922320003	



Parcel A

That part of the Southwest Quarter of Section 9, Township 29 North, Range 22 West, Ramsey County, Minnesota, described as follows:

Commencing at a point on the south line of said Section 9, a distance of 780 feet east of the southwest corner of said Section 9; thence North 2158 " East a distance of 181.85 feet to a point; thence North 219 " West a distance of 124.6 feet to a point; thence North 2332 " West a distance of 212.5 feet to a point; thence North 2509 " West a distance of 391 feet to a point; thence North 2524 " West a distance of 434.8 feet to a point; thence North 4216" West a distance of 186.9 feet to a point; thence North 36" West a distance of 172.13 feet to a point; thence North 1643 " West a distance of 247 feet to a point; thence West a distance of 71.42 feet to the East line of Arcade Street; thence North along the said East line of Arcade Street a distance of 875.5 feet to the East and West quarter line of said Section 9; thence East along said one quarter line a distance of 683 feet to a point; thence South 5210 " East a distance of 1768.1 feet to a point; thence on a curve to the right with a radius of 400 feet a distance of 513.02 feet; thence South 2124" West a distance of 1165 feet to a point on the south line of said Section 9; thence West along said south line of said Section 9 a distance of 1050.5 feet to the place of beginning; except that part thereof which lies westerly of the following described line:

Beginning at a point on the west line of said Section 9, distant 875.5 feet south of the West Quarter corner thereof; thence run easterly at right angles to said west section line for 104.42 feet; thence run northwesterly to a point which is 33 feet east (measured at right angles) from a point on the west line of said Section 9, distant 115.5 feet south of the West Quarter corner thereof and there terminating.

RAMSEY COUNTY COORDINATE SYSTEM NAD 83 (1986 ADJ.)

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	SIGNATURE:  PRINTED NAME: ERIC R. WILFAHRT DATE: 2/12/2024 REVISED: 9/27/2024 & 5/6/2025 - Easement Description & Graphic LIC. NO. 46166		

Project: 808614


Parcel: 1

County: Ramsey

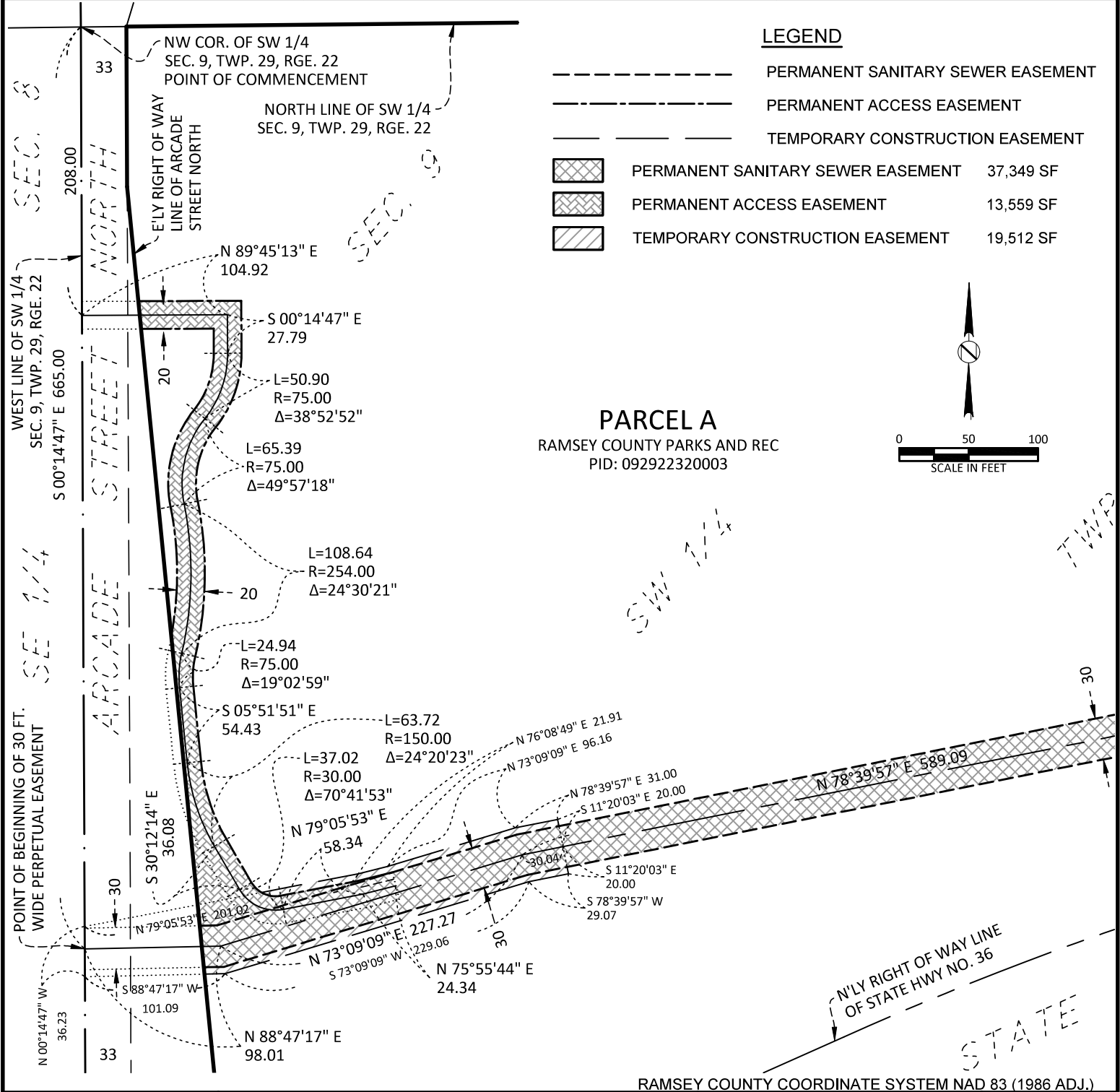
Owner: Ramsey County Parks & Rec

Address: 0 Arcade St. N., Maplewood, MN

PID: 092922320003



METROPOLITAN  
COUNCIL



Project: 808614

Parcel: 1

County: Ramsey

Owner: Ramsey County Parks & Rec

Address: 0 Arcade St. N., Maplewood, MN

PID: 092922320003



### LEGEND

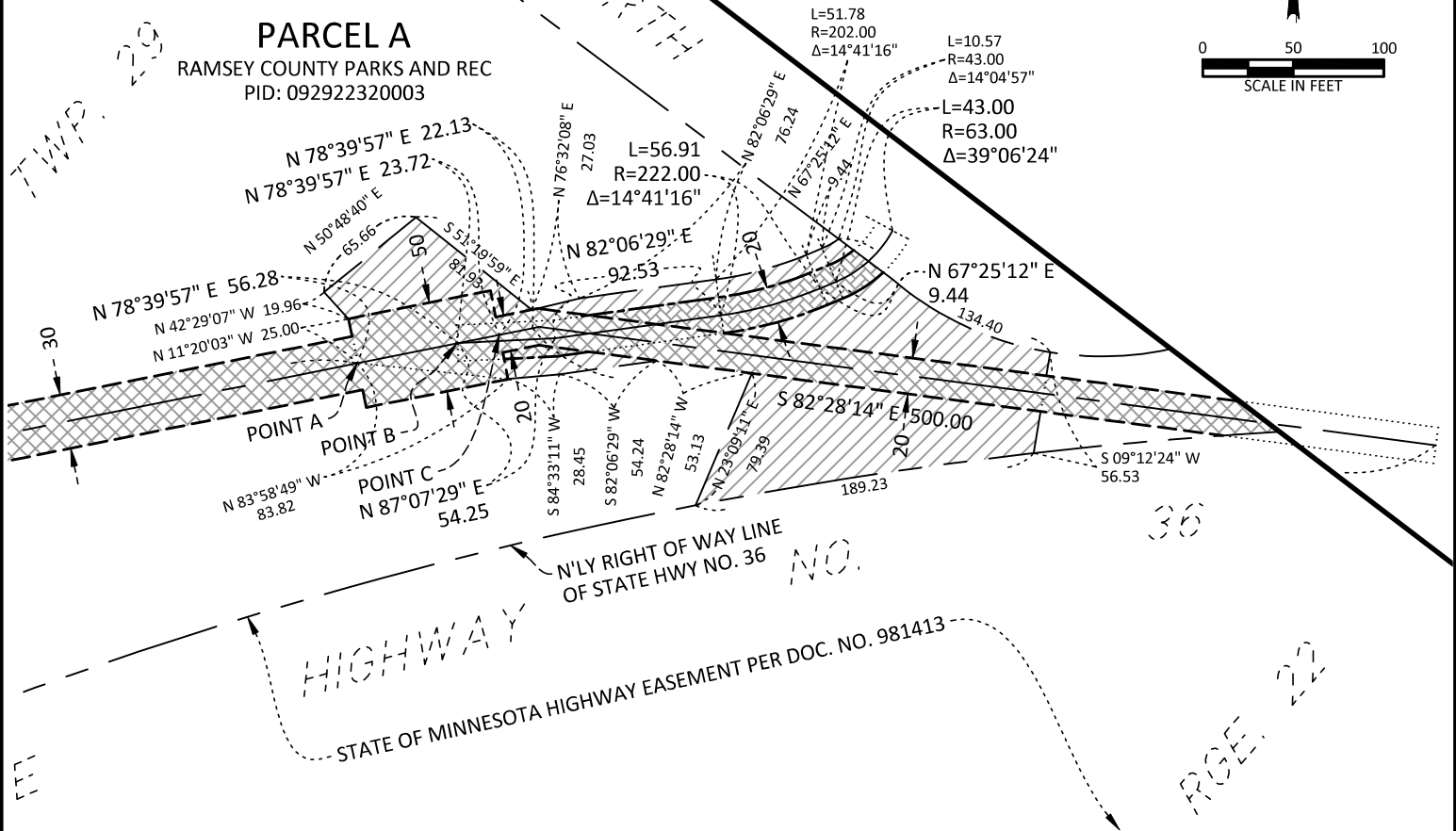
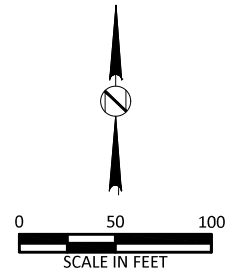
	PERMANENT SANITARY SEWER EASEMENT	
	PERMANENT ACCESS EASEMENT	
	TEMPORARY CONSTRUCTION EASEMENT	
	PERMANENT SANITARY SEWER EASEMENT	37,349 SF
	PERMANENT ACCESS EASEMENT	13,559 SF
	TEMPORARY CONSTRUCTION EASEMENT	19,512 SF

NORTH LINE OF SW 1/4  
SEC. 9, TWP. 29, RGE. 22

KELLER PARKWAY NORTH  
SW'LY RIGHT OF WAY LINE OF  
KELLER PARKWAY NORTH

### PARCEL A

RAMSEY COUNTY PARKS AND REC  
PID: 092922320003



RAMSEY COUNTY COORDINATE SYSTEM NAD 83 (1986 ADJ.)



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.

SIGNATURE:   
PRINTED NAME: ERIC R. WILFAHRT  
DATE: 2/12/2024  
REVISED: 9/27/2024 & 5/6/2025 - Easement Description & Graphic

LIC. NO. 46166

CREATED BY

BOLTON & MENK, INC.

DATE

05/06/2025

April 8, 2025

Ramsey County  
2015 Van Dyke Street  
Maplewood, MN 55109

Re: Metropolitan Council Project #819022-8151 – Siphon Rehab Spoon Lake  
Property Location: XXX Arcade Street N., Maplewood, MN 55109  
Ramsey County, Tax Parcel ID #09.29.22.32.0003

Dear Property Owner,

The public project Metropolitan Council (“Council”) intends to construct the following: Siphon Rehabilitation on Spoon Lake (“Project”). The Council is interested in 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 Lake State Realty Services, Inc., the Council hereby makes the following offer:

7,474 sq. ft. Permanent Utility Easement:	\$ 523.00
21,151 sq. ft. Temporary Construction / Access Easement	\$ 228.00
	\$ 751.00
<b>ROUNDED:</b>	<b>\$1,000.00</b>

In the event we need to extend the temporary easement due to a project delay or unforeseen circumstances, we would pay the following amounts to you:

Extension Option on Temporary Easements (6 months)	\$ 100.00
--	-----------

Michele Selbitschka will be contacting you within the next 1-2 weeks to discuss this offer and answer any questions about the offer that you may have. If you have any questions in the interim, please contact Michele at 651-602-1834 or [Michele.selbitschka@metc.state.mn.us](mailto:Michele.selbitschka@metc.state.mn.us).

Enclosed you will find a copy of the easement amendment for your review. Please also note that the Internal Revenue Service (IRS) requires the property owner to furnish the Council with a Taxpayer Identification Number before payment can be made. An approved form (IRS W-9) is enclosed with this letter for that purpose.

By signing below, you are acknowledging receipt of the appraisal report. **You are indicating neither acceptance nor rejection of the offer itself.** If you have any questions, please contact Michele at 651-602-1834 or [Michele.selbitschka@metc.state.mn.us](mailto:Michele.selbitschka@metc.state.mn.us)

**Property Owners Name:**

By: \_\_\_\_\_

\_\_\_\_\_  
(print name)

Its: \_\_\_\_\_

\_\_\_\_\_  
Date

Sincerely,



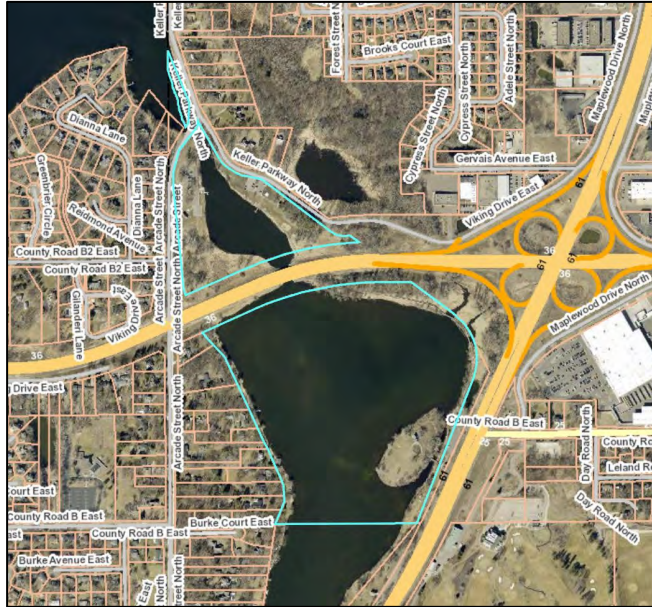
Kelly Jameson (Apr 8, 2025 13:44 CDT)

Kelly Jameson, Director of Real Estate  
Metropolitan Council

Enclosures: Appraisal Report, W-9, Direct Deposit Authorization, Documents & Exhibit,

# Uncomplicated Acquisition Appraisal Report

---



**A Partial Acquisition From**  
Ramsey County Parks and Rec  
xxx Arcade Street N, Maplewood, MN 55109  
PID# 09.29.22.32.0003

**Project**  
Metropolitan Council Environmental Services  
ES Project #819022-8151  
Siphon Rehab Spoon Lake  
Parcel 1

**Prepared For**  
Metropolitan Council

**By**  
Julie Jeffrey Schwartz and Alexander P Schwartz  
Lake State Realty Services, Inc.

**Effective Date**  
March 4, 2025



# SECTION 1- INTRODUCTION

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## Lake State Realty Services, Inc.

2140 Otter Lake Drive

White Bear Lake, MN 55110

(651)653-0788

E-mail: [info@lakestate.com](mailto:info@lakestate.com)

April 3, 2025

Metropolitan Council  
390 Robert Street North  
St. Paul, MN 55101-1809

RE: Uncomplicated Acquisition Appraisal Report  
Metropolitan Council Environmental Services  
ES Project #819022-8151  
Siphon Rehab Spoon Lake  
Parcel 1 - Ramsey County Parks and Rec  
xxx Arcade Street N, Maplewood, MN 55109

Dear Metropolitan Council:

Pursuant to your request, an inspection and appraisal have been made of the above referenced property.

This appraisal estimates the current market value of the proposed partial acquisition for the Metropolitan Council Environmental Services' ES Project #819022-8151 – Siphon Rehab Spoon Lake. The methods and reasoning used in the analyses, as well as the data gathered during the investigation of the property and marketplace are also detailed in this report.

After careful consideration of all the pertinent factors influencing market value, it is my opinion that the proposed acquisition for the subject property has a market value as of March 4, 2025 (the date of the inspection) as follows:

Permanent Utility Easement:	\$523
Permanent Access Easement:	\$101
Temporary Construction Easement:	\$127*
Estimated Value of Items Within the Acquisition (Cost-to-Cure):	N/A
Estimated Market Value of Acquisition:	\$751
Final Estimated Rounded Market Value of Acquisition:	\$1,000

\*Not including additional compensation for two 6-month extensions of the temporary construction easement at \$100 each.

There is one hypothetical condition employed in this report, that the proposed acquisition is presumed to exist as of the effective date of value. This hypothetical condition is assumed in order to value the damages related to the partial acquisition. The use of this hypothetical condition may have affected the assignment results.



This appraisal report has been completed in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP) of the American Appraisal Foundation, the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, and applicable state appraisal regulations.

Please feel free to contact me if you have any questions regarding this report. Thank you for the opportunity to assist you in this valuation matter.

Respectfully Submitted,



Julie Jeffrey Schwartz, Certified General Appraiser  
Minnesota #4002423



Alexander P Schwartz, Certified General Appraiser  
Minnesota #40464386



## Certification

I certify that, to the best of my knowledge and belief.....

That I have personally inspected the property herein appraised. The subject and the comparable sales relied upon in making said appraisal were as represented in said appraisal.

Alexander P Schwartz, Certified General Appraiser, MN License #40464386, inspected and photographed the subject property on March 4, 2025. The property was inspected with Michele Selbitschka, Real Estate Specialist, Metropolitan Council. The property owner representative was afforded the opportunity to accompany the appraiser on the inspection through the Metropolitan Council.

That to the best of my knowledge and belief, the statements contained in the appraisal herein set forth are true, and the information upon which the opinions expressed therein are based on are correct; subject to the limiting conditions therein set forth.

Katie Huspek, Licensed Residential Appraiser Trainee, MN License #40160103, provided assistance in this appraisal. Ms. Huspek researched subject information, comparable sales, market information, and assisted in the compilation of the report. No one other than Ms. Huspek and the appraisers signing this report have provided significant professional assistance in the compilation of this report, its data, or analysis.

That I understand that such appraisal may be used in connection with the acquisition by the Metropolitan Council Environmental Services related to the ES Project #819022-8151 – Siphon Rehab Spoon Lake.

That any decrease or increase in the market value of real property prior to the date of valuation caused by the improvements for which such property is acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the landowner, was disregarded in determining the compensation for the property.

That such appraisal has been made in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), and appropriate state laws, regulations, policies and procedures applicable to an appraisal for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under established State or Federal law.

That neither my employment nor my compensation for making this appraisal and report are in any way contingent upon the values reported herein.

That I have no present or prospective interest, or personal bias, regarding the property that is the subject of this report and no personal interest or bias with respect to the parties involved.

That 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.



The reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional 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.

As of the date of this report, Julie Jeffrey Schwartz has completed the Standards and Ethics Education Requirements for Practicing Affiliates of the Appraisal Institute.

As of the date of this report, Julie Jeffrey Schwartz has completed the continuing education program for Practicing Affiliates of the Appraisal Institute.

That I have not revealed the findings and results of such appraisal to anyone other than the proper acquisition officials of the Metropolitan Council, and their consultants, and that based on my independent appraisal and exercise of my professional judgment, the proposed acquisition for the subject property has a market value as of March 4, 2025 (the date of the inspection) as follows:

Permanent Utility Easement:	\$523
Permanent Access Easement:	\$101
Temporary Construction Easement:	\$127*
Estimated Value of Items Within the Acquisition (Cost-to-Cure):	N/A
Estimated Market Value of Acquisition:	\$751
Final Estimated Rounded Market Value of Acquisition:	\$1,000

\*Please note, this does not include additional compensation for two 6-month extensions of the temporary construction easement, which if exercised are estimated at \$100 each.



Julie Jeffrey Schwartz, Certified General Appraiser  
Minnesota #4002423



Alexander P Schwartz, Certified General Appraiser  
Minnesota #40464386



## Assumptions and Limiting Conditions

The certification of this appraisal report is subject to the following:

1. The Appraiser assumes no responsibility for matters of a legal nature affecting the property appraised or the marketability of the title.
2. The property is assumed to be under responsible ownership and management.
3. The property is appraised as though clear and free of any liens, encumbrances, or indebtedness, unless stated otherwise.
4. To the best of the appraisers' belief, the information contained in this report is true and reported correctly. The information in this report, while not guaranteed, has been taken from sources or records believed to be reliable.
5. The Appraisers assume that there exist no hidden defects with the site, sub-soil, or improvements, which would render it more or less valuable.
6. Disclosure by the Appraisers of the contents of this appraisal report is subject to review in accordance with the by-laws and regulations of the professional appraisal organizations with which the Appraisers are affiliated.
7. The Appraisers are not required to appear in court or give testimony because of having made this report, unless arrangements have been made in advance.
8. This report, or any portions thereof, will not be distributed, or otherwise disseminated, to anyone other than the person who commissioned this or those involved in the certification, except as required by law.
9. This entire appraisal report must be considered as a whole and any excerpts or portions from this report cannot be considered separately.
10. It is assumed there is full compliance with all applicable federal, state and local environmental regulations and laws, as well as applicable zoning regulations and restrictions, unless otherwise stated.
11. It is assumed that all required licenses, consents or other authority from any local, state, or federal governments have been obtained or can be renewed.
12. It is assumed that the subject improvements, if any, are within the stated boundaries, and that there are no encroachments on neighboring property, or neighboring encroachments on the subject property, unless otherwise stated in this report.



13. The existence of potentially hazardous material such as urea-formaldehyde foam insulation, asbestos, existence of toxic water, toxic waste, or radon gas may have an effect on the value of the property. The Appraisers are not qualified to determine if such substances are present. The client may wish to consult an expert in this field.

14. Acceptance of or use of this appraisal report constitutes an understanding of and acceptance of these assumptions and limiting conditions.

15. The maximum liability which can accrue to the Appraisers or the Companies, as a result of performing this appraisal, is limited to the amount paid for the appraisal.

16. The Uniform Standards of Professional Appraisal Practice (USPAP 2024 Edition), includes the following definitions for hypothetical condition and extraordinary assumption:

**Hypothetical Condition:**

“A condition, 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 results, but is used for the purpose of analysis.

Comment: 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. (USPAP, 2024 ed.)”

**Extraordinary Assumption:**

“An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser’s opinions or conclusions.

Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis. (USPAP, 2024 ed.)”

Additionally, USPAP Standards Rule 1-2 (f) and (g) state the following about the reporting and use of hypothetical conditions and extraordinary assumptions:

(f) Identify any extraordinary assumptions necessary in the assignment. An extraordinary assumption may be used in an assignment only if:



- the extraordinary assumption is required to properly develop credible opinions and conclusions;
- the appraiser has a reasonable basis for the extraordinary assumption; and
- use of the extraordinary assumption results in a credible analysis;

(g) Identify any hypothetical conditions necessary in the assignment. A hypothetical condition may be used in an assignment only if:

- use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison; and
- use of the hypothetical condition results in a credible analysis.

There are no extraordinary assumptions employed in this appraisal. There is one hypothetical condition employed in this appraisal, as follows:

There is a hypothetical condition, that the proposed acquisition is presumed to exist as of the effective date of value. This hypothetical condition is assumed in order to value the damages related to the partial acquisition. The use of this hypothetical condition may have affected the assignment results.



## References/Sources Used

The information within this report was received from a variety of resources. Besides the appraiser's knowledge, experience, and judgment, other information was obtained from the following sources:

### Zoning Ordinance & Future Land Use

City of Maplewood

### Taxes and Special Assessments

Ramsey County Assessor's Office

### Market Information

Ramsey County Assessor's Office  
Northstar Multiple Listing Service  
Realist  
Local Brokers & Sales Agents  
Private Appraiser Databases

### Subject Property Specifics

Appraiser's personal inspection of the subject property  
The County Office website  
The City Office website  
Information provided by the Client

### Appraisal Terms and Methodology

*Appraisal of Real Estate, 15<sup>th</sup> Edition*, Appraisal Institute  
The Appraisal Institute's The Dictionary of Real Estate Appraisal, 6th Edition  
Uniform Standards of Professional Appraisal Practice (USPAP 2024 edition)

### This Appraisal is Intended to Comply With

Uniform Standards of Professional Appraisal Practice (USPAP 2024 edition)  
Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute  
Applicable State Appraisal Regulations



## Executive Summary

<b>Address</b>		xxx Arcade Street North, Maplewood, MN 55109
<b>Current Property Type</b>		Recreational-Public Park
<b>Owner</b>		Per a Title Opinion, provided by the client, the current fee owner is Ramsey County. Per Ramsey County Records, the specific current fee owner is Ramsey County Parks and Rec.
<b>Interest Appraised</b>		Fee Simple Estate
<b>Appraisal Purpose/Use/Function</b>		The purpose of this appraisal is to provide an opinion of market value of a proposed partial acquisition of the subject property. This appraisal is being completed for the requestor, the Metropolitan Council, who intends to use this report (function) for acquisition negotiation purposes related to the proposed partial acquisition of the subject property, including a new permanent utility easement, a new permanent access easement, and a temporary construction easement.
<b>Property Rights Appraised</b>		The property rights appraised are the fee simple estate, which is defined as: Absolute ownership unencumbered by any interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. This valuation is then used to determine the value of the proposed new permanent utility easement, new permanent access easement, and temporary construction easement.
<b>Site</b>	Size	Per information provided by the client, and Ramsey County Records, the subject is 78.88 acres in size. It is noted, the subject is located adjacent to additional property under the same ownership however, only the subject parcel described within this appraisal is appraised within this appraisal.
	Shape	The subject parcel is comprised of three areas separated by roadway, with each area being irregular in shape.
	Topography	The subject parcel has level to slightly undulating topography with areas comprised of wetlands, pond, and/or lake. Overall, about 75-80% of the property is comprised of wetlands, pond and/or lake
	Soils	Buildable in the upland areas
<b>Improvements</b>		The subject is generally comprised of vacant land however, does have various park related improvements, including but not limited to, paved and striped parking areas, paved trails, signage, picnic areas, bathroom facilities, and docks/piers.
<b>Zoning</b>		F, Farm Residence District, and is subject to the Shoreland and Floodplain Overlay Districts, as governed by the City of Maplewood
<b>Guided Land Use</b>		Open Space, as guided by the City of Maplewood
<b>Five Year Sales History</b>		There have been no sales of the subject in the past five years.
<b>Highest and Best Use</b>	Before, As Vacant	Recreational use
	Before, As Improved	As improved as a park use
	After Acquisition	Same as best use before acquisition
<b>Description of Public Improvements:</b>		Metropolitan Council Environmental Services' ES Project #819022-8151 – Siphon Rehab Spoon Lake
<b>Description of Proposed Acquisition:</b>		Permanent Utility Easement: 7,474 s.f.
		Permanent Access Easement: 1,437 s.f.
		Temporary Construction Easement: 19,724 s.f.
<b>Property I.D. Number</b>		09.29.22.32.0003
<b>2024 Assessed Values</b>	Land Market Value	\$3,030,500
	Building Market Value	\$0
	Total Market Value	\$3,030,500
	Taxes (payable 2025)	N/A, the subject is tax exempt, owned by a government unit.
<b>New Permanent Utility Easement:</b>		<b>\$523</b>
<b>New Permanent Access Easement:</b>		<b>\$101</b>
<b>Temporary Construction Easement:</b>		<b>\$127*</b> *Please note, this does not include additional compensation for two 6-month extensions of the temporary construction easement, which if exercised are estimated at \$100 each.
<b>Estimated Value of Items in Acquisition (Cost-to-Cure):</b>		<b>N/A</b>
<b>Estimated Market Value of Acquisition:</b>		<b>\$751</b>
<b>Final Estimated Rounded Market Value of Acquisition:</b>		<b>\$1,000</b>
<b>Date of Valuation</b>		March 4, 2025
<b>Appraiser(s)</b>		Julie Jeffrey Schwartz, Certified General Appraiser, MN 4002423 Alexander P Schwartz, Certified General Appraiser, MN 40464386



## Pertinent Appraisal Data

### Date of Valuation

The date of valuation is the date of the inspection, March 4, 2025.

### Market Value Defined

The Appraisal Institute's The Dictionary of Real Estate Appraisal, 6th Edition, includes the following in its definition for "market value":

"The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress"

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:

1. Buyer and seller are typically motivated.
2. Both parties are well informed or well advised and each acting in what they consider their own best interest.
3. A reasonable time is allowed for exposure in the open market.
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. 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, or creative terms, services, fees, costs or credits involved in the transaction.

### Purpose/Use/Intended User of Report

The purpose of this appraisal is to provide an estimate of market value of a partial acquisition related to the Metropolitan Council Environmental Services' ES Project #819022-8151 – Siphon Rehab Spoon Lake. The partial acquisition includes a new permanent utility easement, a new permanent access easement, and a temporary construction easement. This appraisal is being completed for the requestor, the Metropolitan Council, who intends to use this report (function) for acquisition negotiation purposes related to the proposed partial acquisition of the subject property.



## Scope of Report

**Appraisal Type/Format:** This uncomplicated acquisition market value appraisal (land only) is reported in summary in format, with no departure from the Uniform Standards of Professional Appraisal Practice (USPAP) requirements, and is in compliance with the reporting requirements of Standards Rule 2-2 (a) of USPAP.

**Inspection:** Alexander P Schwartz, Certified General Appraiser, MN License #40464386, inspected and photographed the subject property on March 4, 2025. The property was inspected with Michele Selbitschka, Real Estate Specialist, Metropolitan Council. The property owner representative was afforded the opportunity to accompany the appraiser on the inspection through the Metropolitan Council.

**Property Data:** General and specific information related to the subject property and its location was obtained from various sources, including public records from the City of Maplewood and Ramsey County. Information including the assessor's estimated market value, any applicable annual property taxes, current and proposed zoning, and current and guided land use, was obtained.

**Property Analysis:** Based on the inspection and subject property data, the subject property was analyzed in context to its neighborhood, its market, including supply and demand factors, and the highest and best use was concluded before the proposed acquisition. Information related to the proposed partial acquisition was provided by the client, and the impact of the acquisition was considered in the opinion of highest and best use and conclusion of damages.

**Highest and Best Use:** Based on the information gathered and investigation of the market, the highest and best use was concluded both before and after the partial acquisition. The highest and best use determined the applicable approach to value which, in the instance of the subject, included only the sales comparison approach (f/k/a as the market approach). The highest and best use supported the types of comparables to use in the comparable sales analysis.

**Sources for Market Data:** Market data related to the recent land sales was obtained from various sources, including assessor's records, local data exchanges including, Realist and the Regional Multiple Listing Service, local brokers and sales agents, and private appraiser databases. The comparable data was confirmed by this appraisal office, as detailed on each comparable data sheet.

**Reconciliation:** The estimated value concluded is only for the area of the subject that is affected by the proposed acquisition, and is not for the entire parcel. There are other upland lakefront components of the subject parcel that would have a higher value and have a highest and best use likely other than recreational. The opinion of market value for the subject acquisition area has been reconciled and that opinion of market value was used to base compensation for damages related to the proposed partial acquisition of a new permanent utility easement, a new permanent access easement, and a temporary construction easement.



### Property Rights Appraised

The property rights appraised are the fee simple estate, which is defined as: Absolute ownership unencumbered by any interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Easements, restrictions, covenants, encumbrances, lease(s), restrictions, contracts, or special assessments, if present, will be identified later in this report.

The fee simple estate rights will be used as the basis to estimate the value of the proposed new permanent utility easement, new permanent access easement, and temporary construction easement.

### Competency Provision

The Competency Provision of the USPAP states: Prior to accepting an assignment or entering into an agreement to perform any assignment, an appraiser must properly identify the problem to be addressed and have the knowledge and experience to complete the assignment competently; or alternatively: 1) disclose the lack of knowledge and/or experience to the client before accepting the assignment; and 2) take all steps necessary or appropriate to complete the assignment competently; and 3) describe the lack of knowledge and/or experience and the steps taken to complete the assignment in the report.

Julie Jeffrey Schwartz has been an appraiser for over 35 years and has appraised a wide variety of property types. Prior to accepting this assignment, she has completed many appraisals that are similar to the subject, including many properties in the City of Maplewood, and Ramsey County area, on behalf of both government units and landowners. A copy of the Professional Qualifications of Julie Jeffrey Schwartz are located in the Addendum section of this report.

Alexander P Schwartz has been an appraiser for over 8 years and has appraised a wide variety of property types. Prior to accepting this assignment, he has completed many appraisals that are similar to the subject, including many properties in the City of Maplewood, and Ramsey County area, on behalf of both government units and landowners. A copy of the Professional Qualifications of Alexander P Schwartz are located in the Addendum section of this report.



## The Appraisal Process

The appraisal process begins by identifying all pertinent appraisal data, including the effective date of valuation; the type of value appraised; the purpose, function and scope of the appraisal; as well as the property rights appraised. The factual data is then identified which describes all aspects of the subject property, including the subject property's address/location, legal description, ownership, sales history, current market status, and zoning. The location, and physical property data including the site and improvements is identified and described.

Various analyses are then performed, including assessing the subject property's competitive stance in the marketplace, with consideration of the subject's competitive market(s), the subject's marketability and estimated marketing time, as well as supporting the subject's highest and best use, with consideration of the subject as vacant, and as improved.

After the market demands and influences have been identified, the subject's value is estimated through three various approaches to value. The marketplace demand on the subject property is what determines value. The appraisal estimates the value for the subject by analyzing the subject as if it were being actively marketed as of the effective date of the appraisal. The three approaches to value are based on the market's interpretations of value. The three approaches to value are: the cost approach, the income approach and the sales comparison approach.

### The Cost Approach

The cost approach estimates the current replacement or reproduction cost of the improvements (main structures and site improvements). Depreciation is then subtracted from the base replacement or reproduction cost. There are three sources of depreciation: physical depreciation (deterioration), functional obsolescence, and external (economic) obsolescence. The cost of the land vacant (as obtained from market data), combined with the estimated replacement or reproduction cost minus depreciation provides an indication of value for the subject. This approach to value is not used because the subject is appraised as vacant land, although certain improvements affected by the proposed acquisition may be compensated based on cost.

### The Sales Comparison Approach

The sales comparison approach compares the subject property with other similar properties that have recently sold or are currently listed for sale. Positive and negative adjustments are made to the comparable sales for the differences which exist between them and the subject. Objective comparison with comparable sales provides an indication of value for the subject.



## The Income Approach

The income approach estimates the present value of the expected annual income stream. The income stream is then capitalized at a rate commensurate with the risk and life expectancy of the improvements, to arrive at an indication of value from a typical investor's standpoint. The capitalization of the present value of an income stream provides an indication of value for the subject. This approach is not utilized as the subject property type is not typically leased in this market.

Typically, these approaches will indicate similar but different value conclusions. To arrive at a final estimate of value for the subject, the utilized approaches will be reconciled into one value conclusion. This final reconciled amount is based on which approach(es) processed more objective data. For this analysis, only the sales comparison approach was found to be relevant, as the subject is appraised as vacant land.



## Section 2- FACTUAL DATA

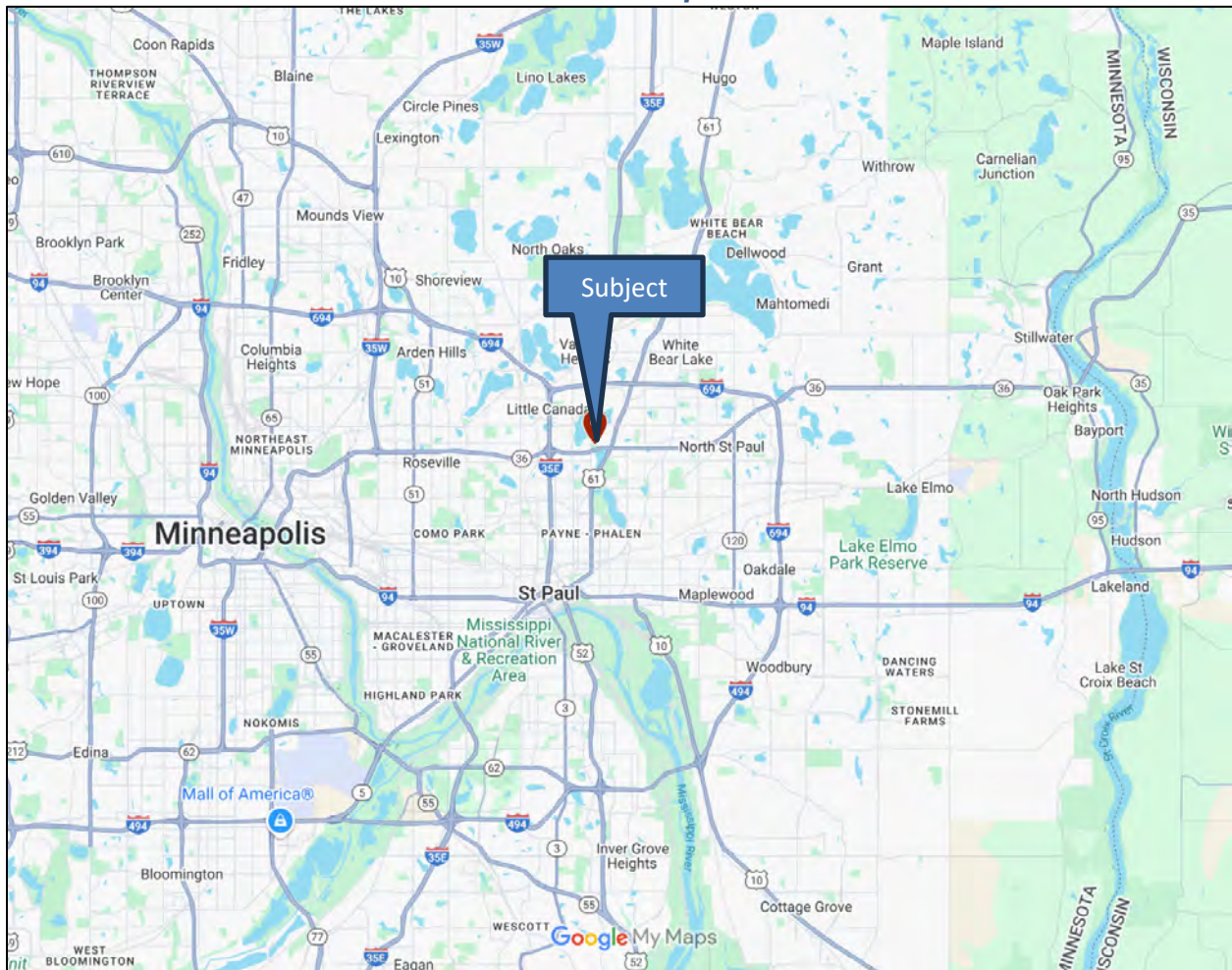


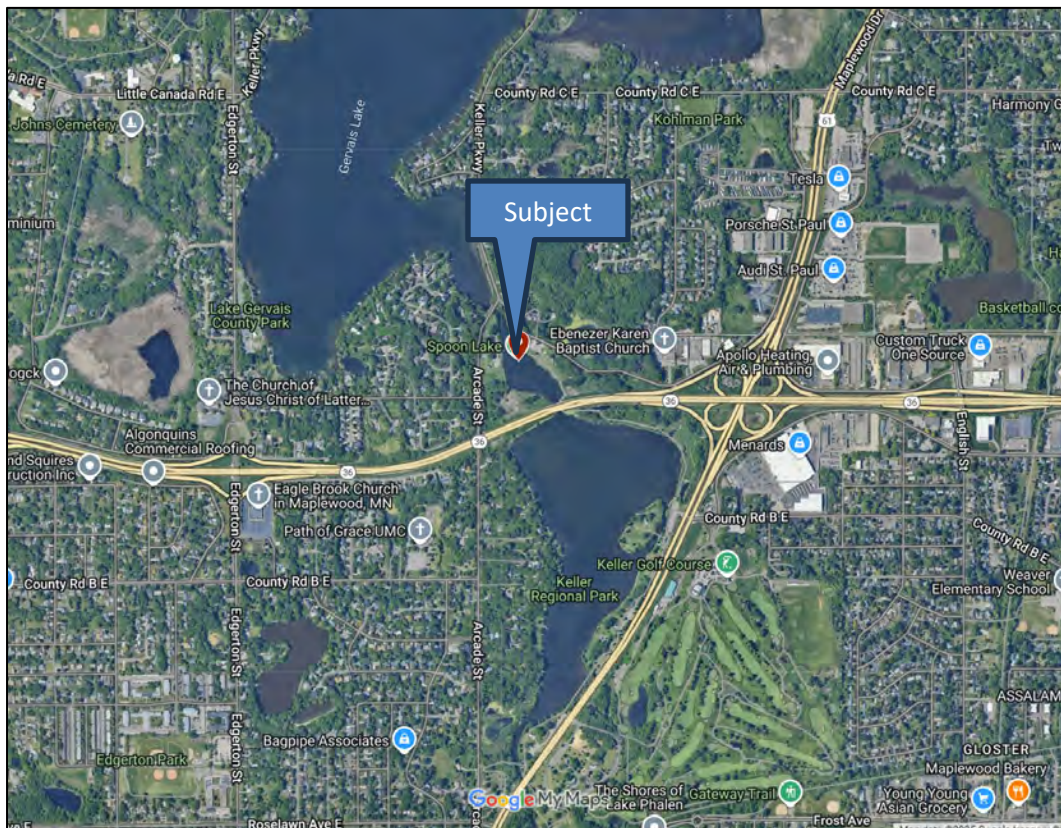
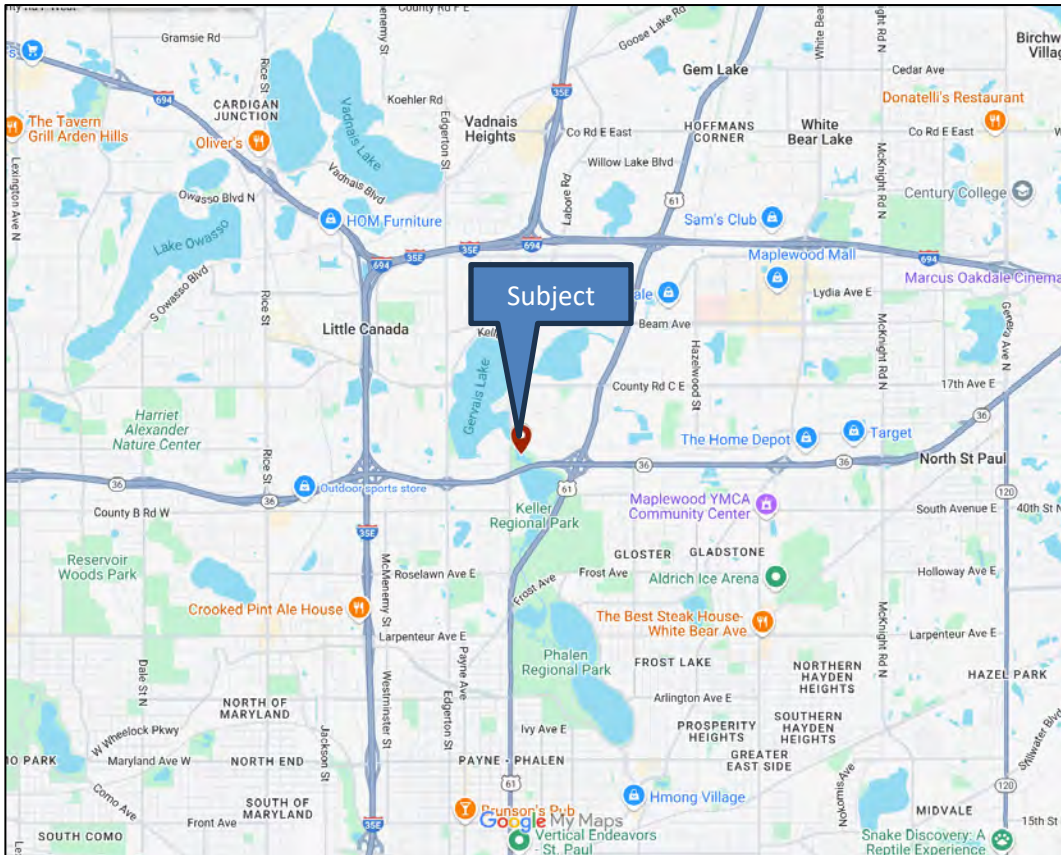
## Property Information

### Location/Address

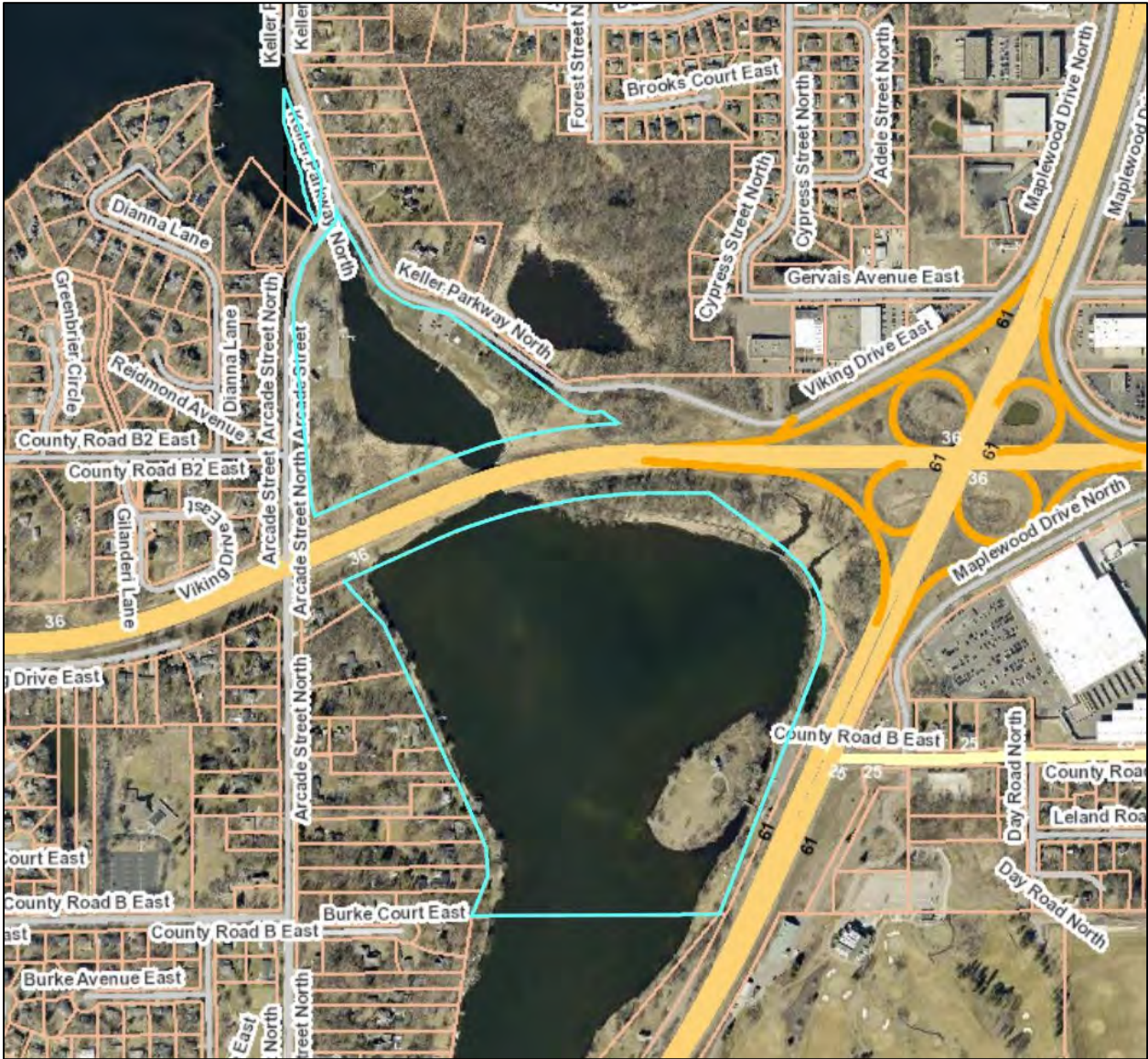
The subject is located in the northwestern quadrant of the City of Maplewood, which is located in Ramsey County, MN. The subject parcel is comprised of three areas separated by roadway. The most northern portion of the subject parcel is located at the northwest corner of Keller Parkway North and Arcade Street North. This northern portion is a smaller thin strip of land which appears to generally be comprised of a portion of Lake Gervais. The mid-portion of the subject parcel is bound by Keller Parkway North to the northeast and east, State Highway 36 to the south, and Arcade Street North to the northwest and west. This mid-portion generally includes and surrounds Spoon Lake. The southern portion of the subject parcel is located in the southwest quadrant of the State Highway 36 and U.S. Highway 61 interchange. This southern portion is generally comprised of the northern portion of Keller Lake. The subject parcel does not have a physical address. It is noted, the proposed acquisition is located on the mid-portion of the subject parcel. Following are some locational maps.

### *Location Maps*





Aerial Photograph



**Subject Photographs**  
***Taken March 4, 2025***



**Looking west-northwesterly along Keller Parkway North from the subject**



**Looking easterly along Keller Parkway North from the subject**



**Looking west-southwesterly along the area of the proposed acquisition located on the eastern side of the subject parcel from near Keller Parkway North**





**Another view looking west-southwesterly along the area of the proposed acquisition located on the eastern side of the subject parcel from near Keller Parkway North**



**Looking west-southwesterly along the area of the proposed acquisition located on the eastern side of the subject parcel near the meter structure and tailhouse**



**Looking south-southeasterly, from a sidewalk on the subject parcel, at the area of the proposed acquisition located on the eastern side of the subject parcel near the meter structure and tail house**





**Another view looking south-southeasterly, from a sidewalk on the subject parcel, at the area of the proposed acquisition located on the eastern side of the subject parcel near the meter structure and tail house**



**Looking easterly at the area of the proposed acquisition located on the eastern side of the subject parcel, looking toward the meter structure and tail house, as viewed from near Spoon Lake**



**Another view looking easterly at the area of the proposed acquisition located on the eastern side of the subject parcel, looking toward the meter structure and tail house, as viewed from near Spoon Lake**





**Looking northerly toward the northern extent of the proposed acquisition located on the western side of the subject parcel**



**Looking southerly along the area of the proposed acquisition located on the western side of the subject parcel from its northern portion**



**Looking southerly along the area of the proposed acquisition located on the western side of the subject parcel from its mid-portion**





**Looking southerly along the area of the proposed acquisition located on the western side of the subject parcel from its southwestern portion**



**Looking northerly along the area of the proposed acquisition located on the western side of the subject parcel from its southwestern portion**



**Looking southerly at the southwest extent of the proposed acquisition located on the western side of the subject parcel**





**Looking easterly along the area of the proposed acquisition located the western side of the subject parcel from near its southwestern extent**



**Looking east-northeasterly at the area of the proposed acquisition located on the western side of the subject parcel and toward Spoon Lake**



**Looking easterly along the area of the proposed acquisition located on the western side of the subject parcel and toward Spoon Lake**





**Looking easterly along the area of the proposed acquisition located on the western side of the subject parcel from the headhouse**



**Looking easterly at the area of the proposed acquisition located on the western side of the subject parcel adjacent to Spoon Lake**



### Legal Description

Per a Title Opinion, provided by the client, the subject has the following legal description:

Commencing at a point on the South line of Section 9, Township 29, North of Range 22 West of the 4th Principal Meriden distant 780 feet East from the Southwest corner of said Section 9; thence North 21° 58' East, 181.85 feet; thence North 2° 19' West, 124.6 feet; thence North 23° 32' West, 212.5 feet; thence North 25° 09' West, 319 feet; thence North 25° 24' West, 434.8 feet; thence North 42° 16' West, 186.9 feet; thence North 36° West, 172.13 feet; thence North 16° 43' West, a distance of 247 feet; thence West 71.42 feet to the East line of Arcade Street; thence North along the said East line of Arcade Street 875.5 feet more or less to the East and West Quarter line of said Section 9; thence East along the said Quarter line 683 feet; thence South 52° 10' East 1768.10 feet; thence on a curve to the right with a radius of 400 feet, 513.02 feet; thence South 21° 24' West 1165 feet to the South line of said Section 9; thence West along said South line of said Section 9, 1050.5 feet to the point of commencement.

### Fee Owner

Per a Title Opinion, provided by the client, the current fee owner is Ramsey County. Per Ramsey County Records, the specific current fee owner is Ramsey County Parks and Rec.

### Five Year Sales History

Per Ramsey County Records, and a Title Opinion, provided by the client, there have been no sales of the subject in the past five years.

### Listing, Option, or Pending Contract

The subject property is not listed for sale, or subject to an option or pending contract that we have been made aware.

### Property Taxes and Assessments

COUNTY TAXATION DATA: PAYABLE 2025				
PID #	Estimated Land Value (2024)	Estimated Building Value (2024)	Total Estimated Market Value (2024)	Total Property Tax and Special Assessments (Payable 2025)
09.29.22.32.0003	\$3,030,500	\$0	\$3,030,500	Exempt



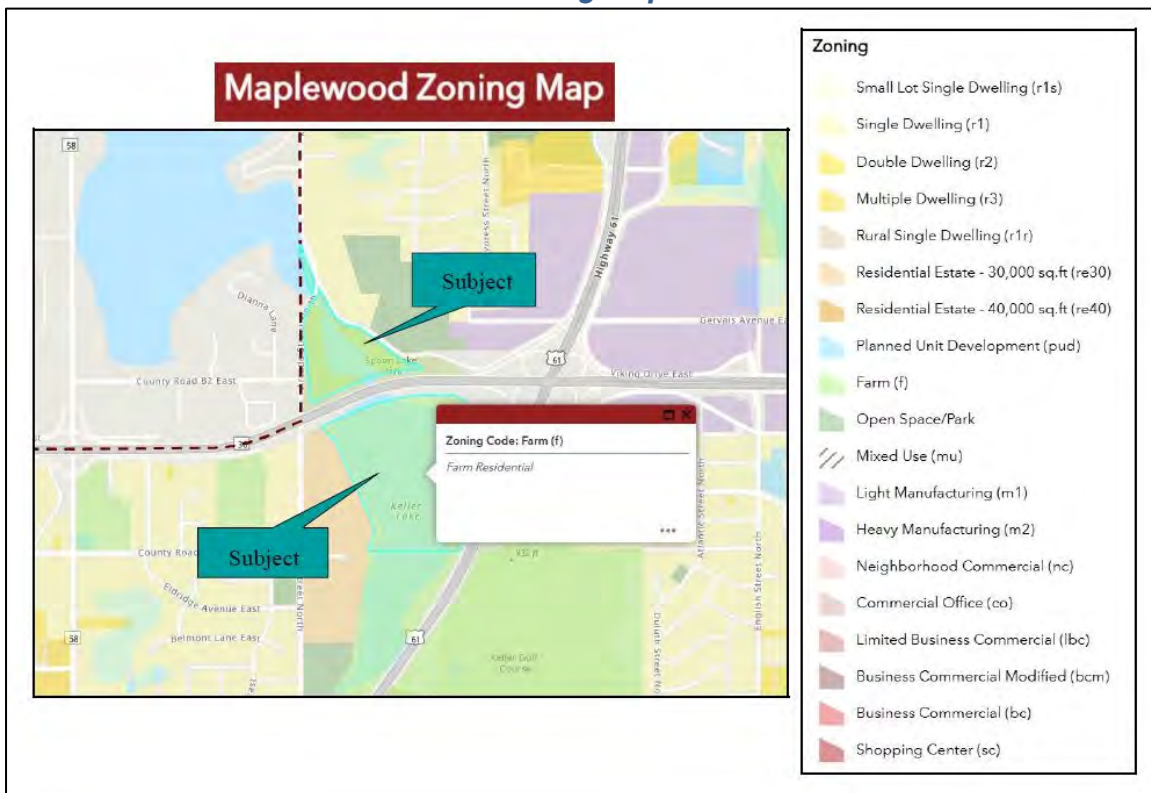
## Personal Property

The scope of this appraisal does not include valuation of personal property, nor was any observed during the inspection that required valuation.

## Zoning

The subject is zoned F, Farm Residence District, and is subject to the Shoreland and Floodplain Overlay Districts, as governed by the City of Maplewood. A map of the zoning for the City of Maplewood, near the subject property, is shown following.

**Zoning Map**



The following is from the F, Farm Residence District Regulations:

### ***F, Farm Residence District Purpose***

Secs. 44-61. - Purpose and intent.

- (1) The F farm residence district is intended to implement the Maplewood Comprehensive Land Use Plan and provide areas that offer a rural residential setting with opportunities for agricultural uses.
- (2) The standards of the R-1, residence district (single dwelling) shall apply to principal and accessory uses in the F, farm residence district unless otherwise specified.



## ***F, Farm Residence District Permitted Uses***

Permitted uses:

Dwelling, single-unit; Residential care, licensed in-home (6 or fewer); Short-term vacation rental; Commercial farming or gardening; Commercial greenhouses or nurseries; and Public parks and playgrounds.

Permitted with standards (uses allowed when specific standards are met):

Manufactured home; and Community and market garden, under 1 acre in size.

Conditional uses (uses allowed with a conditional use permit):

Manufactured home park; Residential care, licensed in-home (7 or more); Cemetery, crematory, or mausoleum; Religious institution; Private school, day care center or community service use; Public and quasi-public uses appropriate to the district, such as hospitals; and professional, business and technical schools; School; Community and market garden, more than 1 acre in size; Golf courses; Livestock raising and handling; Antennas and towers; Public and private utilities; and Off-street parking.

## ***F, Farm Residence District Lot Requirements & Setbacks***

The following are the standards of the R-1, Residence District (Single Dwelling) as per the F, Farm Residence District zoning code, the standards of this district shall apply to principal and accessory uses in the F, Farm Residence District:

Sec. 44-74. - Lot dimensions.

The minimum lot area in the R-1 residence district shall be 10,000 square feet. The minimum lot width at the building setback line shall be 75 feet, except that interior lots of record that are 60 feet wide or greater may be allowed by a conditional use permit provided that:

- a. The findings required by code for a conditional use permit can be met.
- b. There are at least two developed lots of record with the same or less width than proposed, within 350 feet of the site on the street. Larger minimum side yard setbacks may be required to balance the separation between adjacent structures.

Sec. 44-75. - Front yards.

Each dwelling and accessory structure in the R-1 residence district shall have a front yard setback of at least 30 feet, but not more than 35 feet, except that:

- a. If each of the lots next to an interior lot have dwellings, the minimum setback shall be the setback of the adjacent dwelling closest to the street. The maximum setback shall be the setback of the adjacent dwelling farthest from the street.



- b. If subsection (a) of this section does not apply and there is a predominant setback, a dwelling shall be no further forward and no more than five feet to the rear of the predominant setback.
- c. Regardless of subsection (a) or (b) of this section, if the council has approved a setback waiver for a development, these setbacks shall apply. Approval of a preliminary plat with building pads does not constitute approval of setbacks.
- d. Regardless of subsection (a), (b), or (c) of this section, homeowners may add on to their homes using the existing setback.
- e. The director of community development may administratively allow a different setback if it would not adversely affect the drainage of surrounding properties and if any of the following conditions apply:
  - i. The proposed setback would not affect the privacy of adjacent homes.
  - ii. The proposed setback would save significant natural features as identified in Article V Environment and Natural Resources.
  - iii. The proposed setback is necessary to meet city, state or federal regulations, such as the pipeline setback or noise regulations.
  - iv. The proposed setback is necessary for energy-saving, health or safety reasons.

Sec. 44-76. - Side yards.

- (1) In the R-1 residence district, there shall be a side yard setback of at least ten feet to any covered part of a dwelling. There shall be a side yard setback of at least five feet to a garage, uncovered structure, or a detached accessory structure. The following exceptions shall apply:
  - a. The front yard setback requirements shall apply to the side yard on the street side of a corner lot.
  - b. When two or more adjoining lots are used as a single building site, the side yard requirements shall apply only to the outside lot lines.
  - c. Regardless of subsections (a) and (b) of this section, homeowners may add on to their homes using the existing setback.
- (2) The city council may approve a conditional use permit to construct a building addition into a minimum setback.

Sec. 44-77. - Rear yards.

- (1) For the covered parts of a dwelling in the R-1 residence district, the minimum required rear yard setback shall be a line connecting a point on each side lot line that is 20 percent of the lot depth.



- (2) Accessory structures and uncovered structures shall have a rear yard setback of at least five feet, except that on a double-fronting lot, the front yard setback requirements shall apply.
- (3) A corner lot shall have only one rear lot line.
- (4) Regardless of subsections (1) through (3) of this section, homeowners may add on to their homes using the existing setback.
- (5) The city council may approve a conditional use permit to construct a building addition into a minimum setback.

The subject parcel is also subject to the Shoreland Overlay District due to its frontage on three lakes, Lake Gervais (Class II Waters), Spoon Lake (Class III Waters), and Keller Lake (Class III Waters).

The following is from the Shoreland Overlay District Regulations:

### ***City of Maplewood's Shoreland Classification System***

- (a) The city has classified its public waters based on the state department of natural resources' protected waters inventory map. The city used the following classification criteria (percentages apply only to the shoreland located in the city):
  - (1) Class I waters are those that the state department of natural resources has designated general development waters, and the city land use plan shows at least 75 percent of the shoreland for commercial or industrial use.
  - (2) Class II waters are those that the state department of natural resources has designated general development waters, and do not qualify for class I status.
  - (3) Class III waters are those that the state department of natural resources has designated recreation development waters having:
    - a. At least 60 percent of the shoreline in public ownership; or
    - b. At least 50 percent of the shoreland in public ownership and less than ten percent of the shoreland remaining for development, excluding public open space.
  - (4) Class IV waters are those that the state department of natural resources has designated recreation development waters, and do not qualify for class III status.
  - (5) Class V waters are those that the state department of natural resources has designated natural environmental waters.



## Shoreland Overlay District Purpose

Sec. 44-1237. - Purpose and objectives.

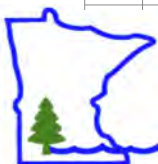
The purpose of this article is to provide specific regulations to protect the city's shorelands. It is in the public's best interest to provide for the wise subdivision, use and development of shorelands. To accomplish this purpose, the objectives of this article are to:

- (1) Protect, preserve and enhance the quality of surface waters.
- (2) Protect the natural environment and visual appeal of shorelands.
- (3) Protect the general health, safety and welfare of city residents.

## Shoreland Overlay Development Standards

The following are the development standards for Class II and Class III Waters which the subject abuts:

						With Sanitary Sewer	Without Sanitary Sewer
(2)	Class II and III waters.						
	a.	Nonresidential development:					
		1.	Minimum building setback from the OHWL (feet)			50	75
		2.	Minimum water frontage (feet)			75	100
		3.	Minimum on-site sewage system setback from the OHWL (feet)			NA	75
		4.	Maximum impervious surface area (percent)			40	40
			With bonus:*				
				Water frontage lots (percent)		50	
				Other lots (percent)		60	
		5.	Maximum building height (stories)			4	4
	b.	Single dwelling:					
		1.	Minimum lot width:				
			Water frontage lots (feet)			75	150
			Other lots (feet)			75	100
		2.	Minimum building setback from the OHWL (feet)			50	75
		3.	Minimum on-site sewage system setback from the OHWL (feet)			NA	75
		4.	Average lot area:				
			Water frontage lots (square feet)			15,000	40,000
			Other lots (square feet)			10,000	20,000
		5.	Maximum impervious surface area (percent)			30	30
			With bonus:*				
			Water frontage lots (percent)			40	40
			Other lots (percent)			50	50



c.	Two-unit dwellings:			
	1.	Minimum building setback from the OHWL (feet)	50	NA
	2.	Minimum lot width	135	NA
	3.	Maximum impervious surface area (percent)	40	NA
		With bonus:*		
		Water frontage lots (percent)	50	NA
		Other lots (percent)	60	NA
	4.	Average lot area:		
		Water frontage lots (square feet)	26,000	NA
		Other lots (square feet)	17,500	NA
d.	Three-unit dwellings:			
	1.	Minimum building setback from the OHWL (feet)	50	NA
	2.	Minimum lot width:		
		Water frontage lots (feet)	195	NA
		Other lots (feet)	190	NA
	3.	Maximum impervious surface area (percent)	40	NA
		With bonus:*		
		Water frontage lots (percent)	50	NA
		Other lots (percent)	60	NA
	4.	Average lot area:		
		Water frontage lots (square feet)	38,000	NA
		Other lots (square feet)	25,000	NA
e.	Four-unit dwellings:			
	1.	Minimum building setback from the OHWL (feet)	50	NA
	2.	Minimum lot width:		
		Water frontage lots (feet)	255	NA
		Other lots (feet)	245	NA
	3.	Maximum impervious surface area (percent)	40	NA
		With bonus:*		
		Water frontage lots (percent)	50	NA
		Other lots (percent)	60	NA
	4.	Average lot area:		
		Water frontage lots (square feet)	49,000	NA
		Other lots (square feet)	32,500	NA

The subject is also subject to the Floodplain Overlay District. The following is from the Floodplain Overlay District Regulations:

### ***Floodplain Overlay District Purpose***

Sec. 18-422. - Purpose.

The purpose of this division is to lessen potential losses due to periodic flooding, including loss of life, loss of property, health and safety hazards. Further, it is also to lessen the disruption of commerce and governmental services, extraordinary public payments for flood protection and relief, and impairment of the tax base. Within the meaning of the National Flood Insurance Program, all of these adversely affect the public health, safety and general welfare.



### Conforming/Non-conforming Use

The subject parcel appears to be a legal and conforming parcel. The subject's public park use appears to be a legal and conforming use.

### Other Legal Restrictions

Per a Title Opinion provided by the client, the subject is also subject to the following:

A Highway Easement, dated October 5, 1936 and recorded November, 24, 1936 as document No. 906908 in favor of the State of Minnesota for the unrestricted right to improve and beautify the highway, free and clear of all encumbrances. See attached document.

A Highway Easement, dated April 10, 1967 and recorded June 12, 1967 as document No. 1700271 in favor of the State of Minnesota for the unrestricted right to construct and maintain a highway. See attached document.

An Easement, dated May 28, 1991 and recorded June 2, 1994 as document No. 2808854 in favor of the City of Maplewood for public utility purposes. See attached document.

An Agreement and Restrictive Covenant, dated March 27, 2014 and recorded on May 20, 2016 as document No. 4607341 grants Met Council a permanent easement referred to as "Wastewater Facilities Easement[s]" for future regional wastewater conveyance corridors on the Property. See attached document.

There is a discrepancy in the legal description used for the parcel. A judicial decree dated April 12, 1922 and recorded on the same date as document No. 607620 reformed the legal description used in document Nos. 461345 and 461346. The new legal description replaced a mention of a "south corner" with "southwest corner." The new legal description also replaced a distance of 319 feet to 391 feet. This new legal description was used for the highway easement document No. 607620. However, all documents afterward use a new legal description that incorporates the "southwest corner" change, but replaced the mention of 391 feet back to 319 feet. This change would seem to indicate that the judgment's mention of 391 feet was a typographical error. Document Nos. 4510098 and 4607341 use an entirely different legal description that does not appear to reference the same parcel. These filings under this parcel may have been an error.

The client also provided an addendum to the Title Opinion which noted the following:

**\*\*Please note:** The prior title work should have also included the following document:

- **Easement Agreement**, between the County of Ramsey and the Metropolitan Waste Control Commission, dated 3/11/1985 and recorded 7/12/1985 as **Document 2273198**.

Also: The title work included an Agreement and Restrictive Covenant, Document 4607341; please note, the legal description on this document is not the legal description of Parcel ID 09-29-22-32-0003.

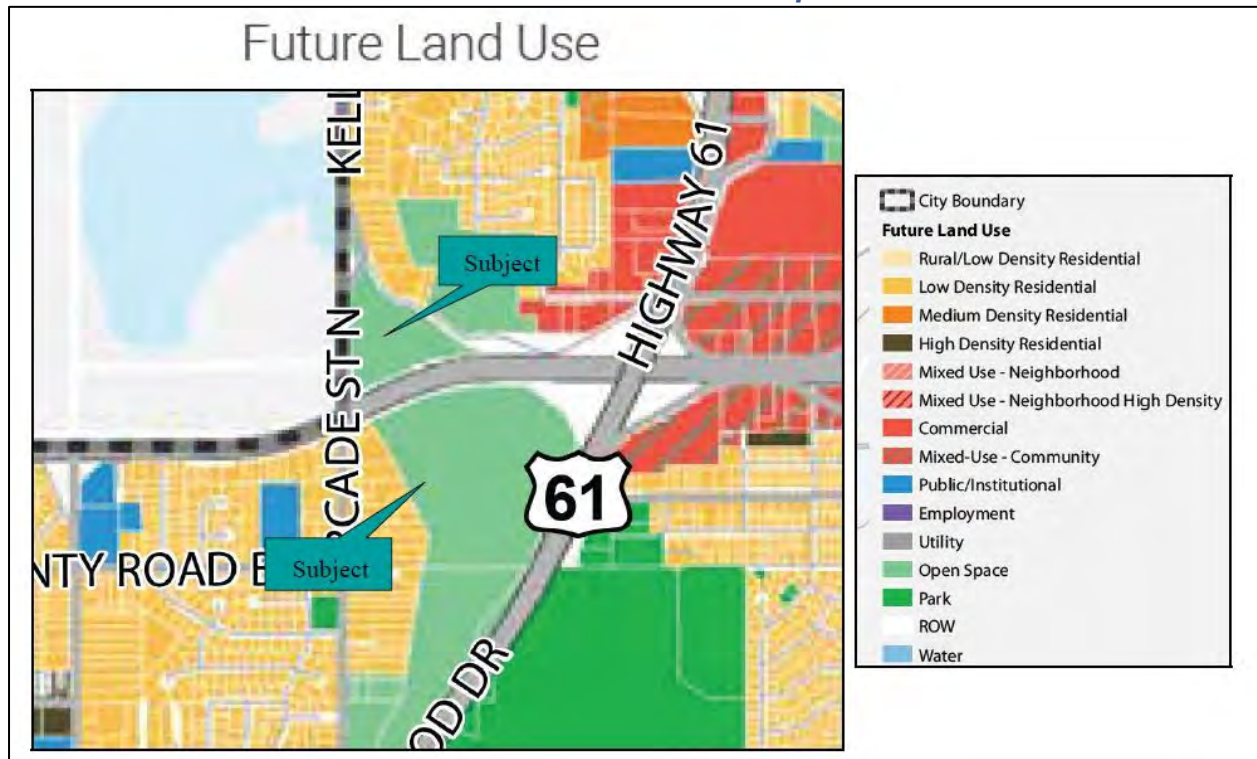
Per information provided by the client, the subject is encumbered with an existing permanent utility easement that is 29,972 s.f. in size, and a permanent access easement that is 11,910 s.f., both in favor of the Metropolitan Council. These existing easements are located on the mid-portion of the subject parcel in the area of the proposed new acquisition area. There are no other legal restrictions placed on the subject property which the appraiser has been made aware.



### Comprehensive Land Use Plan

The subject appears to be guided Open Space, as guided by the City of Maplewood. Following is the future land use map for the area of the subject, followed by the applicable land use category definition.

*Future Land Use Plan Map*



### Open Space

The City intends the open space classification to reflect lands that are either undevelopable or that city intends to not develop. Maplewood wants these areas to be used for passive recreational needs, habitat restoration, or as a preserve.

### Potential for Zoning Change/Variance

There is no reason to believe the zoning of the subject would change in the near future, nor would it be logical to consider a re-zoning request, as the zoning conforms with the subject's current use, and planned guided land use.



## Location Description

### St. Paul/Minneapolis Metropolitan Area (TCMA) Data:

St. Paul /Minneapolis, the Twin Cities Metro Area (TCMA), is located centrally in the Upper Midwest Region, and also serves as the region's business, finance and industry center. The Twin Cities economy is diverse. St. Paul is the capital of Minnesota.

The following is a description of the Twin Cities Region taken from the Metropolitan Council's website:

"The Minneapolis-St. Paul metropolitan area is a thriving community of nearly 3 million people, in 7 counties and 182 communities, encompassing nearly 3,000 square miles.

A strong, diversified economy, excellent education system, and a high quality of life attract people to the region and keep them here. It's a great place to live, work, raise a family and do business.

What contributes to our high quality of life?

Our region is home to 19 "Fortune 500" corporations, and boasts a highly educated workforce. Our average household income is among the highest in the nation, and our unemployment rate among the lowest.

Thriving arts, music and theatre communities, and several professional sports teams, help make our region a magnet for creative young professionals.

Our renowned park system includes 52 parks, 8 special recreation features, and 340 miles of interconnected trails. Popular with residents and visitors alike, regional parks boast more than 47 million visits a year – more than the Mall of America!

Clean air, abundant clean water, a growing transit system, housing options, and educational and career opportunities. What's not to love?"

St. Paul /Minneapolis, the Twin Cities Metro Area (TCMA), is located centrally in the Upper Midwest Region, and also serves as the region's business, finance and industry center. The Twin Cities economy is diverse. St. Paul is the capital of Minnesota. In 2020, the TCMA is the sixteenth largest populated metropolitan area in the United States, and population increases are expected to continue through 2030. From 2010 to 2020 the Twin Cities gained 314,000 additional residents, bringing the population to 3.16 million. The Twin Cities Metropolitan Area (TCMA) is the most populated and fastest growing area in the five state area. The TCMA produces the 15th largest gross metropolitan product in the United States. The other major cities in the region include Des Moines, Iowa, located 250 miles south and Milwaukee, Wisconsin located 340 miles southeast. There are no larger cities in the United States to the north. Canada is approximately 250 miles north. Westerly, there are few cities of comparable size until the Pacific Coast.



## City of Maplewood Description

The following information about the City of Maplewood was taken from the City of Maplewood's website:

### About Maplewood

The City of Maplewood is located in the eastern portion of Ramsey County. Maplewood is approximately 6 miles north of the Saint Paul Central Business District (CBD) and 15 miles from the Minneapolis CBD, while also only minutes away from the Minneapolis/St. Paul International Airport. Maplewood believes its location within the Twin Cities metro area, positions itself well to ensure consistent business growth. Maplewood's city government is eager to partner in business development and redevelopment.

Maplewood, Minnesota is a first ring suburb with about 40,000 people in the Twin Cities metropolitan area, about 15 minutes from downtown Saint Paul. Maplewood has more than 30 parks and a great trail system. The City provides a wide variety of services including a public safety division with a full time Fire Department, robust public works and street clean services, and an efficient highly dedicated staff. Maplewood has strong schools and a variety of recreational opportunities that add to its quality of life. As a diverse and growing community, the City welcomes potential residents, business owners, and visitors.

### Demographics

The population of Maplewood is approximately 41,000.

### Top Industries

The top industries in Maplewood are:

- Education
- Health Care
- Manufacturing
- Retail
- Social Services

### Major Employers

Major Employers in Maplewood include:

- 3M
- Best Buy
- Costco Wholesale
- M Health Fairview
- Independent School District 622
- Macy's
- Maplewood Mall



## Population

Growth Rate: The population of the City of Maplewood continued to grow from the 2000 census to the 2020 census. Below is a chart indicating the population growth of the City of Maplewood and Ramsey County:

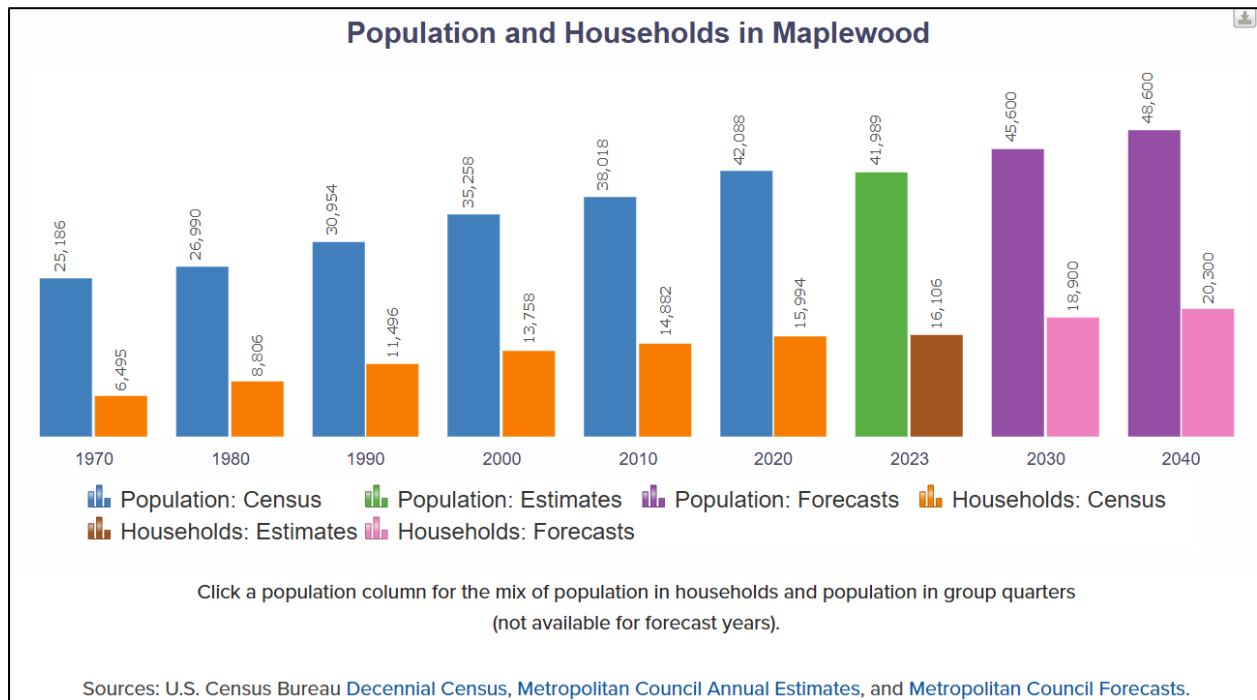
AREA	2000 CENSUS	2010 CENSUS	2020 Census
City of Maplewood	35,258	38,018	42,088
Ramsey County	511,035	508,640	552,352

Source: U.S. Census Bureau Decennial Census, Metropolitan Council Annual Estimates, and Metropolitan Council Forecasts.

The following excerpt/summary about the City of Maplewood's population was taken from the City of Maplewood's Comprehensive Plan:

"The City is currently and is expected to continue to be the second largest City in Ramsey County with approximately 8% of the overall county's population. The Metropolitan Council projects this growth to continue in the future, with over 10,000 additional people expected by the year 2040 for a total population of 48,600."

The following chart was taken from the Metropolitan Council's Community Profile for the City of Maplewood:

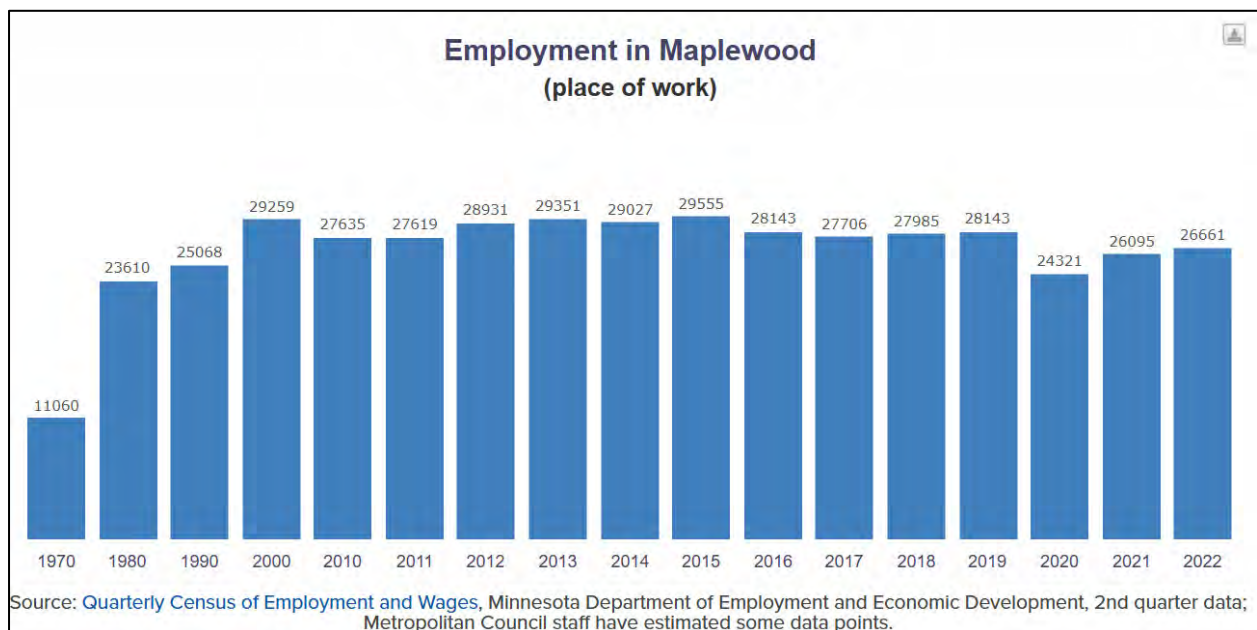


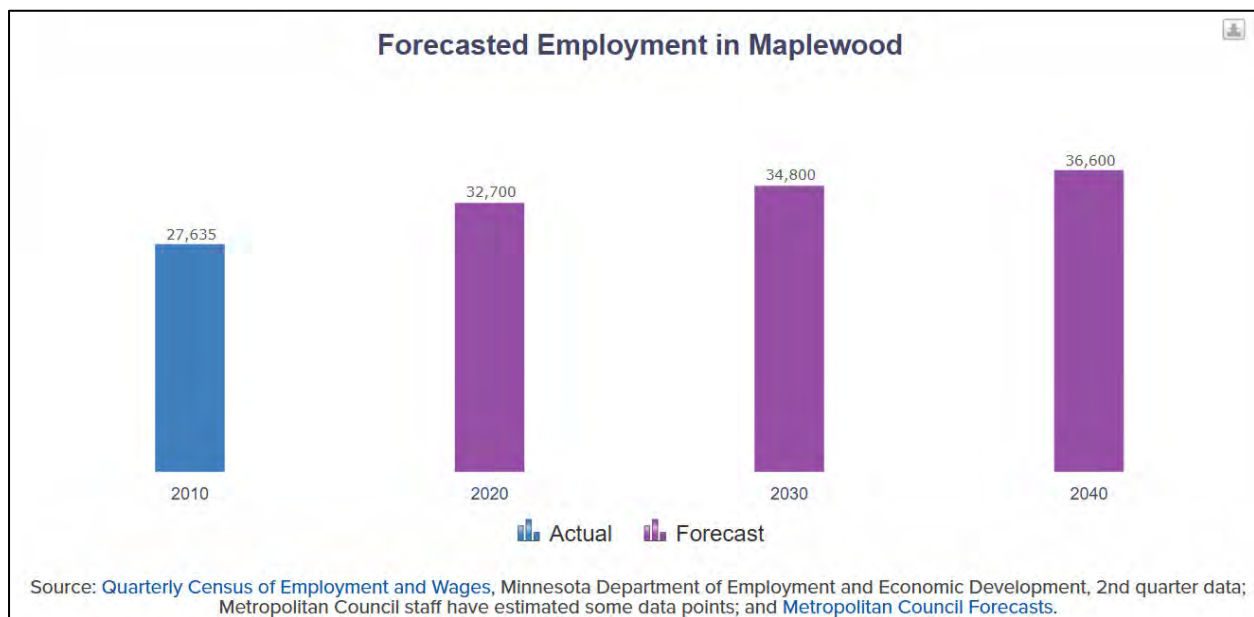
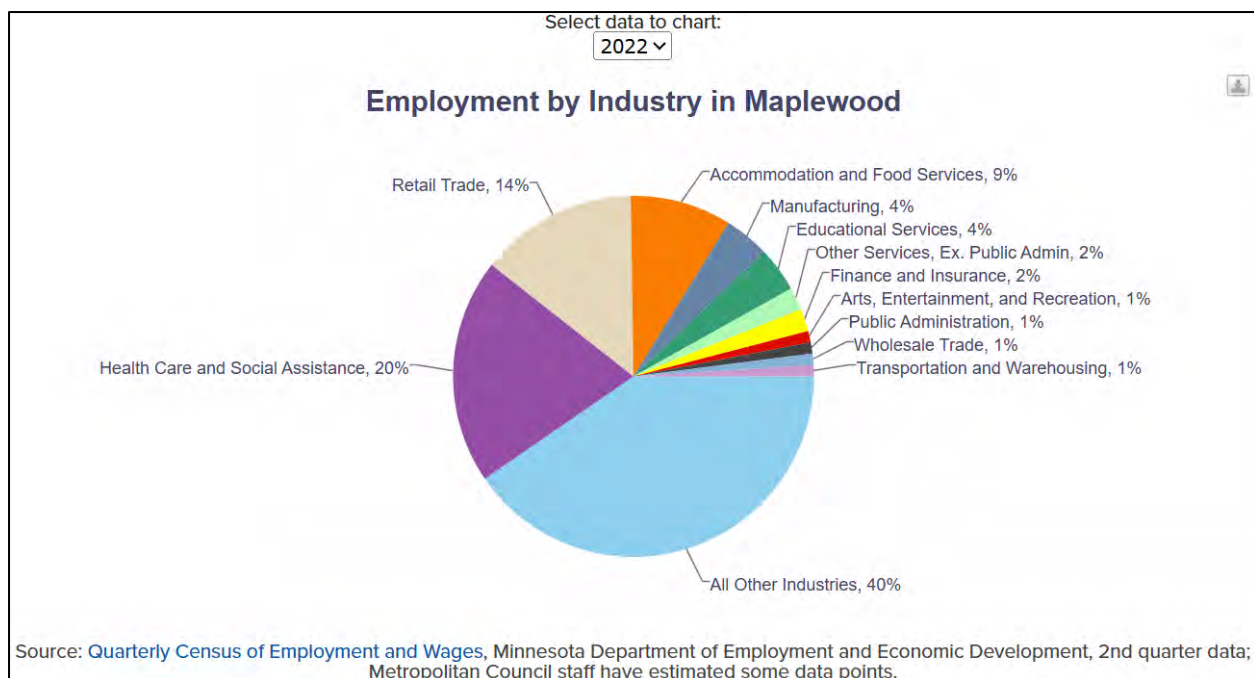
The following overview chart was taken from the Metropolitan Council's Community Profile for the City of Maplewood:

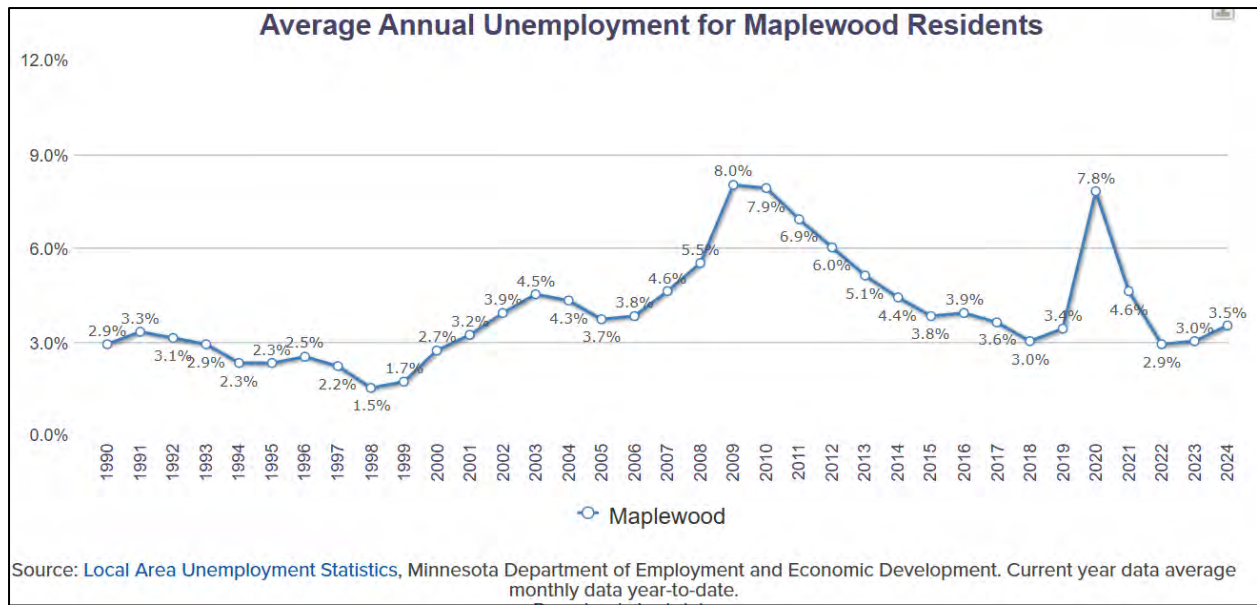
Area	18.0 sq miles
	11,539 Acres
Parks, Recreation & Preserves (in 2020)	1,828 Acres
Population (2023)	41,989
Households (2023)	16,106
Employment (2022)	26,661
Community Website	<a href="#">Maplewood website</a>
County	Ramsey
Met Council Sector Rep	<a href="#">Patrick Boylan</a>
Met Council District	<a href="#">District 12 and 13</a>

### Economy/Employment

The following charts were taken from the Metropolitan Council's Community Profile for the City of Maplewood:







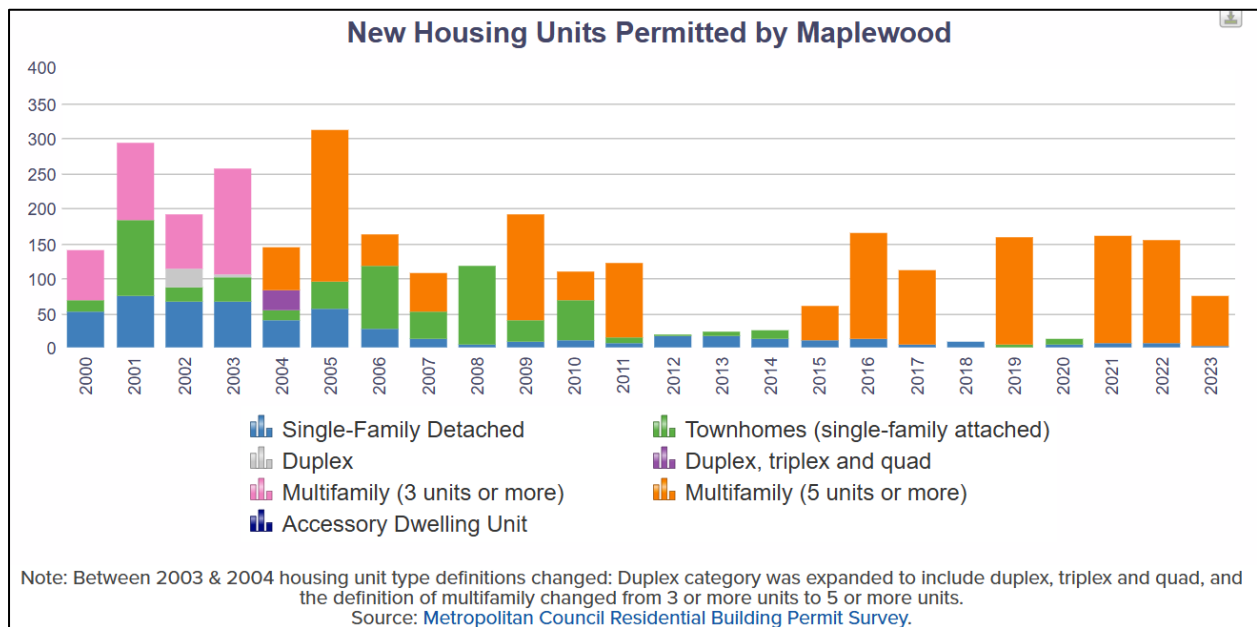
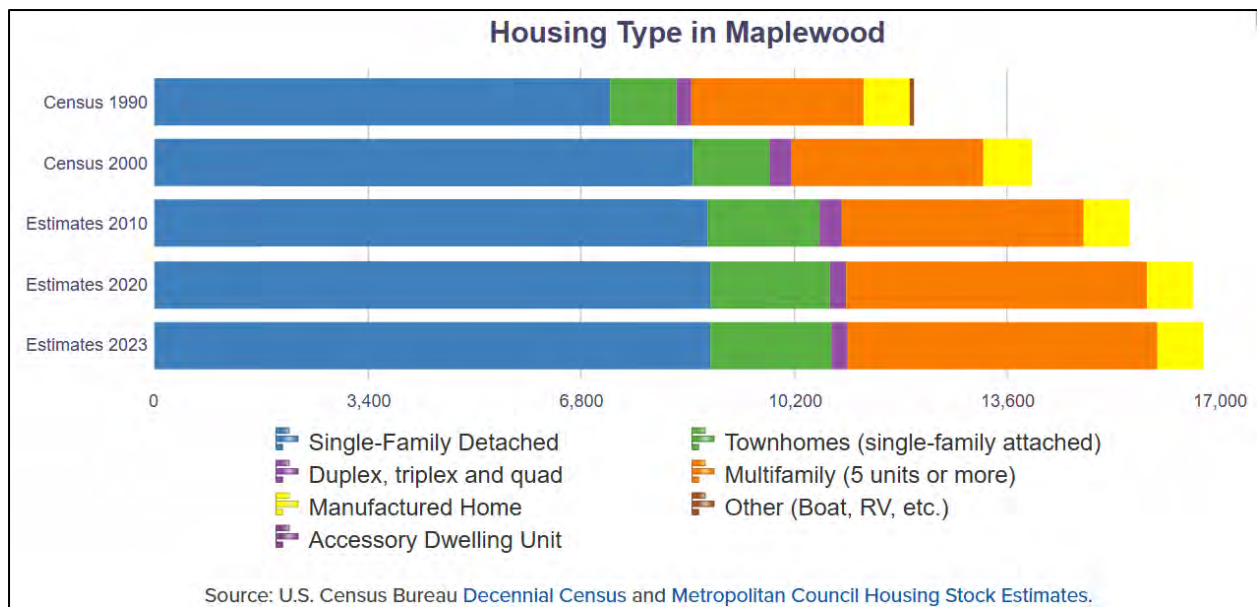
### Housing:

The following chart reflects the median rent, average housing vacancy and median housing value for the City of Maplewood and Ramsey County, taken from the Metropolitan Council Website:

Location	Median Rent (2023 dollars)	Average Housing Vacancy	Median Housing Value (2023 dollars)
City of Maplewood	\$1,316	4.6%	\$291,300
Ramsey County	\$1,298	5.4%	\$304,900

The following charts were taken from the Metropolitan Council's Community Profile for the City of Maplewood:

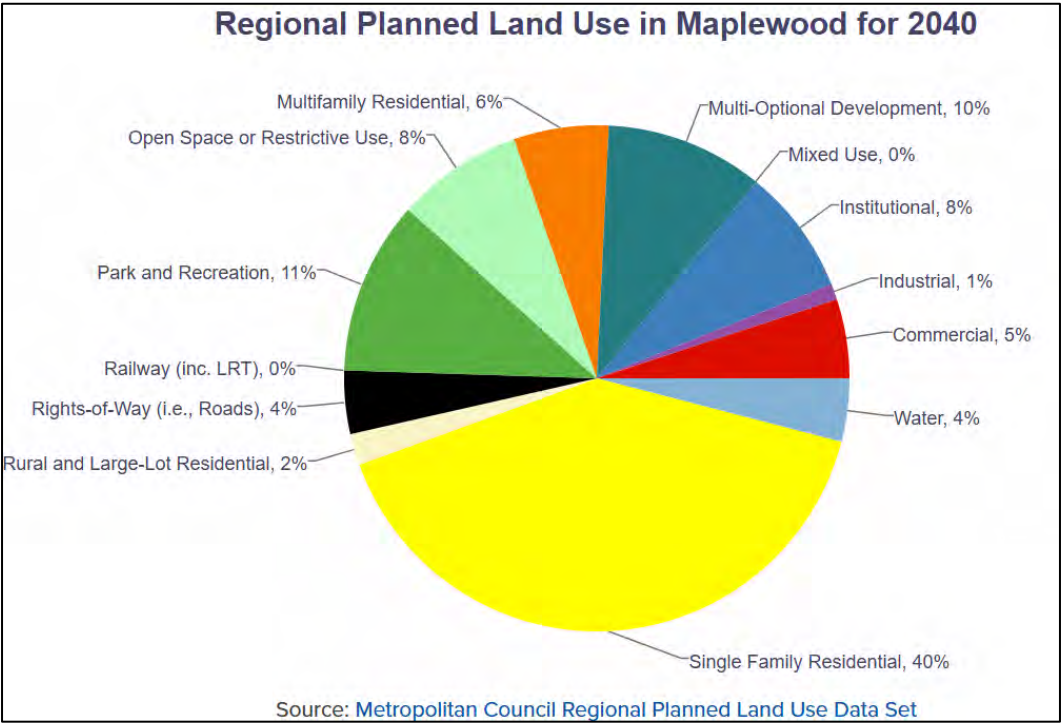
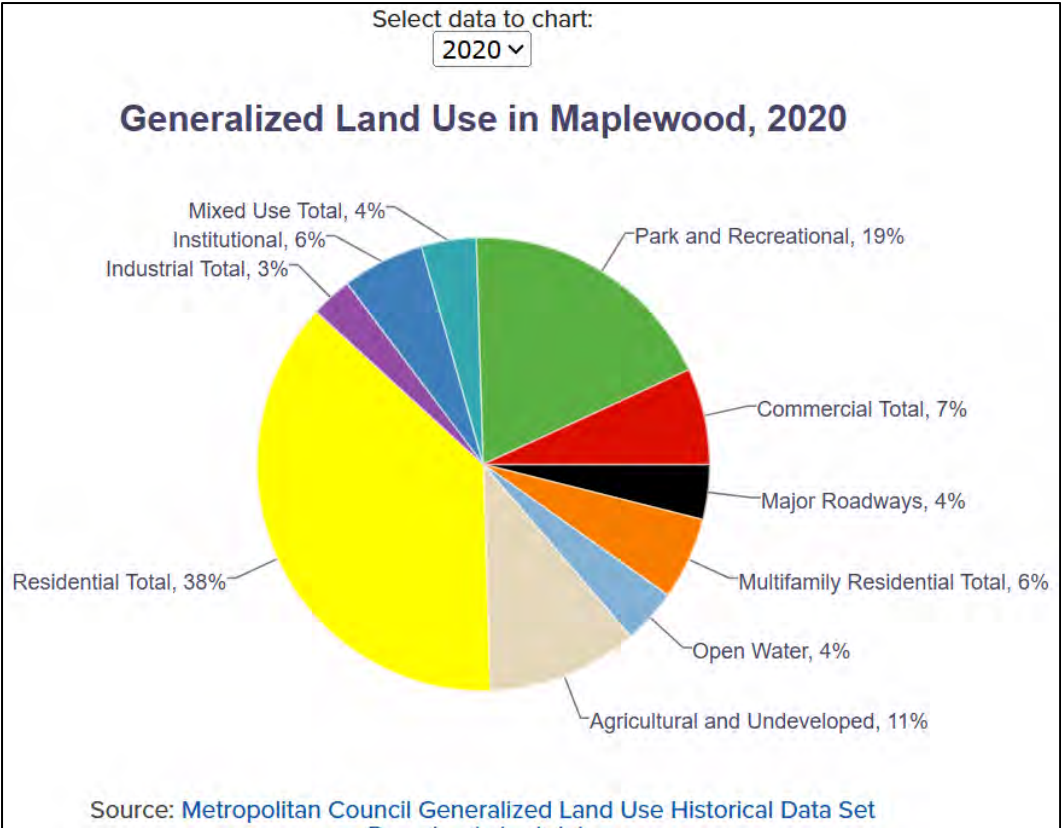




## Land Use:

The following charts were taken from the Metropolitan Council's Community Profile for the City of Maplewood:





## Neighborhood Description

The subject is located in the northwestern quadrant of the City of Maplewood, which is located in Ramsey County, MN. The subject parcel is comprised of three areas separated by roadway. The most northern portion of the subject parcel is located at the northwest corner of Keller Parkway North and Arcade Street North. This northern portion is a smaller thin strip of land which appears to generally be comprised of a portion of Lake Gervais. The mid-portion of the subject parcel is bound by Keller Parkway North to the northeast and east, State Highway 36 to the south, and Arcade Street North to the northwest and west. This mid-portion generally includes and surrounds Spoon Lake. The southern portion of the subject parcel is located in the southwest quadrant of the State Highway 36 and U.S. Highway 61 interchange. This southern portion is generally comprised of the northern portion of Keller Lake. Surrounding land uses to the northern and mid-portions of the subject are generally single family residential in nature. Surrounding land uses to the south portion of the subject are generally single family residential in nature to the west. To the east across U.S. Highway 61 are some commercial uses and a golf course.

The subject is part of the Keller Regional Park. Following is information about the park was taken from Ramsey County's website:

### "Keller Regional Park

The oldest park in the Ramsey County parks system, Keller Regional Park is spread out into six sections along Highway 61 in Maplewood: Spoon Lake, Island, Lakeside, Lower Keller, Golfview and Round Lake.

### Amenities:

- Eight parking lots. Ample parking is available at the lot adjacent to Keller Golf Course.
- Tug boat courts (Golfview section).
- Archery range with 12 lanes (Golfview section).
- Playground (Golfview section).
- Boat launch (Spoon Lake section).
- Fishing pier (Round Lake and Spoon Lake).
- Shoreline fishing (Spoon and Lakeside sections).
- Paved trails and new boardwalk trail running from the Island section under Highway 36 to Spoon Lake."









Following is information on the three lakes the subject parcel has frontage on taken from the MnDNR's website:



## Lake Gervais:

### Gervais (62000700)

<b>Area:</b> 235.01 acres	<b>Mean Depth:</b> N/A
<b>Littoral Area</b> <sup>?</sup> : 91 acres	<b>Maximum Depth:</b> 41 feet
<b>Shore Length:</b> 3.3 miles	<b>Average Water Clarity:</b> 6.0 feet

### Status of the Fishery

Gervais Lake is categorized as lake class 24 with a surface area of 235 acres, with 91 acres being littoral (38.7%). The lake has a maximum depth of 41.0 feet. The lake has variable, but fair water clarity with a maximum secchi disk reading during this survey of 3.5 feet, which is lower than the long-term average on this lake. Ramsey County operates a small park on the southwest corner of the lake which contains a picnic area, a swimming beach, and a fishing pier. Boats gain access to this lake from a channel in adjacent Spoon Lake, and frequently use the park area as a starting point for water skiing and other recreational activities. The water is deemed suitable for swimming and wading, with decent clarity and low algae levels with moderate turbidity throughout the open water season. Gervais Lake is primarily managed for Walleye and Hybrid Muskellunge (Tiger Muskellunge). Walleye management was changed in 2017 to stocking 0.65 pounds of fingerlings per littoral-acre on an annual basis (59 pounds). The previous stocking regime since 1994 consisted of stocking fingerlings biennially, in even numbered years, at a rate of 2.0 pounds per littoral acre (182 pounds). The stocking of Tiger Muskellunge was initiated in 1985 with the stocking of 125 fingerlings. Current Tiger Muskellunge stocking is conducted biennially, on odd numbered years, at a rate of 1.0 fingerlings per surface acre (235 fish). Gervais Lake is also stocked with surplus Tiger Muskellunge fry in years they are available. Concentrations of PFOS and mercury in fish tissue from Gervais exceed the water quality standard, and a fish consumption advisory has been issued for this lake for Bluegill, Black Crappie and Walleye. Monitoring contaminants in fish from Gervais Lake will be ongoing.

The 2020 Walleye catch rate on Gervais Lake was 4 per gill net, the third highest observed in Gervais Lake (See Table 1). The average size of Walleye in the gill nets was 14.89 inches and sampled fish ranged in age from 1 to 6 years old. The 2020 Northern Pike catch rate abundance (15.8 fish per gill net) was the highest on record for Gervais Lake. High numbers of Northern Pike can reduce the success of Walleye and Tiger Muskellunge stocking due to predation. The average size pike in 2020 was 25 inches long. Gervais Lake is in the North-Central Zone for Northern Pike management which allows a harvest of 10 fish, with 2 allowed over 26 inches, and a protected slot between 22 and 26 inches. The objectives of this regulation is to see some modest improvement in northern pike size distribution, reduce densities of small pike, and improve harvest opportunity for smaller and preferred size pike.

### Overall Condition:

Suitable for swimming and wading, with good clarity and low algae levels throughout the open water season. May not support a thriving community of fish and other aquatic organisms, as indicated by Chloride; Fish bioassessments. Concentrations of Mercury in fish tissue; Perfluorooctane sulfonate (PFOS) in fish tissue exceed the standard; fish and aquatic organisms are not always suitable for consumption by humans or wildlife.



## Spoon Lake:

### Spoon (62001001)

**Area:** 6.82 acres

**Littoral Area<sup>2</sup>:** 6.82 acres

**Shore Length:** 0.56 miles

**Mean Depth:** N/A

**Maximum Depth:** 6 feet

**Average Water Clarity:** N/A

### Status of the Fishery

Spoon Lake is a small 10 acre sub basin of Keller Lake. Ramsey County owns all of the shoreline and has created a county park that has ample shoreline fishing opportunities. A boat launch gives access to both Keller and Gervais Lakes.

Bluegills are the main attraction on spoon Lake. Over 40% of the bluegills sampled during the 2007 survey exceeded 6 inches. Black crappies abundance has dropped since the last survey but is still within average numbers for this type of lake. The average size of black crappies sampled was 6.3 inches. Other species sampled include pumpkinseed sunfish, hybrid sunfish, yellow bullhead, carp, and golden shiner. Although not sampled in this survey of Spoon Lake, walleye, northern pike, largemouth bass, and hybrid muskellunge are present in Gervais Lake, which is directly upstream.

## Keller Lake:

### Keller (main bay) (62001002)

**Area:** 73.32 acres

**Littoral Area<sup>2</sup>:** 73.32 acres

**Shore Length:** 2.47 miles

**Mean Depth:** N/A

**Maximum Depth:** 8 feet

**Average Water Clarity:** 4.3 feet

### Status of the Fishery

Keller Lakes fish population is dominated by bluegills. They made up over 90% of the trap net catch. The average length was 5.7 inches. Over 40% of the bluegills measured were 6 inches or larger, but only 1% were larger than 7 inches. Black crappies were found in low abundance and small size. Hybrid (tiger) muskellunge and walleye were sampled during the assessment. Neither species are not stocked in Keller Lake but are stocked in Phalen and Gervais Lakes which are connected. Largemouth bass were sampled in high abundance but were small. They averaged 7.54 inches in length.

### Overall Condition:

Suitable for swimming and wading, with good clarity and low algae levels throughout the open water season. Concentrations of Perfluorooctane sulfonate (PFOS) in fish tissue exceed the standard; fish and aquatic organisms are not always suitable for consumption by humans or wildlife.



## Improved Single Family Residential Area Market Data

To estimate changes in market conditions and related adjustments, statistical data from the Northstar MLS system's Infosparks Market data website. The effective date of this appraisal is March 4, 2025, and statistical data from February of each year is used. Ramsey County statistics are used due to the larger volume of data, are deemed more statistically reliable than that of just the City of Maplewood. Following is the data:

In February 2021, there were 6,076 single family residences that sold in all of Ramsey County. The median sales price for all of Ramsey County was \$275,000. The median days on the market was 13, and the average was 31.

In February 2022, there were 6,014 single family residences that sold in all of Ramsey County. The median sales price for all of Ramsey County was \$310,000. The median days on the market was 10, and the average was 23. These statistics indicate an average appreciation of approximately 12.73% per year or 1.06% per month from February 2021 to February 2022.

In February 2023, there were 4,918 single family residences that sold in all of Ramsey County. The median sales price for all of Ramsey County was \$325,000. The median days on the market was 11, and the average was 25. These statistics indicate an average appreciation of approximately 4.84% per year or 0.40% per month from February 2022 to February 2023.

In February 2024, there were 3,952 single family residences that sold in all of Ramsey County. The median sales price for all of Ramsey County was \$333,000. The median days on the market was 12, and the average was 29. These statistics indicate an average appreciation of approximately 2.46% per year or 0.21% per month from February 2023 to February 2024.

In February 2025, there were 4,117 single family residences that sold in all of Ramsey County. The median sales price for all of Ramsey County was \$350,000. The median days on the market was 14, and the average was 33. These statistics indicate an average appreciation of approximately 5.11% per year or 0.43% per month from February 2024 to February 2025.

Following is a summary of the prior statistics:

February 2021 to February 2022: +12.73% (+1.06% per month)  
February 2022 to February 2023: +4.84% (+0.40% per month)  
February 2023 to February 2024: +2.46% (+0.21% per month)  
February 2024 to February 2025: +5.11% (+0.43% per month)



These statistics are from the entire Ramsey County, which due to the larger volume of data, is more statistically reliable than the City of Maplewood. Also, there is no reason to believe that the City of Maplewood would appreciate or decline more rapidly than that of the larger County.

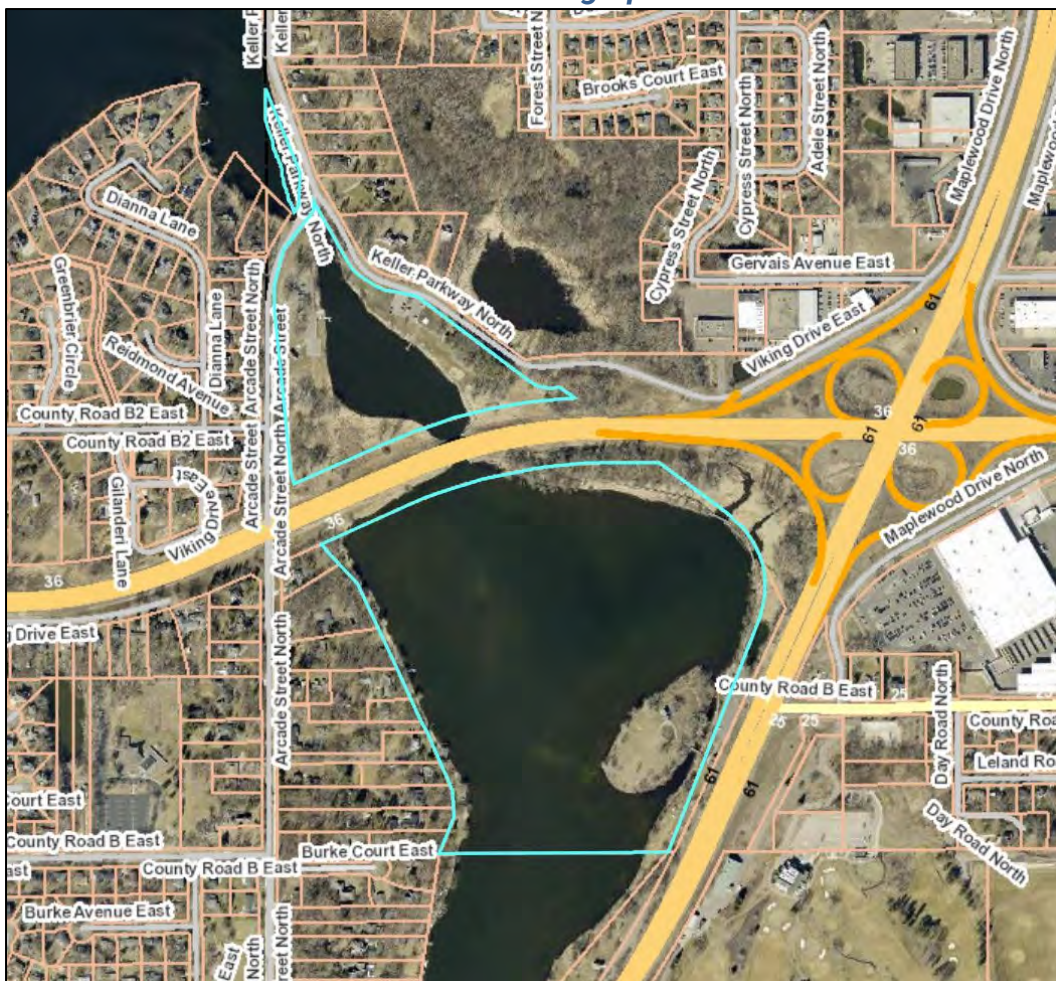


## Property Data

### Site Description

Address/Location: The subject is located in the northwestern quadrant of the City of Maplewood, which is located in Ramsey County, MN. The subject parcel is comprised of three areas separated by roadway. The most northern portion of the subject parcel is located at the northwest corner of Keller Parkway North and Arcade Street North. This northern portion is a smaller thin strip of land which appears to generally be comprised of a portion of Lake Gervais. The mid-portion of the subject parcel is bound by Keller Parkway North to the northeast and east, State Highway 36 to the south, and Arcade Street North to the northwest and west. This mid-portion generally includes and surrounds Spoon Lake. The southern portion of the subject parcel is located in the southwest quadrant of the State Highway 36 and U.S. Highway 61 interchange. This southern portion is generally comprised of the northern portion of Keller Lake. The subject parcel does not have a physical address. It is noted, the proposed acquisition is located on the mid-portion of the subject parcel. Following is an aerial photograph.

### *Aerial Photograph*

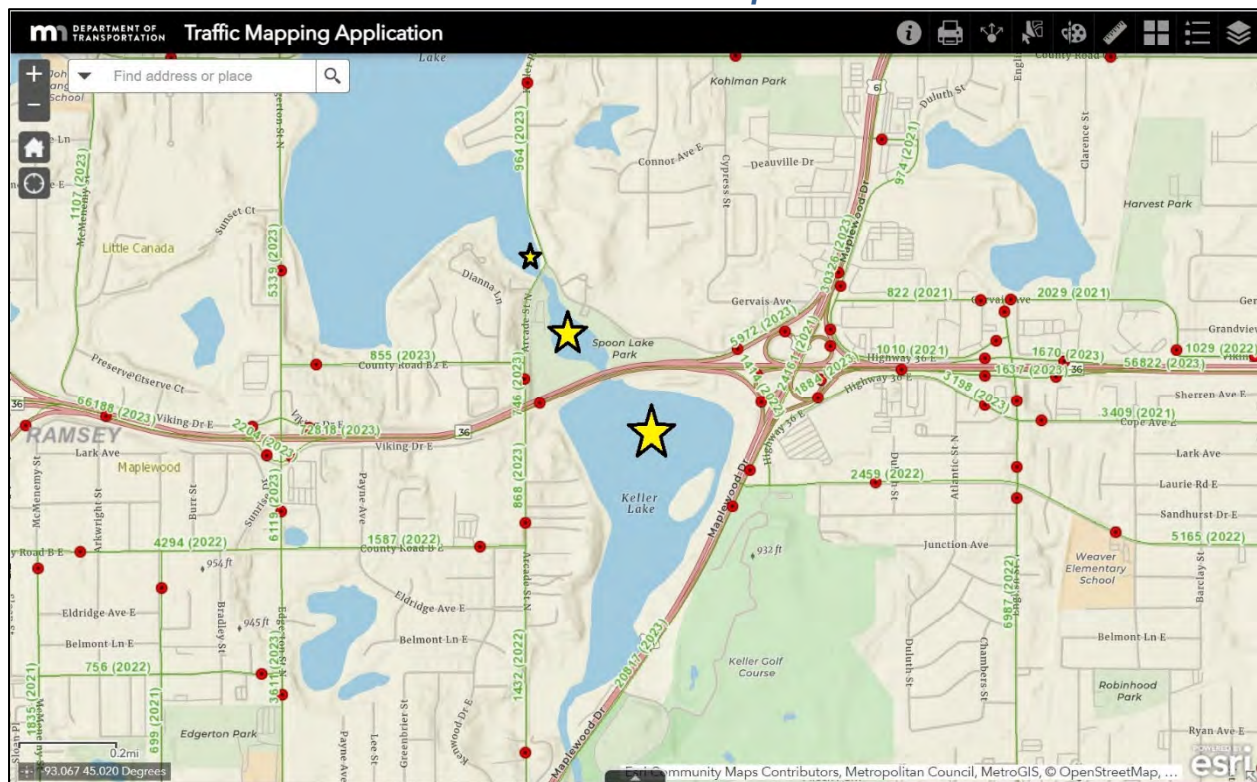


Size: Per information provided by the client, and Ramsey County Records, the subject parcel is 78.88 acres in size.

Shape: The subject parcel is comprised of three areas separated by roadway, with each area being irregular in shape.

Road Frontage: The most northern portion of the subject parcel is located at the northwest corner of Keller Parkway North and Arcade Street North. The mid-portion of the subject parcel is bound by Keller Parkway North to the northeast and east, State Highway 36 to the south, and Arcade Street North to the northwest and west. The southern portion of the subject parcel is located in the southwest quadrant of the State Highway 36 and U.S. Highway 61 interchange. Following is a traffic volume map which reflects the traffic counts in the area of the subject parcel.

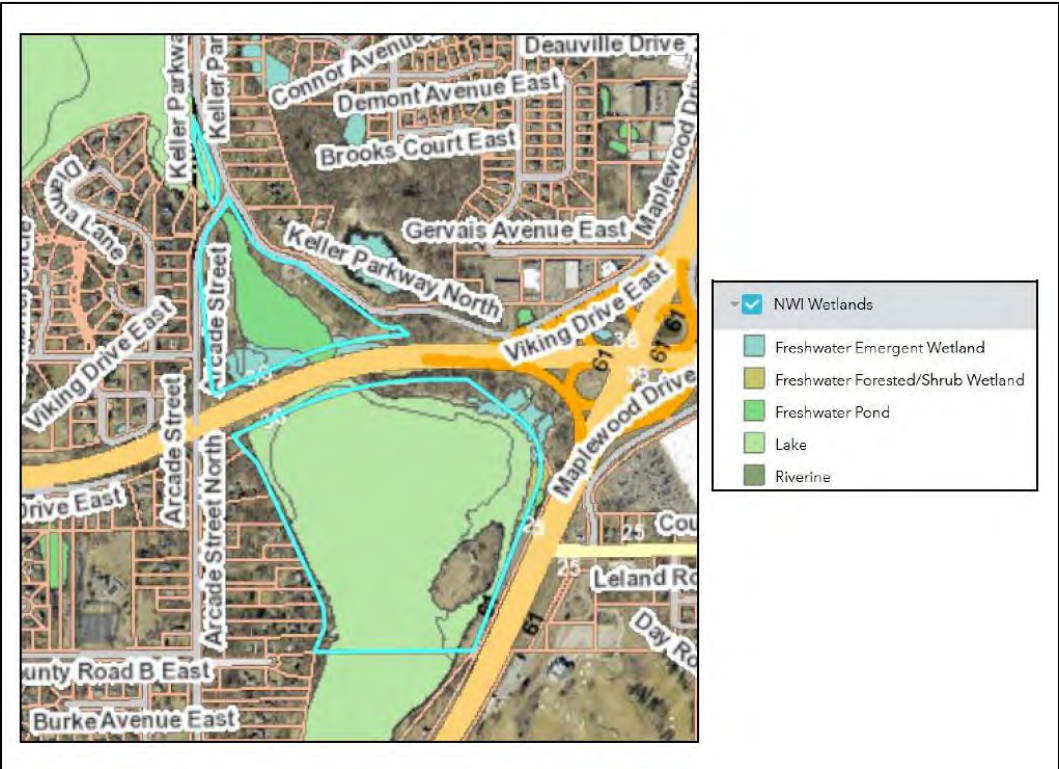
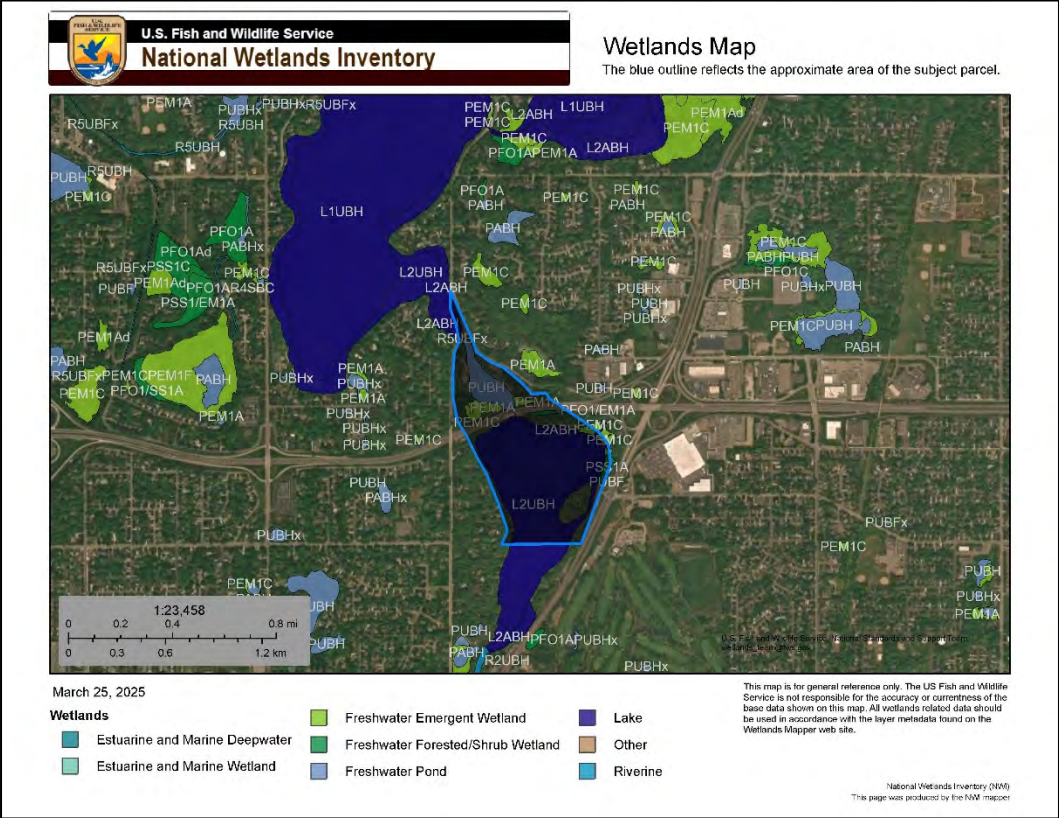
**Traffic Volume Map**



Topography: The subject parcel has level to slightly undulating topography with areas comprised of wetlands, pond, and/or lake. Overall, about 75-80% of the property is comprised of wetlands, pond and/or lake. Following are some wetland maps.



Wetlands Maps

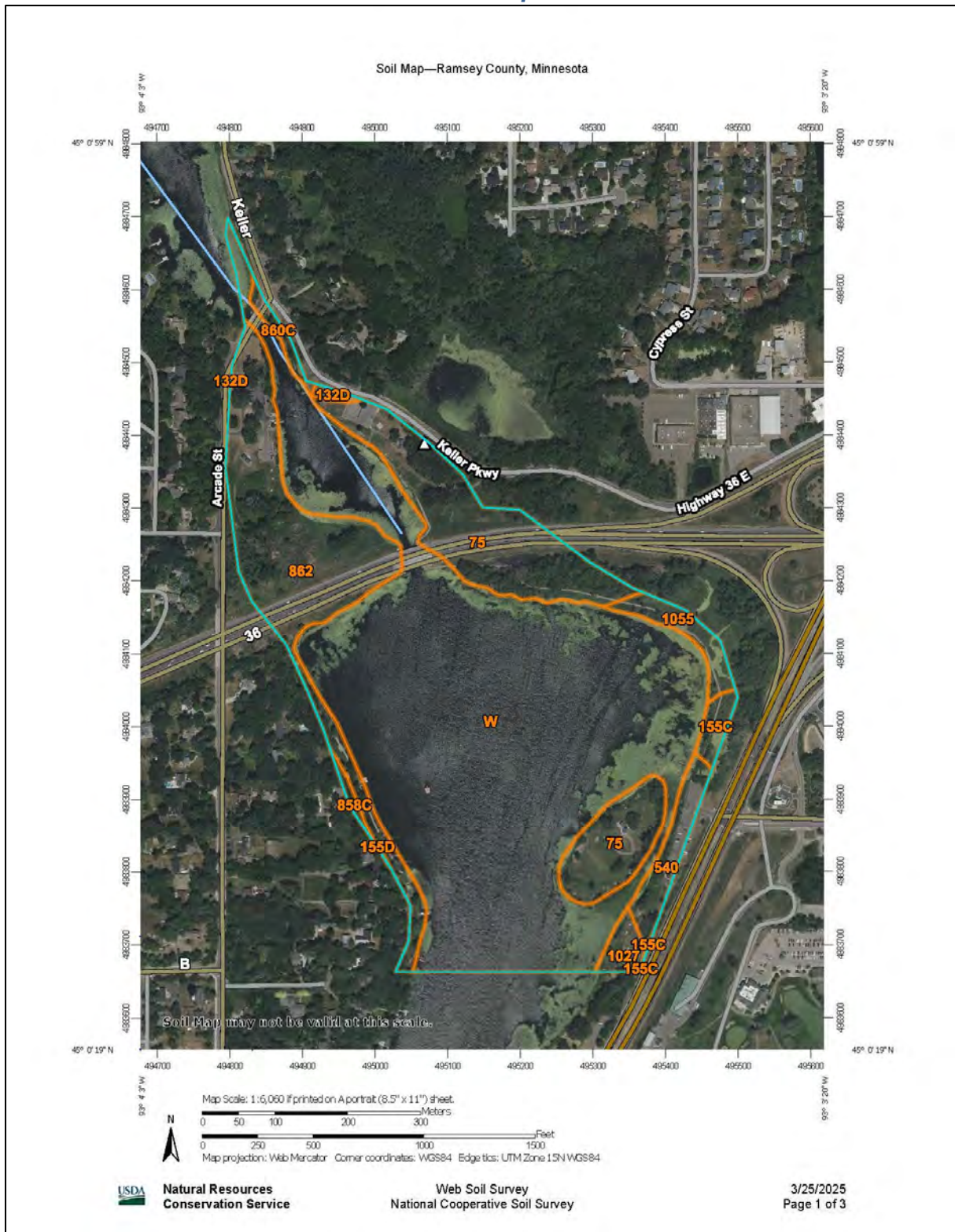


The above map was taken from the Ramsey County GIS Mapping System. The subject parcel is outlined in the green/blue color.



Soils and Mineral Deposits: The USDA Soil Survey Map shown following was utilized to determine soil types. Following is the soils map.

### Soils Map



## Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
75	Bluffton loam	12.9	14.4%
132D	Hayden fine sandy loam, 12 to 25 percent slopes	0.2	0.3%
155C	Chetek sandy loam, 6 to 12 percent slopes	0.8	0.9%
155D	Chetek sandy loam, 12 to 25 percent slopes	0.0	0.0%
540	Seelyeville muck	2.1	2.3%
858C	Urban land-Chetek complex, 3 to 15 percent slopes	0.2	0.3%
860C	Urban land-Hayden-Kingsley complex, 3 to 15 percent slopes	0.6	0.6%
862	Urban land-Dundas complex, 1 to 4 percent slopes	13.3	14.8%
1027	Udorthents, wet substratum	0.9	1.0%
1055	Aquolls and histosols, ponded	1.5	1.7%
W	Water	57.3	63.8%
<b>Totals for Area of Interest</b>		<b>89.9</b>	<b>100.0%</b>

## MAP LEGEND

<b>Area of Interest (AOI)</b>		Spoil Area
Area of Interest (AOI)		Stony Spot
<b>Soils</b>		Very Stony Spot
Soil Map Unit Polygons		Wet Spot
Soil Map Unit Lines		Other
Soil Map Unit Points		Special Line Features
<b>Special Point Features</b>		<b>Water Features</b>
Blowout		Streams and Canals
Borrow Pit		<b>Transportation</b>
Clay Spot		Rails
Closed Depression		Interstate Highways
Gravel Pit		US Routes
Gravelly Spot		Major Roads
Landfill		Local Roads
Lava Flow		<b>Background</b>
Marsh or swamp		Aerial Photography
Mine or Quarry		
Miscellaneous Water		
Perennial Water		
Rock Outcrop		
Saline Spot		
Sandy Spot		
Severely Eroded Spot		
Sinkhole		
Slide or Slip		
Sodic Spot		

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Ramsey County, Minnesota

Survey Area Data: Version 19, Sep 7, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 29, 2023—Sep 13, 2023

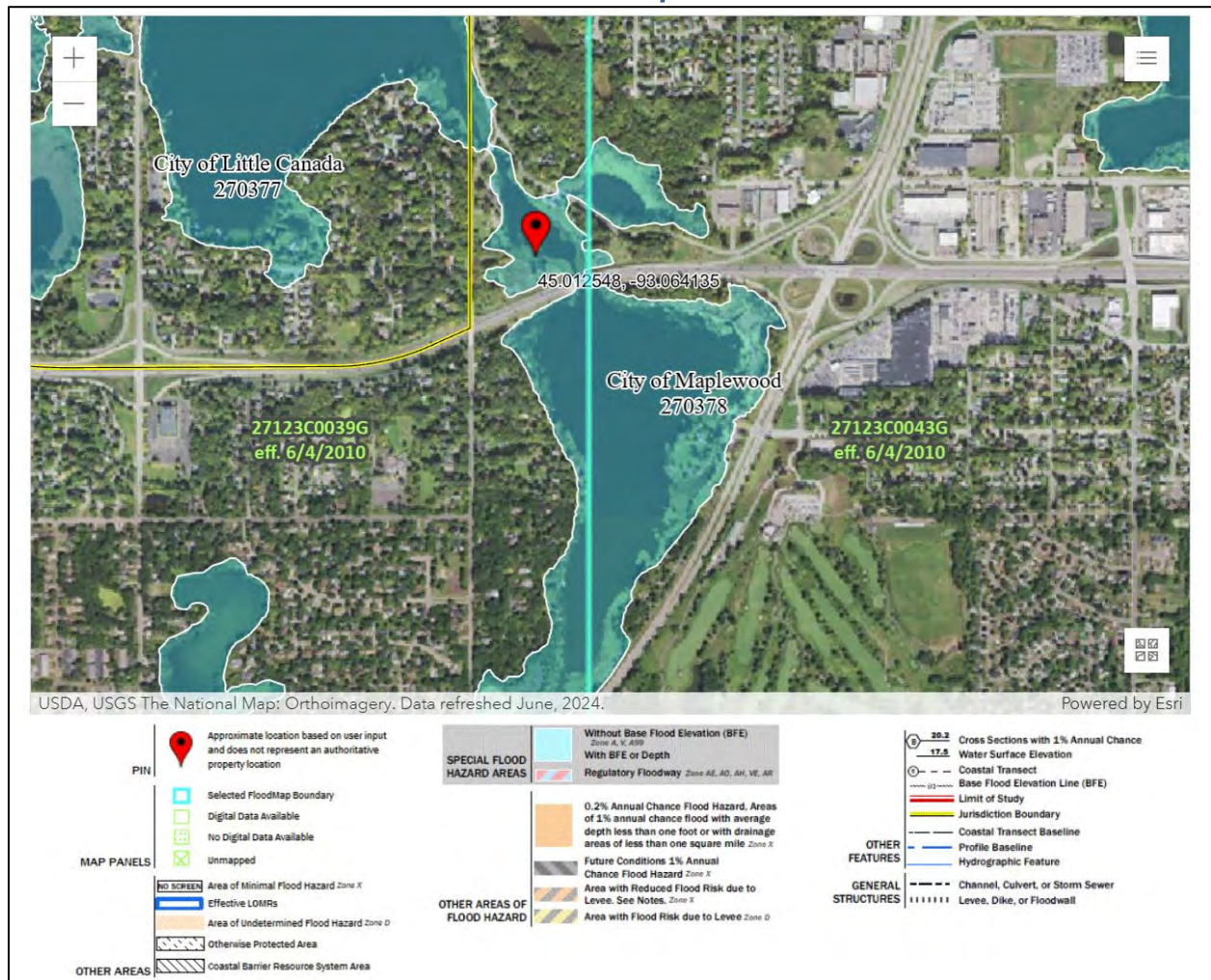
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



Utilities: It appears that the subject has access to all urban utilities, including city water and sewer.

Drainage/Flood Plain: The subject parcel is located on the FEMA Flood Zone Panel Numbers 27123C0043G and 27123C0039G, both with an effective date of June 4, 2010. Per the mapping, it appears that about 90% of the subject parcel is located within Flood Zone AE, areas of high flood risk. The remaining area is located within Flood Zone X, areas of minimal flood risk. Following is a flood map.

### Flood Map



Environmental Issues: Environmental contamination of the subject site is not known, observed, or suspected. In the event that negative environmental issues are identified, it could have a dramatic impact on real estate values. We are not experts in the identification of hazardous waste, and recommend that if a concern exists, that the proper professional organization be contacted to identify if such a problem exists.



Easements, Encumbrances, or Restrictions: See the *Other Legal Restrictions* section earlier in this appraisal report.

Improvement Description: The subject is generally comprised of vacant land however, does have various park related improvements, including but not limited to, paved and striped parking areas, paved trails, signage, picnic areas, bathroom facilities, and docks/piers.

### Project Description

The subject is impacted by the Metropolitan Council Environmental Services' ES Project #819022-8151 – Siphon Rehab Spoon Lake. The project will include rehabilitation of the deteriorated siphon pipes and the siphon head house and the tail house structures at interceptor 8151 in Maplewood. There is a need for a correction of the existing easements, requiring a new easement from Ramsey County Parks.

### Description of Acquisition and Impact on Subject Property

According to the acquisition sketch, land located on the mid-portion of the subject parcel, in the area of existing easements, is proposed to be affected by the acquisition. The acquisition area is as follows:

<b>Permanent Utility Easement:</b>	<b>7,474 s.f.</b>
<b>Permanent Access Easement:</b>	<b>1,437 s.f.</b>
<b>Temporary Construction Easement:</b>	<b>19,724 s.f.</b>

The following chart was provided by the client and reflects the size of the existing easements on the subject parcel, and the area of the proposed new easements:

PARCEL & EASEMENT INFORMATION			
PARCEL	1		
OWNER	RAMSEY COUNTY PARKS AND REC		
PID NUMBER	092922320003		
ENTIRE PARCEL	78.8799 ACRES		
	EXISTING AREA (SF)	TOTAL PROPOSED AREA (SF)	AREA TO BE ACQUIRED (SF)
UTILITY EASEMENT	29,972	37,446	7,474
ACCESS EASEMENT	11,910	13,347	1,437
TEMPORARY EASEMENT		19,724	19,724

The orientation, configuration, width and length of the acquisition areas can be best viewed on the following work maps. The first work map reflects the existing easements, and the second map reflects the proposed easement areas.

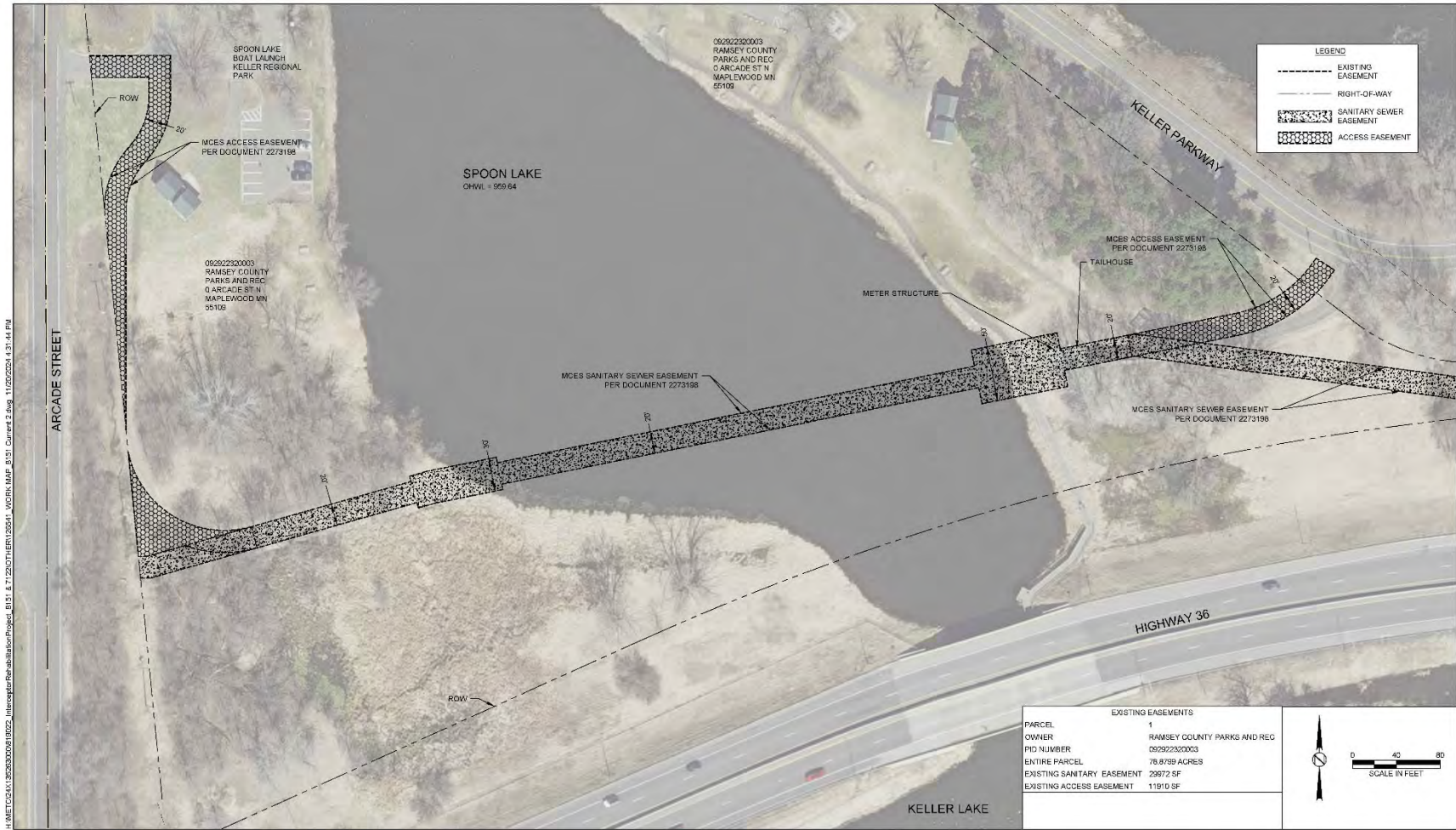


Work Maps



8151 INTERCEPTOR REHABILITATION PROJECT  
METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES

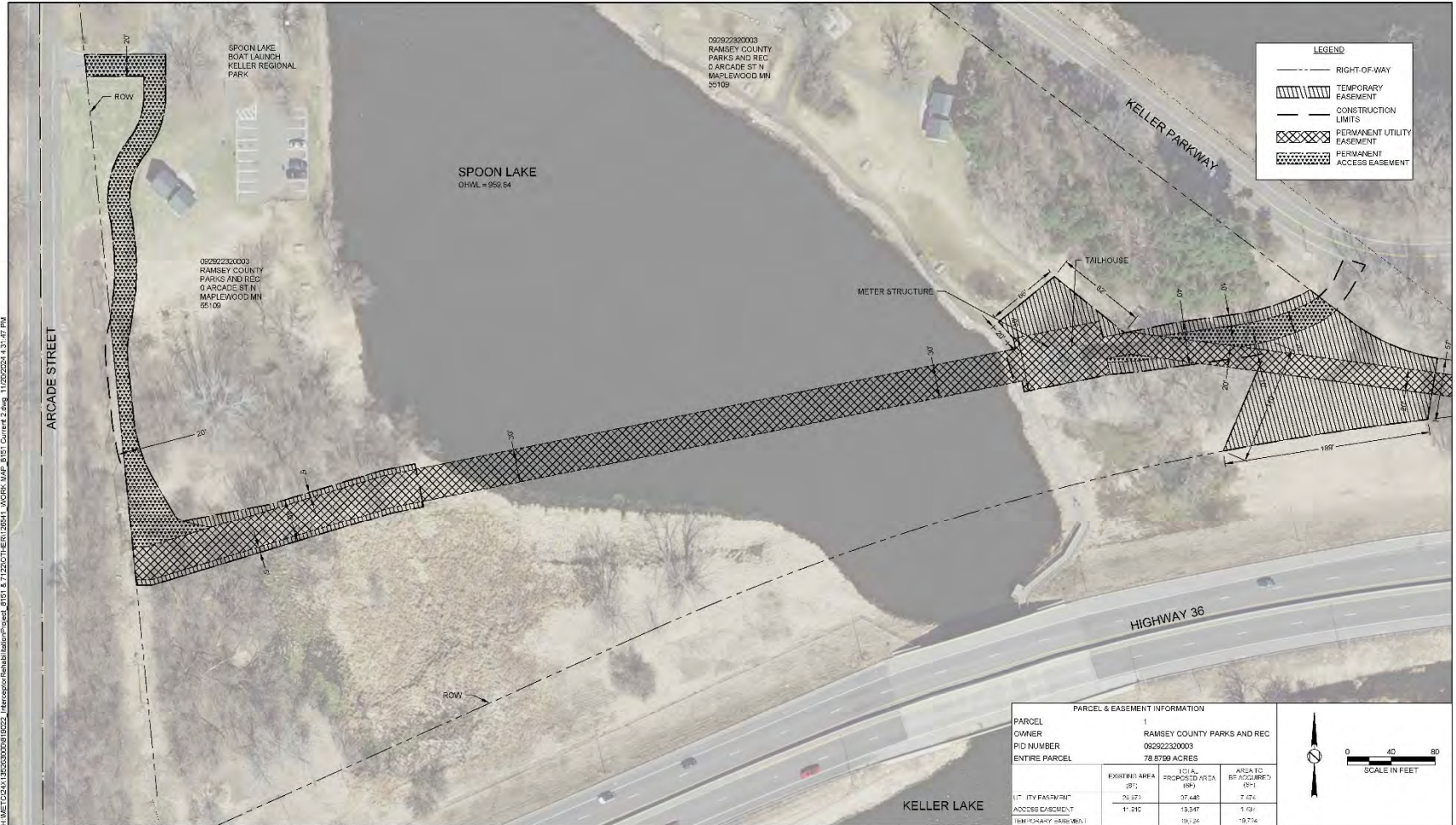
WORK MAP - EXISTING EASEMENTS  
NOVEMBER 2024





**8151 INTERCEPTOR REHABILITATION PROJECT**  
METROPOLITAN COUNCIL ENVIRONMENTAL SERVICES

**WORK MAP - PROPOSED EASEMENTS**  
NOVEMBER 2024



In the before situation, the subject is already encumbered with a 29,972 s.f. permanent utility easement and a 11,910 s.f. permanent access easement. As an effect of the acquisition, an additional 7,474 s.f. of the subject will be encumbered with a permanent utility easement and an additional 1,437 s.f. will be encumbered with a permanent access easement, both adjacent and expanding the pre-existing permanent utility easement and permanent access easement areas. Further, as an effect of the acquisition, 19,724 s.f. of area will be encumbered with a temporary construction easement for a 1.25 year duration. The start date will commence on October 1, 2025, and end on December 31, 2026. Additionally, there will be an option to extend the temporary construction easement for two - six month extensions.

Within the area of the proposed acquisition appears to be natural-occurring vegetation and the water of Spoon Lake, and some pavement. Specifically, the permanent utility easement has primarily water of Spoon Lake and wetland vegetation along its shores. The easterly access easement has pavement (at its ingress/egress point), wetland vegetation, and some natural treed area. The westerly access easement has pavement (at its ingress/egress point), natural grass and brush areas, as well as wetland vegetation near the shores of Spoon Lake.

Reasonable access to the property will be provided throughout the construction project.

The subject parcel will not sustain any permanent negative effect resulting from the proposed acquisition, and has the same highest and best use after, as before acquisition.



## PART III – ANALYSIS AND CONCLUSIONS



## Highest and Best Use

### Definition

Highest and best use is defined in Real Estate Appraisal Terminology, Byrl N. Boyce, Cambridge, M.A.: Ballinger, 1975, p.127, as:

That reasonable and probable use that will support the highest present value, as defined as of the effective date of the appraisal. Alternatively, that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported [legally permissible], financially feasible, and which results in highest land value [maximally productive].

The definition applies specifically to the highest and best use of land. In certain cases where a site has existing improvements, the highest and best use may be determined to be different from the existing use. The existing use will continue however, unless the land value in its highest and best use exceeds the total value of the property in its existing improved use. In some instances, the highest and best use of the improvements may be to serve an interim use until such time that the improvements no longer lend value to the land, and a different use can be readily absorbed into the market and made profitable.

The four tests of highest and best use are those outlined above, i.e. physically possible, legally permissible, financially feasible, and maximally productive.

The highest and best use for the subject property is determined both as vacant, and as improved.

The four tests, as they apply to the subject, are detailed below:

**Physically Possible** - Physically possible considers the site's potential use (as opposed to its current use), by considering many items about the site, including all physical characteristics such as size, dimensions, shape, and topography/drainage. Other items such as roadway frontage, ingress/egress, visibility, easements, soils, and utility services also are considered.

**Legally Permissible** - Legally permissible considers the subject's current zoning regulations, potential changes in the zoning regulations, protective covenants, deed restrictions, or other restrictions imposed by an administrative authority.

**Financially Feasible** - After consideration for the subject site's physical attributes and legal potential, the property's use which is likely to produce an income or return equal to or greater than the amount required to satisfy the financial obligation of the site is considered. Financially feasible assumes an adequate return to the land must be measurable.



**Maximally Productive** - Maximum profitability is obtained from that use among those financially feasible which provides the highest present worth to the property.

Per information provided by the client, and Ramsey County Records, the subject parcel is 78.88 acres in size. The subject parcel is comprised of three areas separated by roadway, with each area being irregular in shape. The subject parcel has level to slightly undulating topography with areas comprised of wetlands, pond, and/or lake. Overall, about 75-80% of the property is comprised of wetlands, pond and/or lake.

The subject parcel is located on the FEMA Flood Zone Panel Numbers 27123C0043G and 27123C0039G, both with an effective date of June 4, 2010. Per the mapping, it appears that about 90% of the subject parcel is located within Flood Zone AE, areas of high flood risk. The remaining area is located within Flood Zone X, areas of minimal flood risk. The subject appears to have buildable soils in the upland areas.

It appears that the subject has access to all urban utilities, including city water and sewer.

The most northern portion of the subject parcel is located at the northwest corner of Keller Parkway North and Arcade Street North. The mid-portion of the subject parcel is bound by Keller Parkway North to the northeast and east, State Highway 36 to the south, and Arcade Street North to the northwest and west. The southern portion of the subject parcel is located in the southwest quadrant of the State Highway 36 and U.S. Highway 61 interchange.

The subject is zoned F, Farm Residence District, and is subject to the Shoreland and Floodplain Overlay Districts, as governed by the City of Maplewood. The subject parcel appears to be a legal and conforming parcel. The subject's public park use appears to be a legal and conforming use.

Per a Title Opinion provided by the client, the subject is also subject to the following:

A Highway Easement, dated October 5, 1936 and recorded November, 24, 1936 as document No. 906908 in favor of the State of Minnesota for the unrestricted right to improve and beautify the highway, free and clear of all encumbrances. See attached document.

A Highway Easement, dated April 10, 1967 and recorded June 12, 1967 as document No. 1700271 in favor of the State of Minnesota for the unrestricted right to construct and maintain a highway. See attached document.

An Easement, dated May 28, 1991 and recorded June 2, 1994 as document No. 2808854 in favor of the City of Maplewood for public utility purposes. See attached document.

An Agreement and Restrictive Covenant, dated March 27, 2014 and recorded on May 20, 2016 as document No. 4607341 grants Met Council a permanent easement referred to as "Wastewater Facilities Easement[s]" for future regional wastewater conveyance corridors on the Property. See attached document.



There is a discrepancy in the legal description used for the parcel. A judicial decree dated April 12, 1922 and recorded on the same date as document No. 607620 reformed the legal description used in document Nos. 461345 and 461346. The new legal description replaced a mention of a “south corner” with “southwest corner.” The new legal description also replaced a distance of 319 feet to 391 feet. This new legal description was used for the highway easement document No. 607620. However, all documents afterward use a new legal description that incorporates the “southwest corner” change, but replaced the mention of 391 feet back to 319 feet. This change would seem to indicate that the judgment’s mention of 391 feet was a typographical error. Document Nos. 4510098 and 4607341 use an entirely different legal description that does not appear to reference the same parcel. These filings under this parcel may have been an error.

The client also provided an addendum to the Title Opinion which noted the following:

**\*\*Please note:** The prior title work should have also included the following document:

- **Easement Agreement**, between the County of Ramsey and the Metropolitan Waste Control Commission, dated 3/11/1985 and recorded 7/12/1985 as **Document 2273198**.

Also: The title work included an Agreement and Restrictive Covenant, Document 4607341; please note, the legal description on this document is not the legal description of Parcel ID 09-29-22-32-0003.

Per information provided by the client, the subject is encumbered with an existing permanent utility easement that is 29,972 s.f. in size, and a permanent access easement that is 11,910 s.f., both in favor of the Metropolitan Council. These existing easements are located on the mid-portion of the subject parcel in the area of the proposed new acquisition area. There are no other legal restrictions placed on the subject property which the appraiser has been made aware.

The subject appears to be guided Open Space, as guided by the City of Maplewood. There is no reason to believe the zoning of the subject would change in the near future, nor would it be logical to consider a re-zoning request, as the zoning conforms with the subject’s current use, and planned guided land use.

The highest and best use of the subject parcel as vacant is for recreational use, considering the amount of water, and wetland area combined with the current guiding.

The highest and best use as improved is as currently improved as public park space.

The highest and best use concluded is only for the area of the subject that is affected by the proposed acquisition (and surrounding area), and is not for the entire parcel. There are other upland lakefront components of the subject parcel that would have a highest and best use likely other than recreational.

The highest and best use is not impacted as a result of the proposed project, or its partial acquisition from the subject property. The subject parcel will not sustain any permanent negative effect resulting from the proposed acquisition, and has the same highest and best use after, as before acquisition.



## Market and Marketability

### Market Area Defined

The market is defined as the larger Twin Cities area.

### Potential Purchasers & Motivation

As vacant, the potential purchaser would be someone who would find the subject's immediate and general locations desirable, as well as physical land features. A potential purchaser would be interested in the subject property for its highest and best use.

### Typical Terms of Purchase

Typical terms of purchase would be cash, or bank financing.

### Estimated Marketing Time and Exposure Time

According to the Uniform Standards of Professional Appraisal Practice, exposure time is a historical concept and is always presumed to have occurred prior to the effective date of the appraisal. *The Dictionary of Real Estate Appraisal, 6th Edition*, published by the Appraisal Institute, defines exposure time as:

1. *The time a property remains on the market.*
2. *[The] estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. Comment: Exposure time is a retrospective opinion based on an analysis of past events assuming a competitive and open market. (USPAP, 2016-2017 ed.)*

*The Dictionary of Real Estate Appraisal, 6th Edition*, published by the Appraisal Institute, defines marketing time (period) as:

*An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.*

Since most purchaser's belief of estimates for marketing period are based on exposure times in the recent marketplace and as based on transactions of properties similar to that of the subject, it is reasonable that marketing periods and exposure times would be similar from the market's perspective. In stable marketplaces, the marketing period and



exposure time is the same. Differences between the marketing period and exposure time would only result due to changes in the market. Improving markets will indicate exposure times less than marketing periods, while declining markets typically indicate exposure times exceeding marketing periods.

It is estimated that the subject has an exposure time that is similar to the market time. The exposure and market time is estimated at 6-12 months.



## Sales Comparison Approach

### The Sales Comparison Approach Explained

The sales comparison approach involves the comparison of the subject property to that of other similar properties that have sold within a recent time frame or in similar market conditions. This approach is based on the principle of substitution which states, in part, that the value of a property replaceable in the market tends to be set by the cost of acquiring an equally desirable substitute property, assuming that no costly delay is encountered in making the substitution.

To apply this approach, the market is researched to determine not only trends, but also to obtain recent sales of properties as similar as possible to the subject. Typically, the sale prices of the properties deemed most comparable tend to set the range in which the value of the subject property will likely fall. Differences between the comparable sales and the subject are analyzed based on market reaction of the differences.

Comparable sales have been found that are applicable and similar to the subject land, and which provide an adequate reflection of the estimated market value of the subject. Also, competitive listings were researched and analyzed. The unit of comparison reported is the price per acre, since this is how the market typically purchases properties such as the subject.

The estimated value concluded is only for the area of the subject that is affected by the proposed acquisition, and is not for the entire parcel. There are other upland lakefront components of the subject parcel that would have a higher value and have a highest and best use likely other than recreational.

### Comparable Sales

In order to estimate the market value of the subject, comparables were located from county assessor records, Realist, and the Regional Multiple Listing Service, local brokers and sales agents, and private appraiser databases. An ample amount of applicable comparable data was located within the large competitive market.

A table summarizing the applicable comparable sales follows, as well as a map of comparable locations relative to the subject and detailed information on each comparable. Attempts were made to contact the transaction participants by phone. When we were unable to reach a transaction participant by phone, or they were not willing to discuss the details of the transaction, we relied on the certificate of real estate value, which is completed and signed by the buyer or buyer's representative at time of sale. Adjustments were made to the comparable sales based on their relevant differences from the subject property, and the summary of these adjustments follows the comparable data.

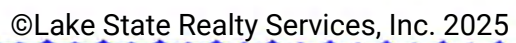


### Comparable Sales Summary Chart

Comp #	Address	Sale Price	Site Size	Sale Date	Price per Acre	Zoning	Comments
1	xxx Oakhill Road North, Scandia, MN 55073	\$50,000	13.41 acres	08/2022	\$3,729/acre	GR, General Rural & Subject to Shoreland & Floodplain Overlays	This property is located at the southwest corner of Oakhill Road North and Ostrum Avenue North, paved roadways. The property has level, rolling and sloping topography, with areas of wetlands, pond and unnamed lake. The property is comprised of a mix of woods, wetlands, pond, and an unnamed lake. Overall, about 50% of the property is comprised of wetlands, pond, or lake. Further, in about the same area as the wetlands, pond, and lake is located within Flood Zone A, areas of high flood risk. Per the MLS Listing, due to setbacks, the property is not buildable and is deemed recreational land.
2	Vacant Land, Columbus, MN 55025	\$135,000	79.30 acres	10/2022	\$1,702/acre	RR, Rural Residential & subject to Shoreland & Floodplain Overlays	This property is comprised of two parcels of record. The property does not have any road frontage being land-locked. Per the MLS Listing, the buyer will need to acquire an easement for access. The property is located adjacent to public land adjacent to the south. The property has generally level topography, and is comprised 100% of wetlands. Further, it appears Rice Creek may run through, or is near adjacent to, the very northwest corner of the property. About 45% of the property is located within floodplain.
3	xxx Andee Avenue, Harris, MN 55032	\$55,000	39.50 acres	12/2022	\$1,392/acre	AG, Agricultural	This property has frontage along Andee Avenue, a gravel roadway, which runs through the northwestern corner of the property. The property has level and rolling topography. Overall, about 80-85% of the property is comprised of wetlands. The property is generally comprised of wetlands with a few wooded upland areas.
4	xxx 105th Avenue NE, Blaine, MN 55434	\$30,000	11.11 acres	09/2022	\$2,700/acre	R-1, Single Family & subject to Floodplain Overlay	This property is located on the northern side of 105th Avenue NE. 105th Avenue NE is paved to the southwest and southeast of the property, however, is unimproved adjacent to the south of the property. The property has generally level topography with areas of wetlands and county ditch no. 39 runs through the property. Overall, about 85% of the property is comprised of wetlands, drainage ditch and/or drainage easements. Additionally, about 70% of the property is located within floodplain. The property is heavily wooded. The property is adjacent to city owned property which has ponds, walking trails, and a park. City sewer and water are available to the property.
5	Vacant Land, Stacy, MN 55079	\$35,000	24.70 acres	06/2023	\$1,417/acre	Rural Residential - Agricultural & subject to Floodplain Overlay	This property does not have any road frontage being land-locked. The property was purchased by an adjacent owner with frontage on Enchantment Lane to the north, a paved roadway. The property has generally level topography, and is comprised of 99% wetlands. Further, 100% of the property is located within floodplain. The property is generally open wetland area with a few treed areas.
6	Vacant Land, Spencer Brook Twp, MN 55371	\$58,500	40.00 acres	09/2023	\$1,463/acre	A/R, Agricultural/Residential & subject to Floodplain Overlay	This property does not have any road frontage being land-locked. The property is adjacent to public land to the north, east and south (the Spencer Brook WMA). The property has generally level topography with areas of wetlands and it appears a portion of the property near its eastern boundary is comprised of a portion of an unnamed lake. Overall, about 90% of the property is comprised of wetlands and/or lake. Further, about 10% of the property, in the area of the lake, is located in floodplain. Comprised of generally open wetlands, with a small area of lake, and a few treed areas. Per the Certificate of Real Estate Value (eCRV), the property was purchased by Pheasants Forever, Inc. The eCRV also reflected that the property was not publicly promoted with there being a private treaty. Further, per the eCRV, the buyer had an appraisal completed on the property prior to the sale, which valued the property at \$58,500, the purchase price.
7	xxx Highway 95 NW, Wyanett Twp, MN 55371	\$75,000	40.00 acres	03/2021	\$1,875/acre	A/R, Agricultural/Residential & subject to Floodplain Overlay	This property is located on the southern side of Highway 95 NW, a paved roadway. The property has generally level topography. 100% of the property is comprised of wetlands. Further, 100% of the property is located within floodplain. Mix of open wetland area and treed area. The property is not buildable. It is noted, as of 3/25/2025, this property is currently listed on the Northstar MLS for \$100,000.



## A map of Minnesota with several locations marked by blue pins and labeled with callout boxes. The labels are: "Comp 7" near Pine Brook; "Comp 6" near West Point; "Comp 3" near Stark; "Comp 5" near Stacy; "Comp 1" near Scaevia; "Comp 2" near Forest Lake; "Comp 4" near Fridley; and "Subject" near Roseville. Major cities like Minneapolis, St. Paul, and Duluth are visible. Water bodies include Lake Superior, Lake Michigan, and Lake Itasca. The St. Croix National Scenic Riverway is also indicated.



**Comparable Sales Data Sheets**  
**Comparable #1**



Comp 1	
<b>Address/Location:</b>	xxx Oakhill Road North, Scandia, MN 55073
<b>County:</b>	Washington County
<b>PID #:</b>	23.032.20.13.0002
<b>Legal Description:</b>	Lengthy Legal
<b>Sale Price:</b>	\$50,000
<b>Price/Acre:</b>	\$3,729/acre
<b>Sale Date:</b>	8/8/2022
<b>Size:</b>	13.41 acres
<b>Utilities/Road:</b>	Typical Rural/Paved
<b>Zoning:</b>	GR, General Rural & Subject to Shoreland & Floodplain Overlays
<b>Topography:</b>	Level, Rolling, Sloping - 50% wet/lake - 50% floodplain
<b>Property Rights Conveyed:</b>	Trustee Deed
<b>Financing Terms:</b>	Cash
<b>Grantor/Grantee:</b>	Betty Sandager/Joseph & Jeffrey Volby
<b>Confirmed With:</b>	Certificate of Real Estate Value (eCRV ID 1451272), MLS Listing, county records and various data bases.
<b>Comments:</b>	This property is located at the southwest corner of Oakhill Road North and Ostrum Avenue North, paved roadways. The property has level, rolling and sloping topography, with areas of wetlands, pond and unnamed lake. The property is comprised of a mix of woods, wetlands, pond, and an unnamed lake. Overall, about 50% of the property is comprised of wetlands, pond, or lake. Further, in about the same area as the wetlands, pond, and lake is located within Flood Zone A, areas of high flood risk. Per the MLS Listing, due to setbacks, the property is not buildable and is deemed recreational land.



## Comparable #2



Comp 2	
<b>Address/Location:</b>	Vacant Land, Columbus, MN 55025
<b>County:</b>	Anoka County
<b>PID #:</b>	35-32-22-13-0001 & 35-32-22-14-0001
<b>Legal Description:</b>	The Southwest Quarter of the Northeast Quarter (SW ¼ of NE ¼) and the Southeast Quarter of the Northeast Quarter (SE ¼ of NE ¼) of Section Thirty-five (35), Township Thirty-two (32), Range Twenty-two (22), in the Town of Columbus, Anoka County, Minnesota, subject to mineral reservations, easements and restrictions of record.
<b>Sale Price:</b>	\$135,000
<b>Price/Acre:</b>	\$1,702/acre
<b>Sale Date:</b>	10/3/2022
<b>Size:</b>	79.30 acres
<b>Utilities/Road:</b>	None/None - Landlocked
<b>Zoning:</b>	RR, Rural Residential & subject to Shoreland & Floodplain Overlays
<b>Topography:</b>	Generally level - 100% wetlands - 45% wetlands
<b>Property Rights Conveyed:</b>	Contract for Deed
<b>Financing Terms:</b>	Contract for Deed
<b>Grantor/Grantee:</b>	Bradley Barott, et al./Cannon Holdings, LLC
<b>Confirmed With:</b>	Certificate of Real Estate Value (eCRV ID 1475264), MLS Listing, county property records and various databases, Mac Perry, Turpen Realty, listing agent.
<b>Comments:</b>	This property is comprised of two parcels of record. The property does not have any road frontage being land-locked. Per the MLS Listing, the buyer will need to acquire an easement for access. The property is located adjacent to public land adjacent to the south. The property has generally level topography, being comprised 100% of wetlands. Further, it appears Rice Creek may run through, or is near adjacent to, the very northwest corner of the property. About 45% of the property is located within floodplain.



### Comparable #3



Comp 3	
<b>Address/Location:</b>	xxx Andee Avenue, Harris, MN 55032
<b>County:</b>	Chisago County
<b>PID #:</b>	03.00452.00
<b>Legal Description:</b>	The Southwest Quarter of the Southwest Quarter (SW¼ of SW¼), in Section Twenty-eight (28), Township Thirty-six (36), Range Twenty-two (22), Chisago County, Minnesota.
<b>Sale Price:</b>	\$55,000
<b>Price/Acre:</b>	\$1,392/acre
<b>Sale Date:</b>	12/6/2022
<b>Size:</b>	39.50 acres
<b>Utilities/Road:</b>	Typical Rural/Gravel - runs through northwest corner
<b>Zoning:</b>	AG, Agricultural
<b>Topography:</b>	Generally level to rolling - 80-85% wetlands
<b>Property Rights Conveyed:</b>	Warranty Deed
<b>Financing Terms:</b>	Cash
<b>Grantor/Grantee:</b>	John & Patricia Berguetski/Shawn & Penny Bylander
<b>Confirmed With:</b>	Certificate of Real Estate Value (eCRV ID 1498255), MLS Listing, county property records and various databases, Edward Odendahl, Whitetail Properties, listing Realtor.
<b>Comments:</b>	This property has frontage along Andee Avenue, a gravel roadway, which runs through the northwestern corner of the property. The property has level and rolling topography. Overall, about 80-85% of the property is comprised of wetlands. The property is generally comprised of wetlands with a few wooded upland areas.



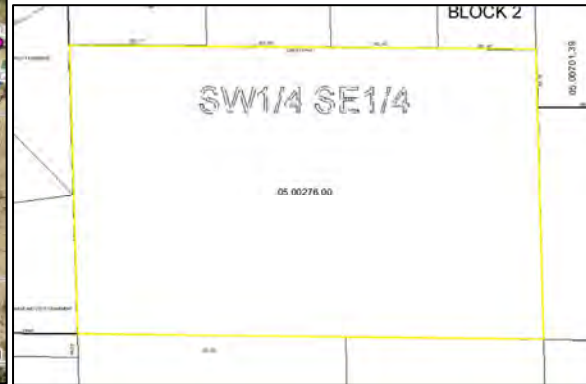
### Comparable #4



Comp 4	
<b>Address/Location:</b>	xxx 105th Avenue NE, Blaine, MN 55434
<b>County:</b>	Anoka County
<b>PID #:</b>	20-31-23-23-0074
<b>Legal Description:</b>	Outlot A, Lund's Oakridge Estates
<b>Sale Price:</b>	\$30,000
<b>Price/Acre:</b>	\$2,700/acre
<b>Sale Date:</b>	9/14/2022
<b>Size:</b>	11.11 acres
<b>Utilities:</b>	City water & sewer available/unimproved to paved
<b>Zoning:</b>	R-1, Single Family & subject to Floodplain Overlay
<b>Topography:</b>	Generally level - 85% wet, ditch or drainage ease. - 70% floodplain
<b>Property Rights Conveyed:</b>	Warranty Deed
<b>Financing Terms:</b>	Cash
<b>Grantor/Grantee:</b>	Barbara Knoll/Iliya Shydlovskyy
<b>Confirmed With:</b>	Certificate of Real Estate Value (eCRV ID 1481144), MLS Listing, county records and various data bases.
<b>Comments:</b>	This property is located on the northern side of 105th Avenue NE. 105th Avenue NE is paved to the southwest and southeast of the property, however, is unimproved adjacent to the south of the property. The property has generally level topography with areas of wetlands and county ditch no. 39 runs through the property. Overall, about 85% of the property is comprised of wetlands, drainage ditch and/or drainage easements. Additionally, about 70% of the property is located within floodplain. The property is heavily wooded. The property is adjacent to City owned property which has ponds, walking trails, and a park. City sewer and water are available to the property.



### Comparable #5



Comp 5	
<b>Address/Location:</b>	Vacant Land, Stacy, MN 55079
<b>County:</b>	Chisago County
<b>PID #:</b>	05.00276.00
<b>Legal Description:</b>	Lengthy Legal
<b>Sale Price:</b>	\$35,000
<b>Price/Acre:</b>	\$1,417/acre
<b>Sale Date:</b>	6/2/2023
<b>Size:</b>	24.70 acres
<b>Utilities:</b>	Typical Rural/None - Landlocked
<b>Zoning:</b>	Rural Residential - Agricultural & subject to Floodplain Overlay
<b>Topography:</b>	Generally level - 99% wetlands - 100% floodplain
<b>Property Rights Conveyed:</b>	Warranty Deed
<b>Financing Terms:</b>	Cash
<b>Grantor/Grantee:</b>	Richard & Bonita Hane/Justin Clark
<b>Confirmed With:</b>	Certificate of Real Estate Value (eCRV ID 1541408), county records and various data bases.
<b>Comments:</b>	This property does not have any road frontage being landlocked. The property was purchased by an adjacent owner with frontage on Enchantment Lane to the north, a paved roadway. The property has generally level topography, and is comprised of 99% wetlands. Further, 100% of the property is located within floodplain. The property is generally open wetland area with a few treed areas.



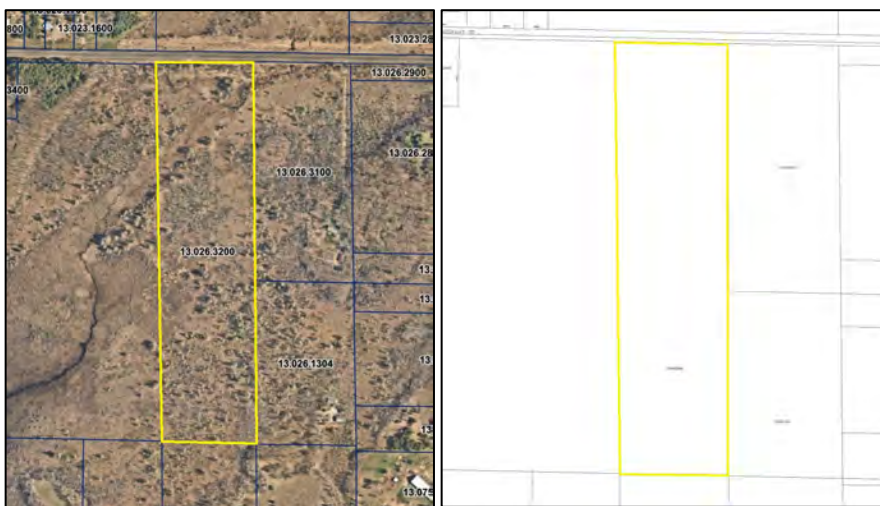
### Comparable #6



Comp 6	
<b>Address/Location:</b>	Vacant Land, Spencer Brook Twp, MN 55371
<b>County:</b>	Isanti County
<b>PID #:</b>	09.021.0200
<b>Legal Description:</b>	NE1/4 NE1/4 Section 21, Township 35, Range 25, Isanti County, MN
<b>Sale Price:</b>	\$58,500
<b>Price/Acre:</b>	\$1,463/acre
<b>Sale Date:</b>	9/20/2023
<b>Size:</b>	40.00 acres
<b>Utilities:</b>	Typical Rural/None - Landlocked
<b>Zoning:</b>	A/R, Agricultural/Residential & subject to Floodplain Overlay
<b>Topography:</b>	Generally level - 90% wetlands and/or lake - 10% floodplain
<b>Property Rights Conveyed:</b>	Warranty Deed
<b>Financing Terms:</b>	Cash
<b>Grantor/Grantee:</b>	Jean McGuire, et al./Pheasants Forever, Inc.
<b>Confirmed With:</b>	Certificate of Real Estate Value (eCRV ID 1582326), county records and various data bases.
<b>Comments:</b>	This property does not have any road frontage being land-locked. The property is adjacent to public land to the north, east and south (the Spencer Brook WMA). The property has generally level topography with areas of wetlands and it appears a portion of the property near its eastern boundary is comprised of a portion of an unnamed lake. Overall, about 90% of the property is comprised of wetlands and/or lake. Further, about 10% of the property, in the area of the lake, is located in floodplain. Comprised of generally open wetlands, with a small area of lake, and a few treed areas. Per the Certificate of Real Estate Value (eCRV), the property was purchased by Pheasants Forever, Inc. The eCRV also reflected that the property was not publicly promoted with there being a private treaty. Further, per the eCRV, the buyer had an appraisal completed on the property prior to the sale, which valued the property at \$58,500, the purchase price.



### Comparable #7



Comp 7	
<b>Address/Location:</b>	xxx Highway 95 NW, Wyanett Twp, MN 55371
<b>County:</b>	Isanti County
<b>PID #:</b>	13.026.3200
<b>Legal Description:</b>	The West Half of the West Half of the Northeast Quarter of Section 26, Township 36, Range 25, Isanti County, Minnesota.
<b>Sale Price:</b>	\$75,000
<b>Price/Acre:</b>	\$1,875/acre
<b>Sale Date:</b>	3/24/2021
<b>Size:</b>	40.00 acres
<b>Utilities:</b>	Typical Rural/Paved
<b>Zoning:</b>	A/R, Agricultural/Residential & subject to Floodplain Overlay
<b>Topography:</b>	Generally level - 100% wetlands - 100% floodplain
<b>Property Rights Conveyed:</b>	Warranty Deed
<b>Financing Terms:</b>	Cash
<b>Grantor/Grantee:</b>	Peter Anderson/Joseph, Nathan & Cindy May
<b>Confirmed With:</b>	Certificates of Real Estate Value (eCRV ID 12287072), MLS Listing, county records and various data bases.
<b>Comments:</b>	This property is located on the southern side of Highway 95 NW, a paved roadway. The property has generally level topography. 100% of the property is comprised of wetlands. Further, 100% of the property is located within floodplain. Mix of open wetland area and treed area. The property is not buildable. It is noted, as of 3/25/2025, this property is currently listed on the Northstar MLS for \$100,000.



### Comparable Sales Adjustment Grid

	Subject	Comparable #1	Comparable #2	Comparable #3	Comparable #4	Comparable #5	Comparable #6	Comparable #7
Address	xxx Arcade Street North, Maplewood, MN 55109	xxx Oakhill Road North, Scandia, MN 55073	Vacant Land, Columbus, MN 55025	xxx Andee Avenue, Harris, MN 55032	xxx 105th Avenue NE, Blaine, MN 55434	Vacant Land, Stacy, MN 55079	Vacant Land, Spencer Brook Twp, MN 55371	xxx Highway 95 NW, Wyanett Twp, MN 55371
Sale Price		\$50,000	\$135,000	\$55,000	\$30,000	\$35,000	\$58,500	\$75,000
Price/Acre		\$3,729	\$1,702	\$1,392	\$2,700	\$1,417	\$1,463	\$1,875
Effective Sale Date	3/4/2025	08/2022	10/2022	12/2022	09/2022	06/2023	09/2023	03/2021
Market Conditions	3.00%	7.50%	7.25%	6.50%	7.25%	5.25%	4.25%	11.75%
Financing Terms/Property Rights Conveyed	Typical	Cash/Trustee Deed	Contract for Deed/Contract for Deed	Cash/Warranty Deed	Cash/Warranty Deed	Cash/Warranty Deed	Cash/Warranty Deed	Cash/Warranty Deed
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Motivations		Buyer Leased Prior to Sale	Typical	Typical	Typical	Adj Owner	Private Treaty	Typical
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Adjusted Price/Acre		<b>\$4,009</b>	<b>\$1,825</b>	<b>\$1,482</b>	<b>\$2,896</b>	<b>\$1,491</b>	<b>\$1,525</b>	<b>\$2,095</b>
Site Size	78.88 acres	13.41 acres	79.30 acres	39.50 acres	11.11 acres	24.70 acres	40.00 acres	40.00 acres
		-15.00%	0.00%	0.00%	-15.00%	-5.00%	0.00%	0.00%
Location	City of Maplewood, Ramsey County - Comprised of/Adj to Public Land	City of Scandia, Washington County	City of Columbus, Anoka County - Adj to Public Land	Fish Lake Twp, Chisago County	City of Blaine, Anoka County - Adj to City owned ponds, trails & park	City of Stacy, Chisago County	Spring Brook Twp, Isanti County - Adj to Public Land	Wyanett Twp, Isanti County
		0.00%	0.00%	20.00%	0.00%	10.00%	20.00%	20.00%
Utilities	City water & sewer available/Paved	Typical Rural/Paved	None/None - Landlocked	Typical Rural/Gravel - runs through northwest corner	City water & sewer available/ unimproved to paved	Typical Rural/None - Landlocked	Typical Rural/None - Landlocked	Typical Rural/Paved
		0.00%	10.00%	5.00%	0.00%	10.00%	10.00%	0.00%
Zoning	F, Farm Residence & Subject to Shoreland & Floodplain Overlays	GR, General Rural & Subject to Shoreland & Floodplain Overlays	RR, Rural Residential & subject to Shoreland & Floodplain Overlays	AG, Agricultural	R-1, Single Family & subject to Floodplain Overlay	Rural Residential - Agricultural & subject to Floodplain Overlay	A/R, Agricultural/ Residential & subject to Floodplain Overlay	A/R, Agricultural/ Residential & subject to Floodplain Overlay
		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Topography/Soils/ Shape	Level to slightly undulating - 75-80% wet/pond/lake - 90% floodplain/Buildable in upland areas/ Irregular - Comprised of 3 separate areas	Level, Rolling, Sloping - 50% wet/lake - 50% floodplain/Buildable in upland areas/ Irregular but conventional	Generally level - 100% wetlands - 45% floodplain/Not buildable due to wetlands/Generally rectangular - 2 parcels	Generally level to rolling - 80-85% wetlands/Buildable in upland areas/Generally square	Generally level - 85% wet, ditch or drainage ease. - 70% floodplain/Buildable in upland areas/Irregular but conventional	Generally level - 99% wetlands - 100% floodplain/Buildable in upland area/Generally rectangular	Generally level - 90% wetlands and/or lake - 10% floodplain/Buildable in upland areas/Generally square	Generally level - 100% wetlands - 100% floodplain/Not buildable/Generally rectangular
		0.00%	20.00%	0.00%	0.00%	20.00%	0.00%	20.00%
Other	Frontage on Lake Gervais, Spoon Lake (pond) & Keller Lake	Frontage on unnamed lake and pond - Not buildable due to setbacks	Not buildable due to wetlands	Marginally buildable	Frontage on drainage ditch; marginally buildable	Marginally buildable	Frontage on unnamed lake; marginally buildable	Not buildable
		15.00%	25.00%	20.00%	20.00%	20.00%	10.00%	25.00%
Gross Adjustment		30.00%	55.00%	45.00%	35.00%	65.00%	40.00%	65.00%
Net Adjustment		0.00%	55.00%	45.00%	5.00%	55.00%	40.00%	65.00%
Final Price/Acre		<b>\$4,009</b>	<b>\$2,829</b>	<b>\$2,149</b>	<b>\$3,041</b>	<b>\$2,311</b>	<b>\$2,135</b>	<b>\$3,457</b>



## Adjustment Analysis

Preferably properties chosen for the adjustment analysis should be similar enough that few adjustments are necessary. Unfortunately, this is rarely the case, so an adjustment analysis is performed. All adjustments applied are typically based on market trends, market demands and preferences, and physical characteristics. If the comparable sale is deemed superior to the subject in a particular item, the comparable is adjusted downward, and if inferior, is adjusted upward. All comparable sales included the transfer of fee simple rights.

The various items for which the subject has been analyzed follow, along with the reasoning for each adjustment applied.

**Market conditions (time)** – A time adjustment is a market conditions adjustment because it reflects changes in the marketplace, and not the passage of time, which causes prices to change (the principle of change). Time adjustments may be straight-line (non-compounded) or compound (curvilinear). The comparables sold from March 2021 to September 2023, all within 3 years of the effective date of this appraisal (March 4, 2025). Per the prior Single Family Residential Market Data Section in this report, improved single family residential properties in the subject's market area have appreciated as follows:

February 2021 to February 2022: +12.73% (+1.06% per month)  
February 2022 to February 2023: +4.84% (+0.40% per month)  
February 2023 to February 2024: +2.46% (+0.21% per month)  
February 2024 to February 2025: +5.11% (+0.43% per month)

The appreciation in the subject's market area reflects an increasing market. As improved sales have gone up in value, it is reasonable to assume that land would lag, but also appreciate but at a lesser amount. The data suggests annual appreciation of about 3% a year for land, which is the adjustment used within this appraisal.

**Financing Terms of Sale/Transfer Documents** – Sometimes financing terms may affect purchase price. All of the comparables sold with cash or its equivalent, market rate financing, so no adjustments are necessary.

**Motivations** – Sometimes different motivational factors of a buyer or seller may affect negotiations and eventual purchase price. The motivations of the buyers and sellers were explored. Comparables 2, 3, 4 and 7 had typical motivations, and no adjustments were required. Comparable 1, the buyer had leased the property prior to the sale, however, the property was listed on the open market prior to the sale, and per the Certificate of Real Estate Value (eCRV), the buyer does not believe they paid a different price due to this, and no adjustments are required. Comparable 5 was purchased by an adjacent owner, but this also did not appear to affect the purchase price, and per the Certificate of Real Estate Value (eCRV), the buyer does not believe they paid a different price due to this, and no adjustments are required. Comparable 6 had a private treaty in place however, the purchase price was based off of an appraised value, and no adjustments are required.



**Site Size** – The subject parcel is 78.88 acres in size. The comparables range in size from 11.11 acres to 40.00 acres. Comparables less than 25 acres require a downward adjustment. In real estate, typically the more units (e.g., s.f. or acres), the less paid per unit. Comparables 1 and 4 are adjusted downward 15%, ranging from 11-14 acres. Comparable 5, with about 25 acres is adjusted downward 5%.

**Location** – The subject is located within the City of Maplewood. The subject is part of and adjacent to public park land. The comparables that are part of the Twin Cities Metro area and its counties, like the subject, are deemed similar in metro location and not adjusted. The remaining comparables are more remote and further from the Twin Cities Metropolitan area, and in areas where land values are lower than in the metro area, and those comparables are adjusted upward.

**Utilities/Road** – The subject has access to urban utilities including city water and sewer. The subject has frontage on paved roadways. The subject and comparables all have a highest and best use for recreational use. The roadway surfacing has no impact, nor does access to urban utilities, as these are not utilized on recreational parcels that are not buildable or marginally buildable.

**Zoning** – The subject is zoned F, Farm Residence and is subject to the Shoreland and Floodplain Overlays. The comparables all vary in zoning, but with their physical features have the same highest and best use for recreational use. With no zoning having a competitive advantage, no adjustments are necessary.

**Topography/Soils/Shape** – The subject has level to slightly undulating topography with 75-80% comprised of wetlands, pond and/or lake. Further, 90% of the subject is located within floodplain. The subject's shape is irregular being split into three separate areas by roadways. The comparables with 90% or less of wetland or floodplain area are deemed comparable to the subject and not adjusted. Comparables 2, 5, and 7 have 100% wetlands and/or floodplain and are inferior and adjusted upward 20%. The market prefers to have an upland component to enhance the recreational use.

**Other** – The subject has frontage on three lakes, Lake Gervais, Spoon Lake (classified as pond on wetlands mapping), and Keller Lake. This waterfront component is desirable and enhances the recreational aspects of the property. Comparables 1 and 6 also have a lakefront component and are not adjusted. Comparables lacking a lakefront component are adjusted upward 10%. Those marginally buildable are adjusted upward 10% and those not buildable are adjusted upward 15%.



## Reconciled Land Value

Following is a chart of the pre-adjusted and post-adjusted comparables sales prices.

	Pre-Adjustment	Post-Adjustment
Average	\$2,040	\$2,847
Minimum and Maximum	\$1,392 to \$3,729	\$2,135 to \$4,009
Range	\$2,337	\$1,874
Median	\$1,702	\$2,829
Standard Deviation	\$873	\$712

As can be seen, after adjustments, the comparable adjusted sales price range reduces, and the standard deviation decreases, supporting the adjustment analysis made the comparables more similar. The adjusted sales prices of the comparables range from \$2,135/acre to \$4,009/acre. The adjusted average is \$2,847/acre, very similar to the adjusted median of \$2,829/acre. All comparables are good indicators of value. An opinion of market value for the subject is estimated at a rounded \$2,850/acre, with support from the adjusted sales price range, adjusted average and similar adjusted median.

The subject's market value of the area within the proposed acquisition is therefore:

\$2,850/acre (\$0.07/s.f.)\*

\*This is the estimated value for the area of the subject that is affected by the proposed acquisition, and is not for the entire parcel. There are other upland lakefront components of the subject parcel that would have a higher value and have a highest and best use likely other than recreational.

## Estimated Land Value of Acquisition

### **Estimated Value of the Permanent Utility Easement:**

The 7,474 s.f. of new permanent utility easement is compensated at 100% of the underlying fee, as effectively, the owner losses control of this area, as it will be developed with utility improvements.

Therefore:

7,474 s.f. Permanent Utility Easement @ \$0.07/s.f. = \$523



### Estimated Value of the Permanent Access Easement:

The 1,437 s.f. of new permanent access easement is compensated at 100% of the underlying fee, as effectively, the owner loses control of this area, as it will be developed with access improvements, although they are allowed to also use this area, the fee-owner's use would not benefit from these access improvements, and the area is compensated at 100% of underlying fee.

Therefore:

1,437 s.f. Permanent Access Easement @ \$0.07/s.f. = \$101

### Estimated Value of Temporary Construction Easement:

The proposed temporary construction easement is 19,724 s.f. The proposed temporary construction easement is for 1.25 years. The easement will begin October 1, 2025 and end on December 31, 2026. To estimate the value of the temporary construction easement, 100% of the underlying fee land value concluded in this report, \$0.07/s.f., is multiplied by the total square feet of the temporary construction easement area to arrive at the before value of the land which is being subject to the proposed temporary construction easement, which is then discounted with a present worth factor based on an 8% discount rate. The estimated market value for the land in the temporary construction easement is computed as follows:

Summary of Temporary Construction Easement Calculation	
1 Land Area included in Temporary Construction Easement	19,724 S.F.
2 Land Value/S.F.	\$0.07
3 Land Value Estimate of Encumbered Area	\$1,380.68
4 Beginning date of Temporary Construction Easement	10/1/2025
5 Date of Temporary Construction Easement Expiration	12/31/2026
6 Length of Temporary Construction Easement	1.25 years
7 Discount Rate	8%
8 Present Worth Factor	0.9083
9 Before Value	\$1,380.68
10 After Value	\$1,254.07
11 Temporary Construction Easement Value	\$126.61

Temporary Construction Easement Value for a 1.25 Year Duration: \$127, rounded to the nearest dollar



Additionally, there is an option to extend the temporary easement for two - six month extensions. Each 6-month extension is valued as follows:

Summary of Temporary Construction Easement Calculation		
1	Land Area included in Temporary Construction Easement	19,724 S.F.
2	Land Value/S.F.	\$0.07
3	Land Value Estimate of Encumbered Area	\$1,380.68
4	Length of Temporary Construction Easement	0.50 years
5	Discount Rate	8%
6	Present Worth Factor	0.9623
7	Before Value	\$1,380.68
8	After Value	\$1,328.63
9	Temporary Construction Easement Value	\$52.05

Temporary Construction Easement Value for Each - Six Month Extension: \$52, rounded to the nearest dollar

The 6-month extensions are further rounded upward to \$100 each to reflect a minimum transaction value per each temporary construction easement term.

#### **Estimated Compensation for Items within Acquisition (Cost-to-Cure)**

Within the area of the proposed acquisition appears to be natural-occurring vegetation and the water of Spoon Lake, and some pavement. Specifically, the permanent utility easement has primarily water of Spoon Lake and wetland vegetation along its shores. The easterly access easement has pavement (at its ingress/egress point), wetland vegetation, and some natural treed area. The westerly access easement has pavement (at its ingress/egress point), natural grass and brush areas, as well as wetland vegetation near the shores of Spoon Lake. Any impact to pavement will be repaired or replaced as part of the construction project and is not additionally compensated. The natural-occurring vegetation also is not compensated and is part of the underlying fee value, with comparables also having natural vegetation. There are no items within the acquisition that require compensation as part of the appraisal process.

Reasonable access to the property will be provided throughout the construction project.

The subject parcel will not sustain any permanent negative affect resulting from the proposed acquisition, and has the same highest and best use after, as before acquisition.



### Allocation of Acquisition

Permanent Utility Easement:	\$523
Permanent Access Easement:	\$101
Temporary Construction Easement:	\$127*
Estimated Value of Items Within the Acquisition (Cost-to-Cure):	N/A
Estimated Market Value of Acquisition:	\$751
Final Estimated Rounded Market Value of Acquisition:	\$1,000

\*Please note, this does not include additional compensation for two 6-month extensions of the temporary construction easement, which if exercised are estimated at \$100 each.

The final estimated market value of the acquisition is rounded up to \$1,000 to reflect a minimum transaction value considering the nature, size, and scope of the project, and amount of time it takes to become educated that the transactional terms and value are appropriate, in particular considering the government-unit ownership of this property and administrative responsibilities.



## Part IV – Addenda



# Professional Qualifications - Julie Jeffrey Schwartz, Certified General Appraiser

## Professional Qualifications - Julie Jeffrey Schwartz, Certified General Appraiser

Email: [julie@lakestate.com](mailto:julie@lakestate.com) Direct: 651-653-0788

### **EDUCATION**

#### **Appraisal**

##### **Appraisal Institute (current to 1991; most current to least current order):**

Advanced Spreadsheet Modeling for Valuation Applications, Appraisal Institute  
Advanced Concepts and Case Studies, Appraisal Institute  
Advanced Market Analysis and Highest and Best Use, Appraisal Institute  
Marketability Studies: Six Step Process and Basic Applications, Appraisal Institute  
Residential Design: The Makings of a Good House, Appraisal Institute  
Oil Spills and Property Values Webinar, Appraisal Institute  
Business Practice and Ethics, Appraisal Institute  
Litigation Appraisal: Specialized Topics and Application, Appraisal Institute  
Uniform Appraisal Standards for Federal Land Acquisitions, Appraisal Institute  
Uniform Standards of Professional Appraisal Practice (numerous times, most recently 2018), Appraisal Institute  
Land Valuation Assignments, Appraisal Institute  
Land Valuation Adjustment Procedures, Appraisal Institute  
The Appraisal of Easements, Appraisal Institute  
Partial Interest Valuation -- Divided, Appraisal Institute  
The Appraisal of Special Use Properties, Appraisal Institute  
Report Writing and Valuation Analysis, Appraisal Institute  
Commercial Highest and Best Use, Appraisal Institute  
Advanced Applications, Appraisal Institute  
Standards of Professional Appraisal Practice A, B & C, Appraisal Institute  
Capitalization Theory and Techniques A & B, Appraisal Institute  
Basic Valuation Procedures, Appraisal Institute  
Real Estate Appraisal Principles, Appraisal Institute  
Appraisal of Special Use Properties: The Road Less Traveled, Appraisal Institute  
Case Studies in Commercial Highest and Best Use, Appraisal Institute  
Analyzing Distressed Real Estate, Appraisal Institute

##### **Other (current to 1988):**

Appraisal Review for Federal-Aid Highway Programs, National Highway Institute  
Investment Property Appraisal and Financial Analysis, ProSource  
Advanced Yield Capitalization, ProSource  
Appraising Income Producing Properties, ProSource  
Appraising Commercial Properties, ProSource  
Appraisal Standards and Ethics, ProSource  
Certified Real Estate Appraisers (CREA) Course, ProSource  
Houses: FHA Appraisal and Construction Standards, ProSource  
Home Inspections: Beyond the Basics, ProSource  
Appraisal of Manufactured Homes  
Numerous Seminars (International Right of Way Assoc., Farm Managers & Rural Appraisers, Appraisal Institute)

#### **General**

Lakewood College, Associate of Arts Degree with Distinction, 1991  
Realtor Institute, Graduate (G.R.I. Designation), 1987  
Northeast Metro Technical Institute, Computer Operations/Programming Degree, 1984

### **EXPERIENCE**

President and Owner, Lake State Realty Services, Inc., since 1991  
Real Estate Sales License since 1984; Real Estate Brokerage license since 1991  
Appraising Real Estate since 1985  
Employed by Minnesota Department of Transportation for 4 years, as appraiser/expert witness  
Testified at various hearings, trials and depositions  
General contracting experience and some property management experience (1990 to present)  
Co-developer of 10-lot lakefront subdivision on Lake Vermilion, Minnesota (2002-2005)  
Equestrian, owner or co-owner of 14 wild mustangs that have been tamed for riding with the local 4H Chapter

### **LICENSES, COMMISSIONS, MEMBERSHIPS/AFFILIATIONS, AWARDS, APPOINTMENTS**

Certified General Appraiser License, Minn. #4002423  
Certified General Appraiser License, Wisc. #482-10  
Certified General Appraiser License, Mich. #1205005363  
Certified General Appraiser License, North Dakota #CG-2301  
Minnesota Real Estate Brokerage License  
Member of St. Paul, Minnesota, and National Association of Realtors  
Member of the Multiple Listing Service  
Member of the International Right of Way Association (IRWA)  
Member of the National Association of Realtors Appraisal Section  
Member of the Appraisal Institute (Practicing Affiliate)



Member of the National Association of Real Estate Appraisers (NAREA), Certified Real Estate Appraiser Designation-CREA  
 Member of the American Society of Appraisers – Farm Managers and Rural Appraisers  
 Served on the Lino Lakes Economic Development Authority Advisory Board 1996-2024; past Chairperson and Co-Chairperson of the Board numerous times  
 Member Community Emergency Response Team (CERT) City of Lino Lakes and Board Member (Secretary)  
 Co-Chair and Executive Board Member, and past Chair, Lino Lakes Volunteers in Public Safety  
 Appointed to the International Right of Way Association's Appraisal Committee; past Chairperson  
 Past Board of Director, founding member, and past President and Secretary – Quad Cities Chamber of Commerce  
 Received Hammer Award for reinventing a federal government that is more efficient and costs less from Vice President Al Gore in 1999 (for appraisal services contract)  
 Received letters of Commendation/Recognition from Governor Tim Pawlenty, Senator Amy Klobuchar, Senator Norm Coleman, and the American Red Cross for 9-hours of rescue efforts immediately after the I-35W Minneapolis bridge collapse in 2007  
 Hero of the Year Disaster Relief 2008 from the Red Cross for heroic involvement after bridge collapse, including aid to the children from the school bus and heading logistics command to distribute food/water/ice to rescue and recovery workers  
 Girl Scout Leader (2006 to 2011); District Delegate 2008, during critical merger of two councils  
 Honorarium from the Minnesota League of Cities for reviewing, and contributing to the Local Improvement Guide (special assessment benefits) August 2008 and Special Assessment Tool Kit  
 Development Committee Board Member, Phoenix Alternatives Inc. (PAI), a non-profit that provides day programming for developmentally disabled adults, conducting fund raising and advisement  
 Instructor for Continuing Legal Education (CLE) Class "How to Value Residential Real Estate in Construction Defect Litigation"  
 On the Anoka County Condemnation Commissioner's list  
 On the Washington County Condemnation Commissioner and Probate Appraiser list  
 On the Ramsey County Condemnation Commissioner's list  
 Served as Chairperson of the Condemnation Commission  
 Appointed as neutral appraiser by the courts and litigating parties  
 Chicago County "Appraiser of Record" as of 2006 to current  
 Served on St. Paul & Minn. Board of Realtors Gov't. Affairs, Prof. Standards, & Ethic Committees  
 Certified Instructor for "Expert Witness Testimony" through the State of Minnesota (Through Int'l. Right of Way Assoc.)  
 Speaker at the Minnesota League of Cities Engineer Conference (2004) on Special Assessment Benefit Analysis  
 Speaker at the Minnesota Banking Risk Management Association "Residential Real Estate: Risks and Opportunities" September 2005  
 Author of *A Neutral Appraisal Provides Accurate Valuation to Fairly Divide Marital Equity*, Family Law Forum, Vol. 24 No. 2, Spring 2016  
 Contributor to the Lake Links Trail Network Master Plan and part of the consultant team, January 2001  
 Presenter at the MnDOT Right of Way Workshop (2024) on Acquiring Rights of Way in Indian Country

#### **PROPERTY TYPES APPRAISED**

Extensive appraisal experience in MN, WI, OH, MI, ND, and IL, in numerous counties and cities, for various clients, including various government (Federal, State, County, City and other units), lenders, insurers, attorneys, courts, and private clients:

**Residential:** single family (inc. lakeshore/river front), town homes, condos, mobile homes, twin homes, and multi-family (including apartment buildings and complexes).

**Commercial:** restaurants, implement/auto dealerships, retail (stand alone & strips), parking lots/ramps, small to large office buildings, regional medical facilities and clinics, bowling alleys, saw mills.

**Industrial:** manufacturing, hi-tech, warehouses, distribution centers, single- & multi-tenant buildings.

**Rural:** crop land, rice farms, aqua-culture operations, organic farms, farmsteads with all buildings.

**Investment:** apartment buildings, duplex/multi-plex, office buildings, retail strip centers, mixed-use complexes; resorts/camp grounds.

**Land:** commercial, industrial, residential, residential subdivision analysis, wetlands, rural, railroad crossings, sand/gravel pits, timber land, lakeshore/river front, scenic easements and other easements, flood plain land, Tribal and Trust Land.

**Other:** professional liability; extensive litigation consulting/appraisal related to construction defects; trial consultation; special assessment benefit analysis; review appraisals on residential, commercial and special use properties; condemnation/litigation; neutral appraisals; partial takings/severance (right-of-way); feasibility studies; fractional interests; residential, commercial, and government reviews (state and federal); equipment and trade fixtures; special use -- including post offices; federal buildings; courthouses, fire stations, U.S. Customs Border Stations; Tribal and Trust land; park and ride facilities and other transit facilities, railway terminals; churches; auto proving grounds; substantially destroyed structures; lease analysis, and fair annual rental rates; easements (conservation, scenic, right of way, utility, and various others); redevelopment consulting/appraisal; blight determinations; developer feasibility studies and consultation services for residential subdivisions.



## Professional Qualifications – Alexander P Schwartz, Certified General Appraiser

### Professional Qualifications - Alexander P. Schwartz Certified General Appraiser

Email: alex@lakestate.com

#### Education:

##### General

<b>University of Minnesota</b>	2010-2013
Bachelor of Science	
Double Major in Ecology, Evolution, and Behavior and also Genetics, Cell Biology, and Development	
<b>Century College</b>	2007-2009
Associate of Arts Degree with Honors	3.7 GPA

##### Appraisal

Advanced Spreadsheet Modeling, Appraisal Institute  
Real Estate Finance, Statistics, and Valuation Modeling, Appraisal Institute  
Uniform Standards of Professional Appraisal Practice, 2016, Appraisal Institute  
ANSI Measuring Standards Seminar, Appraisal Institute  
7 Hour National USPAP 2020-2021, Appraisal Institute  
Supervisory Appraiser/Trainee Appraiser Course, Appraisal Institute  
General Appraiser Income Approach Part 1, Appraisal Institute  
General Appraiser Income Approach Part 2, Appraisal Institute  
General Appraiser Site Valuation and Cost Approach, Appraisal Institute  
General Appraiser Sales Comparison Approach, Appraisal Institute  
General Appraiser Market Analysis and Highest and Best Use, Appraisal Institute  
General Appraiser Report Writing and Case Studies, Appraisal Institute  
Advanced Income Capitalization, Appraisal Institute  
Business Practice and Ethics, Appraisal Institute  
24<sup>th</sup> Annual Trends Seminar, Appraisal Institute  
2022-2023 USPAP Update Course, Appraisal Institute  
2019 Right-Of-Way Professional's Workshop – Minnesota Department of Transportation  
Live Webinar: The Appraisal of 2-4 Unit Properties - McKissock  
Introduction to Expert Witness Testimony For Appraisers – To Do or Not To Do – McKissock

##### Real Estate

Minnesota Real Estate Salesperson License #40432454  
Minnesota Appraiser Trainee License #40464386

#### Experience:

Real Estate Salesperson/Real Estate Appraiser Trainee with Lake State Realty Services, Inc. Since 2013  
Appraiser Trainee since 2016 and Certified General Appraiser since 2024  
Tutor of biology, ecology, meteorology, physics and chemistry 2008-2009  
Extensive knowledge of tree species and valuation  
Real Estate Appraiser Assistant 2005-2013  
Drone Pilot - Phantom 4 Pro - 2016-Present  
Owner of rental property and property manager for said property 2018-Present  
General contracting experience – 2018-Present

#### Property Types Appraised:

Appraisal experience in Minnesota in numerous cities and counties, for various clients, including various government (Federal, State, County, City, and other units), lenders, insurers, attorneys, courts, and private clients:

**Residential:** single family (including lakeshore/river front), town homes, condos, mobile homes, twin homes, multi-family (including apartment buildings and complexes)

**Commercial:** restaurants, parking lots/ramps, small to large office buildings, gas stations, auto dealerships, retail,

**Industrial:** manufacturing.

**Rural:** crop land, organic farms, farmsteads with all buildings

**Investment:** apartment buildings, duplex/multi-plex, office buildings, retail strip centers, mixed use complexes, resorts/camp grounds

**Land:** commercial, industrial, residential, conservation easements, residential subdivision analysis, Tribal and Trust Lands, partial and temporary acquisitions, railroad crossings, lakeshore/riverfront

**Other:** Consulting/appraisal related to construction defects, special assessment benefit analysis, neutral appraisals, partial takings/severance (right-of-way), special use – including post offices, federal buildings, courthouses, fire stations, U.S. Customs Border Stations, tribal and trust land, park and ride facilities and other transit facilities, churches, fair annual rental rates, easements (conservation, scenic, right-of-way, utility, and various others)



### **Achievements and Accomplishments**

- Member of the Lake Utilization Committee of the White Bear Lake Conservation District
- Vice Chair of Environmental Board of Lino Lakes
- Delegate (executive committee) Minnesota Independence Party 2008
- Hero of the Year Award from the Twin Cities Red Cross for volunteer efforts associated with the collapse of the I35W bridge in Minneapolis
- Commendation letters from Senator Norm Coleman, Amy Klobuchar, and Governor Pawlenty for efforts associated with the collapse of the I35W bridge in Minneapolis

### **Volunteer Experience:**

- On the Lake Utilization Committee for the White Bear Lake Conservation District
- On the Environmental Board of Lino Lakes overseeing the environmental matters as they relate to new development and various other environmental matters that face the City.
- Lino Lakes Police Explorer, 2005-2007, including assisting the police in to uncover alcohol sales to the under-aged
- Currently trained and serves on the Lino Lakes Community Emergency Response Team (CERT)
- Past volunteer work with the Red Cross Disaster Relief Team; speaker for Red Cross Heroes Breakfast 2008
- Aided, as a citizen, in suppressing a forest fire before fire crews mobilized, Buyck Minnesota
- After witnessing the bridge collapse, aided in I35W Bridge disaster relief



# Board of Commissioners

## Request for Board Action

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**Item Number:** 2025-300

**Meeting Date:** 8/19/2025

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**Sponsor:** Housing Stability

**Title**

Grant Award for the Family Homeless Prevention and Assistance Program

**Recommendation**

1. Ratify the submittal of the grant application to Minnesota Housing Finance Agency for the Family Homeless Prevention and Assistance Program in the amount of \$23,856,193.78.
2. Accept a grant and approve a grant agreement with the Minnesota Housing Finance Agency for the Family Homeless Prevention and Assistance Program for the period of October 1, 2025, through September 30, 2027, in the amount of \$4,015,000.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

**Background and Rationale**

The Minnesota Family Homelessness Prevention and Assistance Program (FHPAP) was established in 1993 to assist families with children, single adults and youth who are homeless or at imminent risk of homelessness. The Minnesota Housing Finance Agency (MHFA) administers the FHPAP with guidance from the Minnesota Interagency Council on Homelessness and the state's plan to prevent and end homelessness. The FHPAP provides funds to serve low-income (less than 200% Federal Poverty Guidelines) residents to prevent homelessness and/or to rapidly rehouse those households that are homeless.

The county works with its community partners through an FHPAP Advisory Committee (required by Minnesota Statute 462A.204, Subdivision 6) and Heading Home Ramsey (the county's Continuum of Care or 'CoC') to design a homeless crisis response system, develop project outcome measures, and assess the short and long-term effectiveness of the program in meeting the needs of families who are at risk of homelessness, or are experiencing homeless. This year, the county's CoC prioritized serving families with minor children, single adults, and parenting or unaccompanied youth under 25 years old for the 2025-2027 grant cycle by providing street outreach, prevention, coordinated entry, and rapid rehousing services.

MHFA awarded Ramsey County \$4,015,000 for the 2025-2027 FHPAP Biennium. Ramsey County issued a notice to currently funded subgrantees to submit a letter of interest in August 2024. The notice generated 12 respondents, of which eight were awarded funding. Funded agencies include:

1. American Indian Family Center
2. Face to Face
3. Neighborhood House
4. Solid Ground
5. Catholic Charities
6. Lutheran Social Services
7. Minnesota Community Care

## 8. Wilder Foundation

**County Goals** (Check those advanced by Action)☒ Well-being☒ Prosperity☒ Opportunity☐ Accountability**Racial Equity Impact**

The state plan to prevent and end homelessness focuses on racial, housing, and health justice, as well as providing funding commitments such as FHPAP. To further address disparities that exist among Minnesotans experiencing homelessness, Minnesota Housing prioritizes working with grant administrators who will be successful in improving housing stability for communities disproportionately impacted by homelessness, including those who can provide culturally responsive services. For the 2025-2027 biennium, the Heading Home Ramsey ranking committee selected one culturally specific subgrantee, AIFC, that prioritizes services to the American Indian population, who are disproportionately represented in homelessness.

Ramsey County also highlights the *Equity Focus* prevention practice model as outlined in the 2025-2027 FHPAP Program Guide. The Equity Focus prevention model employs strategies and responses that are attuned to the populations at greatest risk for homelessness. To effectively carry out *Equity Focus*, Ramsey County works with the CoC, the FHPAP Advisory Committee, and its subgrantees to implement data-driven strategies to ensure interventions for at-risk or homeless households are representative of the populations being served, have accessible services, and target households residing in zip codes of high poverty that are overly represented in eviction filings.

**Community Participation Level and Impact**

MHFA requires the engagement of community members, stakeholders, individuals with lived experience, and school partners as part of the FHPAP Advisory Committee. This committee also serves as the Continuum of Care's (CoC) Prevention and Tenant Stabilization (PTS) Work Group, which is responsible for developing prevention-focused strategies and recommendations.

For the 2025-2027 FHPAP biennium, which aligns with the CoC Strategic Plan, the Advisory Committee/PTS Work Group will continue and initiate work on the following strategies:

1. Implement a centralized access system or 'One Door Approach' to streamline prevention assistance for residents at risk of eviction. The goal is to simplify the application process, increase efficiency, and reduce the burden of navigating multiple social service systems.
2. Strengthen the partnership with Ramsey County Financial Assistance Services - Emergency Assistance Units to align strategies, advocate for additional funding, and support policy and practice improvements that enhance service delivery for residents who are homeless or facing homelessness.
3. Improve access, communications, and service delivery within the Housing Court Financial Clinic to better serve households at risk of homelessness and foster stronger collaboration across partner agencies.
4. Advance implementation of FHPAP Advisory Committee-led strategies to maximize impact, address systemic issues, enhance coordination, and strengthen policy and practice improvements.

☒ Inform☒ Consult☒ Involve☒ Collaborate☒ Empower**Fiscal Impact**

\$3,794,175 of the grant funding will be awarded to eight subgrantees, and \$220,825 will be retained by the Ramsey County Housing Stability Department for administrative oversight, which is included in the 2025, and the 2026-2027 proposed Housing Stability Department budget.

**Last Previous Action**

On October 8, 2024, the Ramsey County Board of Commissioners approved an amendment to the agreement with Minnesota Housing Finance Association for the Family Homelessness Prevention and Assistance Program (Resolution B2024-196)

**Attachments**

1. FHPAP 26-27 Grant Contract Agreement
2. FHPAP 26-27 Workplan
3. FHPAP 26-27 Budget

**MINNESOTA HOUSING FINANCE AGENCY  
GRANT CONTRACT AGREEMENT  
FAMILY HOMELESS PREVENTION & ASSISTANCE PROGRAM**

This Grant Contract Agreement is between the Minnesota Housing Finance Agency ("MHFA") and **[GIVE THE FULL NAME OF THE GRANTEE INCLUDING ITS ADDRESS]** ("GRANTEE").

**Recitals**

1. Under [Minn. Stat. § 462A.204](#), the MHFA is empowered to enter into this Grant Contract Agreement.
2. MHFA is in need of a Family Homeless Prevention and Assistance Program (the "Program") to prevent homelessness, reduce the length of time households are homeless, and eliminate future episodes of homelessness.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of MHFA. Pursuant to [Minn. Stat. § 16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this Grant Contract Agreement.

**Grant Contract Agreement**

**1 Term of Grant Contract Agreement**

**1.1 *Effective date:***

October 1, 2025 or the date all required signatures are obtained, whichever is later. Per [Minn. Stat. § 16B.98](#), Subd. 5, the Grantee must not begin work until this Grant Contract Agreement is fully executed and MHFA's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. § 16B.98](#) Subd. 7, no payments will be made to the Grantee until this Grant Contract Agreement is fully executed.

**1.2 *Grant period:***

The Grant Contract Agreement period for the Program begins with the Effective Date of this Grant Contract Agreement and continues through September 30, 2027 (the "Grant Period"). All funds provided through this Grant Contract Agreement must be fully expended in compliance with this Grant Contract Agreement by the end of the Grant Period.

**1.3 *Expiration date:***

December 31, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**1.4 *Survival of Terms.***

The following clauses survive the expiration or cancellation of this Grant Contract Agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

**2 Grantee's Duties**

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through [Minn. Stat. § 16B.97](#), Subd. 4 (a) (1) and review the State of Minnesota Office of Grants Management policy 08-01, (Conflict of Interest for State Grant-Making). The Grantee is required to have a documented Conflict of Interest policy and must utilize this policy when performing the Grantee duties under the Grant Contract Agreement. If the Grantee has knowledge or becomes aware of any actual, potential, perceived, or organizational conflicts of interest with respect to the Grant Contract Agreement, the Grantee shall immediately disclose the conflict of interest directly to MHFA.

2.1 The Grantee has submitted an application for funding under the Program, which as revised as required by MHFA, is attached hereto as **Exhibit A** and made a part hereof (the “Application”). The Grantee has submitted to MHFA a Work Plan for funding under the Program, which as revised as required by MHFA, is attached hereto as **Exhibit B** and made a part hereof (the “Work Plan”). The Application and Work Plan are collectively known as the “Grantee’s Project Plan”. The Grantee shall perform the activities that are outlined in the Grantee’s Project Plan in accordance with the approved budget specified in the Grantee’s Project Plan, or as otherwise approved in writing by MHFA.

2.2 The Grantee agrees to comply with all Program expectations and requirements outlined in the Program Guide located on the MHFA’s [website](#) and covering October 1, 2025-September 30, 2027, which is incorporated into this Grant Contract Agreement, which may be amended from time to time as needed. MHFA will provide notice of any such amendments to the Grantee’s Authorized Representative (defined herein) by email. Unless otherwise indicated in the Program Guide, any such amendments are binding on the Grantee as of the date indicated in the notice, which shall not be earlier than the date that MHFA sends the notice.

### 2.3 *Reporting*

The Grantee shall submit quarterly and annual reports to MHFA. These reports must be submitted in a template provided by MHFA and include actual Program results compared to Program objectives outlined in the Grantee’s Project Plan. The Grantee shall submit to MHFA information about individual households served by the Grantee, as determined necessary by MHFA. Information about households served must be submitted to MHFA by the due dates established in the Reporting Timeline, attached hereto as **Exhibit C** (the “Reporting Timeline”).

As noted in Clause 2.5 below, the Grantee is required to meet with their advisory committee on at least a quarterly basis. The Grantee is also required to evaluate and report to their advisory committee on performance outcomes and expenditures defined in the Grantee’s Project Plan on at least a semi-annual basis.

### 2.4 *Coordinated Entry*

Coordinated Entry (“CE”) means a centralized or coordinated process designed to coordinate Program participant intake, assessment and provision of referrals. A centralized or coordinated entry system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.

Grantees and their sub-grantees are encouraged to participate in the local CE planning and implementing process and are required to participate in their local Continuum of Care and CE process for prevention and homeless assistance provided with Program funds. All homeless households enrolled in the Program must be referred through CE.

### 2.5 *Advisory Committee*

The Grantee shall consult on a regular basis, but no less than semi-annually, with its advisory committee, which the Grantee must establish pursuant to [Minn. Stat. § 462A.204](#), subd. 6, in the implementation of the Grantee’s Project Plan.

The Grantee must include MHFA on all communications to their advisory committee including meeting agendas and minutes.

### 2.6 *Minnesota Homeless Management Information System*

(a) The Grantee agrees that it will cooperate in good faith with Institute for Community Alliances (ICA) (the “Administrator”), and any successors and/or assignees of the Administrator’s rights and

responsibilities regarding the Minnesota Homeless Management Information System computerized database (“HMIS”) to (i) participate in and receive any training which the Administrator may require from time to time in order for the Grantee to be a licensed user of HMIS, and (ii) satisfy other reasonable requirements which may be imposed by the Administrator and MHFA in connection with HMIS.

- (b) The Grantee agrees that it will (i) request certain information from the individuals it serves through the Program, pursuant to the Grantee’s agreement with the Administrator, (ii) input such information into HMIS in a timely manner, and (iii) run reports and test data for accuracy, as directed by the Administrator and MHFA.
- (c) The Grantee agrees that it will obtain any and all necessary disclosures, releases and consents in connection with the Program to permit MHFA to access information and receive periodic reports from the Administrator (additional information is available at <http://www.hmismn.org>), and the Grantee hereby expressly permits MHFA to access any and all such information.

## 2.7 Contracts

The Grantee shall include in any contract with a sub-grantee, in addition to the provisions necessary to define a sound and complete agreement, (i) all of the provisions contained in Section 2.6 hereof, to the extent that such contract relates to the licensing, training and other requirements regarding HMIS, (ii) provisions necessary for MHFA, or its representatives, the Commissioner of Administration or the Legislative or State Auditor for the State of Minnesota to inspect, audit, copy, or abstract, any and all of sub-grantee’s books, records, papers, or other documents relevant to the Grant Proceeds (as defined below) or the use of the Grant Proceeds, (iii) provisions that sub-grantee is not allowed, without the prior written consent of MHFA, which consent may be withheld at the sole discretion of MHFA, to enter into any sub-contract or agreement that is relevant to the Grant Proceeds or the use of the Grant Proceeds, and (iv) all provisions necessary to assure sub-grantee compliance with applicable laws, rules and regulations. **Notwithstanding the foregoing, MHFA reserves the right to limit, at any time and in its sole discretion, the ability of the Grantee to enter into any contract relevant to the Grant Proceeds or the use of the Grant Proceeds.**

## 3 Time

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence.

## 4 Consideration and Payment

### 4.1 Consideration.

MHFA will pay for all services performed by the Grantee under this Grant Contract Agreement as follows:

#### (a) Compensation

The Grantee will be paid up to a maximum of \$ **AMOUNT** per the breakdown of costs contained in the approved budget specified in the Grantee’s Project Plan.

#### (b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this Grant Contract Agreement will not exceed \$ **[INSERT TOTAL TRAVEL BUDGET HERE. IF NONE, INSERT \$0.00]**; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner’s Plan” promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received MHFA’s prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

#### (c) Total Obligation.

The total obligation of MHFA for all compensation and reimbursements to the Grantee under this

Grant Contract Agreement will not exceed \$[THIS MUST BE THE TOTAL OF 4.1(A) AND 4.1(B) ABOVE] (the “Grant Proceeds”).

#### **4.2 Payment**

##### **(a) Disbursements**

The disbursement of the Grant Proceeds is as follows:

- (i) One-eighth of the total amount of the Grant Proceeds will be disbursed upon execution of the Grant Contract Agreement.
- (ii) One-eighth of the total amount of the Grant Proceeds, at MHFA’s sole discretion and subject to funding availability, until the Grant Proceeds are fully disbursed, will be disbursed at the beginning of each quarter of MHFA’s fiscal year during the Grant Period of this Grant Contract Agreement.

MHFA reserves the right to withhold or delay disbursements, at its sole discretion, if Grantee fails to perform or make reasonable, diligent progress towards the activities set forth in Grantee’s Project Plan or otherwise fails to comply with the requirements of this Grant Contract Agreement.

##### **(b) Unexpended Funds**

The Grantee must promptly return to MHFA, within 60 days of the end of the Grant Period, any unexpended funds that have not been accounted for annually in a financial report to MHFA due at grant closeout.

##### **(c) Interest Earnings**

Interest accruing on the Grant Proceeds held by the Grantee shall be applied in accordance with the permitted activities outlined in Grantee’s Project Plan.

##### **(d) Disbursements Subject to Discretion and Funding Availability**

The amount and timing of all disbursements described in 4.2(a) are subject to MHFA’s sole discretion and funding availability

#### **4.3 Contracting and Bidding Requirements**

- (a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- (b) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- (c) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- (d) The Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
  - a. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
  - b. Metropolitan Council Underutilized Business Program: MCUB: [Metropolitan Council Underutilized Business Program](#)
  - c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)

- (e) The Grantee must maintain written standards of conduct covering conflicts of interest and governing

the actions of its employees engaged in the selection, award and administration of contracts.

- (f) The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- (g) Notwithstanding (a) - (d) above, MHFA may waive bidding process requirements when:
  - Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant.
  - It is determined there is only one legitimate or practical source for such materials or services and that the Grantee has established a fair and reasonable price.
- (h) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§ 177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (i) The Grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

## **5 Conditions of Payment**

All services provided by the Grantee under this Grant Contract Agreement must be performed to MHFA's satisfaction, as determined at the sole discretion of the MHFA's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by MHFA to be unsatisfactory or performed in violation of federal, state, or local law.

## **6 Authorized Representative**

MHFA's Authorized Representative is **Rinal Ray, Housing Stability Assistant Commissioner**, 400 Wabasha Street N. Suite 400, St. Paul, MN 55102, 651.296.3789, [rinal.ray@state.mn.us](mailto:rinal.ray@state.mn.us), or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, the MHFA's Authorized Representative will certify acceptance on each invoice submitted for payment. The Authorized Representative may delegate certain responsibilities to the Program Manager, Diane Elias, 651.284.3176, [diane.elias@state.mn.us](mailto:diane.elias@state.mn.us), or her successor.

The Grantee's Authorized Representative is **[NAME, TITLE, ADDRESS, TELEPHONE NUMBER, EMAIL]**. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify MHFA.

## **7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete**

### **7.1 Assignment**

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

### **7.2 Amendments**

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

### **7.3 Waiver**

If MHFA fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or MHFA's right to enforce it.

### **7.4 Grant Contract Agreement Complete**

This Grant Contract Agreement contains all negotiations and agreements between MHFA and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

## **8 Liability**

The Grantee must indemnify, save, and hold MHFA, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by MHFA, arising from the performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the MHFA's failure to fulfill its obligations under this Grant Contract Agreement.

## **9 State Audits**

Under [Minn. Stat. § 16B.98](#), Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Contract Agreement or transaction are subject to examination by the Commissioner of Administration, MHFA and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## **10 Government Data Practices and Intellectual Property Rights**

### **10.1 Government Data Practices**

The Grantee and MHFA must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MHFA under this Grant Contract Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Contract Agreement. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or MHFA. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify MHFA. MHFA will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

### **10.2 Intellectual Property Rights**

(a) MHFA owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Grant Contract Agreement. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Grant Contract Agreement. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Grant Contract Agreement. The documents will be the exclusive property of MHFA and all such documents must be immediately returned to MHFA by the Grantee upon completion or cancellation of this Grant Contract Agreement. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the works and the documents to MHFA. The Grantee must, at the request of MHFA, execute all papers and perform all other acts necessary to transfer or record MHFA's ownership interest in the works and documents.

#### **(b) Obligations**

(1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to

practice by the Grantee, including its employees and subcontractors, in the performance of this Grant Contract Agreement, the Grantee will immediately give MHFA's Authorized Representative written notice thereof, and must promptly furnish MHFA's Authorized Representative with complete information and/or disclosure thereon.

- (2) Representation. The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of MHFA, and that neither the Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. The Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless MHFA, at Grantee's expense, from any action or claim brought against MHFA to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or MHFA's opinion is likely to arise, the Grantee must, at the MHFA's discretion, either procure for MHFA the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of MHFA will be in addition to and not exclusive of other remedies provided by law.

## **11 Workers Compensation and Insurance**

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

11.2 The Grantee shall obtain and maintain, a Certificate of Liability showing employee dishonesty/crime coverage insurance or other similar coverage in the amount of at least one-eighth of the total amount of the Grant Proceeds, and naming MHFA as certificate holder on the Certificate of Liability as approved in writing by MHFA. The Grantee, at its sole cost and expense and from time to time and at any time at the request of MHFA, must provide evidence of such coverage.

If the Grantee executes a grant contract with a sub-grantee, then the Grantee shall obtain and maintain, and have on file for MHFA to review, evidence of sub-grantee's employee dishonesty/crime coverage insurance or other similar coverage in the amount of at least one-eighth of the total sub-grantee grant contract.

## **12 Publicity and Endorsement**

### **12.1 Publicity**

Any publicity regarding the subject matter of this Grant Contract Agreement must identify MHFA as the sponsoring agency and must not be released without prior written approval from MHFA's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Contract Agreement. All projects primarily funded by state grant appropriations must publicly credit MHFA, including on the Grantee's website when practicable.

### **12.2 Endorsement**

The Grantee must not claim that MHFA endorses its products or services.

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

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

### **14 Termination**

#### **14.1 *Termination by MHFA***

##### **(a) *Without Cause***

MHFA may terminate this Grant Contract Agreement without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

##### **(b) *With Cause***

MHFA may immediately terminate this Grant Contract Agreement if MHFA finds that there has been a failure to comply with the provisions of this Grant Contract Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. MHFA may take action to protect the interests of MHFA, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

#### **14.2 *Termination by The Commissioner of Administration***

The Commissioner of Administration may immediately and unilaterally cancel this Grant Contract Agreement if further performance under the Agreement would not serve agency purposes or is not in the best interest of the State.

#### **14.3 *Termination for Insufficient Funding***

MHFA may immediately terminate this Grant Contract Agreement if:

(a) It does not obtain funding from the Minnesota Legislature

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the Grantee. MHFA is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MHFA will not be assessed any penalty if this Grant Contract Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MHFA must provide the Grantee notice of the lack of funding within a reasonable time of MHFA's receiving that notice.

### **15 Data Disclosure**

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MHFA, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

### **16. Fraud Disclosure**

Fraud is any intentionally deceptive action made for personal gain or to damage another. Any person or entity (including its employees and affiliates) that enters into an agreement with MHFA and witnesses, discovers evidence of, receives a report from another source, or has other reasonable basis to suspect that fraud or embezzlement has occurred must immediately make a report to:

- MHFA's Chief Risk Officer at 651.296.7608 or 800.657.3769 or by email at [MHFA.ReportWrongdoing@state.mn.us](mailto:MHFA.ReportWrongdoing@state.mn.us);
- Any member of MHFA's [Servant Leadership Team](#) as denoted on MHFA's current organizational chart (Go to mnhousing.gov, scroll to the bottom of the screen and select About Us, select Servant Leadership Team); or
- [Report Wrongdoing or Concerns \(mnhousing.gov\)](#) (Go to mnhousing.gov, scroll to the bottom of the screen and select Report Wrongdoing).

## 17. Suspension

By entering into any agreement with MHFA, a contracting party represents that the contracting party (including its employees or affiliates that will have direct control over the subject of the agreement) has not been suspended from doing business with MHFA. Please refer to MHFA's website for a list of [suspended individuals and organizations](#).

## 18. Conflicts

In the event of a conflict between the terms of this Grant Contract Agreement, its exhibits, and the Program Guide, or between exhibits, the order of precedence is first the Grant Contract Agreement, and then in the following order:

Program Guide

Exhibit B

Exhibit A

Exhibit C

**1. GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the Grant Contract Agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**2. MINNESOTA HOUSING FINANCE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution:  
Agency  
Grantee  
MHFA's Authorized Representative

## Family Homeless Prevention and Assistance Program (FHPAP) Work Plan 2026-27 Biennium

The purpose of the FHPAP Work Plan is to describe changes to the budget, outputs, or activities due to the final FHPAP award amount. The FHPAP Work Plan must be submitted and approved by MHFA prior to the execution of the Grant Contract Agreement.

BUDGET AND PROJECTED HOUSEHOLDS
<p><b>Expectation:</b> The Grantee must adjust its budget and proposed number of households to match the award provided by MHFA. The final budget document, including the projected number of households to be served, must reflect the spirit and intent of the initial application.</p>
<ol style="list-style-type: none"> <li>1. Submit copies of updated budget spreadsheets for the total budget, Grantee budget, and subgrantee budgets.</li> <li>2. If the budget and outputs have been adjusted proportionately but no change has been made to the anticipated services or activities, you may skip this question. If adjustments have been made that differ from the initial application, please describe here, and include rationale and guidance from the advisory committee: <ul style="list-style-type: none"> <li>• Details of any revisions to the proposed activities based on the award amount</li> <li>• Details of any revisions to the proposed households served based on the award amount</li> <li>• Details of any budget items that have significantly higher cost per household than the initial application</li> </ul> </li> </ol>
<p><b>Response:</b></p>

ACKNOWLEDGMENT OF PROGRAM EXPECTATIONS
<p><b>Eligibility Criteria:</b> Grantees must follow the state eligibility criteria allowable by the program (see section 3.02 of the <a href="#">Program Guide</a>). If your program will be utilizing one of the following exceptions, please check the box below and, if not described in the application, provide a response as well.</p>
<p><input type="checkbox"/> The Grantee will further restrict household income below 200% of federal poverty guidelines to target households with the greatest need.</p>
<p><input type="checkbox"/> The Grantee will further target their Rapid Rehousing resources toward households prioritized by their Continuum of Care, such as chronically homeless or literally homeless.</p>
<p><input type="checkbox"/> The Grantee or subgrantees are specializing in serving a specific population, such as youth or families, and are targeting those households. Regardless, the grantee has demonstrated in the application narrative how all households will be served with assistance.</p>

☐ The Grantee will assess households for FHPAP eligibility at the same time as assessing the household for Emergency Assistance/Emergency General Assistance (EA/EGA) with a process that does not add undue burden to the household.

**Response:**

**Monitoring:** Regular and ongoing monitoring of client records and financial files. At least annually, the Grantee and its advisory committee will be responsible to monitor each organization providing Program funded activities. Monitoring must include review of client records documenting eligibility and service provision. It should also include review of financial files for eligible expenses, invoicing, and supporting documentation. Results should be shared with the Grantee's advisory committee.

**Performance:** The Grantee will utilize the HMIS FHPAP Supplemental (036) report to evaluate the performance of the Program and share the results with the Grantee's advisory committee for additional discussion:

- **Measure #1:** The percentage of households receiving assistance who are not yet homeless who do not become homeless (*Prevent*)
- **Measure #2:** The percentage of households who exit to permanent, stable housing, by race, ethnicity, and household type (*Rare*)
- **Measure #3:** The length of time from enrollment to housing placement (*Brief*)
- **Measure #4:** The percentage of households served, indicated by race, ethnicity, and household type, who do not return to homelessness (*One-time*)
- **Measure #5:** Intake demographics of the households served compared to exit demographics by destination (for example, if the program serves 60% of people of color clients, are 60% of FHPAP's positive housing outcomes going to people of color?) (*Equity*)

MHFA may also add strong recommendations or conditions into a Grantee's FHPAP Work Plan as a part of the award process which would be outlined in writing below. If no strong recommendations or conditions are listed, no response is required.

**Strong Recommendations or Conditions**

**Response:**

<b>FHPAP Grantee:</b>	
<b>Federal ID #</b>	
<b>State Tax ID#</b>	
<b>Grantee*</b>	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	
<b>Grantee*</b>	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	
* You must have two FHPAP Grantee contacts noted	
<b>HMIS</b>	
Contact person	
Address	
City	
State	
Zip Code	
Phone	
Email	

<b>Executive Director</b>	
Name	
Address	
City	
State	
Zip Code	
Phone	
Email	
<b>Board Chair</b>	
Name	
Address	
City	
State	
Zip Code	
Phone	
Email	
<b>Fiscal Director</b>	
Name	
Address	
City	
State	
Zip Code	
Phone	
Email	

# Board of Commissioners

## Request for Board Action

**Item Number:** 2025-298

**Meeting Date:** 8/19/2025

**Sponsor:** Public Works

**Title**

Revoke County Road 94/South Shore Boulevard and revert to White Bear Township

**Recommendation**

Approve revoking County Road 94/South Shore Boulevard from 280 feet west of Bellaire Avenue to East County Line Road/County Road F and revert to White Bear Township.

**Background and Rationale**

In 2020, White Bear Township and Ramsey County agreed to design and reconstruct County Road 94/South Shore Boulevard to have separate road and pedestrian facilities. The function and class of roadway following the reconstruction of County Road 94/South Shore Boulevard warranted the turnback of the corridor to White Bear Township. The county has completed the construction of County Road 94/South Shore Boulevard.

The Ramsey County Board of Commissioners held a public hearing in White Bear Township on August 18<sup>th</sup>, 2025. Per Minnesota State Statute 163.11, Subdivision 5a, Ramsey County will be revoking County Road 94/South Shore Boulevard and reverting this highway to White Bear Township. South Shore Boulevard (County Road 94) between 280 feet west of Bellaire Avenue (County Road 160) and County Road F (County State Aid Highway 12) are to be reverted to ownership by White Bear Township. The statute requires Ramsey County to host a public hearing in White Bear Township, to receive testimony from residents living in the township, regarding reverting this highway.

**County Goals** (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☒ Opportunity

☒ Accountability

**Racial Equity Impact**

In 2020, White Bear Township had a population of 11,049 people with a median household income of \$122,966 with an employment rate of 66.9%. The population includes 85.3% White, 3.7% Hispanic or Latino, 3.1% Asian, 1.4% Black or African American, 5.4% two or more races, 1.1% Other race.

**Community Participation Level and Impact**

The South Shore Boulevard project was designed from 2018 to 2022. It had multiple open houses. Designers worked with the homeowners during design and construction. Lake Links Association helped gain project funding and community participation for this trail that is part of a bigger trail system around White Bear Lake.

☒ Inform

☒ Consult

☒ Involve

☐ Collaborate

☐ Empower

**Fiscal Impact**

The county is responsible for the maintenance of the roadway segment for two years after execution of the turnback. These maintenance activities are accounted for in the Public Works maintenance budget.

**Last Previous Action**

On August 18, 2025, the Ramsey County Board of Commissioners held a public hearing at Heritage Hall, 4200

Otter Lake Road, White Bear Township, Minnesota 55110, to afford the public the opportunity to comment on jurisdictional transfer of a roadway to White Bear Township.

On January 11, 2022, the Ramsey County Board of Commissioners approved the 2022-2026 Transportation Improvement Program (Resolution B2022-013).

**Attachments**

1. Certified Mail Receipts
2. Affidavit of Publication
3. Map

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VADNAIS HEIGHTS  
1056 HIGHWAY 96 E  
SAINT PAUL, MN 55127-2337  
[www.usps.com](http://www.usps.com)

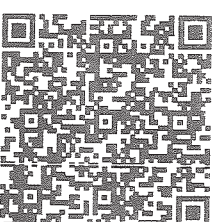
07/16/2025

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TRACKING NUMBERS

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9589 0710 5270 0015 5388 61  
9589 0710 5270 0015 5388 85

TRACK STATUS OF ITEMS WITH THIS CODE  
(UP TO 25 ITEMS)



TRACK STATUS BY TEXT MESSAGE

Send tracking number to 28777 (2USPS)  
Standard message and data rates may apply

TRACK STATUS ONLINE

Visit <https://www.usps.com/tracking>  
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PURCHASE DETAILS

Product	Qty	Unit Price	Price
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First-Class Mail <sup>®</sup> 1 Letter	1		\$0.78
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Saint Paul, MN 55110

Weight: 0 lb 0.30 oz

Estimated Delivery Date

Sat 07/19/2025

Certified Mail<sup>®</sup>

Tracking #:

9589 0710 5270 0015 5388 54

Total			\$6.08
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First-Class Mail <sup>®</sup> 1 Letter	1		\$0.78
--	---	--	--------

Saint Paul, MN 55110

Weight: 0 lb 0.30 oz

Estimated Delivery Date

Sat 07/19/2025

Certified Mail<sup>®</sup>

Tracking #:

9589 0710 5270 0015 5388 61

Total			\$6.08
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First-Class Mail <sup>®</sup> 1 Letter	1		\$0.78
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Saint Paul, MN 55110

Weight: 0 lb 0.30 oz

Estimated Delivery Date

Sat 07/19/2025

Certified Mail<sup>®</sup>

Tracking #:

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Total			\$6.08
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Grand Total:			\$18.24
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Credit Card Remit			\$18.24
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Card Name: VISA

Account #: XXXXXXXXXXXX9208

Approval #: 016738

Transaction #: 449

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☐ Adult Signature Required \$ 0.00  
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☐ Return Receipt (electronic) \$ 0.00  
☐ Certified Mail Restricted Delivery \$ 0.00  
☐ Adult Signature Required \$ 0.00  
☐ Adult Signature Restricted Delivery \$ 0.00

Postmark  
Here  
JUL 16 2025

Postage

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Postmark  
Here  
JUL 16 2025

Postage

56127  
07/16/2025

Total Postage and Fees

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

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Letter  
 Saint Paul, MN 55110  
 Weight: 0 lb 0.30 oz  
 Estimated Delivery Date  
 Sat 07/19/2025  
 Certified Mail® \$5.30  
 Tracking #: 9589 0710 5270 0015 5388 61

Total \$6.08

First-Class Mail® 1 \$0.78  
 Letter

Saint Paul, MN 55110  
 Weight: 0 lb 0.30 oz  
 Estimated Delivery Date  
 Sat 07/19/2025  
 Certified Mail® \$5.30  
 Tracking #: 9589 0710 5270 0015 5388 85

Total \$6.08

Grand Total: \$18.24

Credit Card Remit \$18.24

Card Name: VISA  
 Account #: XXXXXXXXXXXX9208  
 Approval #: 016738  
 Transaction #: 449  
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 AL: VISA CREDIT

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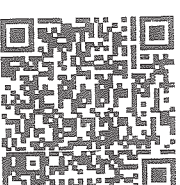
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UFN: 268358-0031  
 Receipt #: 840-55531156-1-10875566-2  
 Clerk: 34

# AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF RAMSEY )

RECEIVED  
AUG 04 2025

Carter Johnson, being first duly sworn, on oath states as follows:

1. I am the publisher of the WHITE BEAR PRESS, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant of Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached was published in the newspaper are as follows:

Once a week, for one week, it was published on Wednesday, the 30th day of July, 2025.

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows:

a) Lowest classified rate paid by commercial users for comparable space \_\_\_\_\_

b) Maximum rate allowed by law for the above matter \_\_\_\_\_

c) Rate actually charged for the above matter \$ 24.10/inch

5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Ramsey County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

We are a qualified newspaper in the following counties: Anoka, Ramsey and Washington

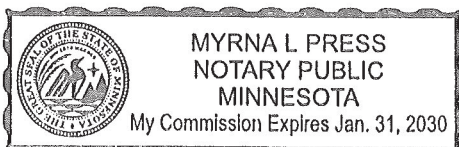
FURTHER YOUR AFFIANT SAITH NOT.

BY:

TITLE: Carter Johnson, Publisher  
PRESS PUBLICATIONS  
4779 Bloom Avenue  
White Bear Lake, MN 55110

Subscribed and sworn to before me on this 30th day of July, 2025.

Myrna L. Press  
Notary Public



**RAMSEY COUNTY, MINNESOTA  
BOARD OF COMMISSIONERS**  
**PUBLIC HEARING NOTICE**  
NOTICE IS HEREBY GIVEN that the Ramsey County Board of Commissioners will hold a Public Hearing at 7:30 p.m., or as soon thereafter as possible, on August 18, 2025, at Heritage Hall, 4200 Otter Lake Road, White Bear Township, Minnesota 55110.  
This Public Hearing will be conducted to afford the public the opportunity to comment on jurisdictional transfer of a roadway to White Bear Township. South Shore Boulevard (County Road 94) between Bellaire Avenue (County Road 160) and County Road F (County State Aid Highway 12) are to be reverted to ownership by White Bear Township.  
Persons who intend to testify are encouraged to sign up by [www.ramseycounty.us/chiefclerk](http://www.ramseycounty.us/chiefclerk) or to contact the Chief Clerk at 651-266-9200 prior to August 18, 2025.  
If in-person testimony is not feasible, comments may alternatively be provided via the following methods:  
Email: [chiefclerk@ramseycounty.us](mailto:chiefclerk@ramseycounty.us) | Phone: 651-266-9200 | Written Mail: Chief Clerk, 15 W. Kellogg Blvd, Suite 250, Saint Paul, MN 55102  
*Published one time in the White Bear Press on July 30, 2025.*

# MINNESOTA DEPARTMENT OF TRANSPORTATION

RAMSEY COUNTY, CITY OF WHITE BEAR LAKE & WHITE BEAR TOWNSHIP

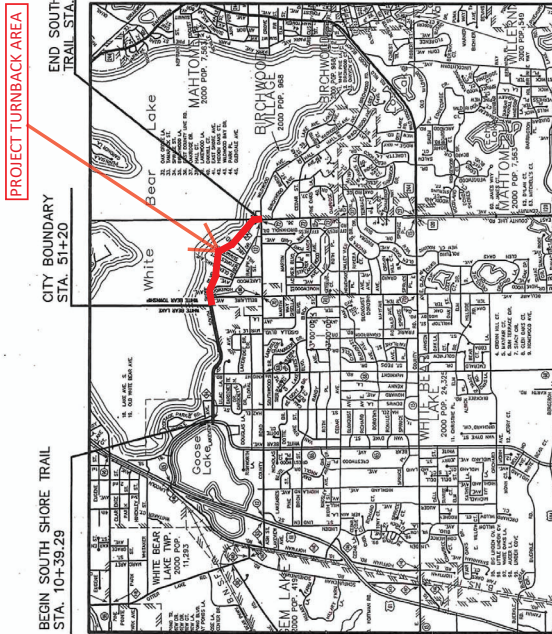
## SOUTH SHORE TRAIL

RAMSEY COUNTY PROJECT NO. P-8025

CONSTRUCTION PLANS FOR: BITUMINOUS SURFACING, AGGREGATE BASE, GRADING, ADA IMPROVEMENTS, CONCRETE CURB & GUTTER, STORM SEWER, STORMWATER POND IMPROVEMENTS & LIGHTING  
LOCATED ON: SOUTH SHORE BOULEVARD FROM WHITE BEAR AVENUE TO COUNTY ROAD F

### LEGEND

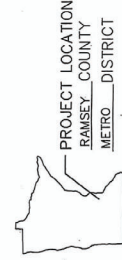
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- EXISTING HYDRANT
- EXISTING CURB BOX
- EXISTING WATERMAN MANHOLE
- EXISTING SANITARY MANHOLE
- EXISTING STORM MANHOLE
- EXISTING CATCH BASIN
- EXISTING GAS VALVE
- EXISTING CABLE TV BOX
- EXISTING TELEPHONE BOX
- EXISTING POWER POLE
- EXISTING ELECTRICAL MANHOLE
- EXISTING ELECTRICAL TRANSFORMER
- EXISTING LIGHT POLE
- EXISTING WATERMAN
- EXISTING SANITARY SEWER
- EXISTING STORM SEWER
- EXISTING GAS MAIN
- EXISTING CABLE TV
- EXISTING UNDERGROUND TELEPHONE LINE
- EXISTING UNDERGROUND POWER
- EXISTING OVERHEAD POWER
- EXISTING FIBER LINE
- EXISTING CURB AND GUTTER
- EXISTING FENCE
- EXISTING RIGHT-OF-WAY
- EXISTING EASEMENT
- EXISTING MAILBOX
- EXISTING SOIL BORING
- EXISTING STREET SIGN
- EXISTING TREE
- EXISTING TREE LINE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- DRAINAGE ARROW
- PROPOSED MANHOLE (STORM/SANITARY)
- PROPOSED CATCH BASIN
- PROPOSED WATERMAN
- PROPOSED STORM SEWER
- PROPOSED DRAIN TILE
- PROPOSED CURB AND GUTTER
- IN PLACE R/W
- PROPOSED R/W
- TEMPORARY EASEMENT
- PERMANENT EASEMENT
- PROPERTY LINE
- LIMITS OF CONSTRUCTION



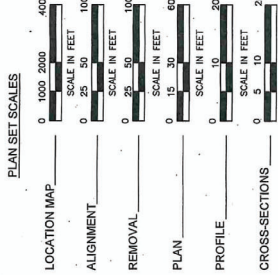
RANGE 22W

GROSS LENGTH	2858.37	FEET/1.488 MILES
EXCEPTION LENGTH	0.00	FEET/0.00 MILES
NET LENGTH	2858.37	FEET/1.488 MILES

NOTE:  
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY COMPANY PROVIDED. THE QUALITY LEVEL WAS DETERMINED BY THE UTILITY COMPANIES. THE CONTRACTOR SHALL FOLLOW THE "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".  
THE EXACT LOCATION OF UNDERGROUND UTILITIES SHOWN IN THIS PLAN SET ARE UNKNOWN. THE CONTRACTOR SHALL CONTACT THE UTILITY COMPANIES PRIOR TO STARTING ANY EXCAVATION.  
GOPHER STATE ONE CALL SYSTEM: 1-800-252-1166



PROJECT LOCATION  
RAMSEY COUNTY  
METRO DISTRICT



DESIGN DESIGNATION: SOUTH SHORE BLVD.  
Functioned Classification: MAJOR COLLECTOR  
ADT (Current Year) 2022 = 1170  
ADT (Future Year) 2042 = 1720  
Design Speed = 30 MPH  
Based on STOPPING Sight Distance 2.0' Height of eye = 5.0' Height of Object = 3.0' Design Speed not achieved at  
T (Heavy Commercial) = 460.00' Design Load ID 10  
R-Value = 15 20 YR BESALS 460.00' Design Load ID 10

DESIGN DESIGNATION: MONROE ROAD N. TO BELLAIR AVENUE  
Functioned Classification: MAJOR COLLECTOR  
ADT (Current Year) 2022 = 1170  
ADT (Future Year) 2042 = 1720  
Design Speed = 30 MPH  
Based on STOPPING Sight Distance 2.0' Height of eye = 5.0' Height of Object = 3.0' Design Speed not achieved at  
T (Heavy Commercial) = 460.00' Design Load ID 10  
R-Value = 15 20 YR BESALS 460.00' Design Load ID 10

DESIGN DESIGNATION: BELLAIR AVENUE TO COUNTY ROAD F  
Functioned Classification: MAJOR COLLECTOR  
ADT (Current Year) 2022 = 1170  
ADT (Future Year) 2042 = 1720  
Design Speed = 30 MPH  
Based on STOPPING Sight Distance 2.0' Height of eye = 5.0' Height of Object = 3.0' Design Speed not achieved at  
T (Heavy Commercial) = 460.00' Design Load ID 10  
R-Value = 15 20 YR BESALS 460.00' Design Load ID 10

DESIGN DESIGNATION: SOUTH SHORE BLVD. TRAIL  
Functioned Classification: TRAIL  
ADT (Current Year) 2022 = 1170  
ADT (Future Year) 2042 = 1720  
Design Speed = 30 MPH  
Based on STOPPING Sight Distance 2.0' Height of eye = 5.0' Height of Object = 3.0' Design Speed not achieved at  
T (Heavy Commercial) = 460.00' Design Load ID 10  
R-Value = 15 20 YR BESALS 460.00' Design Load ID 10

GOVERNING SPECIFICATIONS

THE 2020 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MOST RECENT EDITION MINNESOTA MANUAL ON UNIFORM CONTROL ZONE LAYOUTS, INCLUDING FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

INDEX

SHEET NO.	DESCRIPTION
1	COVER SHEET
2-4	STATEMENT OF ESTIMATED QUANTITIES
5-12	GENERAL NOTES
13-19	UTILITY TABULATIONS
20-25	TYPICAL SECTIONS
26-30	MISCELLANEOUS DETAILS
31-51	IMPROVEMENTS AND UTILITY PLAN
52-58	IMPROVEMENTS AND UTILITY PLAN
59-75	IMPROVEMENTS AND UTILITY PLAN
76-87	IMPROVEMENTS AND UTILITY PLAN
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100-105	IMPROVEMENTS AND UTILITY PLAN
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125-139	IMPROVEMENTS AND UTILITY PLAN
140-143	IMPROVEMENTS AND UTILITY PLAN
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187-191	IMPROVEMENTS AND UTILITY PLAN
192-193	IMPROVEMENTS AND UTILITY PLAN
A1-A3	IMPROVEMENTS AND UTILITY PLAN
C100-C208	IMPROVEMENTS AND UTILITY PLAN

THIS PLAN SET CONTAINS 258 SHEETS  
(INCLUDING CITY AND TOWNSHIP UTILITY PLANS)

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2025-299

**Meeting Date:** 8/19/2025

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**Sponsor:** County Manager's Office

**Title**

County Funding Streams

**Recommendation**

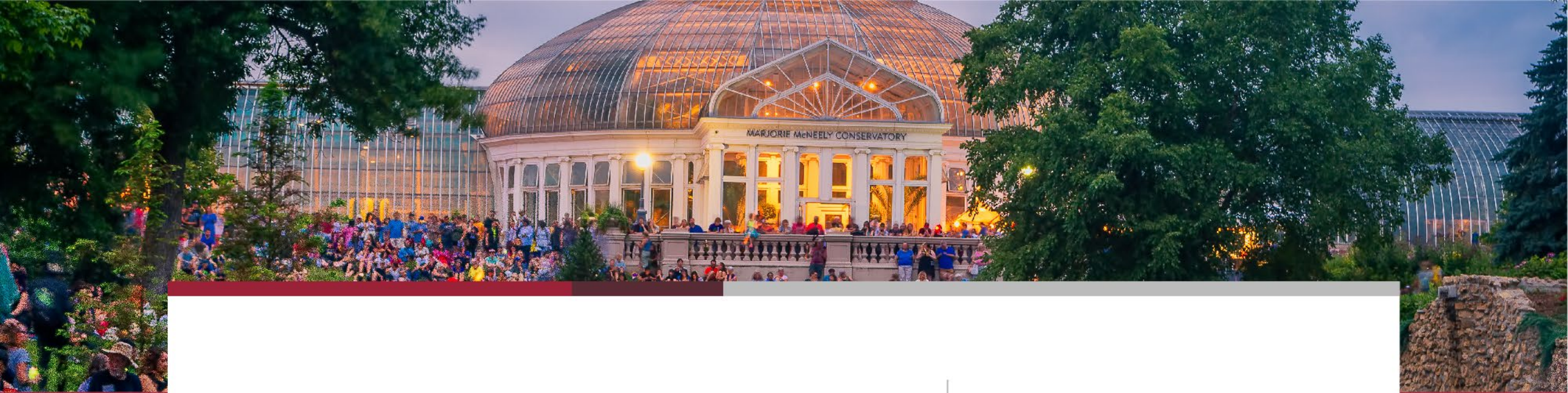
None. For information and discussion only.

**Background and Rationale**

Provide an overview of Ramsey County funding streams.

**Attachments**

1. Presentation



# County Funding Sources

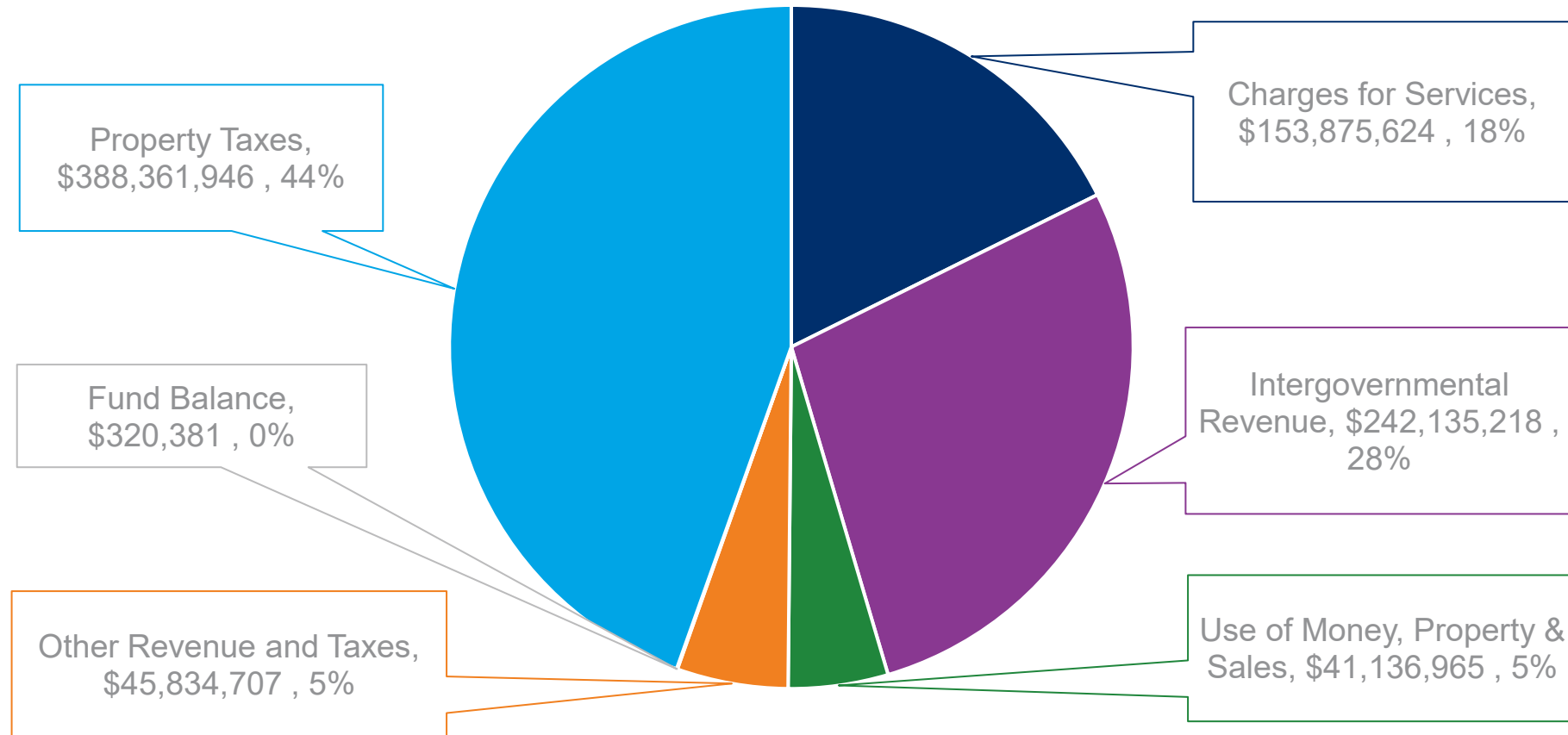
August 19, 2025



# Funding Sources Agenda

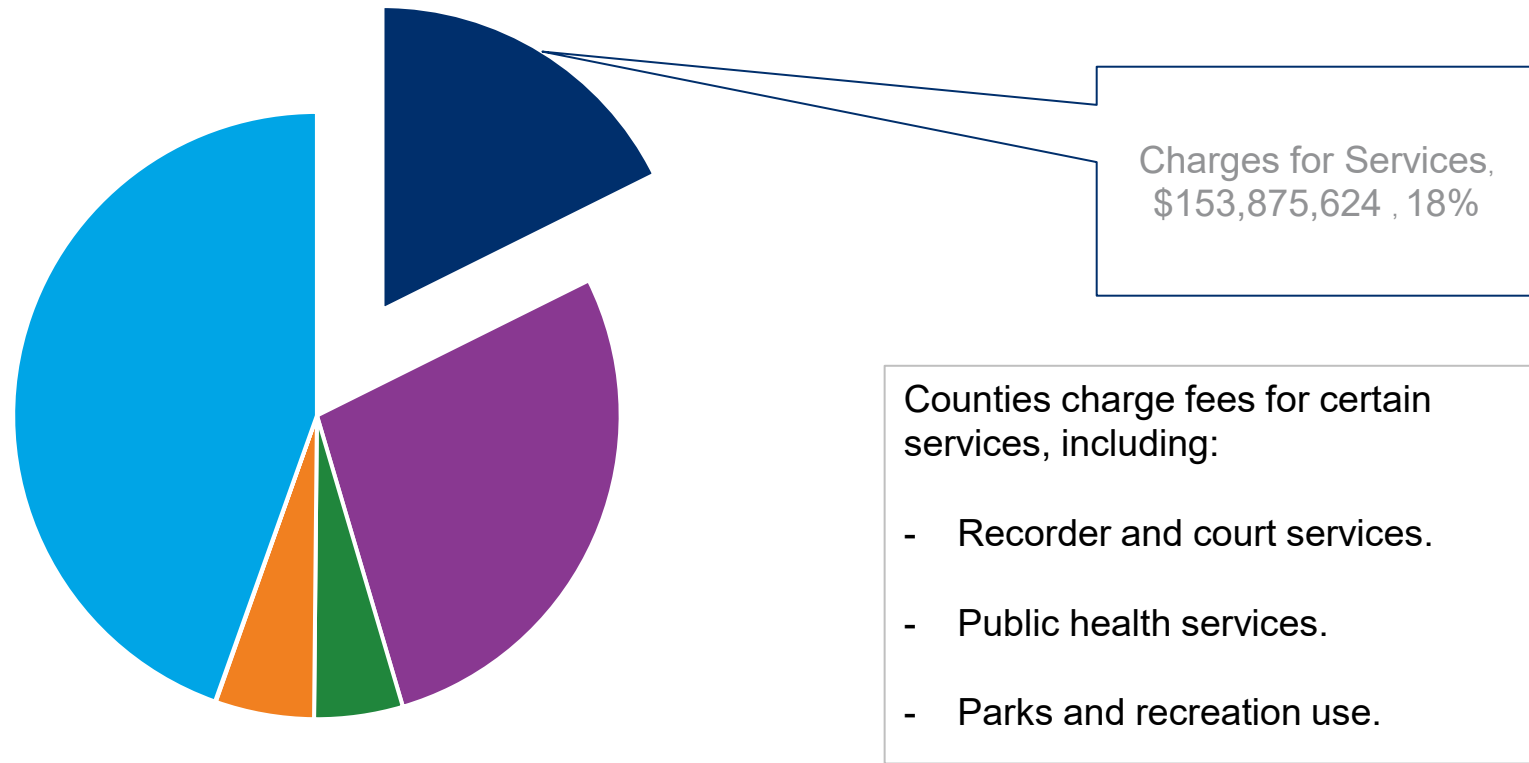
- Where the County Dollar Comes From
  - Susan Earle, Budget Director, Finance
- Special Local Property Tax Levies
  - Brian Isaacson, Director, Public Works
  - Mike Rogers, Deputy Director, Public Works
  - Josh Olson, Director, Community and Economic Development
- Questions

# Where the County Dollar Comes From



**Total County Budget 2025: \$871,664,841**

# Where the County Dollar Comes From: Charges for Services



Total County Budget 2025: \$871,664,841

# Where the County Dollar Comes From:

## Use of Money, Property, Sales, and Other Revenues and Taxes

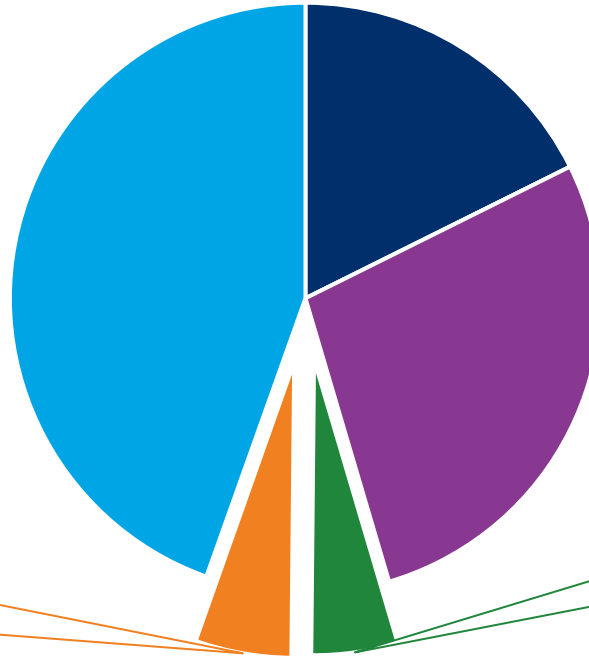
### Transfers:

- Funds moved from one area of the county to another for specific purposes.

Non-property taxes, expense recoveries, and other miscellaneous revenue.

### Investment and sales income, including:

- Earnings from county reserves, trust funds, or temporary investments.
- Other sales income, for example fleet surplus.



Other Revenue and Taxes,  
\$45,834,707 , 5%

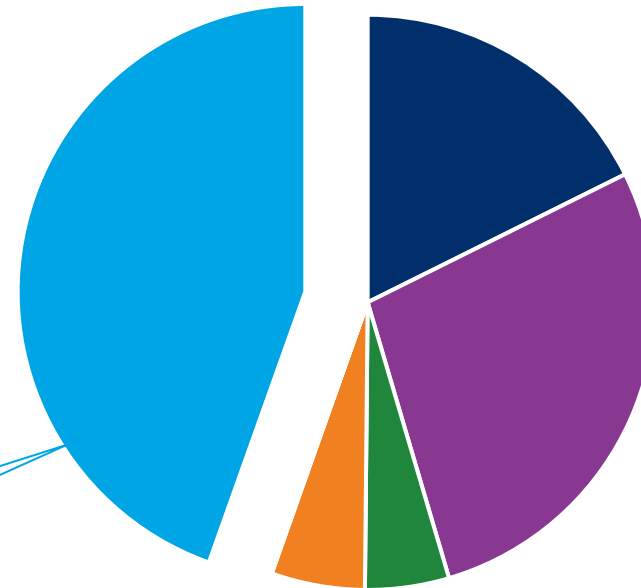
Use of Money, Property & Sales,  
\$41,136,965 , 5%

**Total County Budget 2025: \$871,664,841**

# Where the County Dollar Comes From: Property Taxes

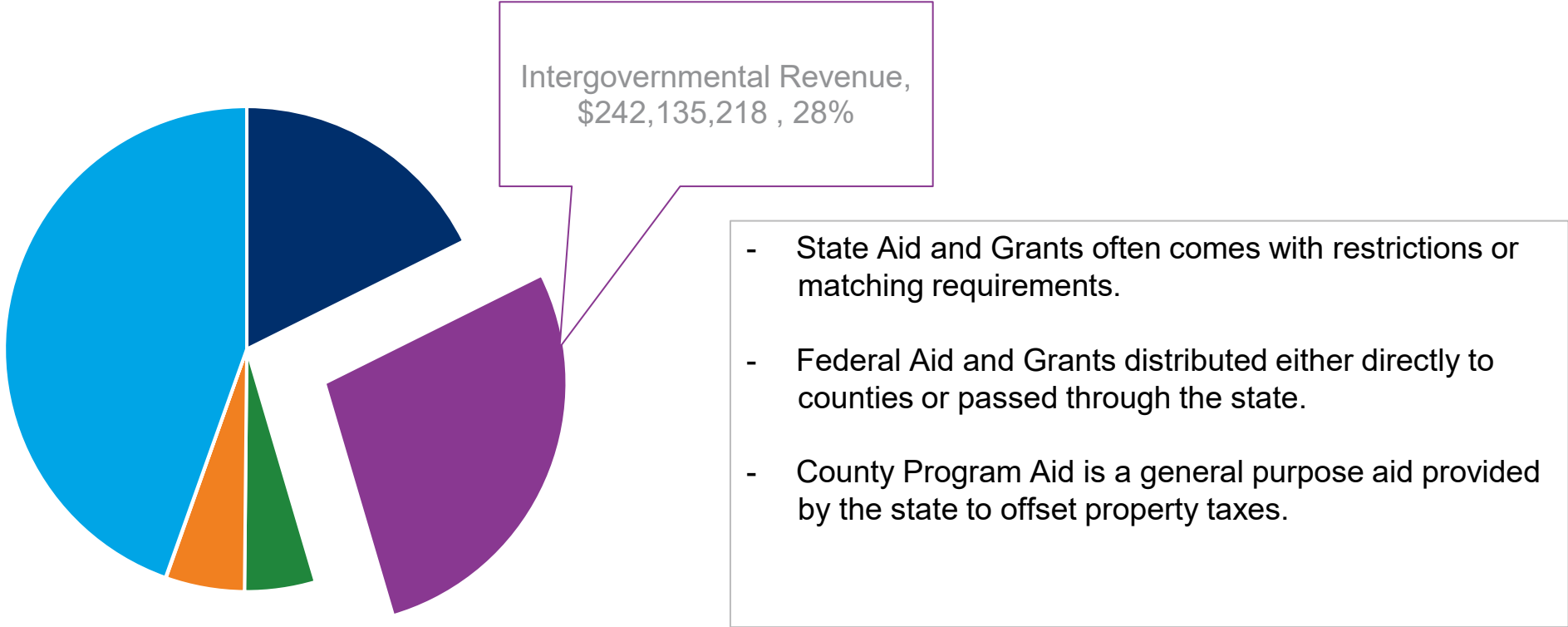
- Our single largest source of funding, these are taxes levied on all properties in the county.
- This includes a levy for county operating, library operating, and both county and library debt service.
- The library levy is paid only by suburban properties.

Property Taxes, \$388,361,946 ,  
44%



**Total County Budget 2025: \$871,664,841**

# Where the County Dollar Comes From: Intergovernmental Revenue



**Total County Budget 2025: \$871,664,841**

# Overview of Property Tax Funding Sources



# Ramsey County Budget and Property Taxes

- **Total Ramsey County budget**

**2025 Budget**

\$871,664,841

- **Property Tax Levy**

**2025:** \$395,960,717

- **Regional Rail levy set at the statutory maximum:**

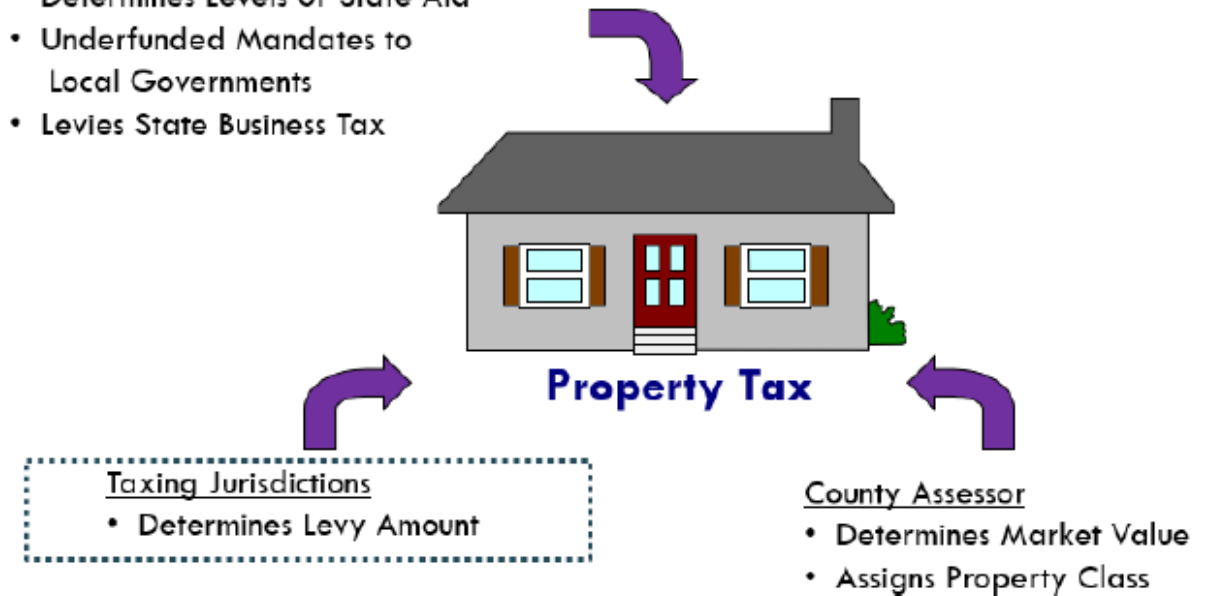
**2025:** \$35,585,858

- **Housing and Redevelopment Authority levy set at the statutory maximum:**

**2025:** \$13,346,926

State Legislature

- Sets Property Tax Policy
- Establishes Property Classes & Class Rates
- Determines Levels of State Aid
- Underfunded Mandates to Local Governments
- Levies State Business Tax



# Overview of Transportation Funding Sources





## Ramsey County Transportation Sales Tax

- Authorized by the county board in June 2017 (Resolution B2017-143).
- ½ percent sales tax for transit and transportation improvements.
  - Transitways.
  - Pedestrian, Bicycle and Trail projects.
  - Transportation and Roadway Projects.



## Ramsey County Transportation Sales Tax

- **Limitations on Eligibility:**
  - Must be used for specific transportation project(s).
  - Transit capital and operations.
  - Capital costs for buildings and facilities associated with maintaining transportation and transit projects.
  - Maintenance costs are ineligible for non-transit projects.



## 2. Regional Railroad Authority (RRA) Levy

- Organized in 1987 pursuant to Minnesota Statute 398A.
- Broad statutory powers include:
  - Railroad Acquisition and Operation.
  - Bus Rapid Transit Development.
  - Property Acquisition.
- Construed liberally and broadly interpreted.
- Not considered a limitation on powers.
- RRA statute prevails in a conflict with other statutes.



## Regional Railroad Authority Levy

- **Limitations on Eligibility:**
  - 10% cap on capital funding for light rail or commuter projects.
  - Cannot be used for operations and maintenance of light rail or commuter rail.
  - Spending must be on railroad (freight or passenger), railroad related (e.g. railroad crossings) or bus rapid transit projects.



**Amtrak's Borealis train ridership reaches 100K in five months**

The St. Paul-Chicago route is exceeding projections.

By Tim Harlow  
The Minnesota Star Tribune  
OCTOBER 24, 2024 AT 2:58PM

## Annual Use of Funding



Staffing (~\$2m)



Project Development (~\$varies)



Union Depot Operations (~\$10m)



# Overview of Housing and Redevelopment Authority Funding Sources





## Housing and Redevelopment Authority (HRA) Levy

- Ramsey County approved HRA area of operation (excluding North Saint Paul) in June 2021 and approved 2022-2023 budget with levy for Housing and Redevelopment Authority. ***2022 is first year of HRA Levy.***
  - Ramsey County was the ***last metropolitan county to levy*** from its Housing and Redevelopment Authority.
- Funding decisions guided by Economic Competitiveness and Inclusion Plan (Released: March 2021).



Plaza Del Sol, Saint Paul; HRA Levy Supported Project (2023, 2024)  
EDD Cohort Graduation 2024; HRA Levy Supported Program  
Litmore Apartments, Little Canada; HRA Levy supported project (2023)



# Programming Funded by HRA Levy

## Housing Programs

- Affordable Housing infrastructure investments.
- Homeowner down payment assistance (FirstHome).
- Emerging & Diverse Developers (EDD) Program.

## Redevelopment Programs

- Critical Corridors.
  - Planning.
  - Development + Infrastructure.
  - Suburban Commercial Corridor Initiative.
- Site Assessment Grants (SAG).

## HRA Levy – *Additional Considerations*



- The HRA Levy Area of Operation is countywide, however ***excludes*** North Saint Paul.
- Strive for 50/50 spending parity (Saint Paul/Suburbs).
- County's HRA statutory language amended during 2024 Minnesota Legislative Session. Amended language allows business support and growth programming as an allowable use of Ramsey County HRA Levy.
  - Statutory language requires an opt-in process by cities, so business programming funded by HRA Levy will begin in January 2027.

# Questions

