

City of Ramsey
Agenda
Joint City Council, Planning Commission and Economic Development Authority
Special Work Session
Thursday, September 23, 2021
5:30 pm
Lake Itasca Room, 7550 Sunwood Drive NW

Remote Attendance available at www.cityoframsey.com/meetings. To maximize social distancing due to the COVID-19 Pandemic, those that can join remotely are encouraged to do so. Those joining remotely and requesting to speak are asked to use a webcam when speaking.

1. **Call to Order**
2. **Topics for Discussion**
 1. Discuss COR and Highway 10 Planning / Vision
3. **Adjournment**

CC Special Work Session

Meeting Date: 09/23/2021

Title:

Discuss COR and Highway 10 Planning / Vision

Purpose/Background:

Purpose

The purpose of this case is to have the City Council (CC), Planning Commission (PC) and Economic Development Authority (EDA) discuss the COR and Highway 10 Planning / Vision. It has been approximately 3-4 years since the CC, PC and EDA have met jointly to discuss the COR and Hwy 10 Planning / Vision and future development. The makeup of the CC, PC and EDA has changed over the past few years so it seems reasonable to have all bodies present to get to know each other and to discuss items that are relevant to the growth and development of the City. The Planning Commission leadership asked for this meeting to be scheduled to discuss the vision for the COR, Highway 10, and allow each group to get to know each other.

Development, infrastructure improvements and branding along Hwy 10 and in the COR are important to the success of Ramsey. The planning/vision for Hwy 10 and the COR have evolved over time to adjust to economic and market factors. As we exit the Covid-19 pandemic, the way people shop and work is much different than in 2019. As market factors change, the City needs to be flexible and prepared to respond to requests for new places to live, work, play, shop and eat.

Background on the COR/Retail

Many office buildings are struggling to bring their tenants back as more workers chose, and are able to work remotely. The development of power shopping centers is not as prevalent as before and retailers are changing to smaller formats and increasing online sales. Investment in new restaurants has not recovered from the impacts of the pandemic but it is still a priority for the City of Ramsey. Housing in the suburbs is in high demand and pricing and sales have increased. A comparison for Ramsey from July 2013 to July 2021 shows an increase in median home value from \$189,000 to \$339,000. Days on market have dropped from 92 down to 13 showing how hot this market is in Ramsey. The real estate environment we live in in 2021 is much different than 2005, when Ramsey Town Center (now known as the COR) was created.

Staff has attempted to bring new retail/commercial prospects to the COR, while being responsive and attentive to prospects who come to the City. Staff is not turning away retail/commercial prospects, and is working hard to get more businesses interested in coming to the COR.

Background on Highway 10

Highway 10 has always been a focal point for the City of Ramsey. For many, what they see on Highway 10 is their first impression of Ramsey. Highway 10 is a major arterial road which provides opportunity for business investment, marketing and future development. The major work relating to the new interchanges from Anoka to Elk River over the next 5 years will change the landscape of this corridor and Ramsey needs to be prepared. There will be challenges during the construction period and it is important to do what we can as a city to help our businesses during this difficult time.

Attached is a two-pager from July 2021 showing the preliminary layout and before-and-after renderings of the two proposed interchange areas. Other information on the proposed Ramsey Gateway Highway 10 improvements can be found on the following websites:

- [Ramsey Gateway US-10 \(arcgis.com\)](https://arcgis.com)
- [Ramsey Gateway Project | Anoka County, MN - Official Website](https://www.anoka.com/ramsey-gateway)

Topics for discussion

COR Items:

1. How does the City want to see the COR Develop?
 1. Soft pause on multi-family housing on City-owned land to give time to allow retail/commercial to catch up. What is that level?
 2. Process: Responsive to project requests while still actively recruiting retail/commercial.
2. Review of COR development proposals:
 1. Parcel 50 (South of Casey's) - Java Properties Retail
 2. Parcel 46 (around roundabout) - Centra Homes
 3. Pact Charter School - Future expansion - Location needs to be determined
3. Is the City open to dollar type stores on City Property in the COR? If so, where?
 1. Should we retain "end cap" type pieces for high quality users?

Citywide Items:

1. Balance between Urban and Rural Development (MUSA Line).

Highway 10:

1. The City has a draft ordinance and lease for the IDigital Billboard on Hwy 10 and other potential billboard locations. Are Staff, Boards and Commissions on the right track?
 1. Related: sign discussion, regulations and design. Planning Commission seemed interested in redeveloping City-wide sign plan.

Timeframe:

The City is receiving more development proposals for lots in the COR. A better understanding of which uses are acceptable and where these uses will be considered would be helpful for staff, boards and commissions so staff can work efficiently with developers and end users.

IDigital is looking to finalize the lease and ordinance for the Billboard this fall. It would likely be a 2022 build. In order to keep this project on track, we need to adopt an ordinance and agree on a lease in the next few months.

Funding Source:

Responsible Party(ies):

Outcome:

Possible outcomes of the joint meeting include:

1. Clarity surrounding the vision / plan for the COR and Hwy 10
2. Understanding of which uses and the location of those uses will be supported on City-land in the COR
3. Clarification/understanding of MUSA Boundary
4. Confirmation on a commitment to bring Billboard(s) to Highway 10 (potential direction relating to City signs and branding)

Attachments

[Ramsey Gateway Layout & Renderings](#)

[Site Location Map Parcel 46 and Parcel 50](#)

[Parcel 50 - Retail Development Proposal](#)

[Parcel 46 Vision](#)

[Parcel 46 - Centra Proposal](#)

[Ramsey Housing Market July 2021](#)

[Ramsey Housing Market July 2013](#)

[Draft Billboard Lease I Digital](#)

Resolution #21-131 - Proceed with Bill Board

Draft Billboard Regulations

Future Land Use Map (MUSA)

Pact Massing Plan - Sunwood Dr Option (1)

Form Review

Inbox

Sean Sullivan
Bruce Westby (Originator)
Kurt Ulrich
Form Started By: Bruce Westby
Final Approval Date: 09/16/2021

Reviewed By

Sean Sullivan
Bruce Westby
Kurt Ulrich

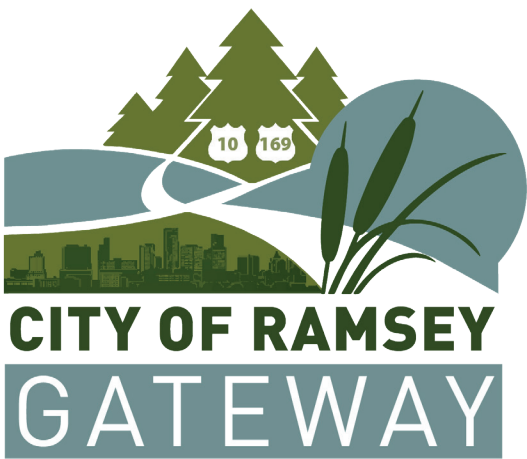
Date

09/15/2021 10:19 AM
09/16/2021 10:17 AM
09/16/2021 02:40 PM
Started On: 09/14/2021 02:48 PM

Ramsey Gateway US Highway 10/169 Project

CSAH 56 and CSAH 57 - Recommended 2021 Refined Alternate

Scan the QR code with your smartphone camera to visit the project website!



PROJECT BENEFITS



ELIMINATES TRAFFIC DELAY AND BACK UPS



RAILROAD GRADE SEPARATION



SUBSTANTIAL CRASH REDUCTION



IMPROVED MOBILITY, SAFETY, AND CONNECTIVITY



DEDICATED, CONTINUOUS PEDESTRIAN AND BICYCLE CONNECTIONS



SUPPORTS EXISTING AND FUTURE DEVELOPMENT



FISCALLY RESPONSIBLE SOLUTION

Ramsey Boulevard (CR 56) Interchange

- Remove existing traffic signal and replace with county road bridge over Hwy 10 and BNSF Railway
- Roundabout interchange
- North frontage road provides safer access to existing businesses
- Realignment of Ramsey Blvd minimizes bridge lengths required
- Multi-use trail connections on east and west side of grade separated county road and along frontage roads

North Frontage Road

- Maintains Oak Terrace Estates Community and all existing homes
- Removes driveways from high speed Hwy 10 traffic
- Continuous multi-use trail provided along the north side of the frontage road

Sunfish Lake Boulevard (CR 57) Interchange

- Remove existing traffic signal and replace with county road bridge over Hwy 10 and BNSF Railway
- Roundabout interchange
- Realignment of Sunfish Lk Blvd minimizes existing business acquisitions and bridge lengths required
- Multi-use trail connections on east and west side of grade separated county road and along frontage road

Mississippi West Regional Park

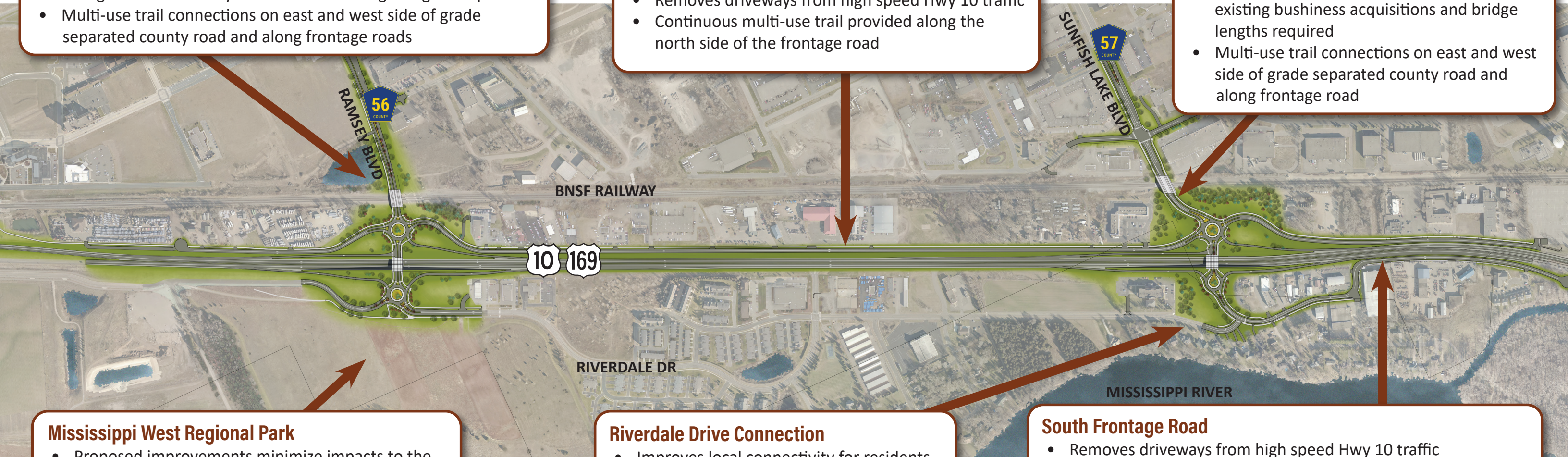
- Proposed improvements minimize impacts to the park to the extent possible
- Local and regional vehicle and non-motorized access to the park is greatly improved

Riverdale Drive Connection

- Improves local connectivity for residents
- Interchange ramps directly adjacent to Hwy 10 keep most entering and exiting regional hwy traffic off Riverdale Dr

South Frontage Road

- Removes driveways from high speed Hwy 10 traffic
- Roadway width and alignment accommodates large truck movements to and from businesses
- Sidewalk provided along the south side of the frontage road



Anoka County
MINNESOTA
Respectful, Innovative, Fiscally Responsible



Visit the project website for more information: AnokaCountyRamseyGateway.com

Ramsey Blvd

BEFORE



AFTER



Sunfish Lake Blvd

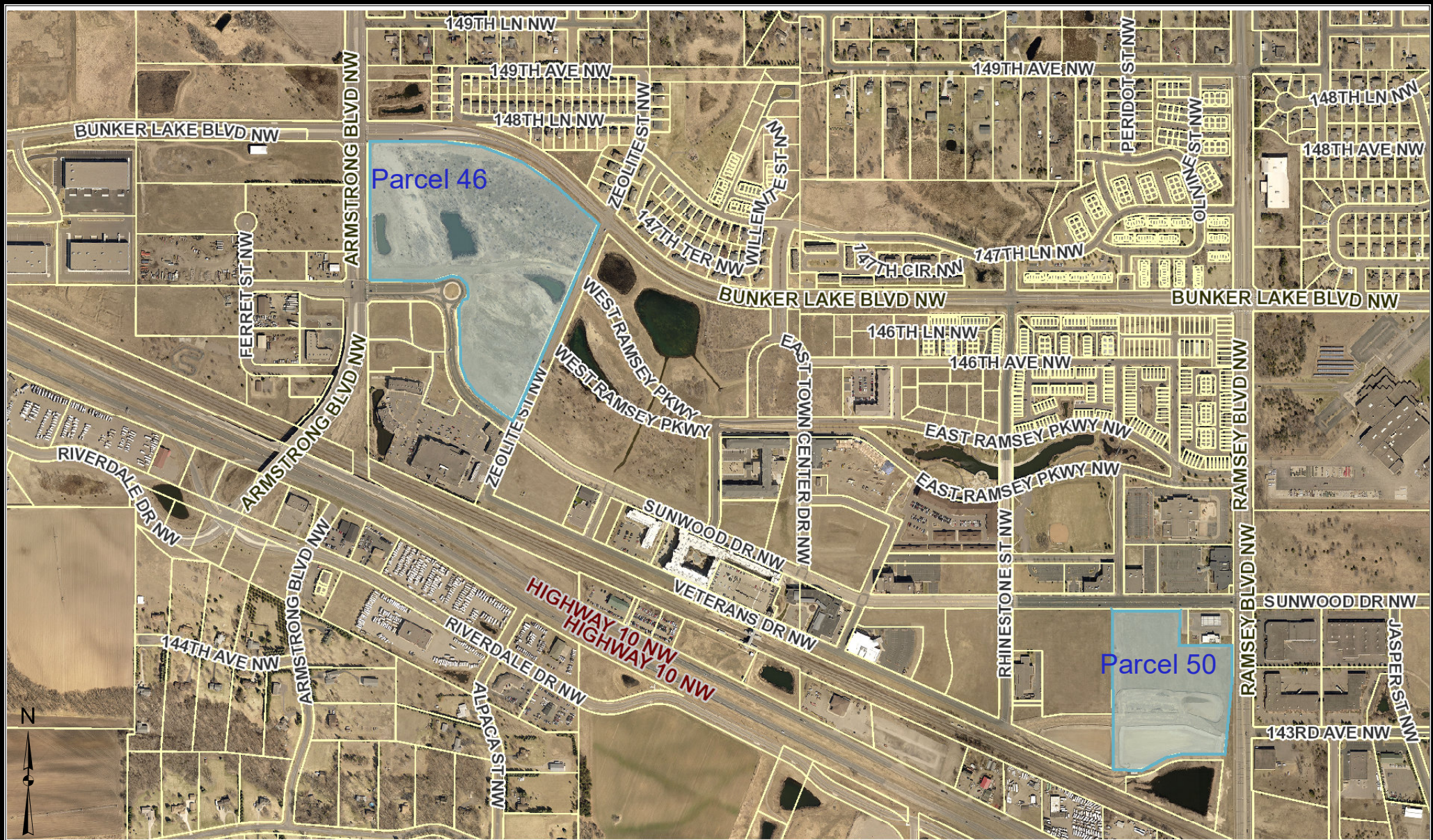
BEFORE



AFTER



Parcel 46 and Parcel 50 Site Map

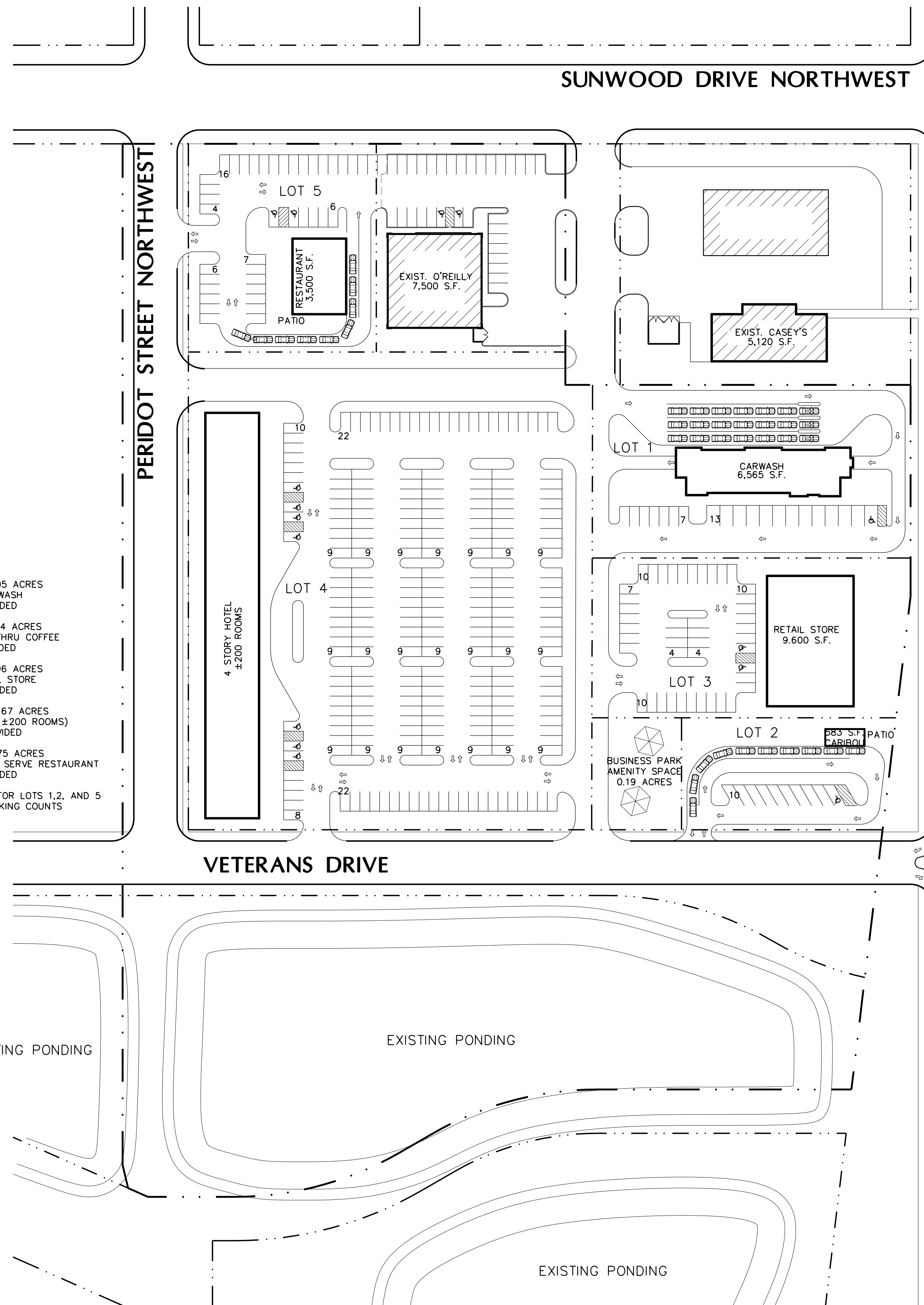


Parcel Information:

Approx. Acres:
Plat:
Commissioner:

Owner Information:



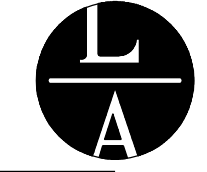


- SITE DATA**
ZONING - COR 3
- LOT 1
 LOT SIZE - 45,873 S.F. 1.05 ACRES
 BUILDING - ±6,565 S.F. CARWASH
 PARKING - 20 STALLS PROVIDED
 - LOT 2
 LOT SIZE - 19,371 S.F. 0.44 ACRES
 BUILDING - 583 S.F. DRIVE-THRU COFFEE
 PARKING - 10 STALLS PROVIDED
 - LOT 3
 LOT SIZE - 41,650 S.F. 0.96 ACRES
 BUILDING - 9,600 S.F. RETAIL STORE
 PARKING - 45 STALLS PROVIDED
 - LOT 4
 LOT SIZE - 159,863 S.F. 3.67 ACRES
 BUILDING - 4 STORY HOTEL (±200 ROOMS)
 PARKING - 251 STALLS PROVIDED
 - LOT 5
 LOT SIZE - 32,585 S.F. 0.75 ACRES
 BUILDING - 3,500 S.F. QUICK SERVE RESTAURANT
 PARKING - 39 STALLS PROVIDED
- * VARIANCE WILL BE REQUIRED FOR LOTS 1, 2, AND 5 FOR EXCEEDING MAXIMUM PARKING COUNTS

1 SITE PLAN
 A1 SCALE: 1" = 60'-0"



NOTE: SITE PLAN CREATED WITHOUT THE BENEFIT OF A RECENT LAND SURVEY OR ACCURATE BOUNDARY INFORMATION



LAMPERT ARCHITECTS

420 Summit Avenue
 St. Paul, MN 55102
 Phone: 763.755.1211 Fax: 763.757.2849
 lampert@lampert-arch.com

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

PRELIMINARY NOT FOR CONSTRUCTION

JAVA PROPERTIES

879 Scheffer Avenue
 St. Paul, MN 55102
 Phone: 952-403-9595

R A M S E Y
 BUSINESS CORNER
 Ramsey, Minnesota

Copyright 2021
 Leonard Lampert Architects Inc.

Project Designer: JAMES B

Drawn By: ALE

Checked By: LL

Revisions

8/30/21 PRELIMINARY

SITE PLAN

Sheet Number

A1

Project No. 210729-2

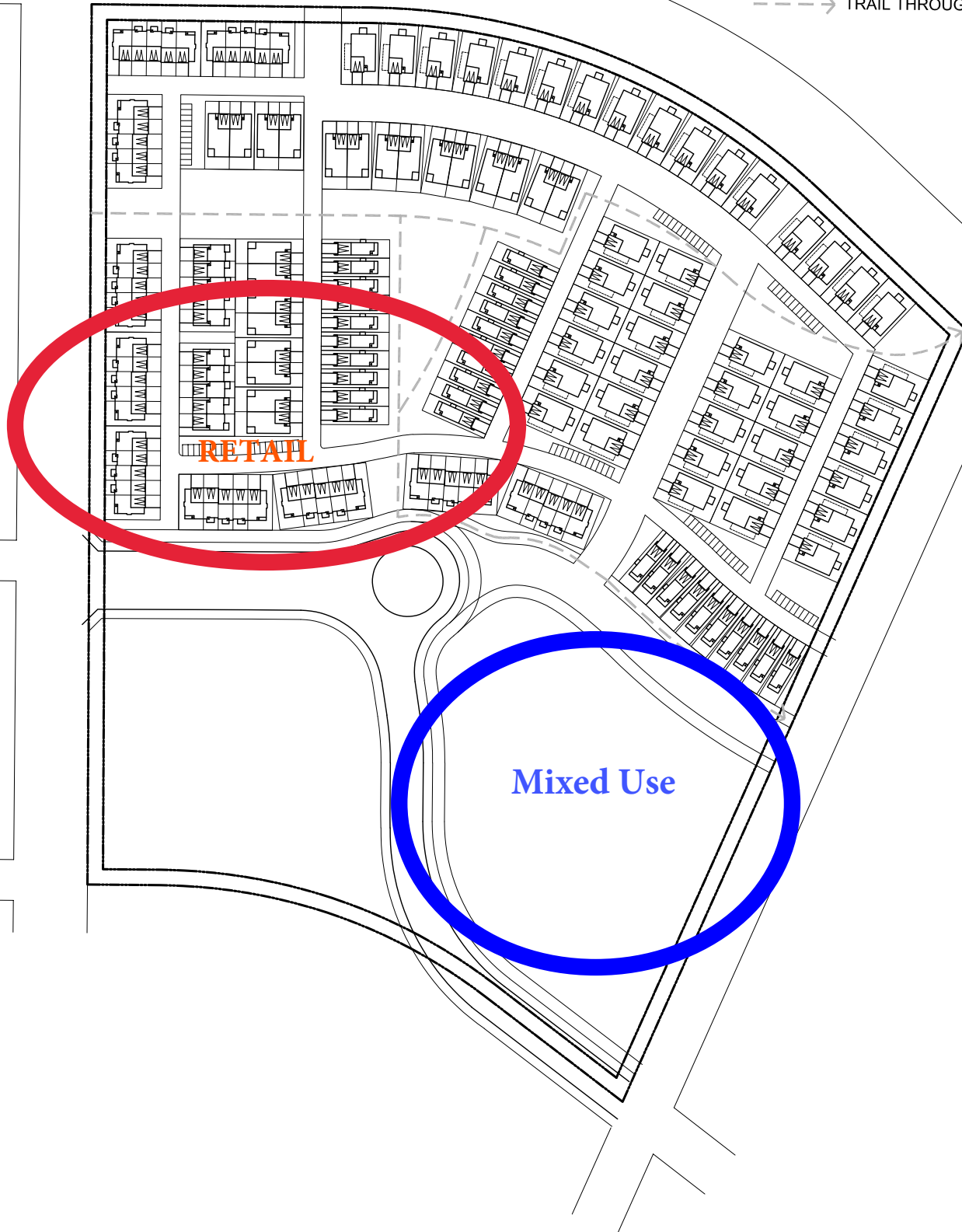
UNIT MIX

TOWNHOMES: 60 units
TWINS: 22 Units
SF COTTAGE: 30 Units
SF 50' PRODUCT: 44 Units
TOTAL: 156 UNITS

156 UNITS / 24.6 ACRES = 6.34 DU/ACRE

88 PARKING SPACES

---> TRAIL THROUGH PROPERTY



UNIT MIX

TWINS: 48 Units
SF COTTAGE: 86 Units
TOTAL: 134 UNITS

134 UNITS / 20.29 ACRES = 6.60 DU/ACRE

OFF-SITE PARKING: 68 SPACES
DRIVEWAY PARKING: 264 SPACES
GARAGE STALLS: 264 SPACES

---> TRAIL THROUGH PROPERTY



Ramsey

+ 16.4%

Change in
New Listings

- 11.8%

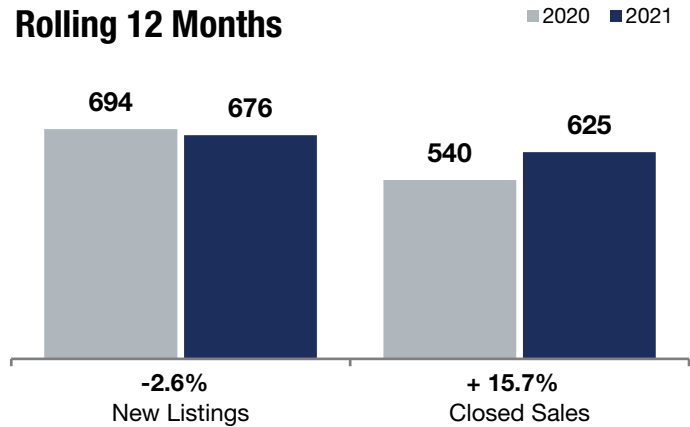
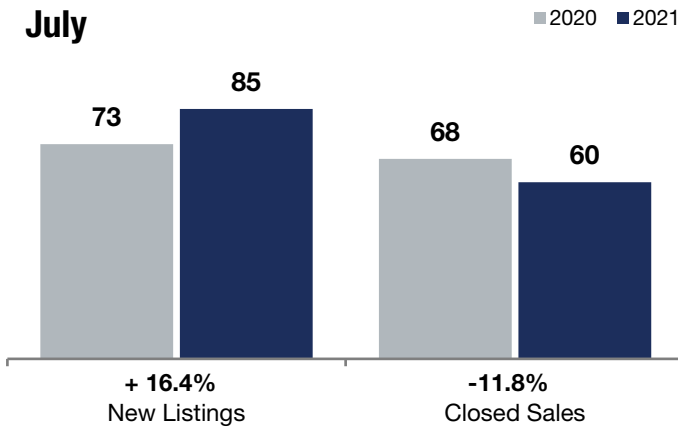
Change in
Closed Sales

+ 13.3%

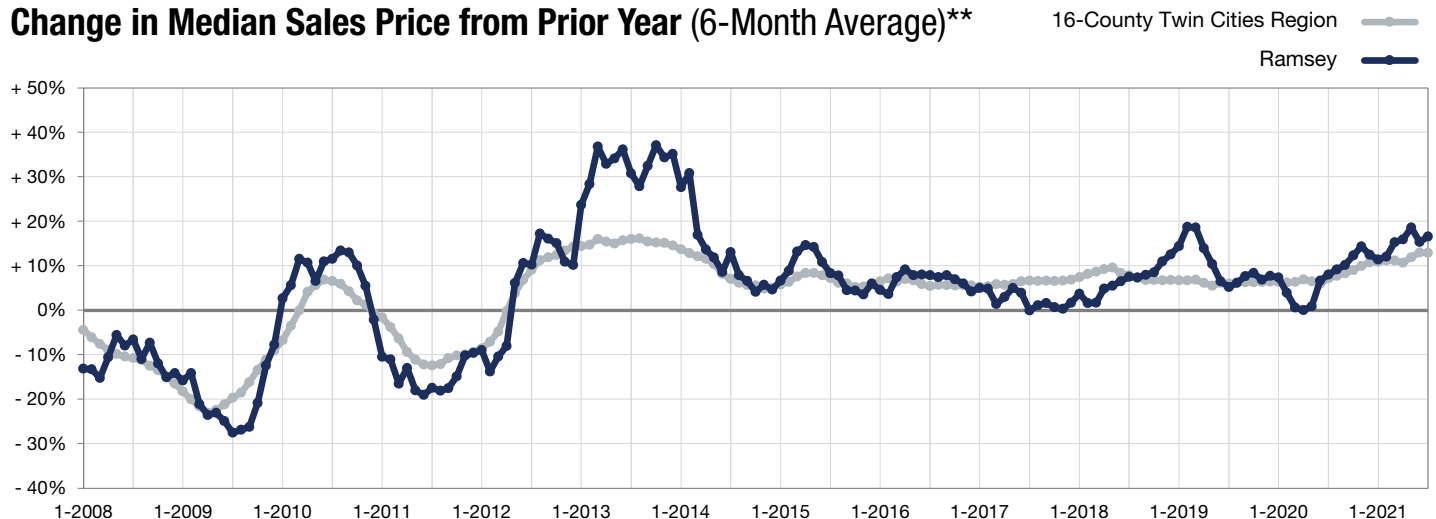
Change in
Median Sales Price

	July			Rolling 12 Months		
	2020	2021	+ / -	2020	2021	+ / -
New Listings	73	85	+ 16.4%	694	676	-2.6%
Closed Sales	68	60	-11.8%	540	625	+ 15.7%
Median Sales Price*	\$300,000	\$339,950	+ 13.3%	\$280,000	\$320,000	+ 14.3%
Average Sales Price*	\$309,367	\$337,143	+ 9.0%	\$294,797	\$329,867	+ 11.9%
Price Per Square Foot*	\$152	\$169	+ 10.8%	\$145	\$159	+ 9.7%
Percent of Original List Price Received*	100.0%	103.8%	+ 3.8%	99.2%	102.4%	+ 3.2%
Days on Market Until Sale	30	13	-56.7%	39	26	-33.3%
Inventory of Homes for Sale	84	57	-32.1%	--	--	--
Months Supply of Inventory	1.8	1.1	-38.9%	--	--	--

* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.



Change in Median Sales Price from Prior Year (6-Month Average)**



** Each dot represents the change in median sales price from the prior year using a 6-month weighted average. This means that each of the 6 months used in a dot are proportioned according to their share of sales during that period.

Local Market Update – July 2014

A RESEARCH TOOL PROVIDED BY THE MINNEAPOLIS AREA ASSOCIATION OF REALTORS®



MINNEAPOLIS AREA Association
of REALTORS®

Ramsey

+ 30.8%

Change in
New Listings

+ 10.4%

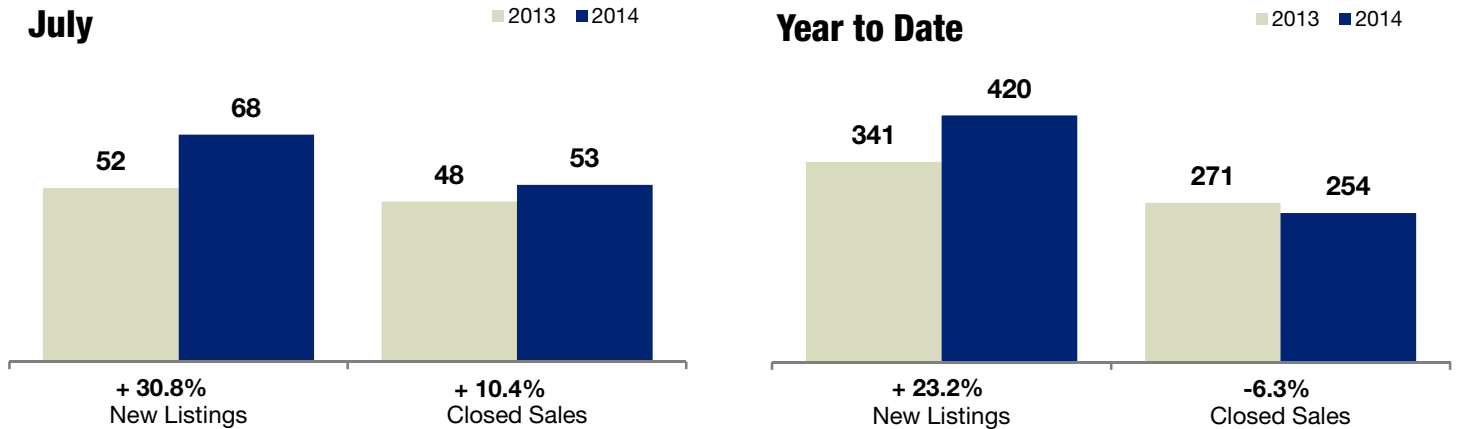
Change in
Closed Sales

+ 13.5%

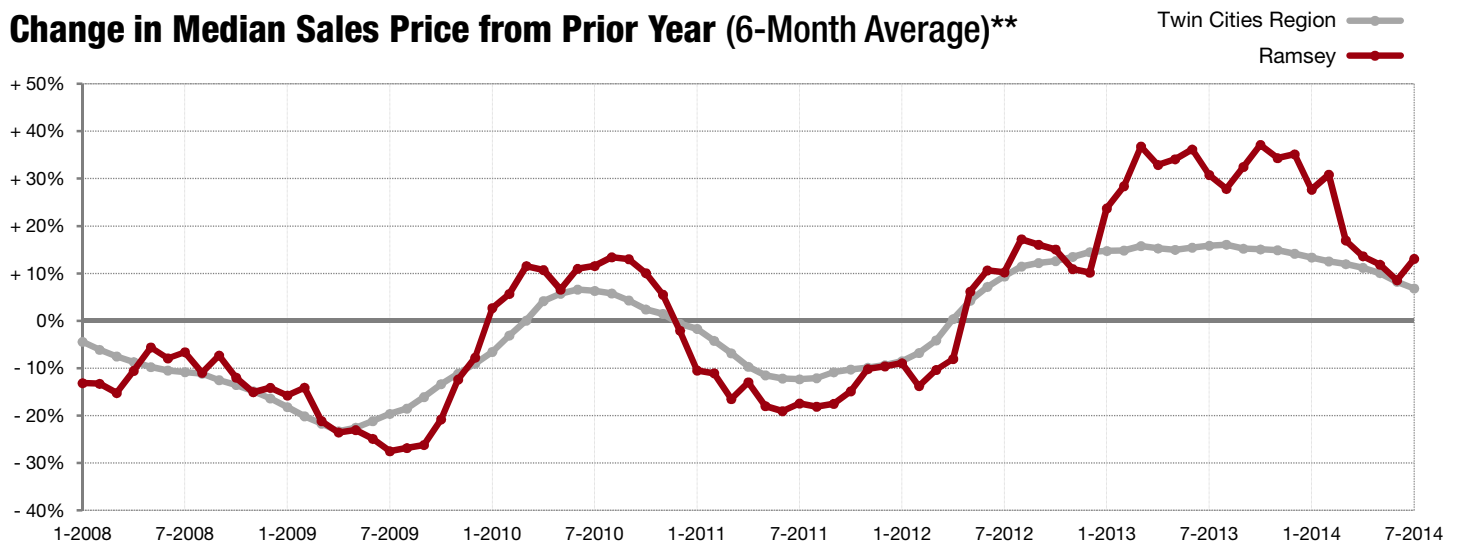
Change in
Median Sales Price

	July			Year to Date		
	2013	2014	+ / -	2013	2014	+ / -
New Listings	52	68	+ 30.8%	341	420	+ 23.2%
Closed Sales	48	53	+ 10.4%	271	254	-6.3%
Median Sales Price*	\$189,450	\$215,000	+ 13.5%	\$176,000	\$199,000	+ 13.1%
Average Sales Price*	\$195,691	\$201,573	+ 3.0%	\$191,155	\$201,521	+ 5.4%
Price Per Square Foot*	\$98	\$103	+ 5.2%	\$97	\$103	+ 6.2%
Percent of Original List Price Received*	99.1%	97.0%	-2.1%	97.8%	96.7%	-1.1%
Days on Market Until Sale	92	48	-47.8%	77	59	-23.4%
Inventory of Homes for Sale	125	147	+ 17.6%	--	--	--
Months Supply of Inventory	3.5	4.0	+ 14.3%	--	--	--

* Does not account for seller concessions. | Activity for one month can sometimes look extreme due to small sample size.



Change in Median Sales Price from Prior Year (6-Month Average)**



** Each dot represents the change in median sales price from the prior year using a 6-month weighted average. This means that each of the 6 months used in a dot are proportioned according to their share of sales during that period. | Current as of August 8, 2014. All data from NorthstarMLS. | Powered by 10K Research and Marketing.

STANDARD OUTDOOR SIGN LEASE

iDigital Outdoor, LLC
4302 13th Ave So, Suite 4375
Fargo, ND 58103

031621

SECTION I: AGREEMENT

Agreement of lease made this _____ day of _____ of 202____, by & between
_____ City of Ramsey _____ as Lessor, and iDigital Outdoor, LLC, as Lessee.

SECTION II: LOCATION OF SIGN STRUCTURE

Sign Address: _____ 7443 HWY 10 NW _____ City: _____ Ramsey _____ State: _____ MN _____ Zip: _____ 56701 _____

Property Identification Number (PIN): _____ 28-32-25-43-0002 _____

Legal Description: _____ Part of Lot 2 and 3, Auditors Subdivision No 34, County of Anoka, State of Minnesota _____

Addition Name: _____

Block: _____

Lot: _____

Subdivision: _____

Tax Parcel #: _____ 28-32-25-43-0002 _____

SECTION III: LESSOR/LESSEE INFORMATION

Lessor:	CITY OF RAMSEY	Lessee:	IDIGITAL OUTDOOR, LLC
Address:	7550 Sunwood Dr NW Ramsey, MN 55303	Address:	4302 13 th Ave So, Suite 4375 Fargo, ND 58103
Contact:	Kurtis G. Ulrich	Contact:	Josh Gilleland
Phone:		Phone:	701.369.6100
Email:	KUlrich@ci.ramsey.mn.us	Email:	josh@idigitaloutdoor.com

SECTION IV: LEASE TERM - RENTAL/ADVERTISING PAYMENTS

Term: This Lease is for an initial term of 35 years. The Lessee will have the option to renew this Lease for two additional ten year terms which will automatically renew unless notice is given by Lessor two months before the expiration of the Lease term.

Payment: Lessor will be paid monthly at a rate of 25 % of the gross monthly billing per month. Payments to Lessor will commence 60 days after the billboard goes live.

Special Condition(s): Lessee will raise advertising rates annually based upon prime and/or market conditions. Local Business Enterprises or "LBE" will have a special rate, called the "local rate". The local rate shall be 33% less than the standard rate card rates as published by iDigital annually. An LBE shall be defined as a business headquartered or which maintains a Substantial Local Office that performs the significant functions of the business in the City of Ramsey or a business of which at least 51% of the stock, equity, or beneficial interest is owned, held, or controlled and whose day-to-day management is under the control of an individual residing in the City of Ramsey. All businesses in the COR shall also carry an LBE designation. There is no formal certification process for LBE designation and it is determined and assigned based upon the criteria referenced in this definition. Lessee further agrees to give the City of Ramsey open inventory for free on Lessees other networks to advertise events and announcements. In light of Lessor's status as a governmental entity, Lessee agrees to prohibit political advertisements, meaning advertisements appealing for votes for or against a candidate or issue in any election campaign. Lessee further agrees to prohibit advertisement of adult use businesses or products sold or marketed by adult use businesses as such businesses are defined in Section 117-1 of the City Code.

SECTION V: CONSTRUCTION OF SIGNS

The Lessee will have the right to erect, place and maintain advertising sign structures and equipment at Lessee's own expense on the demised premises and post, paint, illuminate and maintain advertisements on such structures. All structures, equipment and materials placed upon the said premises by the Lessee shall always remain the personal property of, and may be removed by, the Lessee at any time prior to or within a reasonable time after the expiration of the term hereof or any extension thereof or as otherwise provided herein. Exhibit "B" will be attached hereto with the sign plans, specifications, renderings and placements. These and future sign changes that are significant in nature are subject to approval by the city of Ramsey. All signs, structures, equipment and materials shall comport with Federal, State and local law, including any City of Ramsey permit requirements.

SECTION VI: EASEMENT

Lessor hereby grants unto Lessee, its successors and assigns an easement over, upon and in the following described tract of property:
Legal Description: _____ Part of Lot 2 and 3, Auditors Subdivision No 34, County of Anoka, State of Minnesota _____
Addition Name: _____
Block: _____
Lot: _____
Subdivision: _____
Tax Parcel #: _____ 28-32-25-43-0002 _____

The purpose is constructing, operating and maintaining, repairing its advertising sign structures and equipment, together with the customary utilities including, but not limited to, the electrical utilities described in Section VII below. The easement area is pictorially represented on the attached Exhibit "A." Lessor, it's successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with the advertising structures and equipment, including utilities, over and upon the above described premises and Lessor expressly warrants and states no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the above described premises so as to interfere in any manner with the construction, operation, maintenance or repair of said advertising sign, structures and equipment including utilities or customary appurtenances provided that Lessee, at its own expense, shall refill any excavation it makes, and level the ground thereafter,

leaving the easement area in as good condition as it was prior to the time of constructing said advertising structure and equipment and customary appurtenances has begun. Lessee further maintains the right to remove brush, trees or obstructions impairing the full view of the sign(s).

SECTION VII: ACCESS, ELECTRIC POWER, INSURANCE, MAINTENANCE

Lessor guarantees to lessee free access to and use of any part of any ground or structure on said premises as may be necessary for Lessee to hang scaffolds, or construct, post, paint, illuminate, repair or remove its advertisements and structures. Lessee may equip the signs with electric wires and other equipment necessary or incidental to operation and maintenance of the sign and lessor agrees to grant to lessee such easements and other rights of access and use as are reasonably necessary to install and repair any such electrical wires or equipment provided that such wires and equipment shall not interfere with lessors quiet enjoyment of the demised premise. Lessee shall supply and pay the charges for all electric power for the sign. Lessee will cover all maintenance costs of the digital billboard and will cover this sign location under its existing general liability and property damage insurance policy.

SECTION VIII: LESSEE'S OPTION TO TERMINATE

If at any time (a) the signs or structures of the lessee on the demised premises shall be or become entirely or partially obscured or destroyed; or (b) the said premises shall be or become unsafe for the maintenance of the lessee structures thereon, or unable to support such structures; or (c) the value of said location for advertising purposes shall be or become diminished; or (d) there be a permanent diversion of traffic from the street or streets adjacent to, or leading to or past, the said premises, or a change in the direction of traffic on such street or streets; or (e) the lessee be unable to obtain from authorities having jurisdiction any necessary permit for the erection or maintenance of such sign or signs (of special or standard size, design and construction) as the lessee may desire to construct or maintain for the purpose of its business; or (f) the lessee be prevented by any present or future law or ordinance, or by the authorities having jurisdiction, from construction or maintaining on said premise such signs (of special or standard size, design and construction), as the lessee may so desire to construct, use or maintain them and in such event, at the option of the lessee, this lease shall terminate on fifteen (15) days' notice in writing to the lessor, by registered mail addressed to him at his address shown below, or such other addresses as the lessor may here after in writing specify. If for any reason prior to the renewal date of this contract the lease is terminated outside the forces of the lessee, or if at the end of the term of this lease the lessee does not renew, the lessee shall remove the structure, concrete, footings or pads and repair the grounds to their original condition, unless otherwise directed in writing by Lessor. Upon the end of or termination of this lease, lessee shall have 60 days to remove any structure, signage, concrete, footings or pads during the months of May through October and 90 days after October 30 to remove during the months of November through April due to cold weather conditions.

SECTION IX: CONTRACT

Payments for this contract shall commence 60 days after the date that the digital billboard is live. This Contract shall be construed and enforced in accordance with the laws of the state of Minnesota without regard to principles of conflicts of laws. The parties agree that jurisdiction; rule of law, venue and the interpretation of this lease agreement shall be pursuant to the state of Minnesota. Shall any disputes arise, it is agreed that the state of Minnesota shall hold jurisdictional governing law and any actions taken will be done so through the Minnesota judicial system.

SECTION X: LESSOR'S WARRANTIES

The lessor represents and warrants that Kurtis G. Ulrich (Lessor Representative) the City Administrator (Title of Representative) of the premises above described and has authority to make this lease and covenants. Lessor also warrants that he will not permit any adjoining premises, owned, or controlled by Lessor, to be used for advertising purposes or permit lessee's signs to be obstructed.

SECTION XI: OBLIGATION; BINDING ON SUCCESSORS

It is expressly understood that neither the lessor nor the lessee is bound by any stipulations, representations, or agreements not printed or written in the lease. This lease shall inure to the benefit of and be binding upon the personal representative, successors and assigns of the parties hereto.

SECTION XII: LESSEE'S RIGHT TO ASSIGN

Lessee hereby reserves the right, and said right, is granted to lessee to sell, assign and set over all of the lessee's rights, title and interest in this lease to any financially responsible assignee upon the express and written assumption by the assignee of all the obligations of the lessee herein named and upon such assumption, lessee shall be fully discharged from any and all obligations under this instrument.

SECTION XIII: MEMORANDUM OF LEASE

The parties agree to execute a Memorandum of Lease setting forth basic terms of the lease in order to give notice of record of the existence of the lease. The Memorandum of Lease will not contain the financial terms of the lease. Both parties agree to execute the Memorandum of Lease which will be recorded by lessee. Lessor agrees not to record the outdoor sign lease.

SECTION XIV: CONTINGENCY

This contract is contingent upon permit approval from city, state and any other governing body that may regulate signage, digital signage, or billboard signage. This contract and any memorandums will be deemed null and void in the event a permit is not granted by any of the aforementioned permitting authorities.

SECTION XV: EXCLUSIVITY

Lessee and its successors and assigns shall have the exclusive right to install and operate any advertising or billboard sign upon the Property consistent with local, State and Federal law. Lessor shall not allow or permit any other advertising sign, billboard sign or other sign upon the Property, except for the existing signage or on-premise signage for any subsequent tenant or occupant operating upon the Property. Any new signage will not encumber or obstruct the Lessee's billboard sign. Lessee and its successors and assigns shall have the right to enforce by any proceeding at law or in equity the exclusivity restriction imposed by this Lease.

SECTION XVI:**SIGNATURE****Lessee:**

Legal Name: IDIGITAL OUTDOOR, LLC	Authorized Signature:
---	------------------------------

Printed Name/Title:	Date:
----------------------------	--------------

STATE OF _____)
) ss.
 COUNTY OF _____)

On this _____ day of _____, 20____ before me, the undersigned, a Notary Public within and for said county and state, personally appeared _____, known to me to be the _____ of iDigital Outdoor, LLC, the limited liability company that is described in and that executed the within and foregoing instrument and acknowledged to me that such corporation executed the same.

(Seal)		
	Notary Public Signature:	
	Commission	
Expires:		

Lessor:

Legal Name: City of Ramsey	Authorized Signature:
--------------------------------------	------------------------------

Printed Name/Title: Kurtis G. Ulrich / City Administrator	Date:
---	--------------

STATE OF _____)
) ss.
 COUNTY OF _____)

On this _____ day of _____, 20____ before me, the undersigned, a Notary Public within and for said county and state, personally appeared _____ known to me to be person who is described in and who executed the within instrument and acknowledged to me that said person executed the same.

(Seal)		
	Notary Public Signature:	
	Commission	
Expires:		

Authorizing Agent: (If Applicable)

Legal Name: City of Ramsey	Authorized Signature:
--------------------------------------	------------------------------

Printed Name/Title: Mark E. Kuzma / Mayor	Date:
---	--------------

STATE OF _____)
) ss.
 COUNTY OF _____)

On this _____ day of _____, 20____ before me, the undersigned, a Notary Public within and for said county and state, personally appeared _____ known to me to be person who is described in and who executed the within instrument and acknowledged to me that said person executed the same.

(Seal)		
	Notary Public Signature:	
	Commission	
Expires:		

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

RESOLUTION #21-131

RESOLUTION APPROVING SELECTION OF DYNAMIC DISPLAY BILLBOARD VENDOR FOR RETAIL ADVERTISING ON HWY 10 NEAR THE COR

WHEREAS, The City of Ramsey EDA and City Council directed Staff to explore interest in a private owned and operated digital billboard on Hwy 10 to assist Ramsey businesses in advertising opportunities; and

WHEREAS, the City of Ramsey sent out an RFI to iDigital Outdoor, Clear Channel Outdoor, Lamar Outdoor Advertising and Blue Ox Media (the “Vendors”; and

WHEREAS, iDigital Outdoor, Clear Channel Outdoor and Lamar Outdoor Advertising completed the RFI and submitted it to the City; and

WHEREAS, the Ramsey EDA reviewed the Vendors RFI submittals on April 8, 2021 and recommend to City Council to further investigate and approve the concept of a digital billboard on Highway 10 with the EDA preference for vendor as iDigital Outdoor.

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

- 1) That the City Council select iDigital Outdoor as the vendor to work with for a Dynamic Display Billboard project on Hwy 10
- 2) Direct Staff to begin negotiation of a ground lease on 7443 Hwy 10 NW, or another City preferred location, and to work on an ordinance amendment for Digital Billboards and to bring back to the City Council for further review.

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

Mayor Kuzma
Councilmember Specht
Councilmember Howell
Councilmember Heineman
Councilmember Musgrove
Councilmember Riley

and the following voted against the same:

Councilmember Woestehoff

and the following abstained:

None

and the following were absent:

None

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 11th day of May, 2021.



Mayor

ATTEST:



City Clerk

DIVISION 8. SIGNS

Sec. XXX-XXX. Off-Premises Digital Billboard Signs

(a) *Findings, purpose, and intent.* The city council finds it necessary for the promotion and preservation of the health, safety, welfare, and aesthetics of the community that the construction, location, size, conspicuity, brightness, legibility, operational characteristics, and maintenance of off-premises digital billboard signs be controlled. Off-premises digital billboard signs have a direct and substantial impact on traffic safety, pedestrian safety, community aesthetics and property values. The city council recognizes that signs provide a guide to the physical environment and as such serve an important function in the community and economy. With respect to off-premises digital billboard signs, the city council finds that they are highly visible from long distances and at very wide viewing angles both day and night and are designed to catch the eye of persons in their vicinity and hold it for extended periods of time. If left uncontrolled, off-premises digital billboard signs, including video display signs, constitute a serious traffic safety threat. The city council intends by this subsection to establish a legal framework for off-premises digital billboard sign regulation in the city. The regulations promulgated in this subsection are intended to facilitate an easy and agreeable communication between people while protecting and promoting the public health, safety, welfare and aesthetics of the community. It is not the purpose or intent of this subsection to prefer or favor commercial messages or speech over noncommercial messages or speech or to discriminate between types of noncommercial speech or the viewpoints represented therein. Rather, the purpose of the off-premises digital billboard sign regulations promulgated in this subsection is:

- (1) To eliminate potential hazards to motorists and pedestrians using the public streets, sidewalks, and rights of way;
- (2) To safeguard and enhance property values;
- (3) To control nuisances;
- (4) To preserve and improve the appearance of the city through adherence to aesthetic principles, in order to create a community that is attractive to residents and to nonresidents who come to live, visit, work, or trade;
- (5) To eliminate excessive and confusing sign displays;
- (6) To encourage signs which by their design are integrated with and harmonious to the surrounding environment and the buildings and sites they occupy;
- (7) To maintain the character of the mainstreet core downtown but allow local businesses the opportunity to reach a wider audience by advertising along Highway 10 and
- (7) To promote the public health, safety, and general welfare.

(b) *Location of off-premises digital billboard signs.* Notwithstanding anything to the contrary contained within this Code, off-premises digital billboard signs may be located only within the off-premises digital billboard sign overlay district. Off-premises digital billboard signs are prohibited in all zoning districts of the city other than the off-premises digital billboard sign overlay district. Off-premises digital billboard signs located in the off-premises digital billboard sign overlay district must comply with all Code requirements for permitted off-premises digital billboard signs.

(1) *Permitted districts.* The off-premises digital billboard sign overlay district shall commence along Highway 10 within two hundred fifty feet (250') of the Highway 10 centerline within the Ramsey city limits. Off-premises digital billboard signs are not allowed in any residential zoning district.

(2) *Number of off-premises digital billboard signs.* A total of three off-premises digital billboard signs shall be permitted within the entirety of the off-premises digital billboard sign overlay district.

(3) *Separation distance between off-premises digital billboard signs.* Off-premises digital billboard signs shall have a separation distance of 2 miles between each site in which they are located.

(4) *Site restrictions.* Off-premises digital billboard signs shall not be placed upon any property upon which a building already exists.

(5) *Size.* Off-premises digital billboard signs shall not exceed 700 square feet in surface area per sign surface.

(6) *Number of surfaces.* Off-premises digital billboard signs shall not contain more than two sign surfaces. Said sign surfaces shall face in opposite directions with an interior angle not to exceed 45 degrees.

(7) *Height.* Off-premises digital billboard signs shall not exceed 50 feet in height as measured from the established grade of the site upon which the off-premises signs and digital billboards is located.

(c) *Off-premises digital billboard sign overlay district performance standards:* The off-premises digital billboard sign overlay district is hereby established as a separate zoning district within the city. Within the off-premises digital billboard sign overlay district, off-premises digital billboard signs are permitted subject to the following conditions:

(1) No off-premises digital billboard signs shall be erected that, by reason of position, shape, movement, or color, interferes with the proper functioning of a traffic signal or which constitutes a traffic hazard.

(2) Off-premises digital billboard signs shall meet all required principal structure setbacks of the underlying zoning district.

(3) Off-premises digital billboard signs must have an architecturally enhanced base.

(4) Off-premises digital billboard signs must have minimum display duration of eight seconds. Such display shall contain static messages only; change from one static message to another shall be instantaneous without any special effects, through dissolve or fade transitions, or with the use of another subtle transition technique that does not have the appearance of moving text or images.

(5) Off-premises digital billboard signs must be rectangular in shape and all messages must be contained within the off-premises digital billboard frame.

(6) All off-premises digital billboard signs shall have ambient light monitors installed as part of the off-premises digital billboard sign and shall, at all times, allow such monitors to automatically adjust the brightness level of the electronic sign based on light conditions.

(7) Off-premises digital billboard signs shall meet the following brightness standards:

a. Off-premises digital billboard signs shall not exceed 7,500 nits (candelas per square meter) between the hours of civil sunrise and civil sunset and shall not exceed 500 nits (candelas per square meter) between the hours of civil sunset and civil sunrise as measured from the face of the sign. The light level shall not exceed 0.3-foot candles above ambient light as measured from a pre-set distance depending on sign size. Measuring distance shall be determined using the following equation: the square root of the message center sign area multiplied by 100. Example: 12 square foot sign $\sqrt{(12 \times 100)} = 34.6$ feet measuring distance.

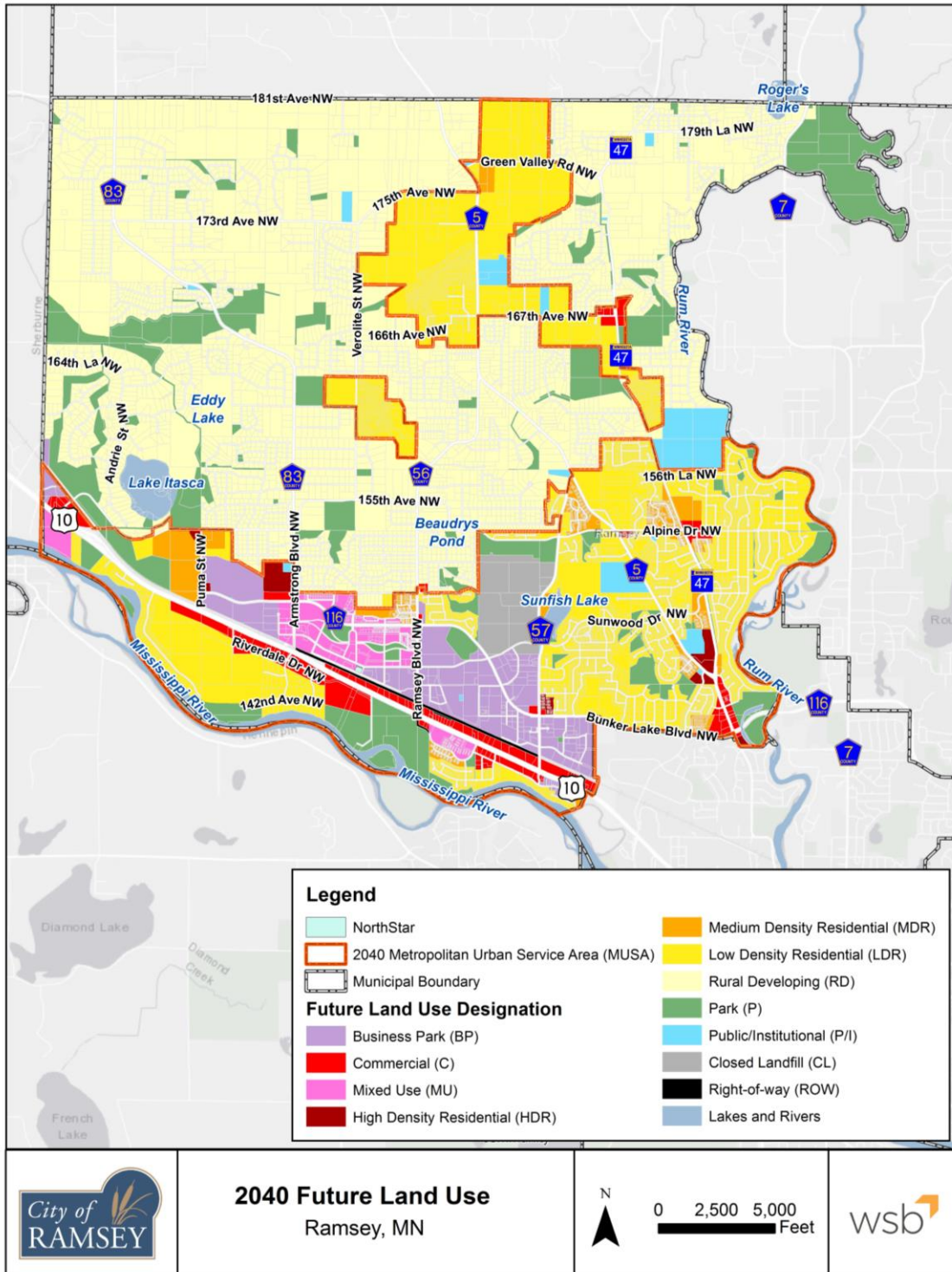
(8) Off-premises digital billboard signs shall have a fully functional monitoring off switch system that shuts the dynamic display off-premises sign off when the display deteriorates, in any fashion, five percent or greater until the dynamic display sign has been repaired to its fully functional factory specifications.

(9) Off-premises billboard signs must be part of the state of Minnesota's public safety alert system.

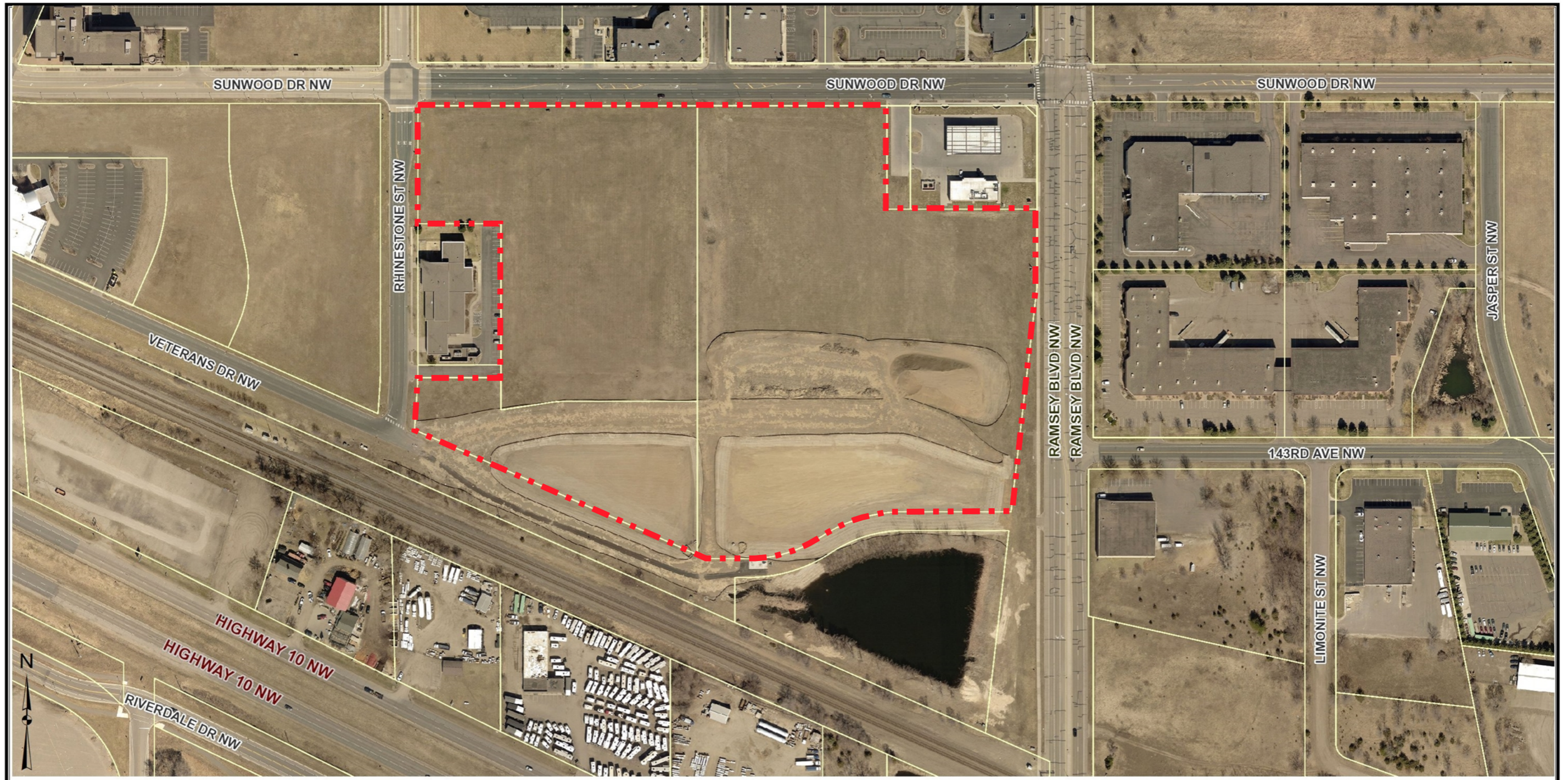
(10) Applicants for an off-premises digital billboard signs permit shall enter into an agreement with the city to provide the city no less than 20 hours (provided in 9,000 eight-second spots) per month per dynamic display off-premises sign face in the city for community and public service messages at such times as shall be reasonably determined by the city. This agreement must be approved by the city council before a permit for the construction or conversion of an off-premises signs and digital billboard may be issued by the building official.

Future Land Uses

Figure 4: Future Land Use Map

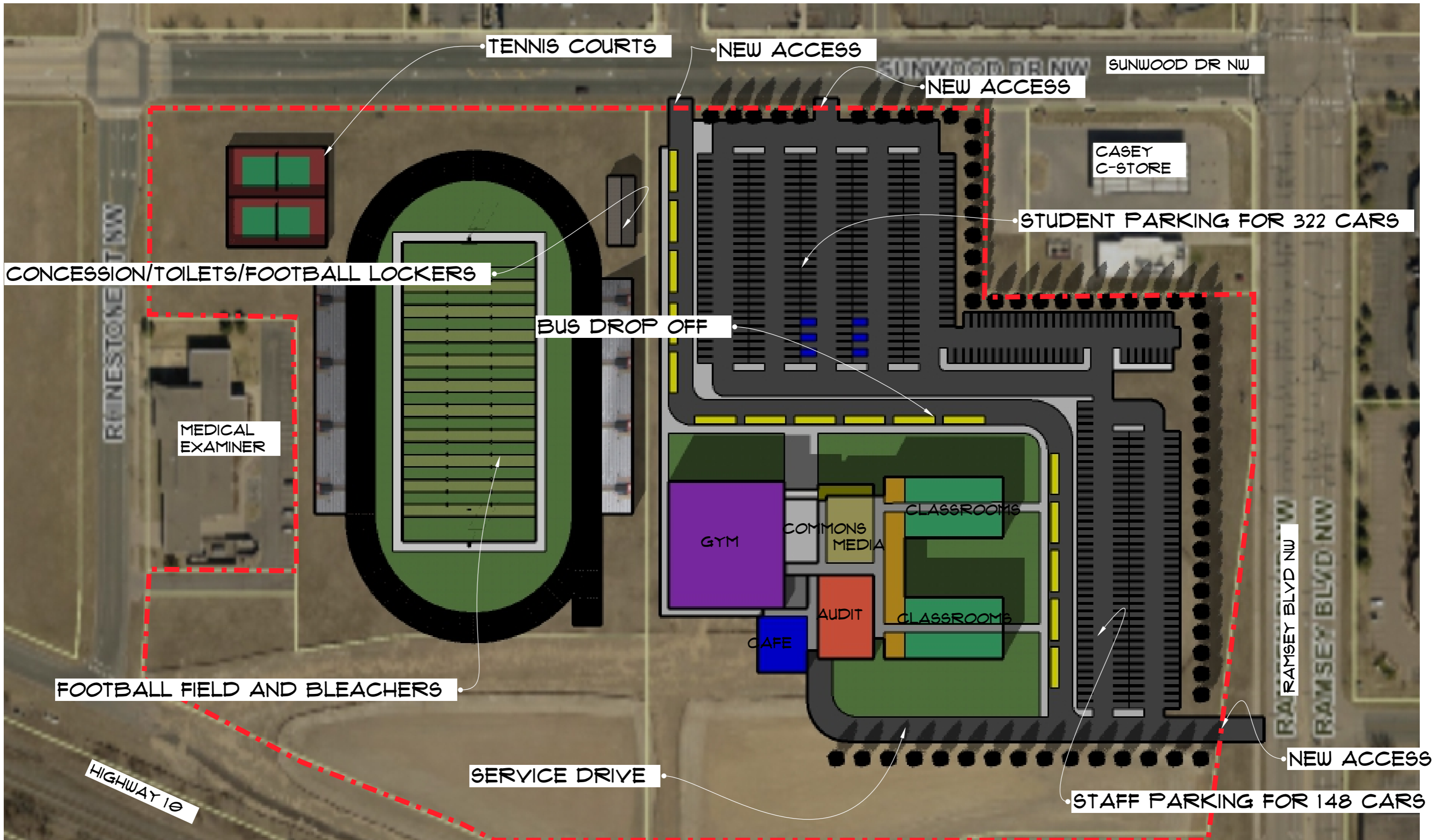


PACT School site option 1



DESIGN FRAMEWORK STANDARDS FOR THE COR 3A DISTRICT

- * 60% OF THE STREET FRONTAGE TO BE BUILDING FACADE
- * ALL PARKING NEEDS TO BE SCREENED BY FENCING OR LANDSCAPING
- * EXTENSIVE AMOUNTS OF SIDEWALKS TO PROMOTE PEDESTRIAN ACTIVITY
- * STORMWATER RETENTION PONDS NEED TO BE DESIGNED AS A HIGHLIGHTED LANDSCAPE FEATURE
- * PARKING LOT LOCATION SHOULD BE LOCATED AT SIDE OR REAR OF BUILDING IF POSSIBLE NO MORE THAN 50% IN FRONT
- * USE HIGH QUALITY MATERIALS (MASONRY)
- * MAXIMIZE GLAZING ON THE FRONT SIDE OF THE BUILDING
- * THE FRONT OF THE BUILDING NEEDS TO BE PLACED ON THE PROPERTY LINE WITH NO SETBACK

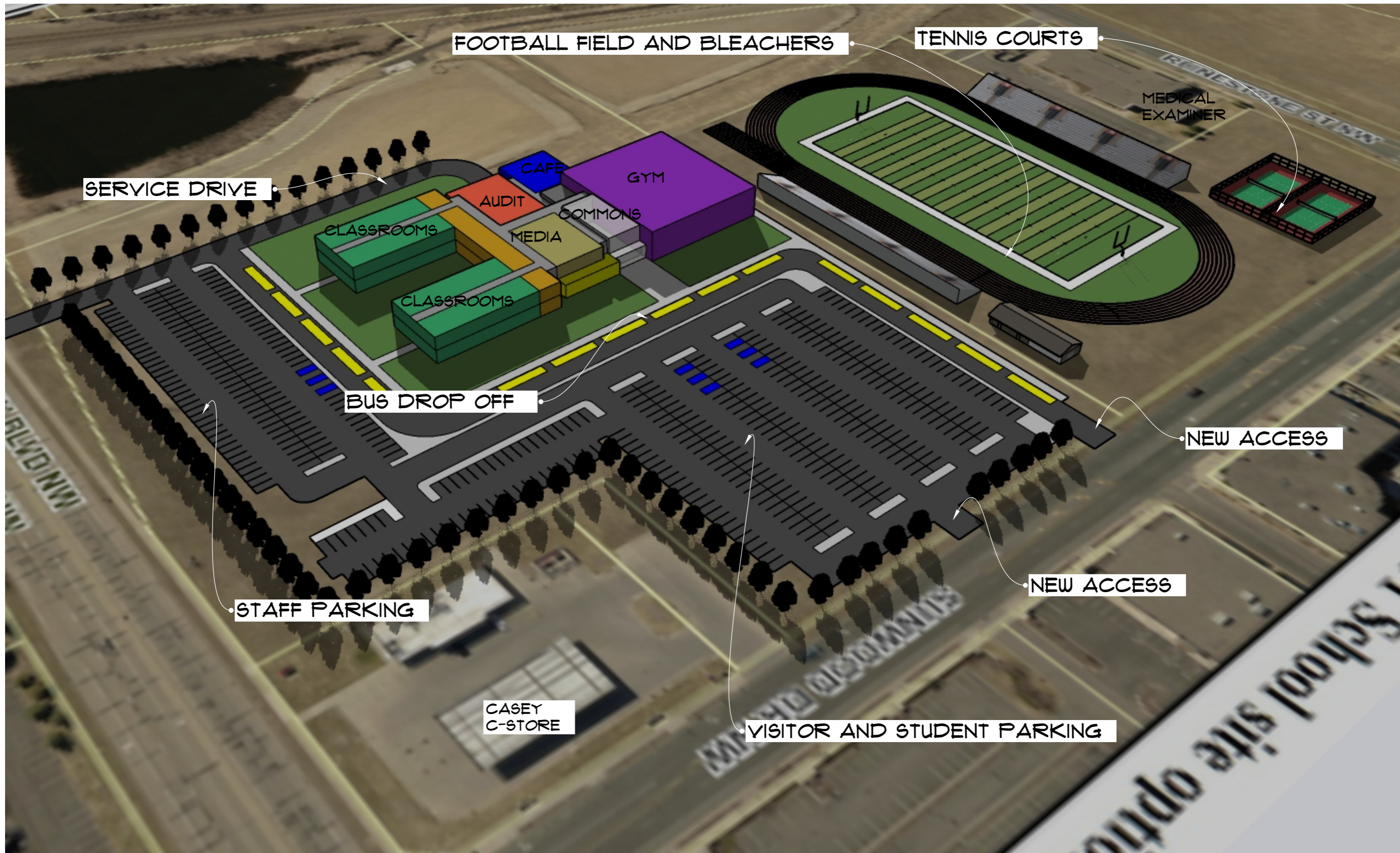


PACT MIDDLE/HIGH SCHOOL, RAMSEY, MN

TOTAL BUILDING AREA 110,000 SF
 TOTAL PARKING 470 STALLS

Site option 1

9/16/2021



PACT MIDDLE/HIGH SCHOOL, RAMSEY, MN

Site option 1