

City of Ramsey
Agenda
City Council Work Session
Tuesday, February 13, 2024

5:30 pm

Lake Itasca Room, 7550 Sunwood Drive NW

Remote Attendance available at www.cityoframsey.com/meetings.

Those joining remotely and requesting to speak are asked to use a webcam when speaking.

1. Call to Order

2. Topics for Discussion

1. Review Oak Terrace Land Sale and Development Plan
2. Adult Use and Lower-potency Hemp Edible Moratorium Discussion

3. Topics for Future Discussion

1. Review Future Topics/Calendar

4. Mayor/Council/Staff Input

5. Adjournment*

***Note: the City Council may motion to recess this Work Session meeting and reconvene after the regular City Council meeting if items on the agenda are not completed.**

CC Work Session**Meeting Date:** 02/13/2024**Primary Strategic Plan Initiative:** Create a positive image for residential neighborhoods, business districts and key corridors.**Information****Title:**

Review Oak Terrace Land Sale and Development Plan

Purpose/Background:

Staff has been working with City Attorney Knaak and Jonathan Septer, the Oak Terrace Attorney, for the past two years to bring resolution to a property line dispute between the City and Oak Terrace. City Staff has also been working with the ownership of the park to work through building related and code enforcement related items not related to the property line dispute. Progress has been made in this area. This action dates back to City Attorney Langel and his position, which has been affirmed by Attorney Knaak, that Oak Terrace is trespassing and does not have any adverse possession rights over public land. Staff previously discussed two options with the Council relating to the sale of city property to Oak Terrace. Option 1 would be to sell 12,265.7 square feet, which would bring the property into compliance (removing the encroachment) with the property line dispute and square off the lot with the adjacent parcel. Option 2 would be to sell 4520.3 square feet, which would only solve the property line dispute but would create an odd remnant that likely would lead to future encroachment by the park and its tenants. Entering into an encroachment agreement, rather than a sale, to bring the property into compliance was also discussed, but it was not the preferred action based on the required monitoring and the likelihood that the park would spill over past the new area encumbered by an encroachment agreement. Staff has obtained an appraisal for both Option 1 and Option 2. Staff prefers Option 1.

Oak Terrace prefers Option 1 which would square off the lot, and they are willing to pay the appraisal amount of \$41,100 plus legal costs. As part of this purchase agreement / dispute settlement, Oak Terrace is asking to add six additional homes onsite to help recoup the cost of the expense of the land acquisition. It also gives them an opportunity to rearrange a few homes over city services, and to pave more area for parking. Planning and engineering have reviewed the proposed site plan and home locations and are satisfied with the layout. Additional easements may be obtained to ensure that City infrastructure is accessible. Staff believes the squaring off the lot prevents future issues and makes the land to the west more marketable without a small flag remnant and is supportive of the proposed purchase agreement. It should also be noted that because this action is considered a dispute settlement, there is an allowance of the expansion of a legal non-conforming (six more homes) use that has been confirmed by City Attorney Knaak.

If the City Council determines that it would like to recommend Option 1 or 2, the Purchase Agreement would need to be sent to the Met Council (RALF Division) for review. If the purchase agreement is deemed acceptable, Staff would bring it back to the City Council for approval at a later date.

Timeframe:

1 to 2 months

Funding Source:

All proceed from the sale of property would be returned to the RALF program; the City will not receive any revenue. Legal costs are being placed on the Buyer.

Responsible Party(ies):

Economic Development Manager Sullivan
City Attorney Knaak
City Administrar Hagen

Outcome:

Sell land to Oak Terrace (Option 1 or Option 2)

or

Direct Staff to negotiate an encroachment agreement and bring back for City Council consideration

or

Go to court and obtain an unlawful detainer and likely have a subsequent court case centered around adverse possession and encroachment (trespass

or

Something else

Attachments

Site Location Map
DRAFT Purchase Agreement
Appraisal
New Site Plan 6 New Homes
2021 WS Case and Minutes

Form Review

Inbox

Brian Hagen

Form Started By: Sean Sullivan

Final Approval Date: 02/08/2024

Reviewed By

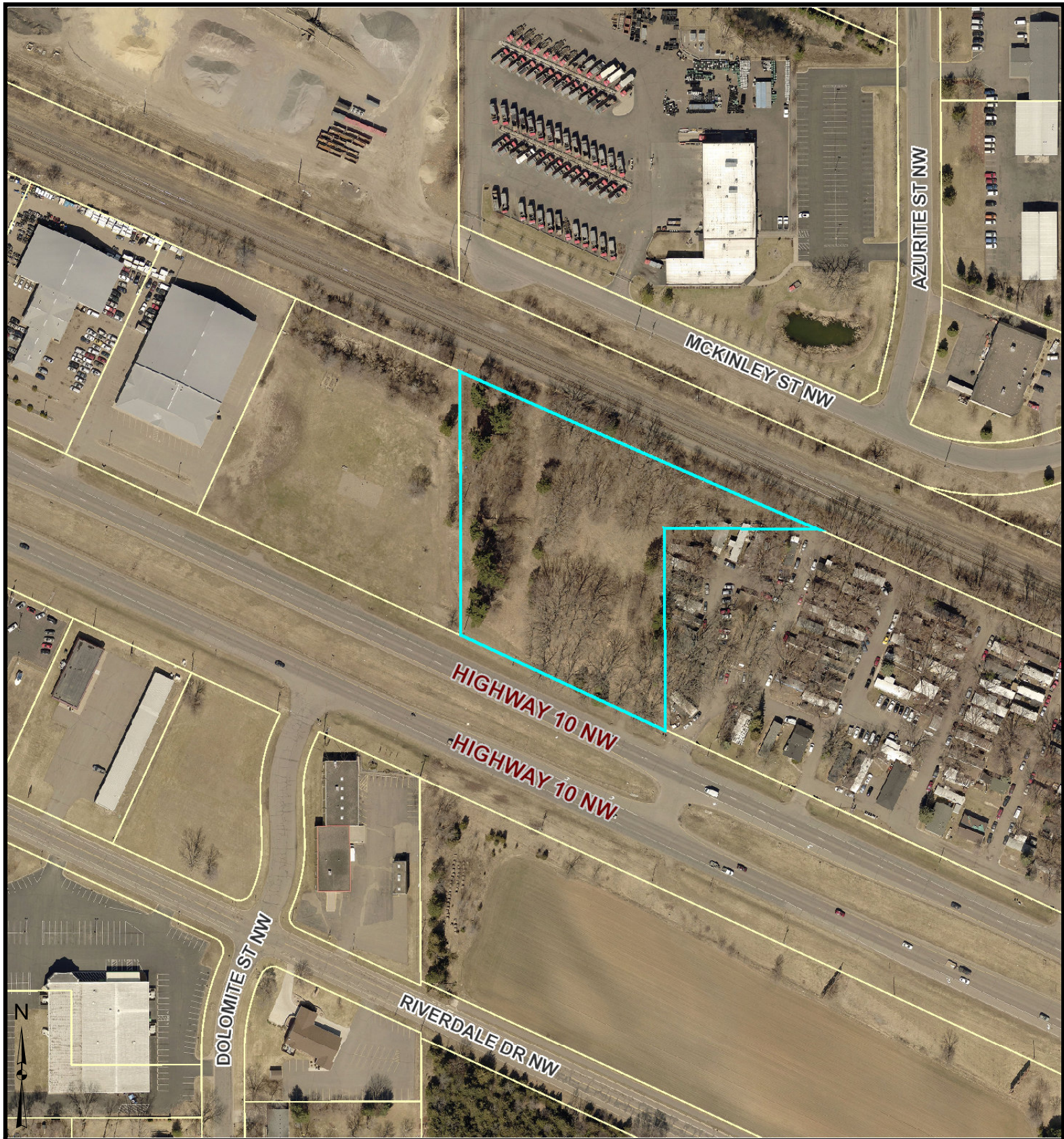
Brian Hagen

Date

02/08/2024 01:34 PM

Started On: 02/01/2024 07:29 PM

Site Location Map 34-32-25-12-0013



Parcel Information:

34-32-25-12-0013
 6549 HIGHWAY 10 NW
 RAMSEY
 MN 55303
 Plat: AUD SUB NO 30

Approx. Acres: 3.23
 Commissioner: MATT LOOK

Owner Information:

City of Ramsey
 7550 Sunwood Drive NW
 Ramsey
 Minnesota
 55303



Sean Sullivan

1:2,400

Date: 7/22/2021

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search, appraisal, survey, or for zoning verification.

VACANT LAND PURCHASE AGREEMENT

THIS VACANT LAND PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of February _____, 2024 (the “Effective Date”), by and between the City of Ramsey, a Minnesota municipal corporation (the “Seller”), and Oak Terrace Estates, LLC, a Minnesota limited liability company (the “Buyer”).

RECITALS:

- A. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, approximately 12,265.7 square feet of real property located in Anoka County, Minnesota (“Parcel 1”), as depicted on Exhibit A-1 and legally described on Exhibit A-2 attached hereto (the “Property”).
- B. Buyer is the owner of a mobile home community known as “Oak Terrace Estates Mobile Home Park” located at 6545 Highway 10, Ramsey, Minnesota (the “Community”), which Community is located near Parcel 1.
- C. Both Seller and Buyer currently claim fee title ownership to that certain additional parcel of approximately 4,520 square feet of real property located depicted on Exhibit A-3 as Parcel 2 and concurrently with the closing of the purchase and sale of Parcel 1, Seller desires to transfer all of its ownership interests in Parcel 2, if any, to Buyer, and Buyer desires to accept such transfer, in order to settle the title claim dispute with respect to Parcel 2.

AGREEMENT:

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties agree as follows:

1. Purchase and Sale. Seller hereby agrees to sell, and Buyer hereby agrees to purchase from Seller, upon the terms and conditions set forth in this Agreement, the Property, together with any and all other easements, tenements, hereditaments, and appurtenances belonging to Parcel 1.
2. Purchase Price. The total purchase price for Parcel 1 (collectively, the “Purchase Price”) shall equal Forty-One Thousand One Hundred and No/100 Dollars (\$41,100.00), plus Buyer’s obligation to pay all transfer taxes, and the costs, fees and expenses of Seller involved in this matter. The Purchase Price shall be payable by wire transfer, certified or cashier’s check at the Closing (as hereinafter defined).
3. As-is, Where-is Purchase. Buyer acknowledges and agrees that Buyer is purchasing the Property in its existing condition “AS IS, WHERE IS, AND WITH ALL FAULTS AND DEFECTS” with respect to all facts, circumstances, conditions, and defects, whether known or unknown, and without any representation or warranty by Seller.
4. Representations of Buyer. Buyer hereby represents and warrants to Seller that Buyer is a limited liability company, duly organized, existing and in good standing under the laws of the State of Minnesota and qualified and duly authorized by all requisite action of Buyer to complete the transactions contemplated by this Agreement.
5. Financing Contingency. Buyer shall have until one hundred eighty (180) days after the Effective Date (the “Initial Contingency Period”) to apply for and attempt to secure, at Buyer’s expense, a

commitment for financing for the purchase of Parcel 1 with terms acceptable to Buyer in Buyer's sole discretion (the "Financing Commitment"). If Buyer has not secured the Financing Commitment on or before the expiration of the Initial Contingency Period, Buyer may extend such contingency period for an additional thirty (30) days (the "First Extension Contingency Period") by providing written notice to Seller. If Buyer has not secured the Financing Commitment on or before the expiration of the First Extension Contingency Period, Buyer may extend such contingency period for an additional thirty (30) days (the "Final Extension Contingency Period", and as used in this Agreement, "Contingency Period" shall mean the Initial Contingency Period, the First Extension Contingency Period, or the Final Extension Contingency Period, as applicable) by providing written notice to Seller. If, on or before the end of the Contingency Period, Buyer has not secured the Financing Commitment, Buyer may additionally elect to terminate this Agreement by providing written notice to Seller. If Buyer has not terminated this Agreement on or before the end of the Contingency Period, this financing contingency will be deemed waived. Buyer may waive this financing contingency at any time prior to the end of the Contingency Period.

6. Title Examination. Within ninety (90) days following the Effective Date, Buyer may obtain a commitment for an ALTA owner's policy of title insurance (the "Title Commitment") for the Property prepared by a title company chosen by Buyer (the "Title Company"), together with legible copies of all documents referred to in the Title Commitment, including without limitation all lien instruments, plats, reservations, restrictions, and easements. Buyer may also elect to order an ALTA/NSPS survey of the Property with any "Table A Items" it deems appropriate in Buyer's sole discretion (the "Survey") provided such Survey shall be prepared and delivered (with a copy to Seller) on or before the expiration of the Initial Contingency Period. On or prior to the expiration of the Initial Contingency Period, Buyer shall give Seller written notice of any specific title matters that are unacceptable to Buyer, if any (the "Title Objections"). If Buyer fails to give Seller written notice of Title Objections within the Initial Contingency Period, then all title matters then affecting the Property shall be deemed to be acceptable to Buyer (the "Permitted Exceptions"), and Buyer shall take title subject thereto; provided, however, that any monetary liens, encumbrances or other instruments affecting title to the Property which may be satisfied by the payment of money shall be removed prior to Closing and shall not become Permitted Exceptions. If Buyer notifies Seller of Title Objections within the Initial Contingency Period, Seller shall, within ten (10) days following receipt from Buyer, deliver written notice to Buyer (the "Seller's Response Notice") of the actions Seller will take, if any, to correct said Title Objections. Seller shall then have until Closing to cure or correct those Title Objections for which Seller has elected to cure or correct as stated in the Seller's Response Notice, if any. If Seller fails to deliver the Seller's Response Notice, Seller shall be deemed to have elected not to clear, cure, or resolve such Title Objections prior to Closing. If Seller elects not to clear, cure, or resolve all or any portion of the Title Objections, Buyer shall have a period of five (5) days following Buyer's receipt of the Seller's Response Notice within which to elect to either: (i) terminate this Agreement, or (ii) waive such Title Objections and take title to the Property subject to such Title Objections as Permitted Exceptions, without any reduction of the Purchase Price.

7. Conditions Precedent to Closing. The closing of the transaction contemplated by this Agreement and all the obligations of Buyer under this Agreement are subject to fulfillment of the following "Conditions Precedent":

- (a) This Agreement and all documents and acts contemplated hereby are duly authorized by all requisite action of Seller and Buyer;
- (b) Buyer shall have obtained the Financing Commitment on or before the end of the Contingency Period, a commitment for financing acceptable to Buyer;

- (c) On or before the expiration of the Contingency Period, Seller shall have provided to Buyer evidence satisfactory to Buyer in its sole discretion that the planning commission and city council of Seller have issued final approvals of the site plan attached hereto as Exhibit B showing Buyer's anticipated expansion of the Community by adding five (5) additional trailers on the Property and one (1) additional trailer on real estate owned by the Buyer (the "Site Plan");
- (d) Buyer shall have determined on or before the end of the Contingency Period that condition of title to the Property as reflected by the Commitment shall be acceptable to Buyer as of the Closing Date;
- (e) The Title Company shall, at Closing, be ready, willing, and able to issue to Buyer an owner's policy for title insurance for the Property, insuring fee simple title to the Property in Buyer, subject only to the Permitted Exceptions, which includes a zoning endorsement insuring Buyer's anticipated expansion of the Community as shown on the Site Plan.

8. Closing, Possession. Closing of the purchase and sale (the "Closing") shall take place within sixty (60) days after the expiration or Buyer's written notice of waiver of the Contingency Period (the "Closing Date"). The Closing shall take place at a location mutually agreed upon between Seller and Buyer, or by electronic communications, including electronic mail, portable document format, or facsimile, as Buyer, Seller and Title Company may mutually agree. Possession shall be delivered on the Closing Date. Buyer shall notify Seller and provide all necessary contact information for the applicable representatives of such Title Company.

9. Seller's Obligations at Closing. On or prior to the Closing Date, Seller shall:

- (a) Deliver to Buyer a duly recordable Quit Claim Deed, executed by Seller, conveying to Buyer fee simple title to Parcel 1, including all of Seller's right, title and interest (if any) to Parcel 2, and all rights appurtenant thereto, subject only to the Permitted Exceptions;
- (b) Deliver to Buyer evidence satisfactory to Buyer in its sole discretion that the Site Plan has been approved by the planning commission and city council of Seller;
- (c) Deliver to Buyer the affidavit of Seller confirming that Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code;
- (d) Deliver to Buyer any necessary documentation warranting that the Seller is unaware of the existence of any wells on Parcel 1; and
- (e) Deliver to Buyer or the Title Company such other documents as may be reasonably required to consummate the Closing, all in a form reasonably satisfactory to Buyer and the Title Company.

10. Buyer's Obligations at Closing. Subject to the terms, conditions, and provisions hereof and the performance by Seller of its obligations as set forth herein, Buyer shall, at or prior to the Closing Date:

- (a) deliver the Purchase Price as provided in Section 2 above; and

- (b) deliver to Seller or the Title Company such other documents as may be reasonably required to consummate the Closing, all in a form reasonably satisfactory to Seller and the Title Company.

11. Prorations; Closing Costs.

- (a) Prorations. Intentionally omitted.
- (b) Closing Costs. The parties agree to the allocation of closing costs as set forth in the table below. Any other closing fees and costs not covered in the below table shall be allocated between the parties in accordance with the customary practice for vacant land transactions in Anoka County, Minnesota.

| Buyer | Closing Cost | Seller |
|-------|--|--------|
| X | Owner's Policy Premium and Endorsements (if applicable) | |
| X | Search and Examination and Title Commitment Fee of Title Company (if applicable) | |
| X | Escrow/Closing Fee of Title Company (if applicable) | |
| X | State Deed Tax (if applicable) | |
| X | Mortgage Registration Tax (as applicable) | |
| X | Cost to Prepare and Record the Deed | |
| X | Cost to Record Satisfactions of Liens (as applicable) | |
| | Seller's Attorney Fees | X |
| X | Buyer's Attorney Fees | |

12. Brokerage. Seller and Buyer represent and warrant to each other that they have not engaged the services of any broker in connection with the sale and purchase contemplated by this Agreement.

13. Miscellaneous. The following general provisions govern this Agreement.

- (a) Time. All references in this Agreement to "days" shall mean calendar days unless expressly referred to as "business days." If the day for performance of any obligation under this Agreement is a Saturday, Sunday or legal holiday, then the time for performance of that obligation shall be extended to the first following day that is not a Saturday, Sunday or legal holiday.
- (b) Time of Essence. Time is of the essence of this Agreement.
- (c) Governing Law. This Agreement is made and executed under and in all respects to be governed and construed by the laws of the State of Minnesota and the parties hereto hereby agree and consent and submit themselves to any court of competent jurisdiction

facsimile or by electronic mail in portable document format will have the same legal effect as an original executed signature page.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SELLER:

CITY OF RAMSEY,
a Minnesota municipal corporation

By: _____
Name: Mark E. Kuzma
Title: Mayor

By: _____
Name: Brian Hagen
Title: City Administrator

BUYER:

OAK TERRACE ESTATES, LLC,
a Minnesota limited liability company

By: RAMSEY PARK, LLC,
a Minnesota limited liability company
Its: Sole Member

By: _____
Christopher J. Nibbe
Title: Manager

EXHIBIT A-1
DEPICTION OF PARCEL 1

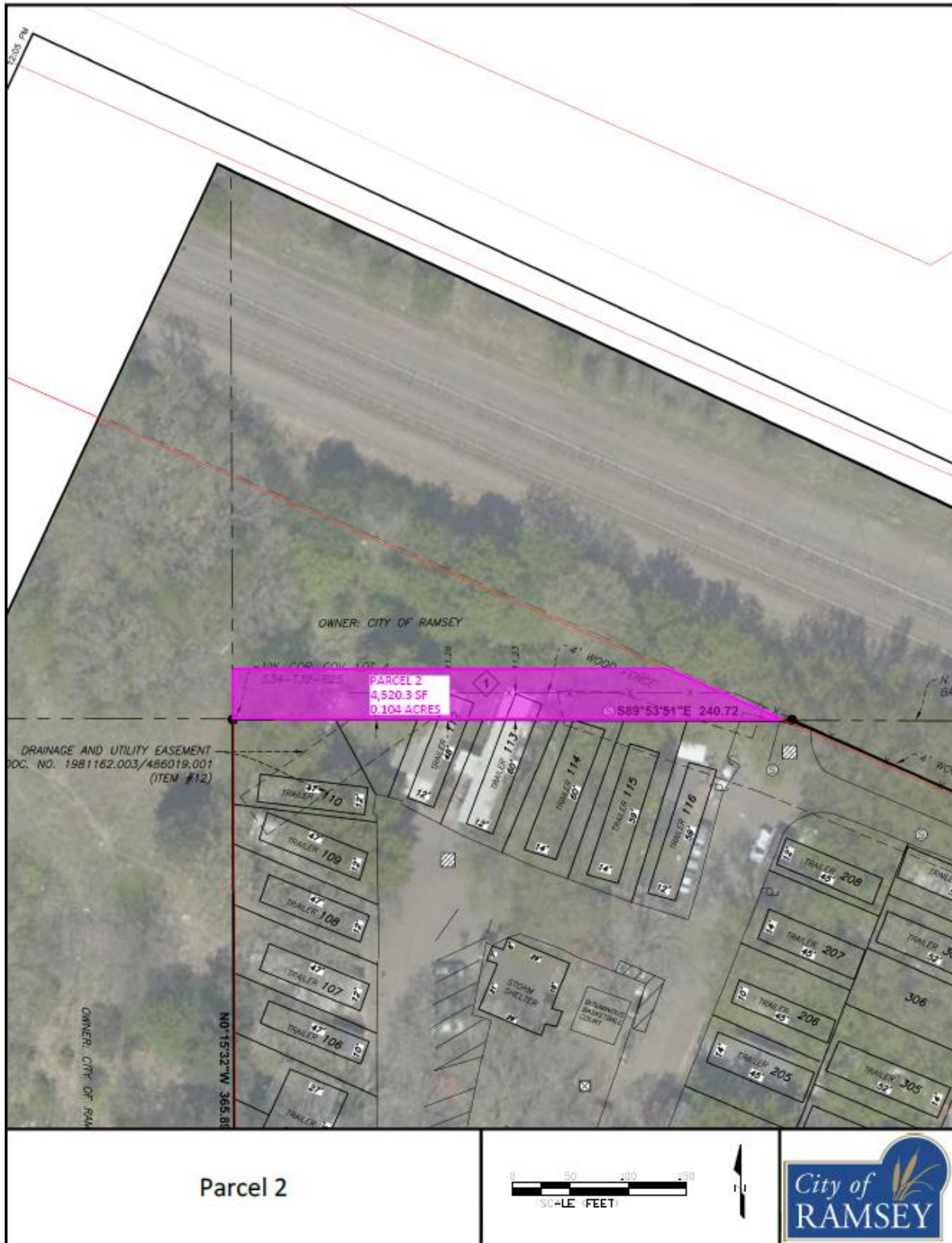


EXHIBIT A-2

Legal Description of the Property

That part of the Northeast Quarter of the Northeast Quarter, Section 34, Township 32, Range 25, Anoka County, Minnesota, lying southerly of the Burlington Northern Railroad right of way. Also being a part of Lot 6, AUDITOR'S SUBDIVISION NUMBER 30, according to the recorded plat thereof.

EXHIBIT A-3
Depiction of Parcel 2



APPRAISAL OF REAL PROPERTY

LOCATED AT

6549 Highway 10 NW
Ramsey, MN 55303

part of Lots 6 and 7, Auditors Subdivision except part platted as Deal Industrial Park

FOR

City of Ramsey
7550 Sunwood Dr NW
Ramsey, MN 55303

AS OF

08/14/2022

BY

Bradley R. Field
Bryant & Field Real Estate Appraisal
2057 135th Lane NE
Ham Lake, MN 55304
(763) 767-4243
Bryant-Field-Appraisal@hotmail.com

LAND APPRAISAL REPORT

File No. 22AUG14B

| | | | | |
|---|---|--|----------------------------|--|
| IDENTIFICATION | Borrower <u>The City of Ramsey</u> | Census Tract <u>0502.28</u> | Map Reference <u>49-A3</u> | |
| | Property Address <u>6549 Highway 10 NW</u> | | | |
| | City <u>Ramsey</u> | County <u>Anoka</u> | State <u>MN</u> | Zip Code <u>55303</u> |
| | Legal Description <u>part of Lots 6 and 7, Auditors Subdivision except part platted as Deal Industrial Park</u> | | | |
| | Sale Price \$ <u>none</u> | Date of Sale <u>n/a</u> | Loan Term <u>n/a</u> yrs. | Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD |
| Actual Real Estate Taxes \$ <u>municipal</u> (yr) | | Loan charges to be paid by seller \$ <u>none</u> Other sales concessions <u>none noted</u> | | |
| Lender/Client <u>City of Ramsey</u> | | Address <u>7550 Sunwood Dr NW, Ramsey, MN 55303</u> | | |
| Occupant <u>vacant land</u> Appraiser <u>Bradley R. Field</u> Instructions to Appraiser <u>Estimate the fair market values of two proposed parcels of residential development land in the Ramsey. Parcel 1 is .282 acres and Parcel 2 is .104 acres. Parcel 1 includes all of Parcel 2.</u> | | | | |

| | | | | | | | | | | |
|--------------|----------------------------|--|--|--|--|----------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| NEIGHBORHOOD | Location | <input type="checkbox"/> Urban | <input checked="" type="checkbox"/> Suburban | <input type="checkbox"/> Rural | | Good | Avg. | Fair | Poor | |
| | Built Up | <input type="checkbox"/> Over 75% | <input checked="" type="checkbox"/> 25% to 75% | <input type="checkbox"/> Under 25% | Employment Stability | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | Growth Rate | <input type="checkbox"/> Fully Dev. | <input checked="" type="checkbox"/> Rapid | <input checked="" type="checkbox"/> Steady | <input type="checkbox"/> Slow | Convenience to Employment | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| | Property Values | <input type="checkbox"/> Increasing | <input checked="" type="checkbox"/> Stable | <input type="checkbox"/> Declining | Convenience to Shopping | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | Demand/Supply | <input type="checkbox"/> Shortage | <input checked="" type="checkbox"/> In Balance | <input type="checkbox"/> Oversupply | Convenience to Schools | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | Marketing Time | <input type="checkbox"/> Under 3 Mos. | <input checked="" type="checkbox"/> 4-6 Mos. | <input type="checkbox"/> Over 6 Mos. | Adequacy of Public Transportation | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| | Present Land Use | <u>65%</u> 1 Family | <u>05%</u> 2-4 Family | <u>05%</u> Apts. | <u>05%</u> Condo | <u>15%</u> Commercial | Recreational Facilities | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| | Change in Present Land Use | <input checked="" type="checkbox"/> Not Likely | <input type="checkbox"/> Likely (*) | <input type="checkbox"/> Taking Place (*) | Adequacy of Utilities | Property Compatibility | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| | Predominant Occupancy | <input checked="" type="checkbox"/> Owner | <input type="checkbox"/> Tenant | <input type="checkbox"/> % Vacant | Protection from Detrimental Conditions | Police and Fire Protection | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| | Single Family Price Range | \$ <u>125,000</u> to \$ <u>800,000</u> | | Predominant Value \$ <u>350,000</u> | General Appearance of Properties | Appeal to Market | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The neighborhood is an area of gently rolling land dotted with small lakes and spinkled with single family housing developments of mixed styles, designs, ages and values. Schools and shopping are adequate in the neighborhood. Employment is located in Ramsey, Anoka and in the Minneapolis and St. Paul metropolitan communities to the south.

| | |
|------|---|
| SITE | Dimensions <u>proposed; see site map attached outlined in blue</u> = <u>12,265/4,520</u> Sq. Ft. or Acres <input type="checkbox"/> Corner Lot |
| | Zoning classification <u>H-1; Highway 10 Business District</u> Present Improvements <input type="checkbox"/> do <input type="checkbox"/> do not conform to zoning regulations |
| | Highest and best use <input type="checkbox"/> Present use <input checked="" type="checkbox"/> Other (specify) <u>H&B use appears to be residential development in relief of encroaching residential homes</u> |
| | Elec. <input checked="" type="checkbox"/> Public <input checked="" type="checkbox"/> Other (Describe) <u>available</u> OFF SITE IMPROVEMENTS |
| | Gas <input checked="" type="checkbox"/> <u>natural</u> Street Access <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private |
| | Water <input checked="" type="checkbox"/> <u>city</u> Surface <u>concrete</u> Topo <u>level</u> |
| | San. Sewer <input checked="" type="checkbox"/> <u>city</u> Maintenance <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private |
| | <input checked="" type="checkbox"/> Underground Elect. & Tel. <input type="checkbox"/> Storm Sewer <input type="checkbox"/> Curb/Gutter |
| | <input type="checkbox"/> Sidewalk <input type="checkbox"/> Street Lights |
| | Is the property located in a HUD Identified Special Flood Hazard Area? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes |

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): Parcel 1 is 12,265 square feet and parcel 2 is 4,520 square feet. Mixed use area with mobile home park and commercial and municipal uses. The subject does not appear to be in the FEMA Flood Plain. The subject is triangular in shape and is moderately wooded. Size is typical of outlot and municipal use parcels in the area. The appeal of the subject is estimated to be average for residential outlot use and the access is very good by US Highway.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

| MARKET DATA ANALYSIS | ITEM | SUBJECT PROPERTY | COMPARABLE NO. 1 | COMPARABLE NO. 2 | COMPARABLE NO. 3 |
|----------------------|----------------------------------|--|--|--|--|
| | Address | <u>6549 Highway 10 NW Ramsey, MN 55303</u> | <u>XXXXX Nowthen Blvd NW Ramsey, MN 55303</u> | <u>XXXXX Hynes Rd Rogers, MN 55374</u> | <u>14622 Ferret St NW Ramsey, MN 55303</u> |
| | Proximity to Subject | | <u>4.35 miles N</u> | <u>6.97 miles W</u> | <u>2.19 miles NW</u> |
| | Sales Price | <u>\$ none</u> | <u>\$ 0.75</u> | <u>\$ 1.08</u> | <u>\$ 2.25</u> |
| | Price Per Foot | <u>\$ none</u> | <u>\$ 0.75</u> | <u>\$ 1.08</u> | <u>\$ 2.25</u> |
| | Data Source | <u>personal inspection</u> | <u>MLS Sold Data/personal inspect</u> | <u>MLS Sold Data/personal inspect</u> | <u>MLS Sold Data/personal inspect</u> |
| | Date of Sale and Time Adjustment | <u>08/14/2022</u> | <u>09/07/2021</u> | <u>01/05/2022</u> | <u>12/08/2021</u> |
| | Location | <u>Ramsey</u> | <u>Ramsey</u> | <u>Rogers</u> | <u>Ramsey</u> |
| | Site/View | <u>12,265sf/4,520sf</u> | <u>1,567,289 SF</u> | <u>571,943 SF</u> | <u>561,053 SF</u> |
| | Wooded | <u>moderate</u> | <u>moderate</u> | <u>light</u> | <u>moderate</u> |
| | Topography | <u>level</u> | <u>level</u> | <u>level</u> | <u>level</u> |
| | Access | <u>vgood/Hwy 10</u> | <u>good/Nowthen Blvd</u> | <u>avg/Hynes Rd</u> | <u>good/Ferret St</u> |
| | Appeal | <u>fair/encroachment</u> | <u>good/development</u> | <u>good/development</u> | <u>good/commercial</u> |
| | Sales or Financing Concessions | <u>none noted</u> | <u>none noted</u> | <u>none noted</u> | <u>none noted</u> |
| | Net Adj. (Total) | | <input checked="" type="checkbox"/> + <input type="checkbox"/> - <u>\$ 2</u> | <input checked="" type="checkbox"/> + <input type="checkbox"/> - <u>\$ 2</u> | <input checked="" type="checkbox"/> + <input type="checkbox"/> - <u>\$ 0.5</u> |
| | Indicated Value of Subject | | <u>\$ 2.75</u> | <u>\$ 3.08</u> | <u>\$ 2.75</u> |

Comments on Market Data: The adjusted subject fair market value is estimated to be \$3.35 per square foot. Parcel 1 (.282ac/12,265sf) estimated fair market value is \$41,087 rounded to \$41,100. Parcel 2 (.104ac/4,520sf) estimated fair market value is \$15,142 rounded to \$15,150.

Comments and Conditions of Appraisal: The direction of adjustments is mixed and the subject is bracketed. Equal weight is placed on all four comparable sales. The final value is well supported by all four comparables. The appraiser has not ever appraised the subject property in the past. This appraisal is made per "hypothetical conditions" relating to the proposed site split options illustrated in the map section and identified as Parcel 1 and Parcel 2.

Final Reconciliation: The income approach is not used due to the lack of sufficient data with which to form a meaningful value estimate. The direct sales comparison approach is believed to offer the most reliable indication of value and most weight is placed on it. The exposure time is estimated to be 120 days for fair non buildable appeal in a market with settling demand.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF 08/14/2022 to be \$ \$41,100/\$15,150

Bradley R. Field Did Did Not Physically Inspect Property
Appraiser(s) Review Appraiser (if applicable)

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. 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. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgement.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. Unless otherwise indicated, 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.
5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

ADDRESS OF PROPERTY ANALYZED: 6549 Highway 10 NW, Ramsey, MN 55303

APPRAISER:



Signature: _____
 Name: Bradley R. Field
 Title: Certified Residential Appraiser
 State Certification #: 4000117
 or State License #: _____
 State: MN Expiration Date of Certification or License: 08/31/2023
 Date Signed: 08/14/2022

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
 Name: _____
 Title: _____
 State Certification #: _____
 or State License #: _____
 State: _____ Expiration Date of Certification or License: _____
 Date Signed: _____
 Did Did Not Inspect Property

Photograph Addendum Parcel 2

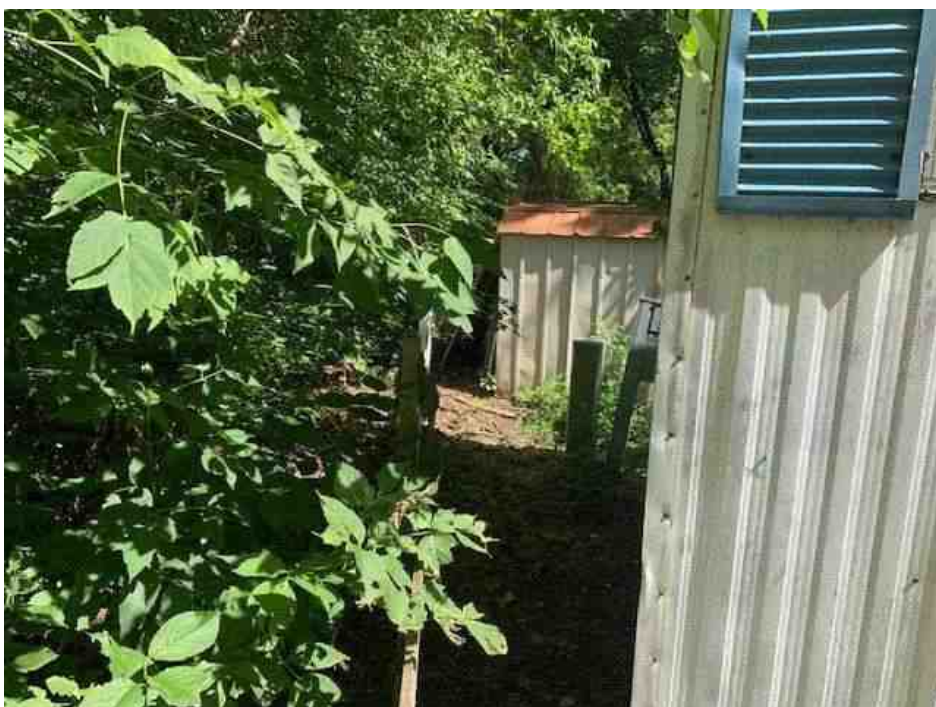
| | | | | | | | |
|------------------|--------------------|--------|-------|-------|----|----------|-------|
| Borrower | The City of Ramsey | | | | | | |
| Property Address | 6549 Highway 10 NW | | | | | | |
| City | Ramsey | County | Anoka | State | MN | Zip Code | 55303 |
| Lender/Client | City of Ramsey | | | | | | |



shed/fence/house encroachment



fence/house encroachment



alternate view of shed/fence/house encroachment

Photograph Addendum Parcel 2

| | | | | | | | |
|------------------|--------------------|--------|-------|-------|----|----------|-------|
| Borrower | The City of Ramsey | | | | | | |
| Property Address | 6549 Highway 10 NW | | | | | | |
| City | Ramsey | County | Anoka | State | MN | Zip Code | 55303 |
| Lender/Client | City of Ramsey | | | | | | |



firepit and small garden encroachment



shed/fence/house encroachment



homes encroaching on site from front

Photograph Addendum Parcel 1

| | | | | | | | |
|------------------|--------------------|--------|-------|-------|----|----------|-------|
| Borrower | The City of Ramsey | | | | | | |
| Property Address | 6549 Highway 10 NW | | | | | | |
| City | Ramsey | County | Anoka | State | MN | Zip Code | 55303 |
| Lender/Client | City of Ramsey | | | | | | |



wooded land



wooded land



wooded land

Photograph Addendum Parcel 1

| | | | | | | | |
|------------------|--------------------|--------|-------|-------|----|----------|-------|
| Borrower | The City of Ramsey | | | | | | |
| Property Address | 6549 Highway 10 NW | | | | | | |
| City | Ramsey | County | Anoka | State | MN | Zip Code | 55303 |
| Lender/Client | City of Ramsey | | | | | | |



railroad and right of way



railroad and right of way



railroad and right of way

Photograph Addendum Roads and Railroad

| | | | | | | | |
|------------------|--------------------|--------|-------|-------|----|----------|-------|
| Borrower | The City of Ramsey | | | | | | |
| Property Address | 6549 Highway 10 NW | | | | | | |
| City | Ramsey | County | Anoka | State | MN | Zip Code | 55303 |
| Lender/Client | City of Ramsey | | | | | | |



street scene



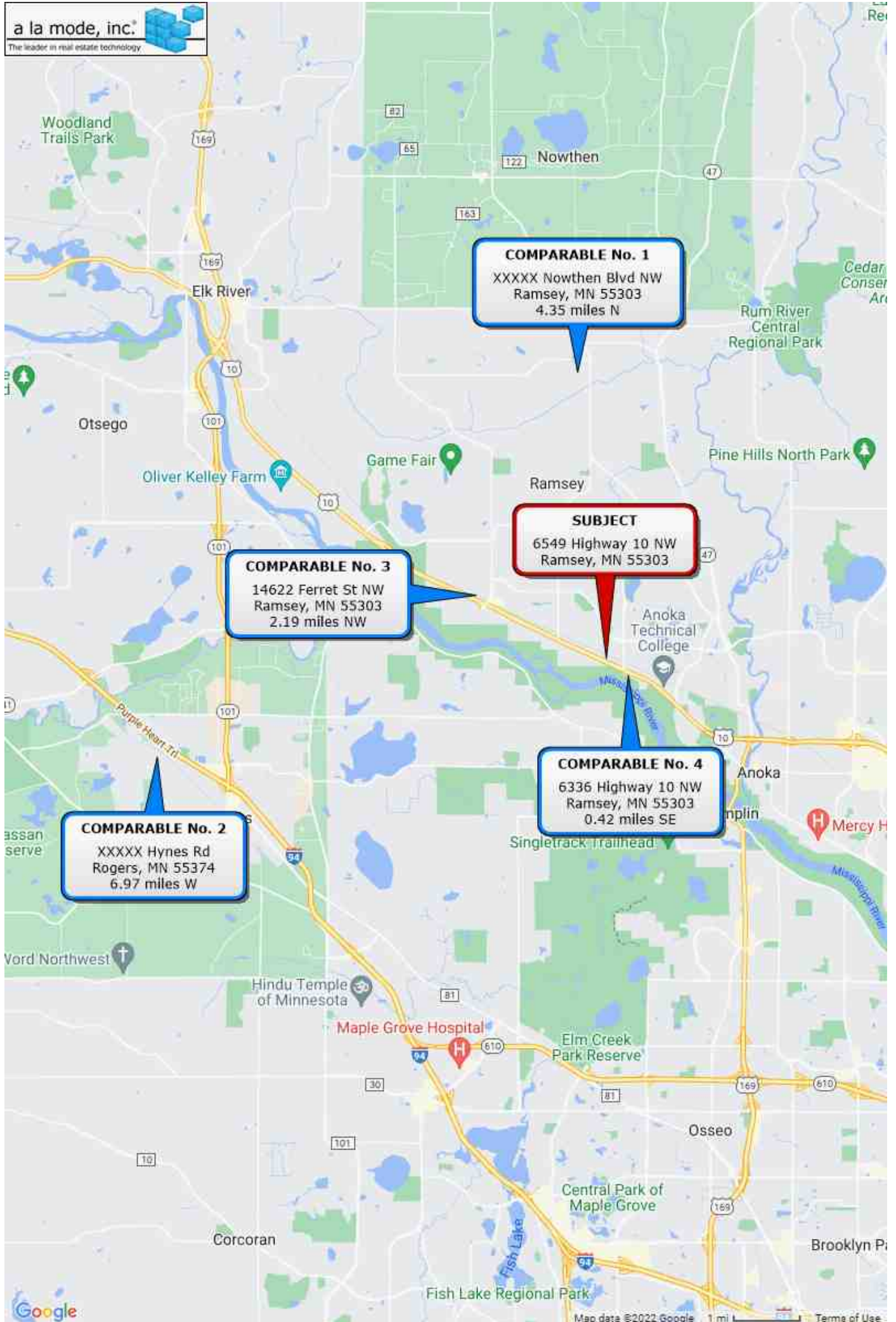
railroad and wooded land from site



busy rail line

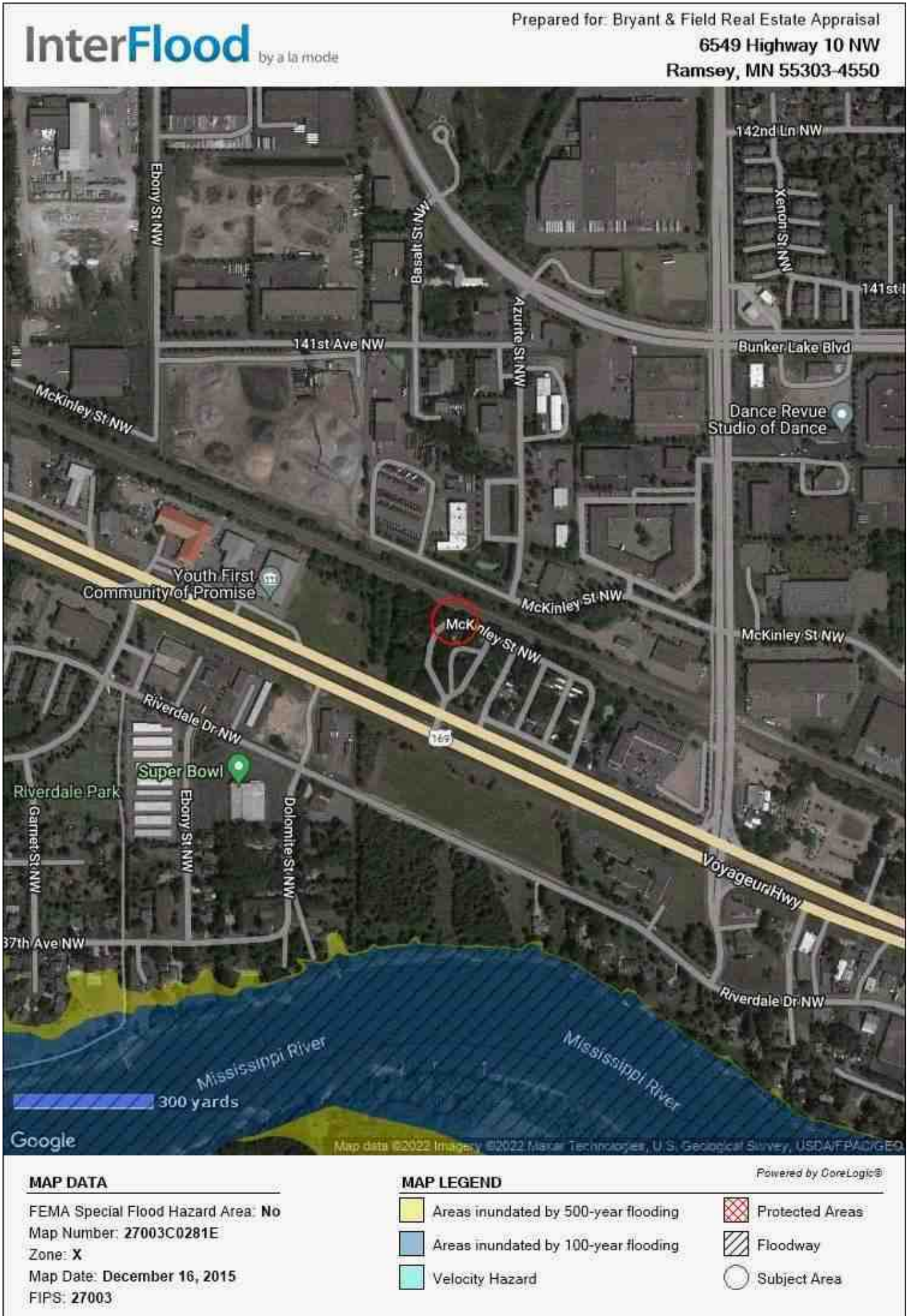
Comparable Sales Map

| | | | |
|------------------|--------------------|--------------|-------------------------|
| Borrower | The City of Ramsey | | |
| Property Address | 6549 Highway 10 NW | | |
| City | Ramsey | County Anoka | State MN Zip Code 55303 |
| Lender/Client | City of Ramsey | | |



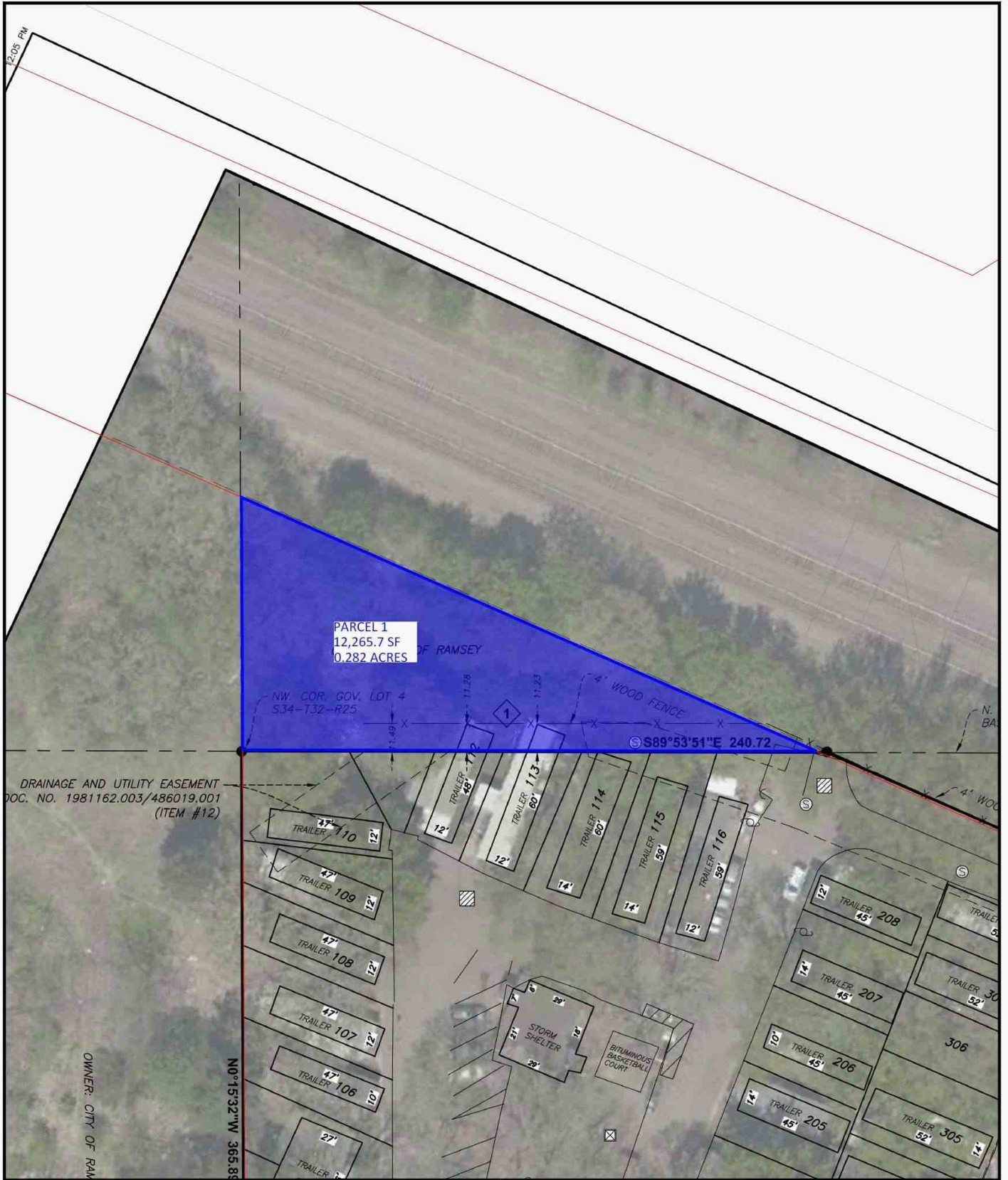
Flood Map

| | | | | |
|------------------|--------------------|--------------|----------|----------------|
| Borrower | The City of Ramsey | | | |
| Property Address | 6549 Highway 10 NW | | | |
| City | Ramsey | County Anoka | State MN | Zip Code 55303 |
| Lender/Client | City of Ramsey | | | |

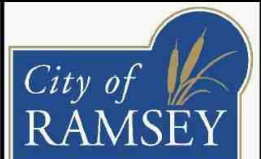


Site Map Parcel 1

| | | | |
|------------------|--------------------|--------------|----------------------------|
| Borrower | The City of Ramsey | | |
| Property Address | 6549 Highway 10 NW | | |
| City | Ramsey | County Anoka | State MN Zip Code 55303 |
| Lender/Client | City of Ramsey | | |

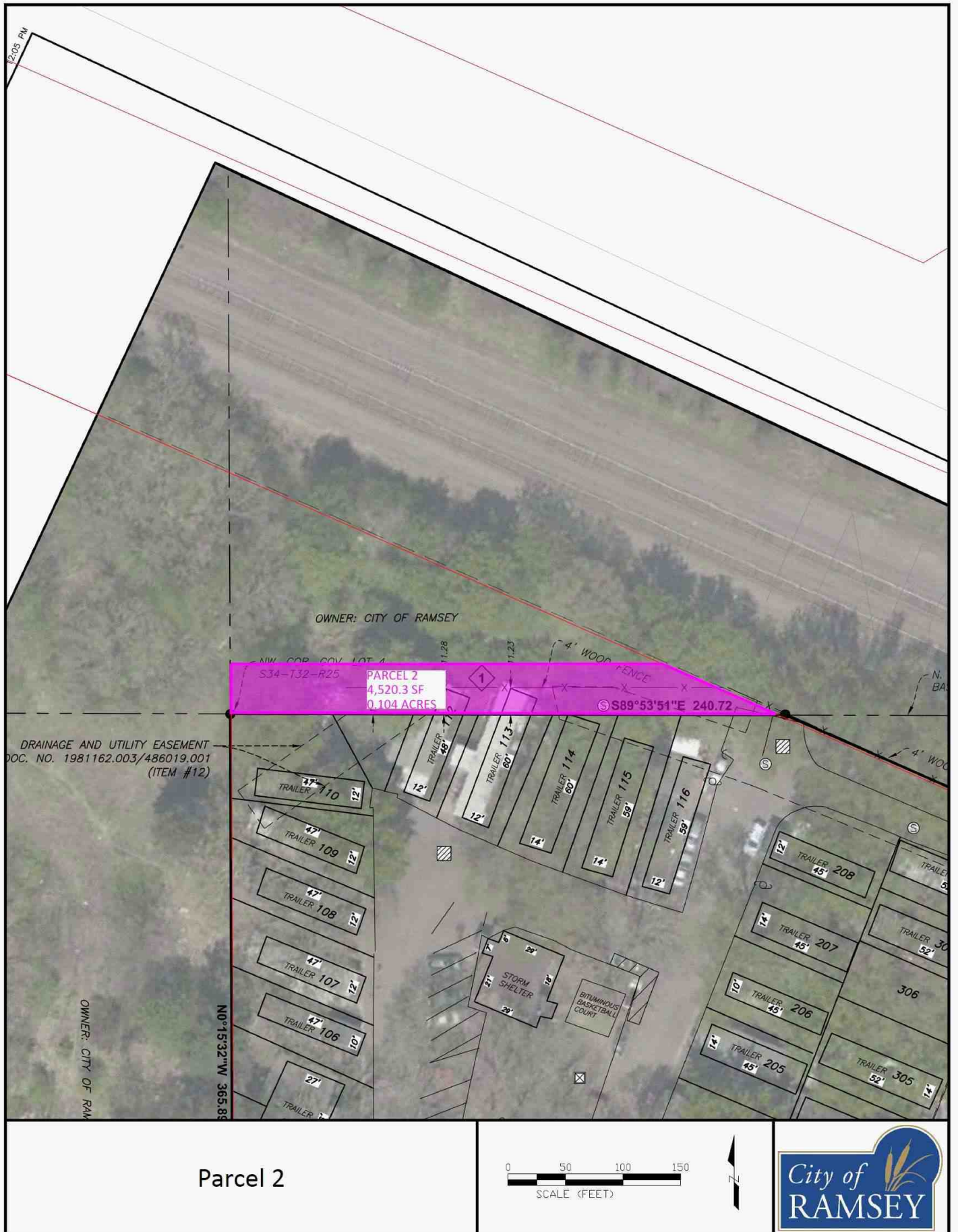


Parcel 1



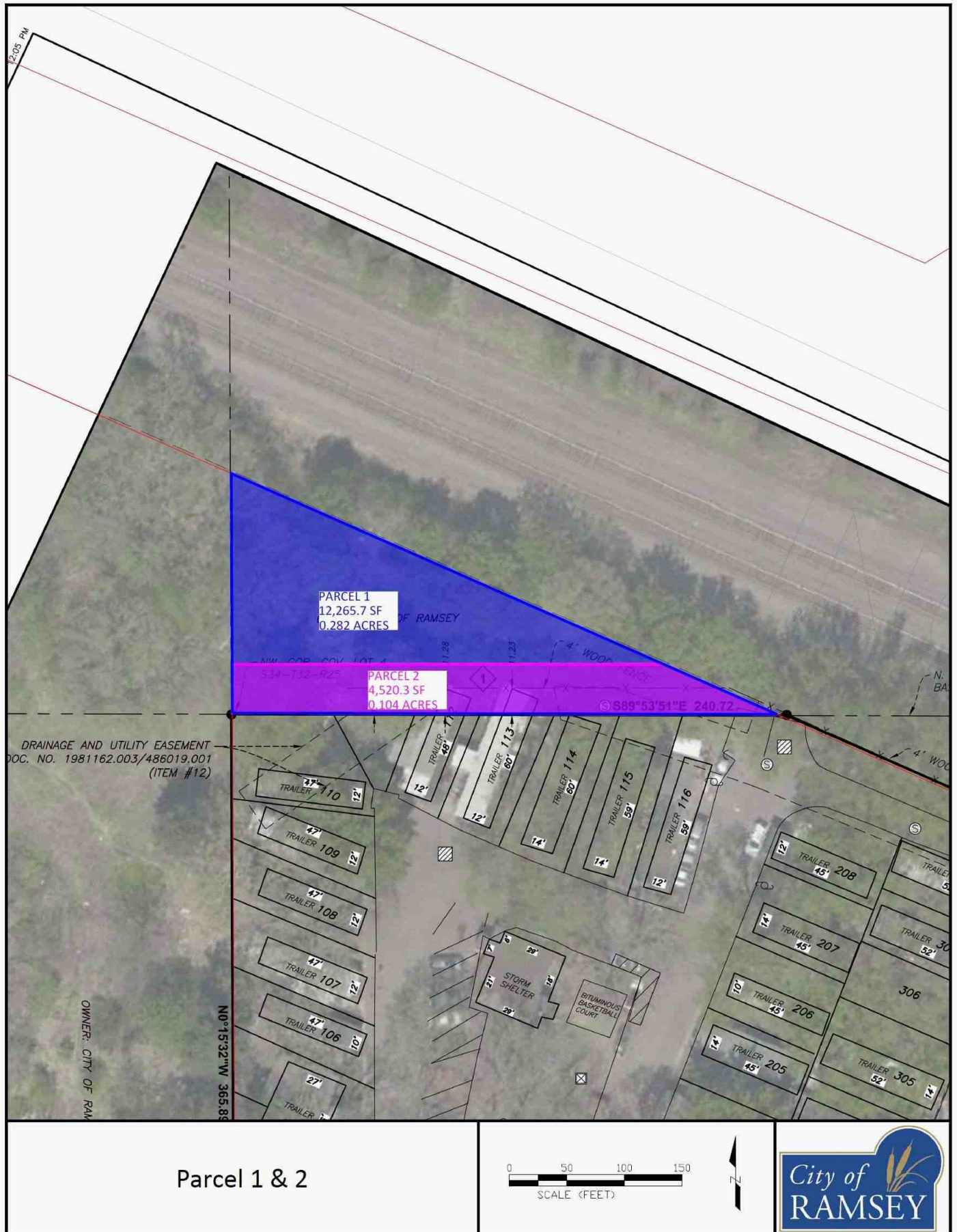
Site Map Parcel 2

| | | | |
|------------------|--------------------|--------------|-------------------------|
| Borrower | The City of Ramsey | | |
| Property Address | 6549 Highway 10 NW | | |
| City | Ramsey | County Anoka | State MN Zip Code 55303 |
| Lender/Client | City of Ramsey | | |



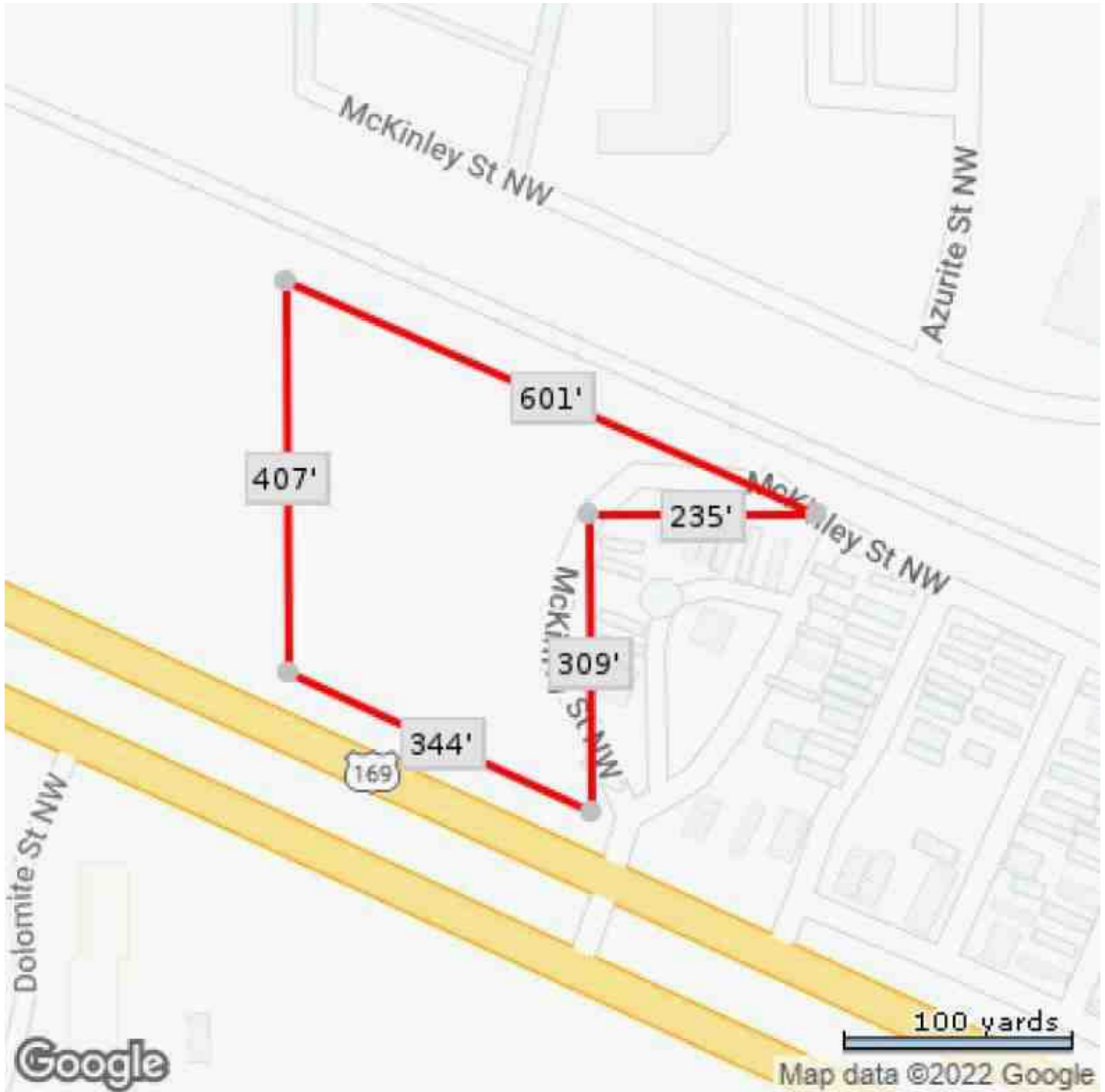
Parcel Summary Map

| | | | |
|------------------|--------------------|--------------|------------------------------|
| Borrower | The City of Ramsey | | |
| Property Address | 6549 Highway 10 NW | | |
| City | Ramsey | County Anoka | State MN Zip Code 55303 |
| Lender/Client | City of Ramsey | | |




Existing Parent Site Map

| | | | | | | | |
|------------------|--------------------|--------|-------|-------|----|----------|-------|
| Borrower | The City of Ramsey | | | | | | |
| Property Address | 6549 Highway 10 NW | | | | | | |
| City | Ramsey | County | Anoka | State | MN | Zip Code | 55303 |
| Lender/Client | City of Ramsey | | | | | | |



6549 Highway 10 Nw, Ramsey, MN 55303, Anoka County

APN: 34-32-25-12-0013 CLIP: 8581127341

| | | | | | |
|---|------------|------------|------------|-----------------|----------------|
|  | Beds | Full Baths | Half Baths | CREV Sale Price | CREV Sale Date |
| | N/A | N/A | N/A | \$1,105,000 | 04/05/2005 |
| | Bldg Sq Ft | Lot Sq Ft | Yr Built | Type | |
| | N/A | 148,104 | N/A | MUNI PROP | |

OWNER INFORMATION

| | | | |
|-------------------------|--------------------|------------------------|------|
| Owner Name | Ramsey City Of | Taxpayer ZIP+4 | 5137 |
| Taxpayer Address | 7550 Sunwood Dr Nw | Taxpayer Carrier Route | C015 |
| Taxpayer City and State | Ramsey, MN | Owner Occupied | No |
| Taxpayer Zip | 55303 | | |

LOCATION INFORMATION

| | | | |
|----------------------|-----------------|-------------------|--------------------|
| Municipality | Ramsey | Section # | 34 |
| Zip Code | 55303 | Township # | 32 |
| Carrier Route | C042 | Range # | 25 |
| Census Tract | 502.28 | Quarter | NE |
| Subdivision | Auditors Sub 30 | Quarter-Quarter | NW |
| Lot | 6 | Neighborhood Code | Ra-C/I-B83 |
| School District Name | Anoka-Hennepin | Neighborhood Code | B83 |
| School District | 011 | Neighborhood Name | Ramsey Town Center |

TAX INFORMATION

| | | | |
|-------------------|--|---------------|---------|
| PID# | 343225120013 | Alternate PID | 1270172 |
| PID | 34-32-25-12-0013 | | |
| Legal Description | LOTS 6 & 7 AUDITORS SUBDIVISION NO 30 EX PRT PLATTED AS DEED INDUSTRIAL PARK | | |

ASSESSMENT & TAX

| | | | |
|------------------------------|-----------|-----------|-----------|
| Assessment Year | 2020 | 2019 | 2018 |
| Estimated Mkt. Value - Total | \$792,400 | \$792,400 | \$754,400 |
| Estimated Mkt. Value - Land | \$792,400 | \$792,400 | \$754,400 |
| Taxable Mkt. Value - Total | | | \$754,400 |
| Taxable Mkt. Value - Land | | | \$754,400 |

CHARACTERISTICS

| | | | |
|-----------|---------|----------------------|--------------------------|
| Lot Acres | 3.4 | Land Use - County | Exempt - Municipal Other |
| Lot Sq Ft | 148,104 | Land Use - CoreLogic | Municipal Property |

LAST MARKET SALE & SALES HISTORY

| | | | |
|----------------------|-------------|----------------------------|----------------------------|
| Recording Date | 04/05/2005 | Deed Type | Warranty Deed |
| Sale Date | 04/05/2005 | Owner Name | Ramsey City Of |
| Sale Price | \$1,105,000 | Seller | Hamilton Edward L & Lora G |
| Recording Date | | 04/05/2005 | |
| Sale/Settlement Date | | 04/05/2005 | |
| Sale Price | | \$1,105,000 | |
| Buyer Name | | City Of Ramsey | |
| Seller Name | | Hamilton Edward L & Lora G | |
| Document Type | | Warranty Deed | |

CERTIFICATES OF REAL ESTATE VALUE

| CREV Sale Date | Buyer Name | Deed Type | CREV Sale Price | CREV # | CREV ID |
|-----------------|----------------|-------------|-----------------|-------------|---------|
| 04/05/2005 | City Of Ramsey | Other | \$1,105,000 | 25594 | 4310 |
| CREV Sale Date | | Filing Date | | Signer Date | |
| 04/05/2005 | | 08/31/2005 | | 04/05/2005 | |
| CREV Sale Date | | 04/05/2005 | | | |
| CREV Sale Price | | \$1,105,000 | | | |

STATE OF MINNESOTA



BRADLEY R FIELD
5141 MILLER TRUNK HWY
HERMANTOWN, MN 55811

Department of Commerce

The Undersigned **COMMISSIONER OF COMMERCE** for the State of Minnesota hereby certifies that
BRADLEY R FIELD

5141 MILLER TRUNK HWY
HERMANTOWN, MN 55811

has complied with the laws of the State of Minnesota and is hereby licensed to transact the business of
Resident Appraiser : Certified Residential

License Number: 4000117

unless this authority is suspended, revoked, or otherwise legally terminated. This license shall be in effect until August 31, 2023.

IN TESTIMONY WHEREOF, I have hereunto set my hand this July 01, 2021.

A handwritten signature in cursive script that reads "Grace Arnold".

COMMISSIONER OF COMMERCE

Minnesota Department of Commerce

Licensing Division
85 7th Place East, Suite 500
St. Paul, MN 55101-3165
Telephone: (651) 539-1599
Email: licensing.commerce@state.mn.us
Website: commerce.state.mn.us

Notes:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER J.A. Price Agency, Inc. 6640 Shady Oak Road, Suite 500 Eden Prairie MN 55344 | CONTACT NAME: Amy Winkelman PHONE (A/C, No, Ext): (800) 944-0119 FAX (A/C, No): (952) 944-5061 E-MAIL ADDRESS: amy.winkelman@japrice.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: AIG Specialty Insurance Company</td> <td style="text-align: center;">26883</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: AIG Specialty Insurance Company | 26883 | INSURER B: | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
|--|--|-------------------------------|--------|--|-------|------------|--|------------|--|------------|--|------------|--|------------|--|
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: AIG Specialty Insurance Company | 26883 | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |
| INSURED Bryant & Field Real Estate Appraisal Inc 2057 Northeast 135th Lane Ham Lake MN 55304 | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 22-23 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | | | |
|-----------------------------|---|-----------|----------|---------------|-------------------------|-------------------------|--|-------------|-------|--------------------|----|----------------------------|----|-----------------------------|----|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ | | | | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ | | | | | | | | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ | | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | N / A | | | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PER STATUTE</td> <td style="width: 50%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table> | PER STATUTE | OTHER | E.L. EACH ACCIDENT | \$ | E.L. DISEASE - EA EMPLOYEE | \$ | E.L. DISEASE - POLICY LIMIT | \$ |
| PER STATUTE | OTHER | | | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | \$ | | | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | \$ | | | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | \$ | | | | | | | | | | | | | | |
| A | Real Estate Appraisers E&O Retroactive Date: 10/08/2013 | N | N | 013711151-02 | 08/24/2022 | 08/24/2023 | Per Claim \$1,000,000 Aggregate \$1,000,000 | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Covered Real Estate Appraisers Include: Julie A. Bryant, Bradley R. Field, Thomas Stromenger.

| | |
|--|--|
| CERTIFICATE HOLDER INSURANCE VERIFICATION ONLY | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

Invoice

Bryant & Field Real Estate Appraisal, Inc.

2057 Northeast 135th Lane
Ham Lake, Minnesota 55304

Bill To

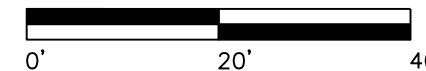
City of Ramsey
Sean Sullivan
7550 Sunwood Drive Northwest
Ramsey, Minnesota 55303

| Customer Phone | Customer E-mail |
|----------------|----------------------------|
| (763) 433-9868 | ssullivan@cityoframsey.com |

| Date | File # |
|-----------|----------|
| 8/30/2022 | PID 0013 |

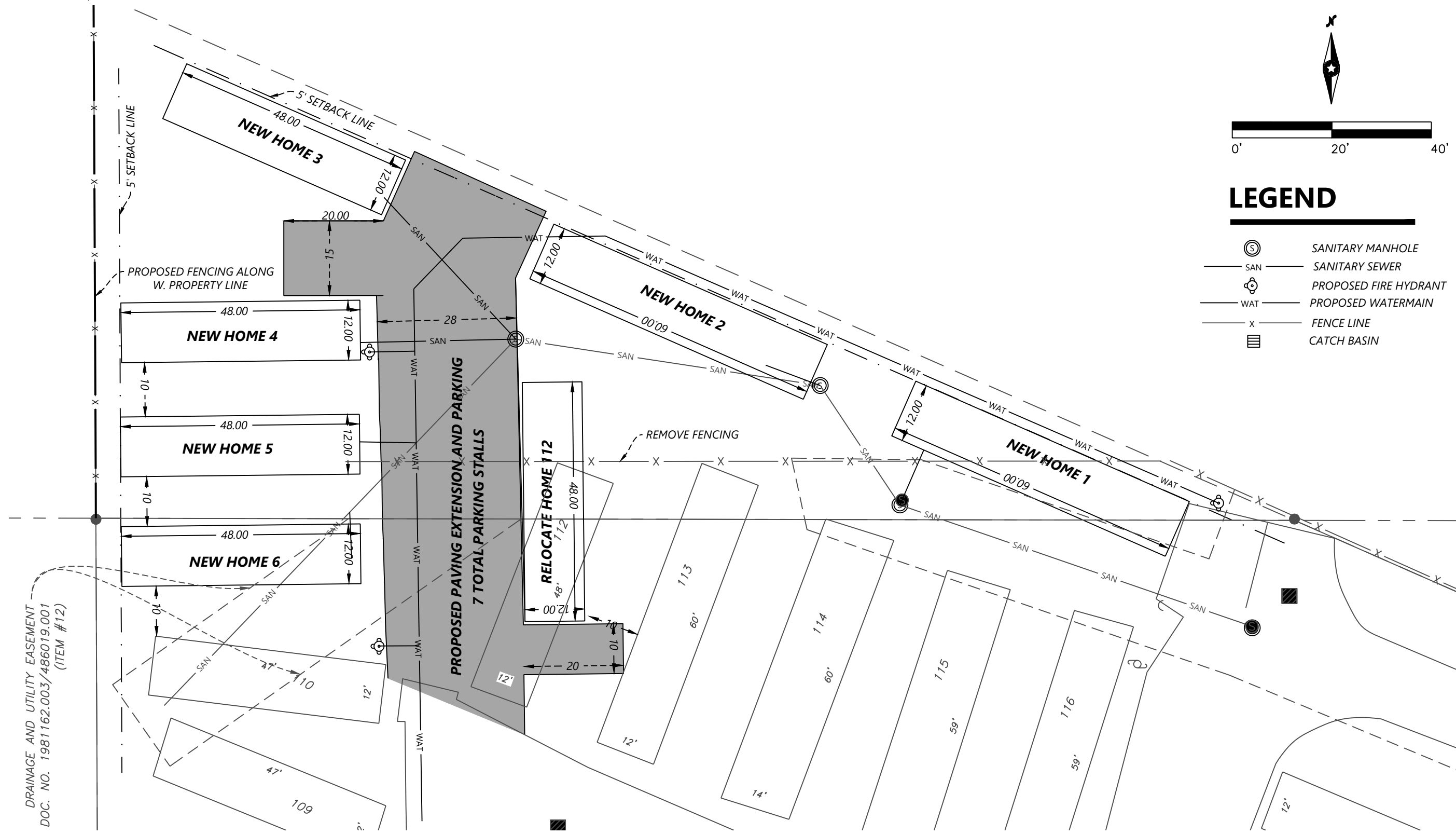
| Description | Amount |
|---|-------------------|
| PID #34-32-25-12-0013 Appraisal Report - 6549 Highway 10 Northwest - Ramsey | 1,300.00 |
| <i>Performing quality commercial & residential real property appraisals at a competitive price with a quick turn around time!</i> | |
| <i>Thank you for your business!</i> | |
| Total | \$1,300.00 |

| E-mail | Web Site | Voice # | Fax # |
|------------------------------------|--------------------------------|----------------|----------------|
| bryant-field-appraisal@hotmail.com | www.bryant-field-appraisal.com | (763) 767-4243 | (763) 767-4208 |



LEGEND

- SANITARY MANHOLE
- SANITARY SEWER
- PROPOSED FIRE HYDRANT
- PROPOSED WATERMAIN
- FENCE LINE
- CATCH BASIN



DRAINAGE AND UTILITY EASEMENT
DOC. NO. 1981162.003/486019.001
(ITEM #12)

Date: . Sheet: . OF .
0042938.00 site plan.dwg

Westwood

Phone (952) 937-5150 12701 Whitewater Drive, Suite #300
 Fax (952) 937-5822 Minnetonka, MN 55343
 Toll Free (888) 937-5150 westwoodps.com
 Westwood Professional Services, Inc.

Crew: _____
 Checked: _____
 Drawn: _____
 Record Drawing by/date: _____

Prepared for:
Ramsey Park, LLC

OAK TERRACE ESTATES

Ramsey, Minnesota

SITE PLAN

Exhibit 2/21/2023

City of Ramsey
Agenda
City Council Special Work Session
Tuesday, July 20, 2021
Immediately Following Public Works Committee
Lake Itasca Room, 7550 Sunwood Drive NW

- 1. Call to Order**
- 2. Topics for Discussion**
 1. Provide Direction on Oak Terrace Estates Encroachment Issues
- 3. Adjournment**

CC Special Work Session

Meeting Date: 07/20/2021

Title:

Provide Direction on Oak Terrace Estates Encroachment Issues

Purpose/Background:

Purpose:

The purpose of this case is to obtain direction from the City Council on whether City Staff should work to execute an encroachment agreement to allow encroachments of various manufactured homes and/or other structures onto City-owned property with certain conditions as dictated by the City, or whether the City should require the owner to move the units that are encroaching onto City property.

Background:

Oak Terrace Estates is a manufactured housing park located on the north side of highway 10, west of Sunfish Lake Blvd. There are approximately 100 units in the park consisting of single-wide and double-wide manufactured housing units, many pre-dating the incorporation of the City of Ramsey in 1974. Tenants either rent their unit, or own their unit and rent the housing pad from the park owners. All the units except one are served by city sewer and water. Some units are not in compliance with current city or building codes. Some units have attached porches and additions that are not code compliant.

The owners of Oak Terrace Estates manufactured housing park desire to refinance their property. A registered land survey was required and revealed that several housing units are physically encroaching on City-owned property, and some are located within public drainage and utility easements. See attached ALTA survey. In order to refinance the property, the owners need to resolve the issues and come into compliance or receive approval of the encroachments by the City.

The City has the ability to create and execute an encroachment agreement that would allow encroachment onto City-owned property, with conditions that the city could dictate. The City could also require the owner to move the units that are encroaching onto City property.

Timeframe:

Staff estimates this case will take up to one-hour to present and discuss.

Funding Source:

This case does not require funding. Any costs associated with this case will be the responsibility of Oak Terrace Estates to cover.

Responsible Party(ies):

The City Engineer / Interim Community Development Director will present opening remarks. The Senior Planner, Chief Building Official and Zoning Code Enforcement Officer will then provide comments and insights related to their responsibilities and areas of expertise. The City Attorney will also be available to respond to questions.

Outcome:

To obtain direction from the City Council on whether City Staff should work to execute an encroachment agreement to allow encroachments of various manufactured homes and/or other structures onto City-owned property with certain conditions as dictated by the City, or whether the City should require the owner to move the units that are encroaching onto City property.

Attachments

ALTA survey Oak Terrace Estates

Form Review

Inbox

Kurt Ulrich

Form Started By: Bruce Westby

Final Approval Date: 07/15/2021

Reviewed By

Colleen Lasher

Date

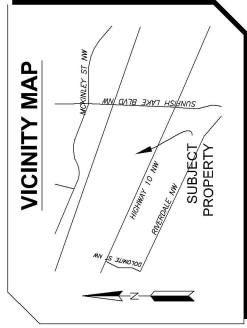
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GENERAL NOTES

1. Bearings shown hereon are based on the Anoka County Coordinate System relative to the NAD83(11) control adjustment.



LEGEND

| | | |
|--|----------------------------|----------------------------------|
| ○ SET 1/2" CHINA-CLAY PIPES | ⊠ ELECTRIC METER | — FENCE LINE |
| ○ SET 1/2" CHINA-CLAY PIPES WITH PLASTIC CAP CROSS | ⊠ ELECTRIC TRANSFORMER | — SAWTOOTH SLOPE |
| ● FOUND MANHOLE | ⊠ ELECTRIC CONDUIT | — SAWTOOTH SLOPE |
| ● SAWTOOTH MANHOLE | ⊠ BOLLARD/POST | — WATER MAIN |
| ● SAWTOOTH SENSER MANHOLE | ⊠ UTILITY POLE | — UNDERGROUND GAS LINE |
| ● STORM SENSER MANHOLE | ⊠ ANCHOR CABLE | — UNDERGROUND COMMUNICATION LINE |
| ● STORM SENSER ALLET | ⊠ LIGHT POLE | — OVERHEAD UTILITY LINE |
| ● FITTING | ⊠ MAILBOX | ▨ BUILDING |
| ● COMMUNICATIONS MANHOLE | ⊠ SAND HOLE | |
| ● ELECTRIC MANHOLE | ⊠ PROTECTION CONTROL VALVE | |
| ● DECORATIVE LIGHT | ⊠ WATER VALVE | |

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CLIENT NAME
OAK TERRACE ESTATES, LLC / OAK TERRACE ESTATES, LLC

PROJECT TITLE
ALTA/NSPS LAND TITLE SURVEY

PROJECT NO. 227704089

DATE: 10/19/2021

SCALE: SEE SCALE BAR

SHEET NO. 1 OF 2

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

The Ramsey City Council conducted a City Council Special Work Session on Tuesday, July 20, 2021, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Mayor Mark Kuzma
Councilmember Ryan Heineman – attended remotely
Councilmember Chelsea Howell
Councilmember Debra Musgrove
Councilmember Chris Riley
Councilmember Dan Specht
Councilmember Matt Woestehoff

Also Present: City Administrator Kurtis Ulrich
Public Works Superintendent Grant Riemer
City Engineer Bruce Westby
City Attorney Joe Langel
Economic Development Manager Sean Sullivan
Senior Planner Chloe McGuire Brigl
Building Official Jesse Szykulski

1. CALL TO ORDER

Mayor Kuzma called the City Council Work Session to order at 6:19 p.m.

2. TOPICS FOR DISCUSSION

2.01: Provide Direction on Oak Terrace Estates Encroachment Issues

City Engineer Westby reviewed the staff report.

City Attorney Langel commented that he had a few different conversations with the legal counsel representing the landowner. He noted that the owner of the park is attempting to refinance and therefore needs to make changes to the park which includes addressing the encroachment issues in order to clean up the title for the property. He stated that they hope to clear up the border of the park and easements within six months and provided an update on the closing process for the property owner. He stated that the benefit of that is that it removes the pressure of time and provides additional time to identify the problems and potential solutions. He provided additional input on the property purchased with RALF funds. He noted that the existing homes have been in place for decades and therefore would have a case for adverse possession. He stated that the question would be whether the City cares if the homes are in that location as the homes have been in those locations for decades. He stated that as he understands it, the location of the homes would not impact the City use for adjacent property and therefore the question would be how much the

City wants to spend in terms of resources on this issue. He reviewed the options the City would have in this instance. He also explained the additional steps that would be needed because the property was purchased with RALF funds. He asked for input from the Council.

Councilmember Riley asked if RALF permission would be needed for an encroachment agreement.

City Attorney Langel commented that RALF could be notified but did not believe permission would be needed as the encroachment has existed since the 1970s.

Councilmember Riley stated that he would prefer to offer sale of the land at the costs the City would incur for the RALF process, or let the property owner take it to court and put the burden on them.

Councilmember Musgrove asked if the section the trailers are on could be obtained by the property owner without going to court.

City Attorney Langel commented that the property owner would have to go to court to establish adverse possession. He commented that only those two slivers could be obtained in that manner.

Councilmember Musgrove commented that she is not happy to hear about this issue.

City Attorney Langel identified a blue strip on the drawing, noting there is a fence on the north edge and the property owner could argue that they adversely own that fence line. He noted that only runs to lot 113.

Mayor Kuzma stated that he likes the suggestion from Councilmember Riley that the property owner could purchase the land at the cost of the expenses the City would incur, or could choose to go to court.

Councilmember Musgrove commented that the City purchased the land with RALF dollars and asked if the purchase of that property would reimburse RALF funds.

Economic Development Manager Sullivan confirmed that any exchanged funds in that manner would reimburse RALF funds. He stated that he did not know if full process would need to be followed for the small strip because of the adverse possession issue. He stated that if the solution is that they want to solve for the encroachment and retain the remainder of the land, it would be a remnant parcel that would not have use to anyone other than the park. He stated that if there is public property behind the park in that location it could create a nuisance. He stated that perhaps it would make sense to make a large piece for sale to the park rather than creating City property behind the park.

Councilmember Woestehoff stated that he likes that idea. He stated that he would prefer to get rid of the wedge of property.

Economic Development Manager Sullivan provided background on the parcel the City purchased and noted that anything the City does, it will need to draft a legal description survey. He stated that he would prefer to give more land to a new business that could potentially come in rather than leaving room for expansion.

Councilmember Woestehoff agreed that the City would not have a use for the land behind the park and would prefer to get rid of that property if there is not a City use.

Councilmember Musgrove stated that while she likes that concept, she was unsure if the property owner would have the funds to purchase the larger area or just the area marked in blue. She stated she is not sure if we need to give just one option, or if there's potentially two options.

Building Official Szykulski commented that more than the strip would be needed in order to solve for the setback issue.

Councilmember Woestehoff referenced the suggestion that City Attorney Langel provided for the property owner to pay for the legal fee to transfer the land or whether a cost for the land would be included as well.

City Attorney Langel commented that because this property was purchased with RALF there may be an issue where compensation for the land is needed. He stated to Ms. Musgrove's point in terms of options, that it would depend upon what RALF will allow and the process it will force the City to go through as that is unknown at this time.

Mayor Kuzma commented that the issue with setbacks may encourage the park to pursue that land rather than move the homes to meet the setback.

City Attorney Langel commented that the land is unimproved and therefore a setback may not be required.

Councilmember Musgrove referenced a newer longer home and asked if that has been recently updated as it does not appear to have existed since the 1970s.

City Attorney Langel commented that the City could compare aerial photos to determine when that home was placed or improved. He provided details from an aerial from 1965 that was provided by the property owner. He stated that it would not be difficult for the property owner to make an argument that the homes have been in those locations for decades.

Councilmember Howell asked the estimated expense of a lawsuit if the property owner were to take that path.

City Attorney Langel estimated a cost of about \$15,000 as it is a time-consuming process.

Councilmember Howell stated that she would prefer to solve this amicably and avoid unnecessary expense.

Councilmember Heineman agreed that he would prefer to give staff the most options available to remedy this situation.

Economic Development Manager Sullivan asked if the preference would be to first attempt to sell the largest piece and work down to smaller options if the property owner does not choose to purchase the large piece.

City Attorney Langel commented that throughout the park there are drainage and utility easements all over.

Building Official Szykalski stated that the easements impact homes in different locations within the park.

City Attorney Langel noted that one easement has a home entirely across it while there are nine other homes that sit atop an easement to some extent. He stated that the easements have been in place for many years and there has not been an issue to this point. He stated that staff would suggest entering into an agreement with the park related to the encroachments, in that the park acknowledges that the encroachments exist and if there is an issue that needs to be resolved, the home would need to be moved at no expense to the City. He stated that there would be an additional stipulation that if two homes are moved, they could not go back in those locations because of the easements. He stated that part of the process would be to determine if there are utilities within those easements and whether the easements are therefore necessary or unneeded. He stated that staff would also suggest that when ownership of one home changes, that home should be repositioned out of the right-of-way, and it should be disconnected from the septic and well and connected to sewer and water.

Councilmember Riley asked why MnDOT was not concerned with this issue.

City Attorney Langel was unsure.

Councilmember Woestehoff asked if there was any concern with Highway 10 and whether homes would be in the way of construction.

City Attorney Langel stated that the City could either work with the property owner to develop an encroachment agreement or could try to force the park owner to move the homes out of the easements. He commented that he did not believe the park owner would voluntarily move the homes and noted that the City may not be supported in court because there may not be utilities in some of the easements and maintenance is not needed at this time. He stated that if the encroachment agreement is in place, everyone is aware of the standard and intent moving forward.

Senior Planner McGuire Brigl asked if there is third option, which would be to ignore it.

City Attorney stated the City could simply ignore it, his only concern is that if you have an encroachment agreement in place, then the owners know they are not setting additional homes on those encroachments and they need to stay away from those.

Councilmember Woestehoff commented that he would support the encroachment agreement as it sets the stage that if the City needs to get in for maintenance, it would not be at the cost of the City.

Mayor Kuzma commented that he also likes the stipulation that certain homes should be moved in the future.

Councilmember Riley commented that he would agree. He asked if these things could be lumped together with code enforcement.

City Attorney Langel commented that in his discussions with the legal counsel for the property owner, it was stated that part of the intent of refinancing was to obtain funds to remedy some of the issues at the park. He stated that the new owner is going to spend some of his money to improve the park. He stated that the property owner would like to sit down with staff to develop a single agreement that would include a list of what is to be accomplished that would satisfy all parties.

Councilmember Riley agreed that it would be helpful to have one agreement in place to address the code enforcement issues prior to allowing purchase or acquiring the additional land.

Senior Planner McGuire Brigl commented that there are currently ten pages of violations for the park, which equates to hundreds.

Mayor Kuzma confirmed the consensus of the Council to direct staff to continue negotiations as discussed.

3. ADJOURNMENT

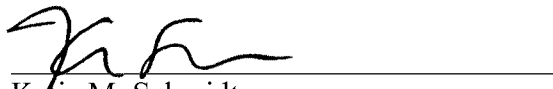
The Special Work Session of the City Council was adjourned at 6:59 p.m.

Respectfully submitted,



Kurtis G. Ulrich
City Administrator

ATTEST:



Katie M. Schmidt
Deputy City Clerk

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

CC Work Session**Meeting Date:** 02/13/2024**Primary Strategic Plan Initiative:** Promote economic growth and development.**Information****Title:**

Adult Use and Lower-potency Hemp Edible Moratorium Discussion

Purpose/Background:

On May 23, 2023, the City Council adopted Ordinance #23-09, An Interim Ordinance Prohibiting the Establishment of New Uses or the Expansion of Existing Uses Related to Sales, Testing, Manufacturing and Distribution of Real Tetrahydrocannabinol (THC) Products and Chemically Related Products. The interim ordinance is set to expire on May 24, 2024. The interim ordinance pertaining to lower potency edible retailers cannot be extended. However, staff suggests City Council consider extending the interim ordinance for adult-use cannabis effective until the earlier of the following events: (a) until January 1, 2025 or (b) the date upon which the City Council adopts an ordinance repealing the interim ordinance. During the Interim Ordinance, staff will be working closely with the Office of Cannabis Management (the Office) to develop model ordinances for reasonable restrictions on the time, place, and manner of a cannabis business, develop standardized forms and procedures for the issuance of retail registration, and develop policies and procedures for the performance of compliance checks. Staff has been closely monitoring and engaging in webinars with the League of Minnesota Cities regarding Office updates. At this time, the Office is slated to start working on developing the legal forms and working with cities in May-June 2024.

The League of Minnesota Cities (LMC) has a page with frequently asked questions (FAQS) aimed at providing information to local governments related to the new law on adult-use cannabis. The link to the FAQS and the full bill is located at www.lmc.org/adult-use-cannabis-what-cities-need-to-know. There is great information in the FAQ's sheet to assist in the understanding of the new laws. Attached is the FAQ sheet for your review.

Lower-potency Hemp Edibles

The LMC's FAQ's page Questions 61 - 68 pertain to Edible Cannabinoid Products (Lower Potency Hemp Edibles). Lower-potency retailers are required to be registered with the state of Minnesota by October 1, 2023. To date, the City of Ramsey has twelve (12) retailers registered with the state. The bill also requires the retailers to register with the City; staff have been working with individual businesses and, so far, eight (8) have registered with the City. We will continue to work with the remaining business owners to ensure compliance. A map of the lower potency retail locations is attached for your review.

Chapter 63 of MN Laws regulates adult-use cannabis and the licensing of the hemp industry. The retail of lower-potency hemp edibles and artificially derived cannabinoids (known as delta-9) requires registration with the State of MN and the city in which the business resides. The state law does not give local units of government the authority to regulate the location or the number of hemp-derived retailers within its locality.

Adult-Use Cannabis

Chapter 63 of MN Laws heavily regulates adult-use cannabis. State law requires a city to allow no fewer than one (1) business registration for every 12,500 residents. In terms of Ramsey, the City is required to have a minimum of two (2) cannabis retailers. A cannabis retailer means licensed cannabis retailers, cannabis mezzobusinesses with a retail operation's endorsement, and cannabis microbusinesses with a retail operation's endorsement. Essentially, a licensed cannabis retailer is a retail storefront, while a mezzo/micro business with a retail operations endorsement is a growing facility with retail. Local units of government must permit these uses within its locality.

According to the law, the local unit of government does have the authority to adopt ordinances addressing the following:

1. A local unit of government may prohibit the operation of a cannabis business within 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field;
2. A local unit of government may restrict hours of operation. State law requires no cannabis sales or sales of lower-potency edibles or hemp-derived products between 2:00 am - 8:00 am on the days Monday - Saturday and 2:00 am - 10:00 am on Sundays. The city can adopt an ordinance to prohibit sales restrictions between the hours of 9:00 pm - 2:00 am the following day or between 8:00 am - 10:00 am on the days Monday through Saturday.
3. The local unit of government can regulate the location of cannabis retailers, provided the location is reasonable and does not prohibit cannabis retailers from locating within the locality.
4. Cannabis retailers will be licensed through the state of MN; however, local unit of government can collect an annual registration fee, The fees are set through the law and the state will be working with the city to develop standardized forms.
5. The local unit of government is required to perform compliance checks on all hemp-based and cannabis retailers in the locality.

Tonight's meeting is more about getting information to the City Council and starting discussions. Staff is looking for feedback in terms of what City Council supports for locations, hours of operations and distances from schools and daycares. I will take the information gathered this evening and start the ordinance process this spring when the Office begins creating the ordinance templates and working with staff to ensure compliance with state law.

Timeframe:

The time frame is ongoing. Throughout 2024, staff will be working closely with the Office of Cannabis Management and the City Council to ensure compliance with the requirements of MN Law Chapter 63--H.F. No. 100

Funding Source:

Not Applicable

Responsible Party(ies):

Community Development Department

Outcome:

Staff is seeking direction for the following:

1. Amend the interim ordinance, extending the moratorium for the establishment of cannabis retailers until January 1, 2025; and
2. Begin discussions on the location and hours of operation.

Attachments

Ord #23-09 Interim Ord Prohibiting THC Businesses
Hemp Derived Business Map
LMC FAQ's Sheet

Form Review

| Inbox | Reviewed By | Date |
|-----------------------------------|-------------|---------------------------------|
| Brian Hagen | Brian Hagen | 02/08/2024 02:07 PM |
| Form Started By: Stephanie Hanson | | Started On: 01/29/2024 03:51 PM |
| Final Approval Date: 02/08/2024 | | |

ORDINANCE #23-09

**CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

**AN INTERIM ORDINANCE PROHIBITING THE ESTABLISHMENT OF NEW USES
OR THE EXPANSION OF EXISTING USES RELATED TO SALES, TESTING,
MANUFACTURING, AND DISTRIBUTION OF REAL TETRAHYDROCANNABINOL
(THC) PRODUCTS AND CHEMICALLY RELATED PRODUCTS**

The City of Ramsey Ordains:

Preamble: The interim ordinance is applicable to all of the City of Ramsey for the purpose of protecting the planning process and the health, safety, and welfare of its citizens related to the recently legalized sale of edible cannabinoid products containing Tetrahydrocannabinol (THC). A prohibition on the establishment of new uses or the expansion of existing uses related to the sale of such products is necessary to ensure that the City has sufficient time to study potential regulations that will protect the health and safety of the residents of Ramsey. There is insufficient time to complete the ordinary procedure for introduction and adoption of a City ordinance as required by City Charter.

SECTION 1. AUTHORITY AND FINDINGS

- A. The Minnesota Legislature recently amended Minnesota Statutes, Section 151.72 relating to the sale of certain cannabinoid products. The new law permits the sale of edible cannabinoid products, provided that a product sold for human or animal consumption does not contain more than 0.3 percent of tetrahydrocannabinol and an edible cannabinoid product does not contain an amount of any tetrahydrocannabinol that exceeds more than five milligrams of any tetrahydrocannabinol in a single serving, or more than a total of 50 milligrams of any tetrahydrocannabinol per package (“THC Products”). Sales of THC and chemically related product became legal on July 1, 2022.
- B. The new law allows sales and establishes some labeling and testing requirements, but it does not establish any licensing criteria or parameters for compliance by retailers. The new law does not prohibit local regulation.
- C. Minnesota Statutes, Section 462.355, subd. 4 provides that if a municipality is conducting studies or has authorized a study to be conducted for the purpose of considering adoption or amendment to an official control, the City Council may adopt an interim ordinance for the purpose of protecting the planning process and the health, safety, and welfare of its citizens. An interim ordinance may regulate, restrict, or prohibit any use within the city for a period not to exceed one year from the effective date of the interim ordinance. Many cities have adopted interim ordinances to study the impacts of certain uses and deterring whether regulations are appropriate for the purpose of protecting the public health, safety, and welfare of their citizens; and
- D. The City Council believes that authorizing a study regarding the types of uses that involve the sales, testing, manufacturing, and distribution of THC Products and any chemically related

product is necessary to evaluate the regulatory options available to the City and is for the purpose of protecting the health and safety of Ramsey's residents.

- E. Upon passage of the aforementioned legislation, further discussion occurred nationally and in Minnesota about expansion of the allowance of THC and chemically related products that were outside of the express regulation provided in Minnesota. Regulation of such things as locations of distribution points of any and all kinds of THC products and any chemically related product are matters of immediate concern as they relate to the health and safety of the citizens of Ramsey. It is necessary, in order to protect the health, safety and welfare of the citizens of the City to have as broad a study as possible in this area prior to allowing the sale and/or distribution of any such products within the City.
- F. The City of Ramsey will work with the Office of Cannabis Management to develop ordinances for reasonable restrictions on the time, place, and manner of the operation of a cannabis business or hemp business; develop standardized forms and procedures for the issuance of retail registration pursuant to section 342.22; and develop model policies and procedures for the performance of compliance checks required under section 342.22.

SECTION 2. STUDY

The City Council hereby authorizes and directs City Staff to conduct a study of the issues relating to the sales, testing, manufacturing, and distribution of THC Products and chemically related products. Staff will then make a recommendation to the City Council about whether the City should amend its zoning, business licensing, or other general Code provisions related to these types of uses to better protect the residents of Ramsey.

SECTION 3. MORATORIUM

In accordance with the findings set forth herein, a moratorium is established as follows:

- A. No business, person, or entity may establish a new use or expand an existing use that includes or involves the sale, testing, manufacturing, or distribution of THC Products or chemically related products for a period of twelve (12) months from the effective date of this Ordinance or until the City Council repeals this Ordinance, whichever occurs first.
- B. During the term of this Ordinance, the City Staff will not issue any license or permit, nor will it accept or process any applications for uses related to the sale, testing, manufacturing, or distribution of THC Products or chemically related products.
- C. The moratorium established by this Ordinance does not apply to the sale, testing, manufacturing, or distribution of products that were lawful prior to enactment of the new law relating to THC Products and chemically related product.

SECTION 4. ENFORCEMENT

In addition to any criminal penalties allowed by law, the City may enforce this Interim Ordinance by injunction or any other appropriate civil remedy in any court of competent jurisdiction. A violation of this Ordinance is also subject to the City's general penalty in Section 2-333 and Section 2-334 of Ramsey City Code.

SECTION 5. SEVERABILITY

Every section, subsection, provision, or part of this Ordinance is declared severable from every other section, subsection, provision, or part. If any section, subsection, provision, or part of this interim ordinance is adjudged to be invalid by a court of competent jurisdiction, such judgement shall not invalidate any other section, subsection, provision, or part.

SECTION 6. EFFECTIVE DATE; DURATION

Pursuant to Section 3.6 of the City Charter, this emergency ordinance shall become effective immediately upon its adoption without previous filing or voting, and may be adopted finally at the meeting at which it is first introduced and voted upon by the City Council. No prosecution shall be based upon the provisions of his Ordinance until 24 hours after the Ordinance has been adopted, filed with the City Clerk, and either has been posted in three conspicuous places in the city or published as provided for in the City Charter, or the person charged with violation thereof had actual notice of the Ordinance prior to the act or omission resulting in the prosecution. It shall be effective until the earlier of the following events: (a.) one year from the effective date of this Ordinance or (b.) the date upon which the City Council adopts an ordinance repealing this Ordinance.

SECTION 7. SUMMARY

That the following summary clearly informs the public of the intent and effect of the Ordinance and is approved for publication: “The purpose of this Ordinance is to authorize a study related to the sales, testing, manufacturing, and distribution of recently-legalized consumable cannabinoid products. City Staff will then make a recommendation to the City Council about whether the City should amend its zoning, business licensing, or other general Code provisions related to these types of products and associated uses to better protect the residents of Ramsey. During the term of this Ordinance, no business, person, or entity may establish a new use or expand an existing use that includes or involves the sale, testing, manufacturing, or distribution of THC products or chemically related products, whether or not legalized on July 1, 2022, by the Minnesota Legislature’s amendment of Minnesota Statutes, Section 151.72.”

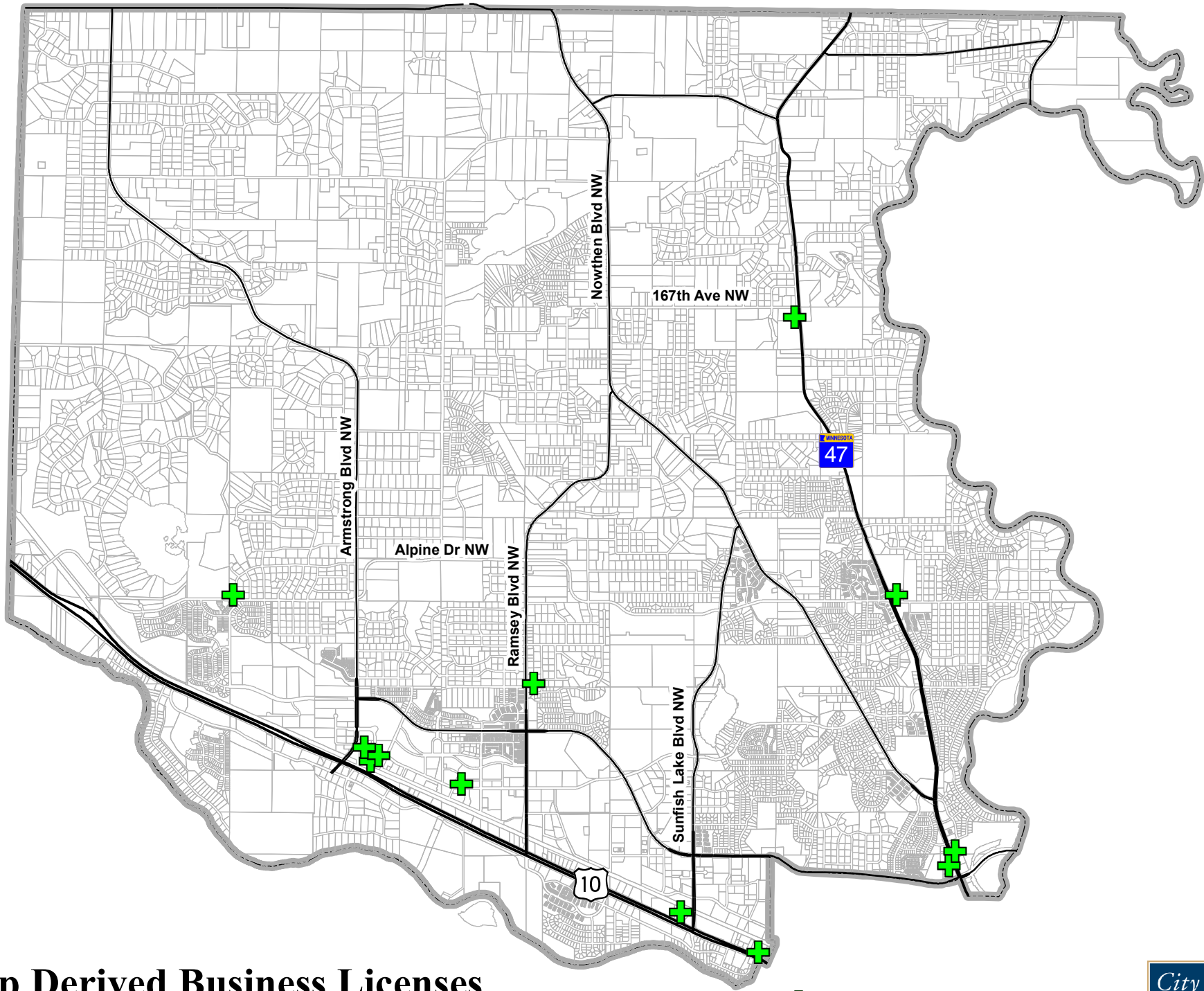
PASSED by the City Council of the City of Ramsey, Minnesota, the 23rd day of May, 2023.

Mayor

ATTEST:

City Clerk

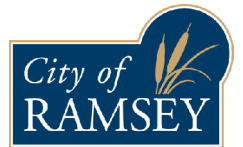
Introduction date: May 9, 2023
Posting dates: May 9 – May 24, 2023
Adoption date: May 23, 2023
Publication date: May 26, 2023
Effective date: May 24, 2023



Hemp Derived Business Licenses

12 as of December 15, 2023

 Business Location



Adult-Use Cannabis: What Cities Need to Know

Published: June 12, 2023

Updated Aug. 1, 2023

A new law enacted at the end of the 2023 legislative session legalizes adult-use cannabis in Minnesota and establishes a regulatory framework over the cannabis industry. Since the enactment of the law, the League of Minnesota Cities has been researching and collecting information from state agencies and stakeholders to answer questions pertaining to local regulatory authority, law enforcement, taxing, and employment.

[Read the full bill](#)

The following frequently asked questions (FAQs) aim to provide information to cities about the new law to assist local governments in making decisions related to the law. The League will continually update this information as necessary.

Get answers to FAQs regarding the new law on adult-use cannabis

General information

[Q1. What does the new law do?](#)

[Q2. How much cannabis can a person legally possess?](#)

[Q3. Are cannabis products legal under federal regulations?](#)

[Q4. Can a person grow their own cannabis?](#)

[Q5. Does the Clean Indoor Air Act apply to cannabis products?](#)

[Q6. What types of licenses will the OCM issue?](#)

[Q7. Can cannabis start to be sold now?](#)

[Q8. Under the new law, where can adult-use cannabis be sold?](#)

[Q9. Could my city's municipal liquor store sell adult-use cannabis?](#)

[Q10. Can my city have a municipal cannabis retail store?](#)

[Q11. Can a retailer sell cannabis seeds for home growth of cannabis? \(added Aug. 1, 2023\)](#)

Taxation and revenue

Q12. How will these new products be taxed?

Q13. Can our city impose its own cannabis tax?

Q14. Do sales taxes apply?

Q15. Who receives taxes collected from the sale of cannabis products?

Q16. What is considered a “taxable cannabis product retailer?”

Q17. How much revenue will cities receive from the local government cannabis aid fund?

Q18. When will cities receive revenue from the local government cannabis aid account?

Enforcement and public safety

Q19. How is the new law enforced?

Q20. What are penalties for someone selling edible cannabis products that do not meet the state’s requirements?

Q21. Can a person still be charged with possession of cannabis products?

Q22. Can a person still be charged with sale of cannabis products?

Q23. Can a person be charged with a crime for cultivating cannabis?

Q24. Can a person be charged with a crime for using cannabis in public?

Q25. How do our officers determine if a driver is under the influence of adult-use cannabis?

Q26. Is it a crime to use cannabis products while operating a motor vehicle?

Q27. Is it a crime to possess cannabis products in a motor vehicle?

Q28. Could cities prohibit the sale of adult-use cannabis entirely?

Q29. Is our city required to adopt regulations under the new law?

Q30. Are prior convictions for cannabis use expunged and what is the city’s role in that process?

Q31: Can a city prohibit the use of cannabis in public places? (added Aug. 1, 2023)

Q32: Can our city ban the smoking of cannabis in public places? (added Aug. 1, 2023)

City regulation

Q33. Can the city require sellers to have a city-issued license?

Q34. When is our city required to issue retail registration to a cannabis retail business?

Q35. Can a retail registration issued by our city be transferred?

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- Q40. Which state agency is charged with regulating edible cannabinoid products until the OCM begins licensing cannabis products?
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- Q42. Can edible cannabinoid products be sold for on-site consumption?
- Q43. Will I be able to prohibit cannabis events in my city?
- Q44. How does this impact my city's existing THC license program?
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- Q46. Can the city's zoning regulation restrict where a business can operate?
- Q47. Can cities adopt a moratorium prohibiting the sale, manufacturing, or distribution of adult-use cannabis to study the issue?
- Q48: What if my city has complaints about a licensed cannabis business?
- Q49: Can a city deny a liquor license if they find that the business is selling cannabis or low-potency hemp products without a license?
- Q50. Can a city suspend or revoke a tobacco license if they find that they are selling cannabis or low-potency hemp products without a license?
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City employment and personnel issues

- Q51. Does the new law allowing adult-use cannabis change anything about how we do drug testing for CDL holders?
- Q52. Does the new law change anything related to employees who carry a firearm?
- Q53. Besides positions requiring a CDL or carrying a firearm, are there any other positions which are not affected by the new law?
- Q54. Can we still prohibit employees from being under the influence of cannabis while at work? Does the League have a model policy with updated language?
- Q55. If an employee is injured while being under the influence of cannabis at work, are they still entitled to workers' compensation benefits?
- Q56. Can employees be in possession of edibles or other cannabis products while at work?
- Q57. Do we need to change anything in our collective bargaining agreement (CBA) regarding discipline of employees who use cannabis products?
- Q58. Can employees use cannabis products off-duty?
- Q59. How does this impact the requirements of the Drug-Free Workplace Act?

Q60. Should my city continue to include cannabis as a pre-employment panel screen for my non-DOT/safety-sensitive employees?

Edible cannabinoid products

Q61. What is an edible cannabinoid product? (added Aug. 1, 2023)

Q62. What are the labeling requirements for edible cannabinoid products? (added Aug. 1, 2023)

Q63. What are the restrictions on edible cannabinoid products? (added Aug. 1, 2023)

Q64. Can edible cannabinoid products be sold for on-site consumption? (added Aug. 1, 2023)

Q65. Can an exclusive liquor store sell edible cannabinoid products? (added Aug. 1, 2023)

Q66. Do retailers that sell edible cannabinoid products need to register with the state? (added Aug. 1, 2023)

Q67. Who should I contact if a retailer is selling noncompliant products in my city? (added Aug. 1, 2023)

Q68. Where can I find more information on edible cannabinoid products? (added Aug. 1, 2023)

General information

Q1. What does the new law do?

A1. The new law legalizes the possession, use, manufacturing, and sale of certain cannabis products within the state. It establishes the Office of Cannabis Management (OCM), which is charged with, among other things, enforcing an organized system of regulation for the cannabis industry and the hemp consumer industry. The law also:

- Establishes labor standards for the use of cannabis and hemp products by employees and testing of employees.
- Establishes expungement procedures for certain individuals previously convicted of a crime related to cannabis.

Possession, use, and home growth under this new law will be legal beginning Aug. 1, 2023, and legal sales are expected to begin in January of 2025. Various other effective dates are noted throughout these FAQs as they apply.

[Access the Office of Cannabis Management's website](#)

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Q2. How much cannabis can a person legally possess?

A2. This law allows a person of 21 years of age or older to:

- Use, possess, or transport cannabis paraphernalia.
- Possess 2 ounces or less of cannabis flower in a public place.
- Possess 2 pounds or less of cannabis flower in a person's residence.
- Possess or transport 8 grams or less of adult-use cannabis concentrate.

- Possess or transport edible products infused with a total of 800 milligrams or less of tetrahydrocannabinol.
- Give away cannabis flower and products in an amount that is legal for a person to possess in public.

The law authorizes an individual to use adult-use cannabis flower and adult-use cannabis products:

- In a private residence including the individual's curtilage or yard.
- On private property, unless the owner of the property prohibits the use of the products.
- On the premises of an establishment or event licensed to permit on-site consumption.

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Q3. Are cannabis products legal under federal regulations?

A3. Marijuana remains a Schedule I drug under federal law, meaning it is illegal, with limited exceptions, to grow, process, sell or possess marijuana from a federal standpoint.

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Q4. Can a person grow their own cannabis?

A4. The law authorizes a person to cultivate up to eight cannabis plants, of which four or fewer may be mature, flowering plants provided that it is in an enclosed, locked space that is not open to public view.

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Q5. Does the Clean Indoor Air Act apply to cannabis products?

A5. A person may not use cannabis flower, cannabis products, or hemp-derived consumer products in a manner that involves the inhalation of smokes, aerosol, or vapor at any location where smoking is prohibited under the Clean Indoor Air Act.

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Q6. What types of licenses will the OCM issue?

A6. The OCM will issue the following types of licenses:

- Cannabis microbusiness.
- Cannabis mezzobusiness.
- Cannabis cultivator.
- Cannabis manufacturer.
- Cannabis retailer.
- Cannabis wholesaler.
- Cannabis transporter.
- Cannabis testing facility.
- Cannabis event organizer.

- Cannabis delivery service.
- Lower-potency hemp edible manufacturer.
- Medical cannabis cultivator.
- Medical cannabis processor.
- Medical cannabis retailer.

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Q7. Can cannabis start to be sold now?

A7. Cannabis will not be able to be sold until the Office of Cannabis Management is established and able to issue licenses. Communication from state agencies indicate an intended timeline of January 2025 for when sales will be live to the public. Before beginning sales, a cannabis retailer must obtain a local retail registration. Any business attempting to sell cannabis products before licenses are issued should be reported to the Department of Health.

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Q8. Under the new law, where can adult-use cannabis be sold?

A8. Cannabis products and hemp derived consumer products may only be sold in business with a license issued by the OCM.

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Q9. Could my city's municipal liquor store sell adult-use cannabis?

A9. The law adds edible cannabinoid products as an item allowed to be sold at exclusive liquor stores, including municipal liquor stores. The ability of cities to sell cannabinoid products at a liquor store is unique to Minnesota and may create new and complex coverage and liability questions around these products. The League and the League of Minnesota Cities Insurance Trust (LMCIT) are working on guidance for cities considering selling cannabinoid products at their municipal liquor stores. This information will be updated when such guidance is drafted.

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Q10. Can my city have a municipal cannabis retail store?

A10. The new law authorizes cities to operate a municipal cannabis retail store. This is a unique opportunity for Minnesota cities and more research is needed to determine the legal ramifications of such an operation.

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Q11. Can a retailer sell cannabis seeds for home growth of cannabis?

A11. A retailer or a seed labeler may begin selling cannabis seed starting Aug. 1, 2023. Seeds must meet the state requirements for seed labeling. [More information on cannabis seeds can be found from the Minnesota Department of Agriculture \(pdf\).](#)

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Taxation and revenue

Q12. How will these new products be taxed?

A12. A tax equal to 10% of gross receipts from retail sales of taxable cannabis products will be imposed on any taxable cannabis product retailer that sells cannabis products to customers.

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Q13. Can our city impose its own cannabis tax?

A13. Cities are prohibited from imposing a tax solely on the sale of taxable cannabis products.

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Q14. Do sales taxes apply?

A14. The state sales tax and local sales taxes apply to cannabis and hemp-derived cannabinoid products.

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Q15. Who receives taxes collected from the sale of cannabis products?

A15. Revenues from the retail sales of cannabis products will be divided, with 80% going to the general fund and 20% to the local government cannabis aid account. Cities will receive 50% of the amount certified to the local government cannabis aid account.

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Q16. What is considered a “taxable cannabis product retailer?”

A16. A taxable cannabis product retailer is a retailer that sells any taxable cannabis products. This includes a cannabis retailer, cannabis microbusiness, cannabis mezzobusiness, and lower-potency hemp edible retailer. Minn. Stat § 295.81, subd. 1(s).

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Q17. How much revenue will cities receive from the local government cannabis aid fund?

A17. Half of the amount certified in the cannabis local government aid fund will go to cities. Cities will receive a distribution proportional to the number of cannabis businesses located in the city as compared to the number of cannabis businesses in all cities.

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Q18. When will cities receive revenue from the local government cannabis aid account?

A18. The gross receipts tax goes is effective for gross receipts received after June 30, 2023. The law requires the Department of Revenue to certify the amount to be paid to each city by Sept. 1, 2024, and every year after, and the full amount must be paid on Dec. 26, 2024, and every year after.

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Enforcement and public safety

Q19. How is the new law enforced?

A19. All licensing issues will be enforced by the Office of Cannabis Management. Until the OCM is up and running, the currently legal hemp-derived edible products under Minn. Stat. § 151.72 will be temporarily regulated by the Department of Health, which is taking over the enforcement of edible cannabis products previously done by the Board of Pharmacy. Local law enforcement may still enforce illegal possession or use crimes where applicable.

[Access the Department of Health's site on the temporary regulation of lower-potency hemp edibles](#)

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Q20. What are penalties for someone selling edible cannabis products that do not meet the state's requirements?

A20. If a retailer is found to be selling edible cannabis products that do not meet state requirements, the Department of Health may embargo the products and potentially destroy the products with the retailer paying for all court costs and fees, storage, and other proper expenses.

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Q21. Can a person still be charged with possession of cannabis products?

A21. Beginning Aug. 1, 2023, the following actions are considered cannabis possession crimes:

- *Possession of cannabis in the first degree.* (Punishable by imprisonment for not more than five years or payment of a fine of not more than \$10,000, or both).
 - More than 2 pounds but not more than 10 kilograms of cannabis flower.
 - More than 160 grams but not more than 2 kilograms of cannabis concentrate.
 - Edible cannabis products, lower-potency hemp edibles, or hemp-derived consumer products infused with more than 16 grams but not more than 200 grams of THC.
- *Possession of cannabis in the second degree.* (Punishable by imprisonment for not more than one year or payment of a fine of not more than \$3,000, or both).
 - More than 1 pound but not more than 2 pounds of cannabis flower in any place other than the person's residence.
 - More than 80 grams but not more than 160 grams of cannabis concentrate.
 - Edible cannabis products, lower-potency hemp edibles, or hemp-derived consumer products infused with more than 8 grams but not more than 16 grams of THC.
- *Possession of cannabis in the third degree.* (Punishable by imprisonment for not more than 90 days or payment of a fine of not more than \$1,000, or both).
 - More than 4 ounces but not more than 1 pound of cannabis flower in any place other than the person's residence.
 - More than 16 grams but not more than 80 grams of cannabis concentrate.

- Edible cannabis products, lower-potency hemp edibles, or hemp-derived consumer products infused with more than 1,600 milligrams but not more than 8 grams of THC.
- *Possession of cannabis in the fourth degree.* (Punishable as a petty misdemeanor).
 - More than 2 ounces but not more than 4 ounces of cannabis flower in any place other than the person's residence.
 - More than 8 grams but not more than 16 grams of cannabis concentrate.
 - Edible cannabinoid products infused with more than 800 milligrams but not more than 1,600 milligrams of THC.

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Q22. Can a person still be charged with sale of cannabis products?

A22. Beginning Aug. 1, 2023, the following actions are considered cannabis sale crimes:

- *Sale of cannabis in the first degree.* Punishable by imprisonment for not more than five years or to a payment of a fine of not more than \$10,000 or both if a person unlawfully sells more than 2 ounces of cannabis flower; more than 8 grams of cannabis concentrate; or edible cannabis products, lower-potency hemp edibles, or hemp-derived consumer products infused with more than 800 milligrams of THC:
 - To a minor and the defendant is more than 36 months older than the minor.
 - Within 10 years of two or more convictions of sale in the second or third degree.
 - Within 10 years of a conviction of first degree
- *Sale of cannabis in the second degree.* May be sentenced to imprisonment for not more than one year or to payment of a fine of not more than \$3,000, or both if an adult:
 - Unlawfully sells more than 2 ounces of cannabis flower; more than 8 grams of cannabis concentrate; or edible cannabis products, lower-potency hemp edibles, or hemp-derived consumer products infused with more than 800 milligrams of THC:
 - In a school zone, a park zone, or a drug treatment facility; or
 - Within 10 years of a conviction of sale of cannabis in the first, second, or third degree.
 - Unlawfully sells cannabis flower, cannabis concentrate, edible cannabis products, lower-potency hemp edibles, or hemp-derived consumer products to a minor.
- *Sale of cannabis in the third degree.* An adult may be sentenced to imprisonment for not more than 90 days or to payment of a fine of not more than \$1,000, or both, if the adult unlawfully sells:
 - More than 2 ounces of cannabis flower.
 - More than 8 grams of cannabis concentrate.
 - Edible cannabis products, lower-potency hemp edibles, or hemp-derived consumer products infused with more than 800 milligrams of THC.
- *Sale of cannabis in the fourth degree.* An adult is guilty of a petty misdemeanor if they unlawfully sell:
 - Not more than 2 ounces of cannabis flower.
 - Not more than 8 grams of cannabis concentrate.

- Edible cannabis products, lower-potency hemp edibles, or hemp-derived consumer products infused with not more than 800 milligrams of THC.

A sale for no remuneration by an individual over the age of 21 to another individual over the age of 21 is not unlawful as cannabis sale in the fourth degree.

- *Sale of cannabis by a minor.* A minor is guilty of a petty misdemeanor if the minor unlawfully sells:

- Not more than 2 ounces of cannabis flower.
- Not more than 8 grams of cannabis concentrate.
- Edible cannabis products, lower-potency hemp edibles, or hemp-derived consumer products infused with not more than 800 milligrams of THC.

A minor is guilty of a misdemeanor if the minor unlawfully sells:

- More than 2 ounces of cannabis flower.
- More than 8 grams of cannabis concentrate.
- Edible cannabis products, lower-potency hemp edibles, or hemp-derived consumer products infused with more than 800 milligrams of THC.

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Q23. Can a person be charged with a crime for cultivating cannabis?

A23. Beginning Aug. 1, 2023, the following are crimes related to the cultivation of cannabis.

- *Cultivation of cannabis in the first degree.* A person is guilty of cultivation of cannabis in the first degree and may be sentenced to imprisonment for not more than five years or to payment of a fine of not more than \$10,000, or both, if the person unlawfully cultivates more than 23 cannabis plants.
- *Cultivation of cannabis in the second degree.* A person is guilty of cultivation of cannabis in the second degree and may be sentenced to imprisonment for not more than one year or to payment of a fine of not more than \$3,000, or both, if the person unlawfully cultivates more than 16 cannabis plants but not more than 23 cannabis plants.

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Q24. Can a person be charged with a crime for using cannabis in public?

A24. Beginning Aug. 1, 2023, a city may adopt an ordinance establishing a petty misdemeanor offense for a person who unlawfully uses cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place other than the following.

- A private residence including the person's curtilage or yard.
- Private property not generally accessible by the public, unless the person is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property.
- The premises of an establishment or event licensed to permit on-site consumption.

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Q25. How do our officers determine if a driver is under the influence of adult-use cannabis?

A25. Officers will need to use the same process for determining if a person is under the influence of cannabis while operating a vehicle as they would have prior to the new law being enacted.

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Q26. Is it a crime to use cannabis products while operating a motor vehicle?

A26. It is a misdemeanor for a person to use cannabis flower, a cannabis product, a lower-potency hemp edible, a hemp-derived consumer product, or any other product containing an artificially derived cannabinoid in a motor vehicle when the vehicle is on a street or highway.

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Q27. Is it a crime to possess cannabis products in a motor vehicle?

A27. Beginning Aug. 1, 2023, a person may be charged with a misdemeanor if they possess cannabis products in a motor vehicle on a street or highway if the products meet any of the following conditions:

- Do not meet the packaging requirements set in statute.
- Have been removed from the packaging in which they were sold.
- Are in packaging that has been opened, or the seal has been broken.
- Are in packaging in which the contents have been partially removed.

It is not considered a crime if the cannabis products are in the trunk of the vehicle or in another area of the vehicle not normally occupied by the driver and passengers if the vehicle is not equipped with a trunk. A utility compartment or glove compartment is deemed to be within the area occupied by the driver and passengers.

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Q28. Could cities prohibit the sale of adult-use cannabis entirely?

A28. Cities may not prohibit the possession, transportation, or use of cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products authorized by the new law.

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Q29. Is our city required to adopt regulations under the new law?

A29. Cities are not required to adopt any new regulations under the new law. However, they will be required to register retail sellers and perform compliance checks.

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Q30. Are prior convictions for cannabis use expunged and what is the city's role in that process?

A30. Certain cannabis-related convictions will be expunged by the Bureau of Criminal Apprehension. Upon receipt of a notice of expungement, cities are required to seal all records

related to the expungement, including the records of the person's arrest, indictment, trial verdict, and dismissal or discharge of the case.

Certain felony convictions will be reviewed by the Cannabis Expungement Board to determine what, if any, action should be taken related to a prior conviction. Cities will be required to provide the Cannabis Expungement Board free access to records held by law enforcement agencies or prosecuting authorities.

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Q31. Can a city prohibit the use of cannabis in public places?

A31. A city may adopt an ordinance establishing a petty misdemeanor offense for a person who unlawfully uses cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place other than the following:

- A private residence including the person's curtilage or yard.
- Private property not generally accessible by the public, unless the person is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property.
- The premises of an establishment or event licensed to permit on-site consumption.

Cities will need to work with their city attorney to craft an ordinance defining the areas where cannabis use will be prohibited.

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Q32. Can our city ban the smoking of cannabis in public places?

A32. A city may adopt an ordinance establishing a petty misdemeanor offense for a person who unlawfully uses cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products in a public place other than the following:

- A private residence including the person's curtilage or yard.
- Private property not generally accessible by the public, unless the person is explicitly prohibited from consuming cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products on the property by the owner of the property.
- The premises of an establishment or event licensed to permit on-site consumption.

In addition, under the Minnesota Clear Indoor Air Act, cities are authorized to adopt more stringent regulations on smoking to protect individuals from secondhand smoke or from involuntary exposure to aerosol or vapor from electronic smoking devices. Cities have used this authority to prohibit smoking of tobacco products in public areas including parks, distances from business entrances, and outdoor restaurant patios. This same authority could be used to prohibit the smoking of cannabis in those areas.

Cities should check their ordinances to determine if a prohibition on smoking tobacco products in public places would also apply to cannabis products.

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City regulation

Q33. Can the city require sellers to have a city-issued license?

A33. A city may not require additional licenses other than the cannabis licenses issued by the OCM. However, the OCM will forward applications to cities for them to certify whether the proposed cannabis business complies with local zoning ordinance and, if applicable whether the proposed business complies with the state fire and building code. The OCM may not issue a license to a cannabis business that does not meet local zoning and land use laws.

In addition, upon receipt of an application for a cannabis license, the OCM will contact the city in which the business would be located and provide the city with 30 days in which to provide input on the application. This is the city's opportunity to provide the OCM with any additional information it believes is relevant to the OCM's decision on whether to issue a license, including but not limited to identifying concerns about the proposed location of a cannabis business, or sharing public information about the applicant.

Before a cannabis business begins making retail sales, it will be required to register with the city in which it is located.

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Q34. When is our city required to issue retail registration to a cannabis retail business?

A34. A city is required to issue a retail registration to a cannabis microbusiness with a retail operations endorsement, cannabis mezzobusiness with a retail operations endorsement, cannabis retailer, medical cannabis retailer, or lower-potency hemp edible retailer that:

- Has a valid license issued by the OCM.
- Has paid the registration fee.
- Is found to be in compliance with the requirements of the applicable state laws through a preliminary compliance check performed by the city.
- Is current on all property taxes and assessments at the location where the retail establishment is located.

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Q35. Can a retail registration issued by our city be transferred?

A35. Retail registration may not be transferred.

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Q36. Is our city required to conduct compliance checks on businesses with a cannabis retail registration?

A36. Cities will be required to conduct compliance checks on retail cannabis businesses with a retail registration by the city. The OCM will develop standardized forms and procedures for these compliance checks.

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Q37. Can our city charge a fee for a cannabis retail registration?

A37. A city may impose an initial retail fee of \$500 or up to half the amount of the applicable initial license fee charged by the OCM, whichever is less. The city may also charge a renewal retail registration fee of \$1,000 or up to half the amount of the applicable renewal license fee charged by the OCM, whichever is less.

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Q38. Can my city limit the number of cannabis retailer licenses issued in our city?

A38. A city that issues cannabis retailer registrations may, by ordinance, limit the number of licensed cannabis retailers, cannabis mezzobusinesses with a retail operations endorsement, and cannabis microbusinesses with a retail operations endorsement to no fewer than one registration for every 12,500 residents. In addition, if a county has one active registration for every 12,500 residents, a city within the county is not obligated to register any additional cannabis businesses.

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Q39. How does this impact my city's existing license for THC products?

A39. It appears that cities may continue to license edible cannabinoid products until the OCM begins issuing licenses. Those businesses that sell edible cannabinoid products to consumers must register with the Minnesota Department of Health by Oct. 1, 2023. However, once the OCM begins issuing lower-potency hemp edible retailer licenses, cities are likely preempted from continuing to issue their own licenses and would begin registering retailers through the city's cannabis retailer registration process.

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Q40. Which state agency is charged with regulating edible cannabinoid products until the OCM begins licensing cannabis products?

A40. The Minnesota Department of Health is now charged with the regulations of edible cannabinoid products until the OCM begins issuing licenses. [Learn more on the Minnesota Department of Health website.](#)

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Q41. What changes have been made to the edible cannabinoid law adopted in 2022?

A41. The new law allows for the continued sale of certain edible cannabinoid products with new limitations including:

- Manufacturers must have each batch of products tested to certify they comply with the standards adopted by the Minnesota Department of Health.
- Manufacturers must disclose information regarding foreign materials applied or added to the products.
- Labels must contain a batch number.

- Beverages cannot contain more than two servings per container.
- Edible cannabinoid products may not contain artificially derived or synthetic cannabinoids.
- Edible cannabinoid products, other than beverages, must be displayed behind a checkout counter.
- Retailers must verify age of purchaser.

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Q42. Can edible cannabinoid products be sold for on-site consumption?

A42. Until the OCM begins issuing licenses, the on-site consumption of edible cannabinoid products is limited to those businesses with an on-sale liquor license issued under Minnesota Statutes, Chapter 340A. In addition, the following conditions must be met:

- Products must be served in original.
- Products may not be sold to an intoxicated customer.
- Products must not be permitted to be mixed with alcoholic beverages.
- Products removed from packaging must remain on premises.

After the OCM is set up, it will issue on-site consumption endorsements for cannabis license holders.

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Q43. Will I be able to prohibit cannabis events in my city?

A43. The new law authorizes temporary cannabis events lasting no more than four days. To be approved for a cannabis event license, applicants must obtain any necessary permits or licenses issued by a local unit of government. Cities may not prohibit cannabis events, but they may set standards which the event organizer must meet. Cities may also permit on-site consumption for events but are not required to.

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Q44. How does this impact my city's existing THC license program?

A44. Local THC licenses may continue until the OCM begins issuing its own licenses, which state agencies anticipate beginning in January of 2025. When the OCM licensing begins, cities will need to follow the retail registration procedures outlined in the law.

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Q45. How does the new law impact my city's existing THC moratorium?

A45. The new law does not affect a current moratorium. If a city adopted a moratorium on low-potency edibles, it remains in place and will expire as noted when it was adopted.

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Q46. Can the city's zoning regulation restrict where a business can operate?

A46. Cities are allowed to adopt reasonable restrictions on the time, place, and manner of the operations of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses. Cities may prohibit the operations of a cannabis business within 1,000 feet of a school, or 500 feet of a day care, residential treatment facility, or an attraction within a public park that is regularly used by minors, including a playground or athletic field.

The OCM will develop model ordinances for reasonable restrictions on the time, place, and manner of a cannabis business.

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Q47. Can cities adopt a moratorium prohibiting the sale, manufacturing, or distribution of adult-use cannabis to study the issue?

A47. Cities may adopt an interim ordinance if:

- It is conducting studies.
- Has authorized a study to be conducted.
- Has held or has scheduled a hearing for the purpose of considering adoption or amendment of reasonable restriction on the time, place, and manner of the operation of a cannabis business as defined in the new law.

Before adopting an interim ordinance, the city must hold a public hearing on the issue. The interim ordinance may be in place until Jan. 1, 2025. The authority for an extended moratorium does not apply to the sale or production of low-potency hemp edible products.

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Q48: What if my city has complaints about a licensed cannabis business?

A48. The OCM will establish an expedited complaint process to receive, review, and respond to complaints made by cities about a cannabis business. The OCM will be required to respond to the complaint within seven days and perform any necessary inspections within 30 days. If certain cannabis businesses are deemed by the city to pose an immediate threat to the health or safety of the public, the OCM must respond within one business day.

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Q49: Can a city deny a liquor license if they find that the business is selling cannabis or low-potency hemp products without a license?

A49. Yes. The new law prohibits a retail license from being issued to a person who has had a license or registration issued under ch. 342 or Minn. Stat. § 151.72, subd. 5b revoked; has been convicted of an offense under Minn. Stat. § 151.72, subd. 7; or has been convicted under any other statute for the illegal sale of marijuana, cannabis flower, cannabis products, lower-potency hemp edibles, hemp-derived consumer products, or edible cannabinoid products and the sale took place on the premises of a business that sells intoxicating liquor or 3.2% malt liquor.

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Q50. Can a city suspend or revoke a tobacco license if they find that they are selling cannabis or low-potency hemp products without a license?

A50. Yes. The new law allows a tobacco license to be suspended or revoked if the licensee has a registration or licensed under ch. 342 or Minn. Stat. § 151.72, subd. 5b revoked; is convicted of an offense under Minn. Stat. § 151.72, subd. 7; or has been convicted under any other statute for the illegal sale of marijuana, cannabis flower, cannabis products, lower-potency hemp edibles, hemp-derived consumer products, or edible cannabinoid products and the sale took place on the premises of a business that sells tobacco. A city must provide notice and an opportunity for a hearing before suspension or revocation.

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City employment and personnel issues

Q51. Does the new law allowing adult-use cannabis change anything about how we do drug testing for CDL holders?

A51. No, cities with positions requiring an employee to hold a commercial driver's license (CDL) will recall these positions are regulated by federal law, and those regulations are supervised by the Federal Department of Transportation (DOT). Federal law preempts state law related to cannabinoid use; in fact, the DOT states in its [DOT Recreational Marijuana Notice](#) that it does not authorize the use of Schedule I drugs, including marijuana, for any reason. As a result, cities should continue to follow their drug-testing procedures related to CDL holders and may enforce prohibitions against any use of cannabinoids for CDL holders, regardless of state law protections.

Cities can find more information on existing drug testing policies in the [LMC Drug and Alcohol Testing Toolkit](#), starting on page 22. An updated model Non-DOT Drug, Alcohol and Cannabis Policies will be available once legal consultants have reviewed.

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Q52. Does the new law change anything related to employees who carry a firearm?

A52. No. Public safety employees who carry a firearm cannot lawfully use marijuana under federal law. Federal law prohibits cities from providing firearms or ammunition to an employee it knows or has reason to think is using marijuana. Although there is a legal difference between marijuana products and hemp products, it may not be possible to differentiate the products in a drug test. Officers should be mindful of any substance they ingest because they are ultimately responsible if those products lead to a positive marijuana test.

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Q53. Besides positions requiring a CDL or carrying a firearm, are there any other positions which are not affected by the new law?

A53. Yes. The law excludes the following seven position classes from the law's changes:

1. A safety-sensitive position, as defined in as defined in Minn. Stat. § 181.950, subd. 13.

2. A peace officer position, as defined in Minn. Stat. § 626.84, subd. 1.
3. A firefighter position, as defined in Minn. Stat. § 299N.01, subd. 3.
4. A position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to:
 1. Children.
 2. Vulnerable adults, as defined in Minn. Stat. § 626.5572, subd. 21.
 3. Patients who receive health care services from a provider for the treatment, examination, or emergency care of a medical, psychiatric, or mental condition.
5. A position funded by a federal grant.
6. Any other position for which state or federal law requires testing of a job applicant or employee for cannabis.
7. A position requiring a commercial driver's license or requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or employee.

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Q54. Can we still prohibit employees from being under the influence of cannabis while at work? Does the League have a model policy with updated language?

A54. Yes, employers can continue to prohibit employees from being under the influence of cannabis products, while at work. For employers, a key focus will be workplace safety with the consideration that cannabis is more difficult to detect and test than alcohol. Employers may continue to maintain drug-free policies at the workplace and discipline employees who use cannabis during working hours or who report to work impaired.

Under the Occupational Safety and Health Administration's (OSHA) General Duty Clause of the Occupational Safety and Health Act, employers are required to furnish a workplace free from recognized hazards that are likely to cause serious physical harm. This provision of the Act is typically used in accident cases where toxicology screens are positive. OSHA's new electronic recordkeeping rule, clarified on Oct. 11, 2018, states "If the employer chooses to use drug testing to investigate the incident, the employer should test all employees whose conduct could have contributed to the incident, not just employees who reported injuries," with respect to using drug testing to evaluate the root cause of a workplace incident that harmed or could have harmed employees. Thus, a non-DOT drug and cannabis-city testing policy with protocols following this guidance is important.

Under the new law, employers can enact and enforce work policies prohibiting the use, possession, and impairment of cannabis while at work or operating employer vehicles, equipment, and machinery. It is difficult to test for cannabis to determine if an employee is currently under the influence due to the drug's ability to be detectable for weeks after it is used. With the prohibitions on disciplining employees other than those listed in [Q3](#), employers will be in a difficult position to take action against an employee who tests positive for cannabis. A best practice is for cities to train supervisors about the behavioral signs and symptoms of drug and cannabis use as well as how to document observations of potential impairment so should a situation occur in the workplace, supervisors can effectively respond and document what they observed leading to the situation.

An updated model Non-DOT Drug, Alcohol and Cannabis Policies will be available once legal consultants have reviewed.

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Q55. If an employee is injured while being under the influence of cannabis at work, are they still entitled to workers' compensation benefits?

A55. While each case is very fact-specific, the general rule is that if the injury was intentionally self-inflicted or the intoxication of the employee is the proximate cause of the injury, then the employer is not liable for compensation. The burden of proof of these facts is upon the employer.

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Q56. Can employees be in possession of edibles or other cannabis products while at work?

A56. Cities may enact policies prohibiting employees from bringing cannabis products, including edibles, to work. A best practice is for cities to train supervisors about the behavioral signs and symptoms of drug and cannabis use as well as documenting observations of potential impairment so should a situation occur in the workplace, supervisors can effectively respond and document what they observed leading to the situation.

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Q57. Do we need to change anything in our collective bargaining agreement (CBA) regarding discipline of employees who use cannabis products?

A57. Maybe. If cities have policies within their CBAs that relate to cannabis use and discipline, cities should consult with their city attorney to determine if any changes are needed. CBAs may address cannabis and cannabis testing, but the CBAs must at least meet the minimum employee rights guaranteed by the statute.

Ensure your city's drug and cannabis-testing policies have been updated and your supervisors are trained on the behavioral signs and symptoms associated with impairment as well as documenting observations of potential impairment. If the CBA includes language that policy changes need to be negotiated, then there would need to be a meeting with the union if the city's policy changes.

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Q58. Can employees use cannabis products off-duty?

A58. It depends. See [Q1](#), [Q2](#), and [Q3](#) for a list of employees who can be prohibited from using cannabis products both on and off duty due to federal or state regulations. Other employees would be able to use cannabis products while they are off duty, if they are not impaired at work. If there are any questions regarding whether an employee could be prevented from using cannabis products while off-duty, please consult your city attorney before any action is taken.

In addition, the law prohibits an employer from taking adverse employment action against an employee who is a patient in the state's medical cannabis program unless a failure to do so

would violate federal or state law or regulations, or cause an employer to lose a monetary or incensing-related benefit under federal law or regulations.

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Q59. How does this impact the requirements of the Drug-Free Workplace Act?

A59. It does not. The Drug-Free Workplace Act of 1988 (DFWA) requires federal grantees and contractors to implement a drug-free workplace policy and establish a drug-free awareness program as a precondition for receiving a federal grant or a contract. However, the DFWA does not require covered employers to test employees for drugs or terminate them for drug-related violations, so the new Minnesota state law does not impact the DFWA directly. Minnesota law allows employers to prohibit employees from bringing legal cannabis products to work and permits employers to prohibit employees from being under the influence while at work. It would be best practice for cities with drug-free work policies to keep those in effect. If a city wishes to do so, it can update its policy to include lawful cannabis products within its scope.

An updated model Non-DOT Drug, Alcohol and Cannabis Policies will be available once legal consultants have reviewed.

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Q60. Should my city continue to include cannabis as a pre-employment panel screen for my non-DOT/safety-sensitive employees?

A60. The new Minnesota law prohibits an employer from refusing to hire an applicant simply because of a positive cannabis drug test. There are exceptions for positions where such testing and denial of job offer is required under applicable federal or state law. Cities will want to refer to the Q3, which provides a list of positions excepted from cannabis testing prohibitions. Practically speaking, if a position is not excepted, cities will need to determine whether they want to continue to test for cannabis in light of the limitation of the testing and confer with their city attorney before taking an action as a result of a positive test.

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Edible cannabinoid products

Q61. What is an edible cannabinoid product?

A61. An edible cannabinoid product is any product that is intended to be eaten or consumed as a beverage by humans, contains a cannabinoid in combination with food ingredients and is not a drug. The edible product must contain a maximum of 5 mg THC per serving. Edible cannabinoid products do not include products that are intended to be smoked or vaped.

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Q62. What are the labeling requirements for edible cannabinoid products?

A62. Label's on THC edible products must include the following:

- Name, location, phone number, and website of manufacturer.

- Name and address of independent accredited laboratory used to test product.
- Batch number
- Amount or percentage of cannabinoids in each unit of the product.
- Statement stating that the product does not claim to diagnose, treat, cure, or prevent any disease and has not been evaluated or approved by the FDA.
- No claim that the product may be used or is effective for the prevention, treatment, or cure of a disease; or that it may be used to alter the structure or function of human or animal bodies, unless the claim has been approved by the FDA.
- Serving size
- Cannabinoid profile per serving and total.
- Ingredients
- The following Statement, “Keep this product out of reach of children.”

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Q63. What are the restrictions on edible cannabinoid products?

A63. Edible cannabinoid product in Minnesota must meet the following requirements:

- Products may not bear likeness or contain cartoon-like characteristics of a real or fictional person, animal, or fruit that appeals to children.
- Products may not be modeled after a brand of products primarily consumed by or marketed to children.
- Products may not be made by applying cannabinoids to a commercially available candy or snack food item.
- Products may not contain other non-FDA approved ingredients.
- Products may not be packaged in a way that resembles other commercially available food products.
- Products may not be packaged in a container that includes items that could reasonably mislead a person to believe the package contains anything but an edible cannabinoid product.
- Must be packaged in child resistant, tamper-evident, and opaque packaging except if intended to be consumed as beverage.
- Contain no more than 5 mg THC per serving.
- Contain no more than 50 mg THC per package.
- Only contain Delta-8 or Delta-9 THC.
- Must be stored behind counter or in locked space.
- Must not be sold to those under the age of 21.

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Q64. Can edible cannabinoid products be sold for on-site consumption?

A64. Edible cannabinoid products can be sold for on-site consumption if the seller also holds an on-sale liquor license. Products sold for on-site consumption may not be mixed with alcohol and may not be sold to a customer who the retailer knows or reasonably should know is intoxicated.

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Q65. Can an exclusive liquor store sell edible cannabinoid products?

A65. An exclusive liquor store is authorized under state law to sell edible cannabinoid products.

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Q66. Do retailers that sell edible cannabinoid products need to register with the state?

A66. Sellers of edible cannabinoid products must register with the state of Minnesota by Oct. 1, 2023. A registration system is being developed by the state and should be open on Aug. 1, 2023.

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Q67. Who should I contact if a retailer is selling noncompliant products in my city?

A67. The Minnesota Department of Health (MDH) has established a complaint form to be used if a person suspects that an edible cannabinoid product is being sold in violation of state law. [Access the MDH complaint form](#). In addition, MDH has created a [Hemp-Derived Cannabinoid Product Compliance Fact Sheet for retailers \(pdf\)](#).

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Q68. Where can I find more information on edible cannabinoid products?

A68. Visit the [Minnesota Department of Health webpage of frequently asked questions about edible cannabinoid products](#). In addition, MDH has created a [Hemp-Derived Cannabinoid Product Compliance Fact Sheet for retailers \(pdf\)](#).

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Your LMC Resource

Research & Information Service staff members are ready to help you apply their broad knowledge to the issues you're dealing with today.

[Access online form to submit a question](#), or call us: (651) 281-1200 or (800) 925-1122

CC Work Session

Meeting Date: 02/13/2024

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

Information

Title:

Review Future Topics/Calendar

Purpose/Background:

Attached is the current list of future topics for work session discussions. Items are drawn from Council requests at meetings, or are related to topics that have been identified in the City's strategic plan. Tentative dates have been assigned.

Timeframe:

Funding Source:

Responsible Party(ies):

Outcome:

For Council review - no formal action necessary.

Attachments

Future Topics List

Form Review

Inbox

Brian Hagen

Form Started By: Katie Schmidt

Final Approval Date: 02/08/2024

Reviewed By

Brian Hagen

Date

02/08/2024 02:40 PM

Started On: 02/08/2024 02:29 PM

| Row # | | <u><i>Tentative City Council Future Work Session Topics</i></u> | |
|-------|---------------|---|--------------------|
| | Proposed Date | Topic | Minutes (Estimate) |
| | 2024 | | |
| | Feb 27 | Further Personnel Policy Discussion | 60 |
| | Feb 27 | Strategic Planning | 30 |
| | April | Discuss Sign Ordinance | 30 |
| | TBD | Discuss Recycling Program | 45 |
| | TBD | Discuss Solicitor License approval process | 15 |
| | TBD | Continue Policy Project Discussion – continue Park Policy discussion – Riverblood | 30 |
| | TBD | Draft Trail Maintenance Policy – Riverblood | 30 |
| | TBD | Draft Stormwater Pond Maintenance Policy – Westby | 30 |
| | TBD | Review procedure/policy/best practice for introduction of resolutions/proclamations – Staff | 20 |
| | TBD | Discuss Council and B/C Remote Meetings Policy - Staff | 15 |
| | TBD | Development Interest Info to Council | |
| | TBD | Decorum of Council Towards Meeting Attendees | |