



Board of Commissioners

Agenda

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

March 21, 2023 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of March 21, 2023 is Presented for Approval** [2023-036](#)

Sponsors: County Manager's Office

Approve the agenda of March 21, 2023.

2. **Minutes from March 14, 2023 are Presented for Approval** [2023-037](#)

Sponsors: County Manager's Office

Approve the March 14, 2023 Minutes.

ADMINISTRATIVE ITEMS

3. **2023 Capital Improvement Program Bond Series 2023B - Parameter & Reimbursement Resolutions** [2023-015](#)

Sponsors: Finance

1. Approve the parameters for the general obligation bond sales for Series 2023B.
2. Establish the Pricing Committee, which consists of the County Board Chair (County Board Vice-Chair as alternate), County Manager and Chief Finance Officer.
3. Authorize the County Manager to use 2023B bond proceeds to reimburse the county for costs incurred.

4. **Authorization for 2023B Bond Sale** [2023-075](#)

Sponsors: Finance

1. Authorize a general obligation bond sale of up to \$40,000,000 of principal.
2. Set April 17, 2023, as the bond sale award date for proposals received and report to Ramsey County Board on April 18, 2023

5. **Joint Powers Agreement with the City of Saint Paul for the American Rescue Plan Act Innovation in Community and Safety Grant** [2023-107](#)

Sponsors: Social Services

- 1. Approve the Joint Powers Agreement with the city of Saint Paul from July 22, 2022, through April 30, 2023.
- 2. Authorize the Chair and Chief Clerk to approve and execute the Joint Powers Agreement

6. First Amendment to the Joint Powers Agreement with City of Saint Paul Housing and Redevelopment Authority for Housing Trust Fund [2023-113](#)

Sponsors: Housing Stability

- 1. Approve the First Amendment to the Joint Powers Agreement with the city of Saint Paul for the transfer of Housing Redevelopment Authority Housing Trust Fund dollars for the period of March 31, 2023, through March 31, 2024, in the amount of \$827,244.
- 2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.
- 3. Authorize the County Manager to execute the sole source agreement with Interfaith Action of Greater Saint Paul, provided the amounts are within the limits of available funding.

7. Joint Powers Agreement with Metropolitan Soil and Water Conservation Districts Technical Service Area Joint Powers Board for Metro Area Children’s Water Festival Program Host Services [2023-112](#)

Sponsors: Parks & Recreation

- 1. Approve the Joint Powers Agreement with Metropolitan Soil and Water Conservation Districts Technical Service Area Joint Powers Board for Metro Area Children’s Water Festival Program host services, for the period of January 1, 2023, to December 31, 2025.
- 2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

8. Rice Creek Commons Joint Development Authority Advisory Committee Vice Chair [2023-114](#)

Sponsors: Community & Economic Development

Affirm Commissioner Frethem as the Vice Chair of the Rice Creek Commons Joint Development Authority Advisory Committee.

LEGISLATIVE UPDATE

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

10 a.m.: Closed meeting - ****CLOSED TO PUBLIC****

Re: Rice Creek Commons Thumb Parcel and Maplewood Properties Request for Development
Interest – Courthouse Room 220, Large Conference Room

1:30 p.m.: Tour of Service Center at Maplewood Mall – Maplewood Mall (Suite 1022A) – 3001 White
Bear Avenue North, Maplewood, MN 55109

Advance Notice:

March 28, 2023 No county board meeting

April 4, 2023 County board meeting – Council Chambers

April 11, 2023 County board meeting – Council Chambers

April 18, 2023 County board meeting – Council Chambers



Board of Commissioners

Request for Board Action

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

Item Number: 2023-036

Meeting Date: 3/21/2023

Sponsor: County Manager's Office

Title

Agenda of March 21, 2023 is Presented for Approval

Recommendation

Approve the agenda of March 21, 2023.



Board of Commissioners

Request for Board Action

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

Item Number: 2023-037

Meeting Date: 3/21/2023

Sponsor: County Manager's Office

Title

Minutes from March 14, 2023 are Presented for Approval

Recommendation

Approve the March 14, 2023 Minutes.

Attachments

1.March 14, 2023 Minutes.



Board of Commissioners

Minutes

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

March 14, 2023 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:01 a.m. with the following members present: Frethem, McGuire, Moran, Ortega, Reinhardt, Xiong and Chair MatasCastillo. Also present were Ryan O'Connor, County Manager, and Sam Clark, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

Commissioner Frethem was absent during Roll Call and voting of the Administrative Items. She arrived at 9:08 a.m. and was present for the rest of the board meeting.

Present: MatasCastillo, McGuire, Moran, Ortega, Reinhardt, and Xiong

Absent: Frethem

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Presented by Commissioner Xiong:

Every community owes its existence and vitality to generations from around the world who contributed their hopes, dreams, and energy to making the history that led to this moment. Some were brought here against their will, some were drawn to leave their distant homes in hope of a better life, and some have lived on this land since time immemorial. Truth and acknowledgment are critical to building mutual respect and connection across all barriers of heritage and difference.

We are standing on the ancestral lands of the Dakota People. We want to acknowledge the Ojibwe, the Ho Chunk and the other nations of people who also called this place home. We pay respects to their elders past and present. Please take a moment to consider the treaties made by the tribal nations that entitle non-Native people to live and work on traditional Native lands. Consider the many legacies of violence, displacement, migration, and settlement that bring us together here today. And please join us in uncovering such truths at any and all public events.

1. Agenda of March 14, 2023 is Presented for Approval [2023-028](#)

Sponsors: County Manager's Office

Approve the agenda of March 14, 2023.

Motion by Moran, seconded by Reinhardt. Motion passed.

Aye: MatasCastillo, McGuire, Moran, Ortega, Reinhardt, and Xiong

Absent: Frethem

2. Minutes from March 7, 2023 are Presented for Approval [2023-035](#)

Sponsors: County Manager's Office

Approve the March 7, 2023 Minutes.

Motion by Ortega, seconded by McGuire. Motion passed.
Aye: MatasCastillo, McGuire, Moran, Ortega, Reinhardt, and Xiong
Absent: Frethem

ADMINISTRATIVE ITEMS

Commissioner Frethem was absent during Roll Call and voting of the Administrative Items. She arrived at 9:08 a.m. and was present for the rest of the board meeting.

4. Amendment to the Agreement with Minnesota Housing Finance Agency for Family Homelessness Prevention and Assistance Program [2023-110](#)

Sponsors: Housing Stability

1. Approve an amendment to the agreement with Minnesota Housing Finance Agency for Family Homelessness Prevention and Assistance Program upon execution, through September 30, 2023, in the amount of \$136,500, in accordance with the rates established in the agreement.
2. Authorize the Chair and Chief Clerk to execute the grant agreement.
3. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures provided the amounts are within the limits of the grant funding.

Motion by Xiong, seconded by Reinhardt. Motion passed.
Aye: MatasCastillo, McGuire, Moran, Ortega, Reinhardt, and Xiong
Absent: Frethem
Resolution: [B2023-041](#)

5. 2023 Unified Local Youth Plan for the Workforce Innovation and Opportunity Act and Minnesota Youth Program [2023-098](#)

Sponsors: Workforce Solutions

1. Approve the submission of the 2023 Unified Local Youth Plan for the Workforce Innovation and Opportunity Act Youth and Minnesota Youth Program.
2. Authorize the County Manager to apply for and accept youth program funds once funds become available from the Minnesota Department of Employment and Economic Development.
3. Authorize the County Manager to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Motion by Xiong, seconded by Reinhardt. Motion passed.
Aye: MatasCastillo, McGuire, Moran, Ortega, Reinhardt, and Xiong
Absent: Frethem
Resolution: [B2023-042](#)

3. Capital Improvement Program Budgeting Process Updates [2023-077](#)

Sponsors: Finance

1. Repeal part F of the Capital Improvement Program policies established under Resolution #87-089, *"All projects will be reviewed and analyzed as to the overall priority and relative importance according to the following priority order:*
 - *Protect Life/Safety*
 - *Maintain Public Health*

- *Replace Facility*
 - *Maintain Physical Property*
 - *Reduce Operating Costs*
 - *Protect Property*
 - *Provide Public Service*
 - *Provide Public Convenience*
 - *Enhance County Image”*
2. Repeal part C of the Capital Improvement Program established under Resolution #87-089, “No later than the second Monday in August of each year, the Executive Director shall submit the Capital Improvement Budget and Plan to the County Board.”
 3. Authorize the County Manager to amend the Capital Improvement Program budgeting process as needed to continuously reflect the vision, mission, goals, and values of Ramsey County.
 4. Authorize the County Manager to align the Capital Improvement Program budget submission to the board with the county’s operating budget.

Motion by Xiong, seconded by Reinhardt. Motion passed.

Aye: MatasCastillo, McGuire, Moran, Ortega, Reinhardt, and Xiong

Absent: Frethem

Resolution: B2023-043

LEGISLATIVE UPDATE

Presented by Commissioner MatasCastillo. Discussion can be found on archived video.

COUNTY CONNECTIONS

Presented by County Manager, Ryan O'Connor. Discussion can be found on archived video.

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

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

ADJOURNMENT

Chair MatasCastillo declared the meeting adjourned at 9:45 a.m.

CLOSED MEETING

Pursuant to Minnesota Statutes § 13D.05, subd. 3(c)(3) (to develop or consider offers or counteroffers for the purchase or sale of real property), the Ramsey County Board will meet in a closed meeting, which is not open to the public.

In Re Ramsey County Care Center: The property that is the subject of this meeting is located in the City of Maplewood.

The Closed Meeting was called to order at 1:34p.m.

Present: Commissioners Frethem, McGuire, Moran, Ortega, Reinhardt, Xiong and Chair

MatasCastillo. Also present: Ryan O'Connor, County Manager; Johanna Berg, Deputy County Manager - Economic Growth and Community Investment Service Team; Jean Krueger, Director, Property Management; Alex Kotze, Chief Financial Officer, Finance; Amy Schmidt, Assistant County Attorney, Office of the Ramsey County Attorney; Kathy Hedin, Deputy County Manager - Health and Wellness Service Team; Bianca Fucini, Budget Analyst, Finance; Chris Bogut, Healthcare Compliance Manager, County Manager's Office; and Mee Cheng, Chief Clerk - County Board, County Manager's Office.

The Board of Ramsey County Commissioners authorized the Ramsey County staff to proceed as discussed in this closed meeting.

The closed meeting was adjourned at 2:56 p.m.

Board of Commissioners

Request for Board Action

Item Number: 2023-015

Meeting Date: 3/21/2023

Sponsor: Finance

Title

2023 Capital Improvement Program Bond Series 2023B - Parameter & Reimbursement Resolutions

Recommendation

1. Approve the parameters for the general obligation bond sales for Series 2023B.
2. Establish the Pricing Committee, which consists of the County Board Chair (County Board Vice-Chair as alternate), County Manager and Chief Finance Officer.
3. Authorize the County Manager to use 2023B bond proceeds to reimburse the county for costs incurred.

Background and Rationale

Each year, Ramsey County issues general obligation bonds that allow for investments in county facilities and to address other capital needs. The bonding process includes many reports to the Ramsey County Board, including an ordinance process and resolutions for the sale of the bonds. Traditionally, a specific sale date is set for the bonds and the details of the sale, including the rates, are reported to the Ramsey County Board at their next meeting.

For the 2023B bonds, the Finance department is bringing forward a parameters resolution for the Ramsey County Board's consideration. This resolution allows flexibility of the sale date based on the market on any given day and sets parameters for the circumstances in which the county can sell the bonds. The stock market can be very volatile and change from one day to the next as it responds to economic news, politics, Federal Reserve meetings and many other factors. In order to get the best value and be responsive to outside influences in the market, having more flexibility on the date of bond sales is recommended. The attached resolution delegates the Ramsey County Board's authority to the Pricing Committee, which includes the County Board Chair (County Board Vice-Chair as alternate), County Manager and Chief Finance Officer, to approve the sale of the bonds within the following parameters:

1. The total par amount of the bonds shall not exceed \$40,000,000;
2. The rate on the bonds shall not exceed 5.25% on a True Interest Cost basis; and
3. The final maturity of the bonds shall be no later than February 1, 2043.

The goal is to sell the 2023B bonds on April 17, 2023. With this flexibility, Finance will work with its financial advisor, Baker Tilly Municipal Advisors, LLC, to look at rates and market conditions going into that date and decide if it is the right time or if the county should wait for better market conditions. Once the bond bids are received, the Pricing Committee will meet to review against the parameters and approve the sale. Once the bonds are sold, Finance will report back to the Ramsey County Board on the details of the sale. This allows more flexibility and for the county to be responsive to the market and get the best rates possible. If the sale does not stay within the parameters set forth, Finance will return to the Ramsey County Board for revised authority.

In addition to the parameters authorization, Finance is requesting from the Ramsey County Board to provide its intent to reimburse expenditures before receipt of bond proceeds. This will allow Finance and Property

Management to capture expenditures made on the project that are eligible for bond funds before the bonds are issued and then reimburse the County with bond proceeds, including the costs of purchasing the buildings. The 2023B General Obligation bonds will be used for the 360 Wabasha building as well as Metro Square building. Property Management has been working in both of these buildings to plan, design, and renovate the space to meet the county space needs.

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

This action by itself does not have a measurable racial equity impact, as the action is just one step in the ordinance process required by the Ramsey County Home Rule Charter to issue bonds. The county plans to issue bonds to finance numerous capital improvement projects, each of which provides programs and services to the community. The racial equity impact should be considered by the county departments during the development of the associated programs and services for each capital project.

Community Participation Level and Impact

Ramsey County issues bonds to finance capital improvements identified in its annual capital improvement plan which is developed with public participation through the Capital Improvement Program Citizen's Advisory Committee (CIPAC), an advisory committee comprised of 14 residents, appointed by the Ramsey County Board, to assure public participation in the decision-making process. CIPAC reviews, rates, and recommends capital improvement projects. The Ramsey County Board also held a public hearing on November 22, 2022, as part of the Capital Improvement Program Bond Ordinance process to afford the public an opportunity to comment on each proposed project. Direct community participation should be incorporated through the county departments in the development of the programs and services associated with each capital project.

 Inform Consult Involve Collaborate Empower**Fiscal Impact**

The projects and financing are authorized in the 2023 Capital Improvement Program Budget and Financing Plan. The debt service required is included in the 2023 budget.

Last Previous Action

On January 17, 2022, The Ramsey County Board authorized the use of \$40 million of planned Capital Improvement Plan funds to make strategic investments in the 360 Wabasha and Metro Square building (Resolution B2023-018).

On November 22, 2022, the Ramsey County Board approved the 2023 Capital Improvement Program bond ordinance (Resolution B2022-262).

On November 15, 2022, the Ramsey County Board waived the second reading of the 2023 Capital Improvement Program bond ordinance (Resolution B2022-252) and held a public hearing.

On October 25, 2022, the Ramsey County Board waived the first reading of the proposed 2023 Capital Improvement Program bond ordinance (Resolution B2022-249).

Attachments

1. Parameters Resolution 2023B
2. Schedule of Events 2023B CIP Bond Sale

RESOLUTION AUTHORIZING
THE SALE OF GENERAL OBLIGATION CAPITAL
IMPROVEMENT PLAN BONDS, SERIES 2023B,
SUBJECT TO CERTAIN PARAMETERS;
FIXING THEIR FORM AND SPECIFICATIONS;
DIRECTING THEIR EXECUTION AND DELIVERY;
AND AUTHORIZING A TAX LEVY FOR THE PAYMENT THEREOF

A. WHEREAS, Ramsey County, Minnesota (the “County”) has adopted a Capital Improvement Plan for the years 2023 to 2027 (the “Plan”) pursuant to authority of its Home Rule Charter, rather than Minnesota Statutes, Section 373.40, Subdivision 3, and the Plan and a 2023 capital improvement budget provide for the financing and construction of various capital improvements in the County; and

B. WHEREAS, the Board of Commissioners of the County, by an ordinance adopted November 22, 2022, has determined that it is necessary and expedient to issue bonds in an aggregate principal amount, of up to \$59,000,000 plus the amount of any premium to finance (1) the costs of improvements set forth in the 2023 capital improvement budget of the County, as approved and amended, (2) the costs of any other improvements set forth in the County’s capital improvement budgets of any year and any other capital expenditures authorized by the County, to the extent proceeds of the Bonds are not expended on improvements set forth in the 2023 capital improvement budget, as approved and amended, pursuant to its Home Rule Charter and Minnesota Statutes, Chapter 475; and

C. WHEREAS, the ordinance was published on November 30, 2022, and has not been subjected to referendum by a petition filed within 45 days after said publication and is now effective; and

D. WHEREAS, it is necessary and expedient to the sound financial management of the affairs of the County to issue its General Obligation Capital Improvement Plan Bonds, Series 2023B (the “Bonds”), subject to certain parameters provided herein, in the aggregate principal amount of approximately \$40,000,000 plus the amount of any premium, to finance (1) various capital improvement projects in accordance with the County’s 2023 capital improvement budget, as approved and amended, including the acquisition and renovation of a building to be used as office space for the County (collectively, the “Improvements”) or (2) the costs of any other improvements set forth in the County’s capital improvement budgets of any year and any other capital expenditures authorized by the County, to the extent proceeds of the Bonds are not expended on improvements set forth in the 2023 capital improvement budget, as approved and amended; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Ramsey County, Minnesota, as follows:

Section 1. Sale of Bonds.

1.01 Terms of Bond Sale; Notice; Pricing Committee. The County has retained Baker Tilly Municipal Advisors LLC, St. Paul, Minnesota (“Baker Tilly”) as independent municipal

advisor, and, pursuant to Minnesota Statutes, Section 475.60, subdivision 2, paragraph 9, Baker Tilly is hereby authorized to solicit proposals for the Bonds on behalf of the County on a competitive basis without requirement of published notice. The terms of the Bonds and the sale thereof shall be approximately as set forth in the Terms of Proposal attached as **Exhibit A** hereto, which are hereby approved, as may be adjusted in accordance with the parameters set forth herein. The County hereby determines to sell the Bonds in accordance with the procedures set forth in **Exhibit A**. The County hereby establishes a pricing committee with respect to the sale of the Bonds comprised of the County Board Chair or the County Board Vice Chair, the County Manager, and the Chief Financial Officer (the "Pricing Committee"). The Pricing Committee is authorized and directed, upon satisfaction of the conditions for the issuance of the Bonds under the Act and with the advice of Baker Tilly MA, to (i) review proposals for the sale of the Bonds; (ii) award the sale of the Bonds to the prospective purchaser (the "Purchaser"), not later than 90 days from the date hereof, in an aggregate principal amount not to exceed \$40,000,000 plus any premium, with a true interest cost not to exceed 5.25% and a final maturity not later than February 1, 2043; (iii) approve the dates for optional redemption or any mandatory sinking fund redemption schedule; and (iv) approve the tax levy for the repayment of the Bonds. Subject to a determination by the Pricing Committee, the County hereby approves the sale of the Bonds to the Purchaser, at the price, par bond principal amount, maturity schedule, and rates to be determined by the Pricing Committee based on the lowest true interest cost.

1.02 Contract with the Purchaser. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the Debt Service Account of the Fund hereinafter created, or deposited in the Construction Account of the Fund hereinafter created, as determined by the Finance Director/Chief Finance Officer after consultation with the County's municipal advisor. The Chair of the County Board, Chief Clerk and County Manager are authorized to execute a contract with the Purchaser on behalf of the County, if requested by the Purchaser.

1.03 Terms and Principal Amounts of the Bonds. Subject to a determination by the Pricing Committee, the County will forthwith issue and sell the Bonds, pursuant to the Act, in an aggregate principal amount not to exceed \$40,000,000 plus any premium, originally dated the date of issuance, in fully registered form, in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as determined by the Pricing Committee, and maturing on February 1 in the years and amounts as determined by the Pricing Committee.

1.04 Optional Redemption. The Pricing Committee will determine whether and when the Bonds will be subject to optional redemption prior to maturity. If the Bonds are subject to optional redemption, the following provisions shall apply: Redemption may be in whole or in part and if in part, at the option of the County and in such manner as the County will determine. If less than all Bonds of a maturity are called for redemption, the County will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

Section 2. Registration and Payment.

2.01 Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02 Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2024, to the registered owners of record thereof as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

2.03 Registration. The County will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the County and the Registrar with respect thereto are as follows:

(a) Register. The Registrar will keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of the Bonds and the registration of transfers and exchanges of the Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the registered owner’s attorney in writing.

(d) Cancellation. All Bonds surrendered upon a transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the County.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer such Bond until the Registrar is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no

liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The County and the Registrar may treat the person in whose name a Bond, at any time, is registered, as of the applicable record date, in the bond register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for each transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to the Registrar that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the County and the Registrar will be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the County. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it will not be necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, written notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) at least 30 days prior to the redemption date to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04 Appointment of Initial Registrar. The County hereby appoints U.S. Bank Trust Company, National Association, St. Paul, Minnesota as the initial Registrar. The Chair and the Chief Clerk are authorized to execute and deliver, on behalf of the County, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation

is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The County agrees to pay the reasonable and customary charges of the Registrar for the services performed. The County reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the County Finance Director/Chief Finance Officer will transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05 Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the County Finance Director/Chief Finance Officer and executed on behalf of the County by the signatures of the Chair of its Board of Commissioners, its Chief Clerk, and its County Manager, provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of the Bonds, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the County Finance Director/Chief Finance Officer will deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as set forth in **EXHIBIT A**.

3.02 Approving Legal Opinion. The County Finance Director/Chief Finance Officer is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which will be complete except as to dating thereof and will cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01 Funds and Accounts. There is hereby created a special fund to be designated the "General Obligation Capital Improvement Plan Bonds, Series 2023B Fund" (the "Fund") to be administered and maintained by the Finance Director/Chief Finance Officer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the County. The Fund shall be maintained in the manner herein specified until the Bonds have been fully paid. There shall be maintained in the Fund two separate accounts, to be designated the

“Construction Account” and “Debt Service Account”, respectively, to which shall be credited and debited all income and disbursements as hereinafter set forth.

(i) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Bonds, plus any amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Construction Account in accordance with Section 1.02, less the appropriations made in paragraph (ii). From the Construction Account there shall be paid the costs and expenses of the Improvements, including the cost of any contracts heretofore let or entered into and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65, and the costs of issuance of the Bonds; and the moneys in said account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes herein levied or covenanted to be levied; and provided further that if upon completion of the Improvements there shall remain any unexpended balance in the Construction Account, the balance may be transferred by the Board of Commissioners to the fund of any other capital improvement undertaken pursuant to the Plan, or used to pay the costs of any other purpose permitted by law.

(ii) Debt Service Account. There are hereby irrevocably appropriated and pledged to, and there shall be credited to, the Debt Service Account: (a) the proceeds of the ad valorem taxes herein or hereafter levied (the “Taxes”) for the Bonds, (b) capitalized interest financed from Bond proceeds, if any; (c) any amount over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Account in accordance with Section 1.02; (d) all investment earnings on amounts in the Debt Service Account; and (e) any other funds appropriated for the payment of principal or interest on the Bonds. If a payment of principal or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Account to pay the same, the Finance Director/Chief Finance Officer is directed to pay such principal or interest from the general fund or other funds of the County, and such fund will be reimbursed for those advances out of the proceeds of Taxes when collected.

4.02 Filing. The County Manager, or designee, is authorized and directed to file a certified copy of this resolution with the County Auditor and to obtain the certificate required by Section 475.63 of the Act and the tax levy required by law has been made.

4.03 Tax Levy; Coverage Test.

(a) To provide moneys for payment of the principal and interest on the Bonds, there is hereby levied upon all of the taxable property in the County a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the County. The Taxes will be credited to the Debt Service Fund above provided and will be in the years and amounts as to be set for in the certificate of the Pricing Committee.

(b) The tax levies are such that if collected in full they, together with estimated collections of other revenues herein pledged for the payment of the Bonds, will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the

Bonds. The tax levies shall be irrevocable so long as any of the Bonds are outstanding and unpaid, provided that the County reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

Section 5. Authentication of Transcript.

5.01 County Proceedings and Records. The officers of the County are authorized and hereby directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the County relating to the Bonds and to the financial condition and affairs of the County, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the County as to the facts stated therein.

5.02 Certification as to Official Statement. The Chair of the Board of Commissioners, the Chief Clerk, the County Manager and Finance Director/Chief Finance Officer or any of them, are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is, as of the date thereof, a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement, as it relates to the County and the Bonds.

5.03 Other Certificates. The Chair of the Board of Commissioners or the Vice Chair of the Board of Commissioners, the Chief Clerk, the County Manager and Finance Director/Chief Finance Officer or any of them, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the County or incumbency of its officers, at the closing the Chair of the Board of Commissioners, the Chief Clerk, the County Manager and Finance Director/Chief Finance Officer or any of them, shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Director of Finance shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04 Electronic Signatures. The electronic signature of the Chair of the Board of Commissioners, the Vice Chair of the Board of Commissioners, the Chief Clerk, the County Manager and Finance Director/Chief Finance Officer, or any of them, to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the County thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

Section 6. Tax Covenants.

6.01 Tax Exempt Bonds. The County covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. To that end, the County will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments and limitations on amounts invested at a yield greater than the yield on the Bonds.

6.02 Rebate. The County will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds and the rebate of excess investment earnings to the United States (unless the County qualifies for any exception from rebate requirements based on timely expenditure of proceeds of the Bonds, in accordance with the Code and applicable Treasury Regulations).

6.03 Not Private Activity Bonds. The County further covenants not to use the proceeds of the Bonds or to cause or permit the facilities financed by the Bonds, or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04 No Designation of Qualified Tax-Exempt Obligations. The Certificate has not been designated as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code.

6.05 Procedural Requirements. The County will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of County.

7.01 DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in the Pricing Certificate. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02 Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the County, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The County, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the County’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the County Director of Finance of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.,” will refer to such new nominee of DTC; and upon receipt of such a notice, the County Director of Finance will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03 Representation Letter. The County has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the County with respect to the Bonds will agree to take all action necessary for all representations of the County in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04 Transfers Outside Book-Entry System. In the event the County, by resolution of the Board of Commissioners, determines that it is in the best interests of the persons having beneficial interests, in the Bonds that they be able to obtain Bond certificates, the County will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the County will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the County and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the County will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05 Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01 County Compliance with Provisions of Continuing Disclosure Certificate. The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the County to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this section.

8.02 Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Chair of the Board of Commissioners, the Chief Clerk and the County Manager and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

Section 9. Defeasance. When all of the Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the County for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The County may discharge the Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Section 10. Reimbursement. (a) The County reasonably expects to reimburse the expenditures made for certain costs of the Improvements from the proceeds of tax-exempt bonds in a principal amount currently estimated not to exceed \$40,000,000. All reimbursed expenditures related to the Improvements will be capital expenditures, costs of issuance of the tax-exempt bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) under the Internal Revenue Code of 1986, as amended.

(b) This declaration of official intent (the “Declaration”) has been made not later than 60 days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of tax-exempt bonds, except for the following expenditures: (a) costs of issuance of tax-exempt bonds; (b) costs in an amount not in excess of the lesser of \$100,000 or 5% of the proceeds of the tax-exempt bonds; or (c) “preliminary expenditures” up to an amount not in excess of 20% of the aggregate issue price of the tax-exempt bonds that are reasonably expected by the County to finance the Improvements. The term “preliminary expenditures” includes architectural, engineering, surveying, soil testing, bond issuance and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of the Improvements, excluding land acquisition, site preparation, and similar costs incident to commencement of construction.

(c) This Declaration is an expression of the reasonable expectations of the County based on the facts and circumstances known to the County as of the date hereof. The anticipated original expenditures for the Improvements and the principal amount of the Bonds are consistent with the County’s budgetary and financial circumstances. No sources other than proceeds of tax-exempt bonds are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside pursuant to the County’s budget or financial policies to pay such expenditures for which bonds are issued.

Section 11. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

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

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA

COUNTY OF RAMSEY

I, the undersigned, being the duly qualified and acting Clerk of Ramsey County, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale, subject to certain parameters, of the General Obligation Capital Improvement Plan Bonds, Series 2023B of the County.

WITNESS my hand on this ___ day of _____, 2023.

Clerk

EXHIBIT A
TERMS OF PROPOSAL

THE COUNTY HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$40,000,000*

RAMSEY COUNTY, MINNESOTA

GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2023B

(BOOK ENTRY ONLY)

Proposals for the above-referenced obligations (the "Bonds") will be received by Ramsey County, Minnesota (the "County") on Monday, April 17, 2023 (the "Sale Date") until 11:00 A.M., Central Time (the "Sale Time") at the offices of Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), 30 East 7th Street, Suite 3025, Saint Paul, MN 55101, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by a designated Pricing Committee subsequent to the opening of proposals.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder or its proposal to reach Baker Tilly MA prior to the Sale Time, and neither the County nor Baker Tilly MA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the County to purchase the Bonds regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Completed, signed proposals may be submitted to Baker Tilly MA by email to bids@bakertilly.com, and must be received prior to the Sale Time.

OR

(b) **Electronic Bidding.** Proposals may also be received via PARITY[®]. For purposes of the electronic bidding process, the time as maintained by PARITY[®] shall constitute the official time with respect to all proposals submitted to PARITY[®]. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY[®] for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the County, its agents, nor PARITY[®] shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the County, its agents, nor PARITY[®] shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY[®]. The County is using the services of PARITY[®] solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY[®] is not an agent of the County.

If any provisions of this Terms of Proposal conflict with information provided by PARITY[®], this Terms of Proposal shall control. Further information about PARITY[®], including any fee charged, may be obtained from:

PARITY[®], 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

*Preliminary; subject to change.

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DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2024. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature February 1 in the years and amounts* as follows:

2024	\$1,740,000	2028	\$1,510,000	2032	\$1,835,000	2036	\$2,145,000	2040	\$2,510,000
2025	\$1,305,000	2029	\$1,585,000	2033	\$1,930,000	2037	\$2,225,000	2041	\$2,620,000
2026	\$1,375,000	2030	\$1,665,000	2034	\$1,995,000	2038	\$2,315,000	2042	\$2,730,000
2027	\$1,440,000	2031	\$1,750,000	2035	\$2,065,000	2039	\$2,410,000	2043	\$2,850,000

*The County reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the amount of any maturity or maturities in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Bonds as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the County for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository for the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the “Purchaser”), as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR AND PAYING AGENT

U.S. Bank Trust Company, National Association, Saint Paul, Minnesota will serve as registrar and paying agent (the “Registrar”) for the Bonds, and shall be subject to applicable regulations of the Securities and Exchange Commission. The County will pay for the services of the registrar.

OPTIONAL REDEMPTION

The County may elect on February 1, 2032, and on any day thereafter, to redeem Bonds due on or after February 1, 2033. Redemption may be in whole or in part and if in part at the option of the County and in such manner as the County shall determine. If less than all Bonds of a maturity are called for redemption, the County will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

*Preliminary; subject to change.

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SECURITY AND PURPOSE

The Bonds will be general obligations of the County for which the County will pledge its full faith and credit and power to levy direct general ad valorem taxes. The proceeds of the Bonds will be used to (i) finance the acquisition and improvement of certain facilities of the County for County purposes in accordance with the County's adopted 2022-2027 Capital Improvement Program Plan; and (ii) pay the costs associated with the issuance of the Bonds.

NOT BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The County will not designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BIDDING PARAMETERS

Proposals shall be for not less than \$40,140,052 plus accrued interest, if any, on the total principal amount of the Bonds. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the proposal form.

No proposal can be withdrawn or amended after the time set for receiving proposals unless award of the Bonds is not made by the Pricing Committee following the opening of proposals, as designated by the County pursuant to a resolution adopted on March 21, 2023.

ESTABLISHMENT OF ISSUE PRICE

In order to provide the County with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the County in establishing the issue price of the Bonds and shall complete, execute, and deliver to the County prior to the closing date, a written certification in a form acceptable to the Purchaser, the County, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. [However, such Issue Price Certificate may indicate that the Purchaser has purchased the Bonds for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Bonds for sale to the public.] Any action to be taken or documentation to be received by the County pursuant hereto may be taken or received on behalf of the County by Baker Tilly MA.

The County intends that the sale of the Bonds pursuant to this Terms of Proposal shall constitute a "competitive sale" as defined in the Regulation based on the following:

- (i) the County shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- (ii) all bidders shall have an equal opportunity to submit a bid;
- (iii) the County reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and
- (iv) the County anticipates awarding the sale of the Bonds to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See "AWARD" herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Bonds, as specified in the proposal. The Purchaser shall constitute an “underwriter” as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Bonds.

If all of the requirements of a “competitive sale” are not satisfied, the County shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the County and Baker Tilly MA if 10% of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The County will treat such sale price as the “issue price” for such maturity, applied on a maturity-by-maturity basis. The County will not require the Purchaser to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the County will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the County and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the County and Baker Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Bonds or until all of the Bonds of a maturity have been sold.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the County in the amount of \$400,000 (the “Deposit”) no later than 3:00 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the County nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the County may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

A Deposit will be considered timely delivered to the County upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the County and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the County.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the County. The County's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The County will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the County determines to have failed to comply with the terms herein.

CUSIP NUMBERS

If the Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Bonds; however, neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Bonds. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about May 18, 2023, the Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Kennedy & Graven, Chartered of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the County or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the County, or its agents, the Purchaser shall be liable to the County for any loss suffered by the County by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the County will undertake, pursuant to the resolution awarding sale of the Bonds, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The Purchaser's obligation to purchase the Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Bonds.

OFFICIAL STATEMENT

The County has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds, and said Preliminary Official Statement has been deemed final by the County as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the County, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000, or by email bids@bakertilly.com. The Preliminary Official Statement will also be made available at <https://connect.bakertilly.com/bond-sales-calendar>.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to the Purchaser, the County agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The County designates the Purchaser as its agent for purposes of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the County, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated March 21, 2023

BY ORDER OF THE BOARD OF COMMISSIONERS

/s/ Ryan T. O'Connor
County Manager

EXHIBIT B
FORM OF BOND

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF RAMSEY

R- _____ \$ _____

GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN
BOND, SERIES 2023B

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
%		_____, 2023	

REGISTERED OWNER: CEDE & CO.

RAMSEY COUNTY, MINNESOTA a duly organized and existing municipal corporation (the “County”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum set forth above on the Maturity Date specified above, unless called for earlier redemption, with interest thereon from the date hereof at the annual Rate specified above (calculated on the basis of a 360-day year of twelve 30-day months), payable February 1 and August 1 in each year, commencing February 1, 2024, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank Trust Company, National Association, St. Paul, Minnesota,, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the County have been and are hereby irrevocably pledged.

The County may elect on February 1, 203__, and on any date thereafter to prepay Bonds maturing on or after February 1, 203__. Redemption may be in whole or in part and if in part, at the option of the County and in such manner as the County will determine. If less than all Bonds of a maturity are called for redemption, the County will notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

The County Board has not designated the issue of Bonds of which this Bond forms a part as “qualified tax exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

This Bond is one of an issue in the aggregate principal amount of \$40,000,000 all of like original issue date and tenor, except as to number, maturity date, interest rate, denomination and redemption privilege, all issued pursuant to a resolution adopted by the Board of Commissioners on March 21, 2023 (the “Resolution”), for the purpose of providing money to pay for the cost of (1) the costs of various capital improvements set forth in the 2023 capital improvement budget of the County, as approved and amended, including the acquisition and renovation of a building to be used as office space for the County and upgrades to the new facility and County buildings and (2) the costs of any other improvements set forth in the County’s capital improvement budgets of any year and any other capital expenditures authorized by the County, to the extent proceeds of the Bonds are not expended on improvements set forth in the 2023 capital improvement budget, as approved and amended, pursuant to its Home Rule Charter and Minnesota Statutes, Chapter 475. The principal hereof and the interest hereon are payable from ad valorem taxes levied on all taxable property in the County, all as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the County are irrevocably pledged for payment of this Bond and the Board has obligated itself to levy additional ad valorem taxes on all taxable property in the County in the event of any deficiency in ad valorem taxes pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the County at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the County will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The County and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the County nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota and the charter of the County to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Bond, together with all other debts of the County outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional, statutory or charter limitation of indebtedness.

IN WITNESS WHEREOF, Ramsey County, Minnesota, by its Board of Commissioners has caused this Bond to be sealed with its official seal or a facsimile thereof, which may be omitted as permitted by law, and to be executed on its behalf by the facsimile signature of the Chair of its Board of Commissioners, attested by the facsimile signature of its Chief Clerk, and countersigned by the facsimile signature of its County Manager.

Date of Registration:

Registrable by: Finance Director/ Chief Finance
Officer of
Ramsey County, Minnesota

Payable at: Finance Director/ Chief Finance
Officer of
Ramsey County, Minnesota

RAMSEY COUNTY, MINNESOTA

Chair of the Board of Commissioners

Attest:

Chief Clerk

Countersigned:

County Manager

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION**

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UTMA - _____ as custodian for _____
(Cust) (Minor)
under the _____ Uniform Transfers to Minors Act
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	Signature of <u>Registrar</u>
_____, 2023	Cede & Co. Federal ID #13-2555119	_____

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

COUNTY AUDITOR’S CERTIFICATE AS
TO TAX LEVY AND REGISTRATION

I, the undersigned, being the duly qualified and acting County Auditor of Ramsey County, DO HEREBY CERTIFY that on the date hereof there was filed in my office a certified copy of a resolution adopted on March 21, 2023, by the Board of Commissioners of Ramsey County, Minnesota (the “County”), and the accompanying Certificate of Pricing Committee levying taxes for the payment of \$ _____ General Obligation Capital Improvement Plan Bonds, Series 2023B, dated as of date of delivery, have been filed in my office and said obligations have been registered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS this _____ day of _____, 2023.

County Auditor

Ramsey County, Minnesota
General Obligation Capital Improvement Plan Bonds, Series 2023B
Schedule of Events

<u>Date</u>	<u>Event</u>
October 25, 2022	First Reading of Ordinance
November 15, 2022	Second Reading Ordinance
November 22, 2022	Action of Ordinance
March 21, 2023	Authorizing the sale of the Series 2023B Bonds; establishing Pricing Committee and Parameters for award; and reimbursement of project expenditures from Series 2023B Bonds proceed
April 17, 2023	Sale of the Series 2023B Bonds; consideration of award by Pricing Committee and execution of Pricing Committee
April 18, 2023	Results of the Series 2023B Bonds sale presented to the County Board
May 18, 2023	Settlement of the Series 2023B Bonds, receipt of proceeds

Board of Commissioners

Request for Board Action

Item Number: 2023-075

Meeting Date: 3/21/2023

Sponsor: Finance

Title

Authorization for 2023B Bond Sale

Recommendation

1. Authorize a general obligation bond sale of up to \$40,000,000 of principal.
2. Set April 17, 2023, as the bond sale award date for proposals received and report to Ramsey County Board on April 18, 2023

Background and Rationale

The 2023 Capital Improvement Program (CIP) Bond ordinance, effective January 14, 2023, allows for the issuance of up to \$59 million of Capital Improvement Bonds. This ordinance was approved by the Ramsey County Board on November 22, 2022.

At this time, Finance is recommending that the county issue \$40 million in bonds, including \$16 million for the 360 Wabasha building improvement and renovations and \$24 million for Metro Square building improvements and renovations. The \$40 million in Strategic Priority CIP funds includes \$20 million from 2022 and \$20 million from 2023.

Attached is the recommendation provided by the county's financial advisor, Baker Tilly Municipal Advisors, LLC. The recommendation is for the sale of general obligation CIP bonds, Series 2023B up to \$40 million for Strategic Priority projects. Bid proposals for these 2023B bonds will be received on April 17, 2023. The proposed award of these 2023B bonds will be shortly after the receipt of proposals on April 18, 2023, with authority delegated by the Ramsey County Board of Commissioners to the Pricing Committee, which is before the Ramsey County Board today, March 21, 2023. On April 18, 2023, the results of the sale will be presented during Ramsey County Board meeting, that will not require any action by the board.

The Ramsey County Board will direct the Pricing Committee members to award the sale of the bonds in alignment with the county's vision, mission, and goals, subject to certain structural parameters of the bond issue.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

This action by itself does not have a measurable racial equity impact, as the action is just one step in the ordinance process required by the Ramsey County Home Rule Charter to issue bonds. The county plans to issue bonds to finance numerous capital improvement projects, each of which provides programs and services to the community. The racial equity impact should be considered by the county departments during the development of the associated programs and services for each capital project.

Community Participation Level and Impact

Ramsey County issues bonds to finance capital improvements identified in its annual capital improvement plan which is developed with public participation through the Capital Improvement Program Citizen's Advisory Committee (CIPAC), an advisory committee comprised of 14 residents, appointed by the Ramsey County Board, to assure public participation in the decision-making process. CIPAC reviews, rates, and recommends capital improvement projects. The Ramsey County Board also held a public hearing on November 22, 2022, as part of the Bond Ordinance process to afford the public an opportunity to comment on each proposed project. Direct community participation should be incorporated through the county departments in the development of the programs and services associated with each capital project.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The projects and financing are authorized in the 2022 and 2023 CIP Budget and Financing Plan. The debt service required is included in the 2023 budget.

Last Previous Action

On January 17, 2022, the Ramsey County Board authorized the use of \$40 million of planned Capital Improvement Plan funds to make strategic investments in the 360 Wabasha and Metro Square building (Resolution B2023-018).

On November 22, 2022, the Ramsey County Board approved the 2023 Capital Improvement Program bond ordinance (Resolution B2022-262)

On November 15, 2022, the Ramsey County Board waived the second reading of the 2023 Capital Improvement Program bond ordinance (Resolution B2022-252) and held a public hearing.

On October 25, 2022, the Ramsey County Board waived the first reading of the proposed 2023 Capital Improvement Program bond ordinance and set the date of the public hearing for November 15, 2022 (Resolution B2022-249).

Attachments

1. 2023B Pre-Sale Summary for Issuance of Bonds from Financial Advisor, Baker Tilly Municipal Advisors, LLC.
2. Approved 2023 Capital Improvements Projects
3. Ordinance for 2023A and 2023B
4. Resolution 2023B
5. Calendar of Events 2023B Bond Sale

Ramsey County, Minnesota Pre-Sale Summary for Issuance of Bonds

\$40,000,000 General Obligation Capital Improvement Plan Bonds, Series 2023B (the “Bonds”)

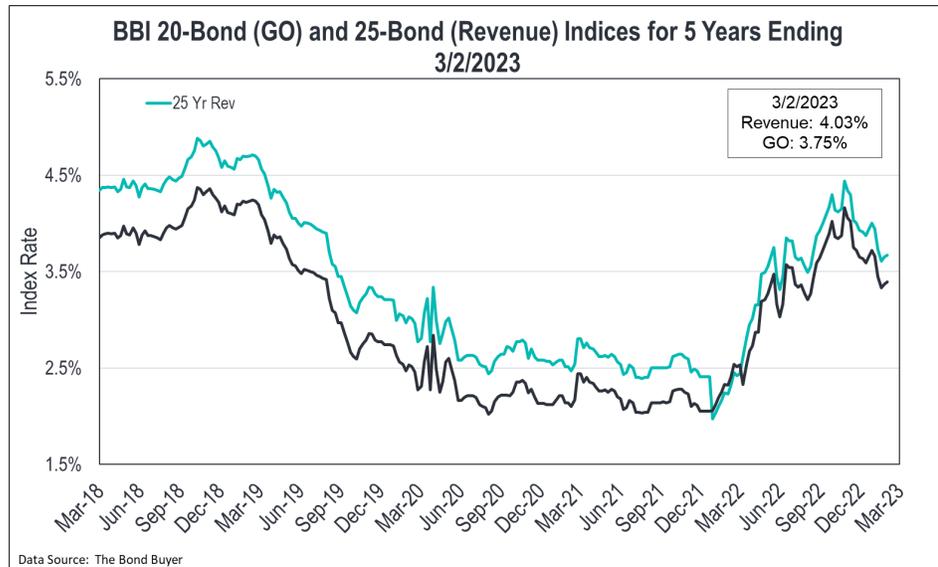
The County Board has under consideration the issuance of Bonds to finance various capital improvement projects in accordance with the County’s 2022-2027 Capital Improvement Program Plan. This document provides information relative to the proposed issuance.

KEY EVENTS: The following summary schedule includes the timing of key events that will occur relative to the bond issuance:

March 21, 2023	County Board authorizes the sale of the Bonds; adopts Parameters Resolution and delegates awarding authority to Pricing Committee
April 17, 2023, 11:00 a.m.	Competitive proposals are received; Pricing Committee Awards the sale of the Bonds
April 18, 2023, 9:00 a.m.	Board reviews results of the sale the Bonds
May 18, 2023	Proceeds are received

RATING: Moody’s Investors Service (Moody’s) and S&P Global Ratings (S&P) assigned a rating on the Bonds in conjunction with the County’s General Obligation Capital Improvement Plan Bonds 2023A. The Bonds received the ratings of “Aaa” by Moody’s and “AAA” by S&P.

THE MARKET: Performance of the tax-exempt market is often measured by the Bond Buyer’s Index (“BBI”) which measures the yield of high-grade municipal bonds in the 20th year for general obligation bonds rated Aa2 by Moody’s or AA by S&P (the BBI 20-Bond GO Index) and the 30th year for revenue bonds rated A1 by Moody’s or A+ by S&P (the BBI 25-Bond Revenue Index). The following chart illustrates these two indices over the past five years:



PURPOSE:

The proceeds of the Bonds will be used to (i) finance the acquisition and improvement of certain facilities of the County for County purposes, pursuant to the County’s adopted 2022-2027 Capital Improvement Program Plan, which includes \$16 million for the 360 Wabasha (EcoLab) building improvement and renovations and \$24 million for Metro Square building improvements and renovations; and (ii) pay the costs associated with the issuance of the Bonds.

AUTHORITY:

The Bonds are being issued pursuant to Minnesota Statutes, Chapter 475 and the County’s Home Rule Charter.

**PRICING
COMMITTEE &
PARAMETERS:**

The authority to award the sale of the Bonds to the winning underwriter will be delegated to certain members of the County to form a pricing committee (the “Pricing Committee”). These members will consist of the (i) Board Chair of the Board of Commissioners, (ii) County Manager, and (iii) Chief Finance Officer of the County. Their authority to award the sale of the Bonds will be within the following parameters:

- 1) The par amount of the Bonds shall not exceed \$40,000,000
- 2) The interest rate on the Bonds shall not exceed 5.25% on a true interest cost basis
- 3) The final maturity on the Bonds shall be not later than February 1, 2043

**SECURITY AND
SOURCE OF
PAYMENT:**

The Bonds will be general obligations of the County, secured by its full faith and credit and taxing power. The Bonds will be repaid with ad valorem property taxes.

The County will make its first levy for the Bonds in 2023 for collection in 2024. Available debt service funds of the County will be used to make the February 1, 2024 principal and interest payment on the Bonds. Thereafter, each year’s first-half collection of taxes will be used to pay the August 1 interest payment due in the year of collection. Second-half collection of taxes plus surplus first-half collections will be used to pay the February 1 principal and interest payment due in the following year.

On the date of sale, the maturity amounts for the Bonds will be adjusted to accommodate the desired structure of the Bonds (see “Structuring Summary” for more details).

**STRUCTURING
SUMMARY:**

In consultation with County staff, the Bonds are structured over a term of twenty years for both purposes with approximately level debt service by project type (Ecolab and Metro Square).

The Bonds have been structured to result in additional proceeds generated from a par bid. Any premium received by the County above the par amount of the Bonds, net of paying costs of issuance and underwriter’s discount, will be deposited into the project fund and will be available for use on County Board authorized project costs.

**SCHEDULES
ATTACHED:**

Schedules attached include:

- i) Sources and uses of funds
- ii) Estimated 105% debt service as a whole and by purpose

**RISKS/SPECIAL
CONSIDERATIONS:**

The outcome of this financing will rely on the market conditions at the time of the sale. Schedules included are for illustrative purposes based on current market conditions and do not represent the final pricing for the Bonds.

As noted above, the Bonds have been structured to result in additional proceeds generated from a par bid. There is no guaranty that the winning bidder will price the Bonds with a premium in the amount estimated, which could result in less or more additional proceeds than what is currently shown in the attached schedules.

**SALE TERMS AND
MARKETING:**

Variability of Issue Size: A specific provision in the sale terms permits modifications to the issue size and/or maturity structure to customize the issue once the price and interest rates are set on the day of sale.

Prepayment Provisions: Bonds maturing on or after February 1, 2033 may be prepaid at a price of par plus accrued interest on or after February 1, 2032.

Bank Qualification: The County is issuing more than \$10 million in tax-exempt obligations in 2023; therefore, the Bonds are not designated as bank qualified.

Bidding Parameters: Interest rates applied in the structuring of the Bonds are based on current market conditions and assume a reoffering premium sufficient to compensate the underwriter under a par bidding. Par bidding requires that an underwriter bids not less than 100% of the face amount of the Bonds.

Post Issuance Compliance

**POST ISSUANCE
COMPLIANCE:**

The issuance of the Bonds will result in post-issuance compliance responsibilities. The responsibilities are in two primary areas: (i) compliance with federal arbitrage requirements and (ii) compliance with secondary disclosure requirements.

Federal arbitrage requirements include a wide range of implications that have been taken into account as this issue has been structured. Post-issuance compliance responsibilities for this tax-exempt issue include both rebate and yield restriction provisions of the IRS Code. In general terms the arbitrage requirements control the earnings on unexpended bond proceeds, including investment earnings, moneys held for debt service payments (which are considered to be proceeds under the IRS regulations), and/or reserves. Under certain circumstances any “excess earnings” will need to be paid to the IRS to maintain the tax-exempt status of the Bonds. Any interest earnings on gross bond proceeds or debt service funds should not be spent until it has been determined based on actual facts that they are not “excess earnings” as defined by the IRS Code.

The arbitrage rules provide for spend-down exceptions for proceeds that are spent within either a 6-month, 18-month or, for certain construction issues, a 24-month period each in accordance with certain spending criteria. Proceeds that qualify for an exception will be spend-down exceptions for proceeds that are spent within either a 6-month, 18-month or

for certain construction issues, a 24-month period each in accordance with certain spending criteria. Proceeds that qualify for an exception will be exempt from rebate. These exceptions are based on actual expenditures and not based on reasonable expectations, and expenditures, including any investment proceeds will have to meet the spending criteria to qualify for the exclusion. The County expects to meet the 24-month spending exception. Regardless of whether the issue qualifies for an exemption from the rebate provisions, yield restriction provisions will apply to Bond proceeds (including interest earnings) unspent after three years and the debt service fund throughout the term of the Bonds. These moneys should be monitored until the Bonds are retired.

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any prospective underwriter will require the County to commit to providing the information needed to comply under a continuing disclosure agreement.

Baker Tilly and the County have entered into an Agreement for Municipal Advisor Services under which Baker Tilly will provide continuing disclosure on the Bonds and arbitrage rebate services on the Bonds.

**SUPPLEMENTAL
INFORMATION AND
BOND RECORD:**

Supplementary information will be available to staff including detailed terms and conditions of sale, comprehensive structuring schedules and information to assist in meeting post-issuance compliance responsibilities.

Upon completion of the financing, a bond record will be provided that contains pertinent documents and final debt service calculations for the transaction.

As of: 3/7/2023

\$40,000,000

Ramsey County, Minnesota

General Obligation Capital Improvement Plan Bonds, Series 2023B

Issue Summary - Current Aaa/AAA Rates plus 35bps

Total Issue Sources And Uses

Dated 05/18/2023 | Delivered 05/18/2023

	Ecolab	Metro Square	Issue Summary
Sources Of Funds			
Par Amount of Bonds	\$16,000,000.00	\$24,000,000.00	\$40,000,000.00
Estimated Reoffering Premium	418,184.55	627,071.50	1,045,256.05
Future available Debt Service Funds	1,186,334.78	1,782,025.02	2,968,359.80
Total Sources	\$17,604,519.33	\$26,409,096.52	\$44,013,615.85
Uses Of Funds			
Deposit to Project Construction Fund	16,234,163.75	24,351,040.30	40,585,204.05
Allocation for 2/1/2024 debt service	1,186,334.78	1,782,025.02	2,968,359.80
Total Underwriter's Discount (0.800%)	128,000.00	192,000.00	320,000.00
Costs of Issuance	56,020.80	84,031.20	140,052.00
Total Uses	\$17,604,519.33	\$26,409,096.52	\$44,013,615.85

3/7/2023 | 4:24 PM

As of: 3/7/2023

\$40,000,000

Ramsey County, Minnesota

General Obligation Capital Improvement Plan Bonds, Series 2023B

Issue Summary - Current Aaa/AAA Rates plus 35bps

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
02/01/2024	Serial Coupon	5.000%	3.310%	1,740,000.00	101.159%	1,760,166.60
02/01/2025	Serial Coupon	5.000%	3.300%	1,305,000.00	102.787%	1,341,370.35
02/01/2026	Serial Coupon	5.000%	3.150%	1,375,000.00	104.752%	1,440,340.00
02/01/2027	Serial Coupon	5.000%	3.060%	1,440,000.00	106.738%	1,537,027.20
02/01/2028	Serial Coupon	5.000%	3.020%	1,510,000.00	108.615%	1,640,086.50
02/01/2029	Serial Coupon	5.000%	2.970%	1,585,000.00	110.572%	1,752,566.20
02/01/2030	Serial Coupon	5.000%	2.940%	1,665,000.00	112.445%	1,872,209.25
02/01/2031	Serial Coupon	5.000%	2.950%	1,750,000.00	114.028%	1,995,490.00
02/01/2032	Serial Coupon	5.000%	2.960%	1,835,000.00	115.546%	2,120,269.10
02/01/2033	Serial Coupon	3.400%	3.400%	1,930,000.00	100.000%	1,930,000.00
02/01/2034	Serial Coupon	3.600%	3.600%	1,995,000.00	100.000%	1,995,000.00
02/01/2035	Serial Coupon	3.750%	3.750%	2,065,000.00	100.000%	2,065,000.00
02/01/2036	Serial Coupon	3.900%	3.900%	2,145,000.00	100.000%	2,145,000.00
02/01/2037	Serial Coupon	4.000%	4.090%	2,225,000.00	99.058%	2,204,040.50
02/01/2038	Serial Coupon	4.125%	4.180%	2,315,000.00	99.395%	2,300,994.25
02/01/2039	Serial Coupon	4.125%	4.220%	2,410,000.00	98.912%	2,383,779.20
02/01/2040	Serial Coupon	4.250%	4.310%	2,510,000.00	99.285%	2,492,053.50
02/01/2041	Serial Coupon	4.250%	4.350%	2,620,000.00	98.768%	2,587,721.60
02/01/2042	Serial Coupon	4.250%	4.370%	2,730,000.00	98.471%	2,688,258.30
02/01/2043	Serial Coupon	4.250%	4.400%	2,850,000.00	98.031%	2,793,883.50
Total	-	-	-	\$40,000,000.00	-	\$41,045,256.05

Bid Information

Par Amount of Bonds	\$40,000,000.00
Reoffering Premium or (Discount)	1,045,256.05
Gross Production	\$41,045,256.05
Total Underwriter's Discount (0.800%)	\$(320,000.00)
Bid (101.813140%)	40,725,256.05
Total Purchase Price	\$40,725,256.05
Bond Year Dollars	\$458,621.11
Average Life	11.466 Years
Average Coupon	4.2149144%
Net Interest Cost (NIC)	4.0567761%
True Interest Cost (TIC)	4.0164497%

3/7/2023 | 4:24 PM

As of: 3/7/2023

\$40,000,000

Ramsey County, Minnesota

General Obligation Capital Improvement Plan Bonds, Series 2023B

Issue Summary - Current Aaa/AAA Rates plus 35bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Levy
02/01/2024 *	1,740,000.00	5.000%	1,228,359.80	2,968,359.80	3,116,777.79
02/01/2025	1,305,000.00	5.000%	1,660,863.76	2,965,863.76	3,114,156.95
02/01/2026	1,375,000.00	5.000%	1,595,613.76	2,970,613.76	3,119,144.45
02/01/2027	1,440,000.00	5.000%	1,526,863.76	2,966,863.76	3,115,206.95
02/01/2028	1,510,000.00	5.000%	1,454,863.76	2,964,863.76	3,113,106.95
02/01/2029	1,585,000.00	5.000%	1,379,363.76	2,964,363.76	3,112,581.95
02/01/2030	1,665,000.00	5.000%	1,300,113.76	2,965,113.76	3,113,369.45
02/01/2031	1,750,000.00	5.000%	1,216,863.76	2,966,863.76	3,115,206.95
02/01/2032	1,835,000.00	5.000%	1,129,363.76	2,964,363.76	3,112,581.95
02/01/2033	1,930,000.00	3.400%	1,037,613.76	2,967,613.76	3,115,994.45
02/01/2034	1,995,000.00	3.600%	971,993.76	2,966,993.76	3,115,343.45
02/01/2035	2,065,000.00	3.750%	900,173.76	2,965,173.76	3,113,432.45
02/01/2036	2,145,000.00	3.900%	822,736.26	2,967,736.26	3,116,123.07
02/01/2037	2,225,000.00	4.000%	739,081.26	2,964,081.26	3,112,285.32
02/01/2038	2,315,000.00	4.125%	650,081.26	2,965,081.26	3,113,335.32
02/01/2039	2,410,000.00	4.125%	554,587.52	2,964,587.52	3,112,816.90
02/01/2040	2,510,000.00	4.250%	455,175.00	2,965,175.00	3,113,433.75
02/01/2041	2,620,000.00	4.250%	348,500.00	2,968,500.00	3,116,925.00
02/01/2042	2,730,000.00	4.250%	237,150.00	2,967,150.00	3,115,507.50
02/01/2043	2,850,000.00	4.250%	121,125.00	2,971,125.00	3,119,681.25
Total	\$40,000,000.00	-	\$19,330,487.46	\$59,330,487.46	\$62,297,011.83

*Paid with debt service funds available.

SIGNIFICANT DATES

Dated	5/18/2023
Delivery Date	5/18/2023
First Coupon Date	2/01/2024

Yield Statistics

Bond Year Dollars	\$458,621.11
Average Life	11.466 Years
Average Coupon	4.2149144%
Net Interest Cost (NIC)	4.0567761%
True Interest Cost (TIC)	4.0164497%
Bond Yield for Arbitrage Purposes	3.9259411%
All Inclusive Cost (AIC)	4.0563928%

IRS Form 8038

Net Interest Cost	3.9501426%
Weighted Average Maturity	11.278 Years

Interest rates are estimates. Changes in rates may cause significant alterations to this schedule.

The actual underwriter's discount bid may also vary

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As of: 3/7/2023

\$16,000,000

Ramsey County, Minnesota

General Obligation Capital Improvement Plan Bonds, Series 2023B

Ecolab - Current Aaa/AAA Rates plus 35bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Levy
02/01/2024 *	695,000.00	5.000%	491,334.78	1,186,334.78	1,245,651.52
02/01/2025	520,000.00	5.000%	664,382.50	1,184,382.50	1,243,601.63
02/01/2026	550,000.00	5.000%	638,382.50	1,188,382.50	1,247,801.63
02/01/2027	575,000.00	5.000%	610,882.50	1,185,882.50	1,245,176.63
02/01/2028	605,000.00	5.000%	582,132.50	1,187,132.50	1,246,489.13
02/01/2029	635,000.00	5.000%	551,882.50	1,186,882.50	1,246,226.63
02/01/2030	665,000.00	5.000%	520,132.50	1,185,132.50	1,244,389.13
02/01/2031	700,000.00	5.000%	486,882.50	1,186,882.50	1,246,226.63
02/01/2032	735,000.00	5.000%	451,882.50	1,186,882.50	1,246,226.63
02/01/2033	770,000.00	3.400%	415,132.50	1,185,132.50	1,244,389.13
02/01/2034	800,000.00	3.600%	388,952.50	1,188,952.50	1,248,400.13
02/01/2035	825,000.00	3.750%	360,152.50	1,185,152.50	1,244,410.13
02/01/2036	860,000.00	3.900%	329,215.00	1,189,215.00	1,248,675.75
02/01/2037	890,000.00	4.000%	295,675.00	1,185,675.00	1,244,958.75
02/01/2038	925,000.00	4.125%	260,075.00	1,185,075.00	1,244,328.75
02/01/2039	965,000.00	4.125%	221,918.76	1,186,918.76	1,246,264.70
02/01/2040	1,005,000.00	4.250%	182,112.50	1,187,112.50	1,246,468.13
02/01/2041	1,050,000.00	4.250%	139,400.00	1,189,400.00	1,248,870.00
02/01/2042	1,090,000.00	4.250%	94,775.00	1,184,775.00	1,244,013.75
02/01/2043	1,140,000.00	4.250%	48,450.00	1,188,450.00	1,247,872.50
Total	\$16,000,000.00	-	\$7,733,753.54	\$23,733,753.54	\$24,920,441.22

*Paid with debt service funds available.

SIGNIFICANT DATES

Dated	5/18/2023
Delivery Date	5/18/2023
First Coupon Date	2/01/2024

Yield Statistics

Bond Year Dollars	\$183,484.44
Average Life	11.468 Years
Average Coupon	4.2149369%
Net Interest Cost (NIC)	4.0567848%
True Interest Cost (TIC)	4.0164539%
Bond Yield for Arbitrage Purposes	3.9259411%
All Inclusive Cost (AIC)	4.0563892%

IRS Form 8038

Net Interest Cost	3.9501484%
Weighted Average Maturity	11.280 Years

Interest rates are estimates. Changes in rates may cause significant alterations to this schedule. The actual underwriter's discount bid may also vary

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As of: 3/7/2023

\$24,000,000

Ramsey County, Minnesota

General Obligation Capital Improvement Plan Bonds, Series 2023B

Metro Square - Current Aaa/AAA Rates plus 35bps

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Levy
02/01/2024 *	1,045,000.00	5.000%	737,025.02	1,782,025.02	1,871,126.27
02/01/2025	785,000.00	5.000%	996,481.26	1,781,481.26	1,870,555.32
02/01/2026	825,000.00	5.000%	957,231.26	1,782,231.26	1,871,342.82
02/01/2027	865,000.00	5.000%	915,981.26	1,780,981.26	1,870,030.32
02/01/2028	905,000.00	5.000%	872,731.26	1,777,731.26	1,866,617.82
02/01/2029	950,000.00	5.000%	827,481.26	1,777,481.26	1,866,355.32
02/01/2030	1,000,000.00	5.000%	779,981.26	1,779,981.26	1,868,980.32
02/01/2031	1,050,000.00	5.000%	729,981.26	1,779,981.26	1,868,980.32
02/01/2032	1,100,000.00	5.000%	677,481.26	1,777,481.26	1,866,355.32
02/01/2033	1,160,000.00	3.400%	622,481.26	1,782,481.26	1,871,605.32
02/01/2034	1,195,000.00	3.600%	583,041.26	1,778,041.26	1,866,943.32
02/01/2035	1,240,000.00	3.750%	540,021.26	1,780,021.26	1,869,022.32
02/01/2036	1,285,000.00	3.900%	493,521.26	1,778,521.26	1,867,447.32
02/01/2037	1,335,000.00	4.000%	443,406.26	1,778,406.26	1,867,326.57
02/01/2038	1,390,000.00	4.125%	390,006.26	1,780,006.26	1,869,006.57
02/01/2039	1,445,000.00	4.125%	332,668.76	1,777,668.76	1,866,552.20
02/01/2040	1,505,000.00	4.250%	273,062.50	1,778,062.50	1,866,965.63
02/01/2041	1,570,000.00	4.250%	209,100.00	1,779,100.00	1,868,055.00
02/01/2042	1,640,000.00	4.250%	142,375.00	1,782,375.00	1,871,493.75
02/01/2043	1,710,000.00	4.250%	72,675.00	1,782,675.00	1,871,808.75
Total	\$24,000,000.00	-	\$11,596,733.92	\$35,596,733.92	\$37,376,570.62

SIGNIFICANT DATES

Dated	5/18/2023
Delivery Date	5/18/2023
First Coupon Date	2/01/2024

Yield Statistics

Bond Year Dollars	\$275,136.67
Average Life	11.464 Years
Average Coupon	4.2148995%
Net Interest Cost (NIC)	4.0567702%
True Interest Cost (TIC)	4.0164468%
Bond Yield for Arbitrage Purposes	3.9259411%
All Inclusive Cost (AIC)	4.0563951%

IRS Form 8038

Net Interest Cost	3.9501388%
Weighted Average Maturity	11.276 Years

Interest rates are estimates. Changes in rates may cause significant alterations to this schedule.
The actual underwriter's discount bid may also vary

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APPROVED CAPITAL IMPROVEMENT PROJECTS BY DEPARTMENT FOR 2022-2023

SCHEDULE 1
(Continued)

CIP REGULAR PROJECTS - \$6,000,000 CIP BONDS + \$210,722,443 OTHER FUNDING - 2023

CIP PROJ. PAGE NO. NO.	DEPARTMENT NAME/PROJECT TITLE	COMBINED RANK	2023 FUNDING SOURCE						2023 TOTAL APPROVED
			CIP BONDS	COUNTY LEVY	COUNTY OTHER	FEDERAL	STATE	MUNICIPAL/ OTHER	
ECONOMIC GROWTH & COMMUNITY INVESTMENT									
PARKS & RECREATION									
1	Bituminous Projects	5	219,989	-	-	-	-	-	219,989
2	Capital Asset Management-Arenas	14	425,000	-	-	-	-	-	425,000
4	Playground Replacements	17	700,000	-	-	-	-	-	700,000
5	ADA Implementation-County Facilities	20	200,000	-	-	-	100,000	-	300,000
3	Natural Resource Habitat Restoration	21	200,000	-	-	-	-	-	200,000
8	Regional Park & Trail CIP/Legacy	Not Ranked	-	-	-	-	-	1,599,300	1,599,300
PROPERTY MANAGEMENT									
2	Building Security System Panel Controls	11	266,000	-	-	-	-	-	266,000
3	Landmark Center-Basement & 5th Floor Restroom Renovation	19	665,000	-	-	-	-	-	665,000
4	Landmark Center-Vertical Heat Pipe System Engineering	23	100,000	-	-	-	-	-	100,000
CENTRAL FLEET									
2	Heavy Duty Mobile Column Lifts	16	200,000	-	-	-	-	-	200,000
PUBLIC WORKS									
1	Pavement Preservation	Not Ranked	2,000,000	-	-	-	-	300,000	2,300,000
								3,800,000 (1)	3,800,000
2	County State Aid Highway Road Construction	Not Ranked	-	-	-	-	-	34,260,000	34,260,000
								180,000 (1)	180,000
3	Multi-Modal Projects	Not Ranked	-	-	-	77,880,000	-	84,550,000 (2)	162,430,000
4	Traffic Signal Upgrades	Not Ranked	-	-	-	-	720,000	965,000	1,685,000
								530,000 (1)	530,000
5	Drainage Systems & Structures	Not Ranked	-	-	-	-	-	600,000 (1)	600,000
6	Comprehensive Bridge Maintenance	Not Ranked	-	-	-	-	-	400,000 (1)	400,000
7	Pedestrian & Bike Facilities	Not Ranked	-	-	-	-	-	1,050,000	1,050,000
								790,000 (1)	790,000
8	ADA Compliance	Not Ranked	-	-	-	-	-	700,000 (1)	700,000
9	Roadway Appurtenances	Not Ranked	-	-	-	-	-	400,000 (1)	400,000
-----	Wheelage Tax Transfer to Public Works Operations	Not Ranked	-	-	-	-	-	1,593,143 (1)	1,593,143
10	New Equipment	Not Ranked	-	-	-	-	80,000	-	80,000
TOTAL ECONOMIC GROWTH & COMMUNITY INVESTMENT			4,975,989	-	-	77,880,000	900,000	131,717,443	215,473,432

(1) Wheelage Excise Tax amount

(2) Includes Ramsey and Washington County Regional Railroad Levys and Transit Sales & Use Tax

APPROVED CAPITAL IMPROVEMENT PROJECTS BY DEPARTMENT FOR 2022-2023

SCHEDULE 1
(Continued)

CIP REGULAR PROJECTS - \$6,000,000 CIP BONDS + \$210,722,443 OTHER FUNDING - 2023

CIP PROJ. PAGE NO. NO.	DEPARTMENT NAME/PROJECT TITLE	COMBINED RANK	2023 FUNDING SOURCE						2023 TOTAL APPROVED
			CIP BONDS	COUNTY LEVY	COUNTY OTHER	FEDERAL	STATE	MUNICIPAL/ OTHER	
HEALTH & WELLNESS									
CARE CENTER									
1	Card Access and Camera System Design & Replacement	6	50,000	-	-	-	-	-	50,000
5	Roof Replacement	10	73,444	-	-	-	-	-	73,444
4	Building Automation System Upgrade	21	178,000	-	-	-	-	-	178,000
LAKE OWASSO RESIDENCE									
4	Roof and Gutters Systems Replacement	18	428,577	-	-	-	-	-	428,577
TOTAL HEALTH & WELLNESS			<u>730,021</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>730,021</u>
SAFETY & JUSTICE									
EMERGENCY COMMUNICATIONS									
3	Arden Hills Generator Replacement	Not Ranked	-	-	225,000 (1)	-	-	-	225,000
SHERIFF									
2	Patrol Station Security	15	211,789	-	-	-	-	-	211,789
TOTAL SAFETY & JUSTICE			<u>211,789</u>	<u>-</u>	<u>225,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>436,789</u>
OTHER									
----	Bond Issuance Costs	Not Ranked	82,201	-	-	-	-	-	82,201
TOTAL OTHER			<u>82,201</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>82,201</u>
TOTAL CIP REGULAR PROJECTS			<u>6,000,000</u>	<u>-</u>	<u>225,000</u>	<u>77,880,000</u>	<u>900,000</u>	<u>131,717,443</u>	<u>216,722,443</u>

(1) Emergency Communications fund balance

APPROVED CAPITAL IMPROVEMENT PROJECTS BY DEPARTMENT FOR 2022-2023

SCHEDULE 1
(Continued)

CIP MAJOR PROJECTS - \$33,000,000 CIP BONDS - 2023

CIP PROJ. PAGE NO. NO.	DEPARTMENT NAME/PROJECT TITLE	COMBINED RANK	2023 FUNDING SOURCE						2023 TOTAL APPROVED
			CIP BONDS	COUNTY LEVY	COUNTY OTHER	FEDERAL	STATE	MUNICIPAL/ OTHER	
MAJOR PROJECTS									
-----	Building Automation Systems	Not Ranked	700,000	-	-	-	-	-	700,000
-----	Building Exterior Envelope Restoration	Not Ranked	350,000	-	-	-	-	-	350,000
-----	Care Center Heating, Ventilation, & Air Conditioning (HVAC)	Not Ranked	1,464,367	-	-	-	-	-	1,464,367
-----	City Hall/Courthouse Roof & Rooftop Ductwork	Not Ranked	2,150,300	-	-	-	-	-	2,150,300
-----	Goodrich and Manitou Ridge Golf Course Improvements	Not Ranked	2,682,311	-	-	-	-	-	2,682,311
-----	90 West Plato Building Exterior Envelope Renovation	Not Ranked	3,996,481	-	-	-	-	-	3,996,481
-----	Safety and Security Enhancements-Adult Detention Center	Not Ranked	1,545,921	-	-	-	-	-	1,545,921
-----	Strategic Development Opportunities	Not Ranked	20,000,000	-	-	-	-	-	20,000,000
	TOTAL MAJOR PROJECTS		<u>32,889,380</u>	-	-	-	-	-	<u>32,889,380</u>
OTHER									
-----	Bond Issuance Costs	Not Ranked	110,620	-	-	-	-	-	110,620
	TOTAL OTHER		<u>110,620</u>	-	-	-	-	-	<u>110,620</u>
	TOTAL CIP MAJOR PROJECTS		<u>33,000,000</u>	-	-	-	-	-	<u>33,000,000</u>

APPROVED CAPITAL IMPROVEMENT PROJECTS BY DEPARTMENT FOR 2022-2023

SCHEDULE 1
(Continued)

BUILDING IMPROVEMENTS/REPAIRS - \$1,100,000 LEVY + \$150,750 OTHER FUNDING - 2023

CIP PROJ. PAGE NO. NO.	DEPARTMENT NAME/PROJECT TITLE	COMBINED RANK	2023 FUNDING SOURCE						2023 TOTAL APPROVED
			CIP BONDS	COUNTY LEVY	COUNTY OTHER	FEDERAL	STATE	MUNICIPAL/ OTHER	
BUILDING IMPROVEMENTS / REPAIRS (CAPITAL LEVY)									
----	BLDG IMPROVEMENTS-EXTENSION BARN	Not Ranked	-	33,320	-	-	-	-	33,320
----	BLDG IMPROVEMENTS-LANDMARK CENTER	Not Ranked	-	199,800	-	-	-	-	199,800
----	BLDG IMPROVEMENTS-PARKS	Not Ranked	-	866,880	-	-	125,750	25,000	1,017,630
TOTAL BUILDING IMPROVEMENTS / REPAIRS (CAPITAL LEVY)			-	1,100,000	-	-	125,750	25,000	1,250,750

BUILDING IMPROVEMENTS - \$3,484,622 RENTAL REVENUES and FUND BALANCES - 2023

CIP PROJ. PAGE NO. NO.	DEPARTMENT NAME/PROJECT TITLE	COMBINED RANK	2023 FUNDING SOURCE						2023 TOTAL APPROVED
			CIP BONDS	COUNTY LEVY	COUNTY OTHER	FEDERAL	STATE	MUNICIPAL/ OTHER	
BUILDING IMPROVEMENTS - PROPERTY MANAGEMENT									
----	BLDG IMPROVEMENTS - PUBL WKS/PATROL STATION	Not Ranked	-	-	495,721 (1)	-	-	-	495,721
----	BLDG IMPROVEMENTS - LIBRARIES	Not Ranked	-	-	380,838 (1)	-	-	-	380,838
----	BLDG IMPROVEMENTS - CH/CH	Not Ranked	-	-	247,246 (1)	-	-	-	247,246
----	BLDG IMPROVEMENTS - GENERAL BUILDING FUND	Not Ranked	-	-	2,360,817 (1)	-	-	-	2,360,817
TOTAL BUILDING IMPROVEMENTS - PROPERTY MANAGEMENT			-	-	3,484,622	-	-	-	3,484,622

(1) Dedicated Rental Revenues and Fund Balance from Building Funds

APPROVED CAPITAL IMPROVEMENT PROJECTS BY DEPARTMENT FOR 2022-2023

SCHEDULE 1
(Continued)

SUMMARY BY FUNDING AND ACCOUNT CLASSIFICATION FOR 2023

CIP PROJ. PAGE NO. NO.	DEPARTMENT NAME/PROJECT TITLE	COMBINED RANK	2023 FUNDING SOURCE					2023 TOTAL APPROVED	
			CIP BONDS	COUNTY LEVY	COUNTY OTHER	FEDERAL	STATE		MUNICIPAL/ OTHER
CIP REGULAR PROJECT BONDS									
	Building Additions, Renovations, Repairs		2,386,021	-	-	-	100,000	-	2,486,021
	Improvements Other Than Buildings		1,531,778	-	225,000	-	80,000	1,599,300	3,436,078
	County Roads/Multi-Modal Projects		2,000,000	-	-	77,880,000	720,000	130,118,143	210,718,143
	Bond Issuance Costs		82,201	-	-	-	-	-	82,201
	TOTAL CIP REGULAR PROJECTS		6,000,000	-	225,000	77,880,000	900,000	131,717,443	216,722,443
CIP MAJOR PROJECT BONDS									
	Major Projects		32,889,380	-	-	-	-	-	32,889,380
	Bond Issuance Costs		110,620	-	-	-	-	-	110,620
	TOTAL CIP MAJOR PROJECTS		33,000,000	-	-	-	-	-	33,000,000
BUILDING IMPROVEMENTS / REPAIRS (CAPITAL LEVY)									
	Building Lifecycle Maintenance		-	1,100,000	-	-	125,750	25,000	1,250,750
	TOTAL BUILDING IMPROVEMENTS / REPAIRS (CAPITAL LEVY)		-	1,100,000	-	-	125,750	25,000	1,250,750
BUILDING IMPROVEMENTS - PROPERTY MANAGEMENT									
	Building Additions, Renovations, Repairs		-	-	3,484,622	-	-	-	3,484,622
	TOTAL BUILDING IMPROVEMENTS - PROPERTY MANAGEMENT		-	-	3,484,622	-	-	-	3,484,622
	TOTAL CIP PROJECTS APPROVED FOR FUNDING IN 2023		39,000,000	1,100,000	3,709,622	77,880,000	1,025,750	131,742,443	254,457,815

APPROVED CAPITAL IMPROVEMENT PROJECTS BY DEPARTMENT FOR 2022-2023

SCHEDULE 1
(Continued)

SUMMARY OF PROJECTS FOR 2022 - 2023

CIP PROJ. PAGE NO. NO.	DEPARTMENT NAME/PROJECT TITLE	COMBINED RANK	2022 - 2023 FUNDING SOURCE						2022-2023 TOTAL APPROVED
			CIP BONDS	COUNTY LEVY	COUNTY OTHER	FEDERAL	STATE	MUNICIPAL/ OTHER	
ECONOMIC GROWTH & COMMUNITY INVESTMENT									
PARKS & RECREATION									
1	Bituminous Projects	5	841,060	-	-	-	-	-	841,060
2	Capital Asset Management-Arenas	14	850,000	-	-	-	-	-	850,000
4	Natural Resource Habitat Restoration	21	200,000	-	-	-	-	-	200,000
5	Playground Replacements	17	700,000	-	-	-	-	-	700,000
3	ADA Implementation-County Facilities	20	200,000	-	-	-	100,000	-	300,000
8	Regional Park & Trail CIP/Legacy	Not Ranked	-	-	-	-	1,418,000	3,198,600	4,616,600
PROPERTY MANAGEMENT									
1	Landmark Center-First System Update	2	239,400	-	-	-	-	-	239,400
2	Building Security System Panel Controls	11	630,000	-	-	-	-	-	630,000
3	Landmark Center-Basement & 5th Floor Restroom Renovatio	19	665,000	-	-	-	-	-	665,000
4	Landmark Center-Vertical Heat Pipe System Engineering	23	100,000	-	-	-	-	-	100,000
CENTRAL FLEET									
1	Hoist Replacement	3	200,000	-	-	-	-	-	200,000
2	Heavy Duty Mobile Column Lifts	16	200,000	-	-	-	-	-	200,000
PUBLIC WORKS									
1	Pavement Preservation	Not Ranked	4,000,000	-	-	-	440,000	6,765,000	11,205,000
2	County State Aid Highway Road Construction	Not Ranked	-	-	-	3,250,000	2,625,000	58,050,000	63,925,000
3	Multi-Modal Projects	Not Ranked	-	-	-	155,760,000	4,400,000	179,300,000	339,460,000
4	Traffic Signal Upgrades	Not Ranked	-	-	-	-	1,125,000	3,690,000	4,815,000
5	Drainage Systems & Structures	Not Ranked	-	-	-	-	-	1,320,000	1,320,000
6	Comprehensive Bridge Maintenance	Not Ranked	-	-	-	-	-	500,000	500,000
7	Pedestrian & Bike Facilities	Not Ranked	-	-	-	860,000	-	2,665,000	3,525,000
8	ADA Compliance	Not Ranked	-	-	-	-	-	1,400,000	1,400,000
9	Roadway Appurtenances	Not Ranked	-	-	-	-	-	500,000	500,000
-----	Wheelage Tax Transfer to Public Works Operations	Not Ranked	-	-	-	-	-	3,116,353	3,116,353
10	New Equipment	Not Ranked	-	-	-	-	160,000	-	160,000
TOTAL ECONOMIC GROWTH & COMMUNITY INVESTMENT			8,825,460	-	-	159,870,000	10,268,000	260,504,953	439,468,413

APPROVED CAPITAL IMPROVEMENT PROJECTS BY DEPARTMENT FOR 2022-2023

SCHEDULE 1
(Continued)

SUMMARY OF PROJECTS FOR 2022 - 2023

CIP PROJ. PAGE NO. NO.	DEPARTMENT NAME/PROJECT TITLE	COMBINED RANK	2022 - 2023 FUNDING SOURCE						2022-2023 TOTAL APPROVED
			CIP BONDS	COUNTY LEVY	COUNTY OTHER	FEDERAL	STATE	MUNICIPAL/ OTHER	
HEALTH & WELLNESS									
CARE CENTER									
3	Card Access and Camera System Design & Replacement	6	102,000	-	-	-	-	-	102,000
1	Exterior Tuck Pointing - Brick Repair	13	95,250	-	-	-	-	-	95,250
5	Plumbing System Update	4	290,000	-	-	-	-	-	290,000
2	Building Automation System Upgrade	21	178,000	-	-	-	-	-	178,000
4	Roof Replacement	10	73,444	-	-	-	-	-	73,444
LAKE OWASSO RESIDENCE									
1	Fire Alarm System & Device Replacement	1	80,000	-	-	-	-	-	80,000
2	Resident Houses Bathroom Repairs	7	108,760	-	-	-	-	-	108,760
3	Heating, Venting & Air Conditioning (HVAC) Replacement	9	188,851	-	-	-	-	-	188,851
4	Roof and Gutters Systems Replacement	18	428,577	-	-	-	-	-	428,577
TOTAL HEALTH & WELLNESS			1,544,882	-	-	-	-	-	1,544,882
SAFETY & JUSTICE									
EMERGENCY COMMUNICATIONS									
1	Emergency Communications Dispatch Center Renovation	Not Ranked	-	-	980,000	-	-	-	980,000
2	Arden Hills UPS Replacement	Not Ranked	-	-	125,000	-	-	-	125,000
3	Arden Hills Generator Replacement	Not Ranked	-	-	225,000	-	-	-	225,000
SHERIFF									
3	Water Patrol Station Security	12	478,900	-	-	-	-	-	478,900
1	Patrol Station Security	15	898,500	-	-	-	-	-	898,500
2	Water Patrol Search, Rescue, & Recover Equipment	8	87,856	-	-	-	-	-	87,856
TOTAL SAFETY & JUSTICE			1,465,256	-	1,330,000	-	-	-	2,795,256
OTHER									
----	Bond Issuance Costs	Not Ranked	164,402	-	-	-	-	-	164,402
TOTAL OTHER			164,402	-	-	-	-	-	164,402
TOTAL CIP REGULAR PROJECTS			12,000,000	-	1,330,000	159,870,000	10,268,000	260,504,953	443,972,953

APPROVED CAPITAL IMPROVEMENT PROJECTS BY DEPARTMENT FOR 2022-2023

SCHEDULE 1
(Continued)

SUMMARY OF PROJECTS FOR 2022 - 2023

CIP PROJ. PAGE NO. NO.	DEPARTMENT NAME/PROJECT TITLE	COMBINED RANK	2022 - 2023 FUNDING SOURCE						2022-2023 TOTAL APPROVED
			CIP BONDS	COUNTY LEVY	COUNTY OTHER	FEDERAL	STATE	MUNICIPAL/ OTHER	
MAJOR PROJECTS									
-----	Building Automation Systems	Not Ranked	4,184,721	-	-	-	-	-	4,184,721
-----	Building Exterior Envelope Restoration	Not Ranked	350,000	-	-	-	-	-	350,000
-----	Care Center Heating, Ventilation, & Air Conditioning (HVAC)	Not Ranked	1,627,167	-	-	-	-	-	1,627,167
-----	City Hall/Courthouse Roof & Rooftop Ductwork	Not Ranked	2,150,300	-	-	-	-	-	2,150,300
-----	Goodrich and Manitou Ridge Golf Course Improvements	Not Ranked	6,736,546	-	-	-	-	-	6,736,546
-----	Metro Square Exterior Envelope Assessment & Repair	Not Ranked	3,559,552	-	-	-	-	-	3,559,552
-----	90 West Plato Building Exterior Envelope Renovation	Not Ranked	4,228,991	-	-	-	-	-	4,228,991
-----	Safety and Security Enhancements-Adult Detention Center	Not Ranked	2,957,721	-	-	-	-	-	2,957,721
-----	Strategic Development Opportunities	Not Ranked	40,000,000	-	-	-	-	-	40,000,000
-----	Bond Issuance Costs	Not Ranked	205,002	-	-	-	-	-	205,002
	TOTAL MAJOR PROJECTS		<u>66,000,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>66,000,000</u>

APPROVED CAPITAL IMPROVEMENT PROJECTS BY DEPARTMENT FOR 2022-2023

SCHEDULE 1
(Continued)

SUMMARY OF PROJECTS FOR 2022 - 2023

CIP PROJ. PAGE NO. NO.	DEPARTMENT NAME/PROJECT TITLE	COMBINED RANK	2022 - 2023 FUNDING SOURCE						2022-2023 TOTAL APPROVED
			CIP BONDS	COUNTY LEVY	COUNTY OTHER	FEDERAL	STATE	MUNICIPAL/ OTHER	
BUILDING IMPROVEMENTS/REPAIRS									
-----	BLDG IMPROVEMENTS-EXTENSION BARN	Not Ranked	-	66,640	-	-	-	-	66,640
-----	BLDG IMPROVEMENTS-LANDMARK CENTER	Not Ranked	-	399,600	-	-	-	-	399,600
-----	BLDG IMPROVEMENTS-PARKS	Not Ranked	-	1,733,760	-	-	272,960	50,000	2,056,720
	TOTAL BUILDING IMPROVEMENTS/REPAIRS		-	2,200,000	-	-	272,960	50,000	2,522,960
BUILDING IMPROVEMENTS - PROPERTY MANAGEMENT									
-----	BLDG IMPROVEMENTS - PUBL WKS/PATROL STATION	Not Ranked	-	-	991,442	-	-	-	991,442
-----	BLDG IMPROVEMENTS - LIBRARIES	Not Ranked	-	-	761,676	-	-	-	761,676
-----	BLDG IMPROVEMENTS - CH/CH	Not Ranked	-	-	494,492	-	-	-	494,492
-----	BLDG IMPROVEMENTS - GENERAL BUILDING FUND	Not Ranked	-	-	4,721,634	-	-	-	4,721,634
	TOTAL BUILDING IMPROVEMENTS - PROPERTY MANAGEMENT		-	-	6,969,244	-	-	-	6,969,244
TOTAL CIP PROJECTS APPROVED FUNDING FOR 2022 - 2023			78,000,000	2,200,000	8,299,244	159,870,000	10,540,960	260,554,953	519,465,157

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10 OFFICIAL SUMMARY OF ORDINANCE
11 AUTHORIZING THE ISSUANCE OF
12 GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS
13 IN AN AGGREGATE AMOUNT NOT TO EXCEED \$59,000,000
14

15 This ordinance authorizes the issuance of bonds, notes or other obligations, in one or more series in
16 an aggregate principal amount not to exceed \$59,000,000 for capital improvement needs.
17
18
19

20 ORDINANCE NO. _____
21

22 AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION CAPITAL
23 IMPROVEMENT BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$59,000,000
24
25

26 A. WHEREAS, since 1989, Ramsey County, Minnesota (the “County”), has issued
27 bonds to finance capital improvements identified in a capital improvement plan developed with
28 citizen participation; and
29

30 B. WHEREAS, the Home Rule Charter of the County (the “Home Rule Charter”) is a
31 desirable source of authority for the issuance of such bonds; and
32

33 C. WHEREAS, the County’s proposed capital improvement budget for 2023
34 contemplates undertaking capital improvements financed in part by bonds, notes or other
35 obligations, in one or more series, in an estimated aggregate amount of \$59,000,000; and
36

37 NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE COUNTY OF
38 RAMSEY DOES ORDAIN as follows:
39

- 40 1. Authorization of Bonds - The bonding and borrowing of money by the issuance of general
41 obligation bonds, notes or other obligations, in one or more series from time to time as needed,
42 in an aggregate principal amount not to exceed \$59,000,000 plus the amount of any premium
43 paid with respect thereto (the “Bonds”) is hereby authorized to finance (1) the costs of
44 improvements set forth in the 2023 capital improvement budget of the County, as approved and
45 amended, which may include, without limitation, improvements in connection with the
46 RiversEdge development; (2) the costs of any other improvements set forth in the County’s

47 capital improvement budgets of any year and any other capital expenditures authorized by the
48 County, to the extent proceeds of the Bonds are not expended on improvements set forth in the
49 2023 capital improvement budget, as approved and amended. The amount authorized under
50 this Ordinance is in addition to amounts previously authorized under prior ordinances of the
51 County.

52
53 2. Bonding Procedure and Terms - The Bonds shall be scheduled for sale and awarded for sale by
54 resolutions. The specific amount, maturities, interest rates and other terms and conditions of
55 the Bonds and covenants with respect to the Bonds shall be set or made by resolution.

56
57 3. Taxes - The Bonds shall be general obligations to which the full faith and credit and taxing
58 powers of the County are pledged. The Bonds may also be paid from interest earnings on the
59 debt service account, and from any other moneys appropriated by the County Board. The taxes
60 levied for the payment of the Bonds shall not limit or reduce the ability of the County to levy
61 taxes for the payment of the costs of other capital improvements or obligations issued to
62 finance the payment of such costs

63
64 4. Authorization of Refunding Bonds - The bonding or borrowing of money by the issuance of
65 bonds or other obligations to refund the Bonds is hereby authorized on the same basis as set
66 forth in paragraphs 4 and 5 of Ordinance No. 93-292, authorizing the refunding of bonds issued
67 prior to November 6, 1992. Further proceedings to schedule such refunding bonds for sale, to
68 set the terms and conditions thereof, to make covenants with respect thereto and to award the
69 sale thereof may be, and are hereby authorized to be, done or taken by resolution.

70
71 5. Referendum Upon Petition - This ordinance is subject to the ordinance procedure of the
72 County's Home Rule Charter, including the holding of a referendum if a sufficient petition is
73 filed within forty-five (45) days after its publication. Among other conditions to be met, a
74 sufficient petition must be signed by registered voters of the County equal in number to ten
75 percent (10%) of those who voted in the County for the office of President of the United States
76 in the last general election.

RESOLUTION AUTHORIZING
THE SALE OF GENERAL OBLIGATION CAPITAL
IMPROVEMENT PLAN BONDS, SERIES 2023B,
SUBJECT TO CERTAIN PARAMETERS;
FIXING THEIR FORM AND SPECIFICATIONS;
DIRECTING THEIR EXECUTION AND DELIVERY;
AND AUTHORIZING A TAX LEVY FOR THE PAYMENT THEREOF

A. WHEREAS, Ramsey County, Minnesota (the “County”) has adopted a Capital Improvement Plan for the years 2023 to 2027 (the “Plan”) pursuant to authority of its Home Rule Charter, rather than Minnesota Statutes, Section 373.40, Subdivision 3, and the Plan and a 2023 capital improvement budget provide for the financing and construction of various capital improvements in the County; and

B. WHEREAS, the Board of Commissioners of the County, by an ordinance adopted November 22, 2022, has determined that it is necessary and expedient to issue bonds in an aggregate principal amount, of up to \$59,000,000 plus the amount of any premium to finance (1) the costs of improvements set forth in the 2023 capital improvement budget of the County, as approved and amended, (2) the costs of any other improvements set forth in the County’s capital improvement budgets of any year and any other capital expenditures authorized by the County, to the extent proceeds of the Bonds are not expended on improvements set forth in the 2023 capital improvement budget, as approved and amended, pursuant to its Home Rule Charter and Minnesota Statutes, Chapter 475; and

C. WHEREAS, the ordinance was published on November 30, 2022, and has not been subjected to referendum by a petition filed within 45 days after said publication and is now effective; and

D. WHEREAS, it is necessary and expedient to the sound financial management of the affairs of the County to issue its General Obligation Capital Improvement Plan Bonds, Series 2023B (the “Bonds”), subject to certain parameters provided herein, in the aggregate principal amount of approximately \$40,000,000 plus the amount of any premium, to finance (1) various capital improvement projects in accordance with the County’s 2023 capital improvement budget, as approved and amended, including the acquisition and renovation of a building to be used as office space for the County (collectively, the “Improvements”) or (2) the costs of any other improvements set forth in the County’s capital improvement budgets of any year and any other capital expenditures authorized by the County, to the extent proceeds of the Bonds are not expended on improvements set forth in the 2023 capital improvement budget, as approved and amended; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Ramsey County, Minnesota, as follows:

Section 1. Sale of Bonds.

1.01 Terms of Bond Sale; Notice; Pricing Committee. The County has retained Baker Tilly Municipal Advisors LLC, St. Paul, Minnesota (“Baker Tilly”) as independent municipal

advisor, and, pursuant to Minnesota Statutes, Section 475.60, subdivision 2, paragraph 9, Baker Tilly is hereby authorized to solicit proposals for the Bonds on behalf of the County on a competitive basis without requirement of published notice. The terms of the Bonds and the sale thereof shall be approximately as set forth in the Terms of Proposal attached as **Exhibit A** hereto, which are hereby approved, as may be adjusted in accordance with the parameters set forth herein. The County hereby determines to sell the Bonds in accordance with the procedures set forth in **Exhibit A**. The County hereby establishes a pricing committee with respect to the sale of the Bonds comprised of the County Board Chair or the County Board Vice Chair, the County Manager, and the Chief Financial Officer (the "Pricing Committee"). The Pricing Committee is authorized and directed, upon satisfaction of the conditions for the issuance of the Bonds under the Act and with the advice of Baker Tilly MA, to (i) review proposals for the sale of the Bonds; (ii) award the sale of the Bonds to the prospective purchaser (the "Purchaser"), not later than 90 days from the date hereof, in an aggregate principal amount not to exceed \$40,000,000 plus any premium, with a true interest cost not to exceed 5.25% and a final maturity not later than February 1, 2043; (iii) approve the dates for optional redemption or any mandatory sinking fund redemption schedule; and (iv) approve the tax levy for the repayment of the Bonds. Subject to a determination by the Pricing Committee, the County hereby approves the sale of the Bonds to the Purchaser, at the price, par bond principal amount, maturity schedule, and rates to be determined by the Pricing Committee based on the lowest true interest cost.

1.02 Contract with the Purchaser. Any amount paid by the Purchaser over the minimum purchase price shall be credited to the Debt Service Account of the Fund hereinafter created, or deposited in the Construction Account of the Fund hereinafter created, as determined by the Finance Director/Chief Finance Officer after consultation with the County's municipal advisor. The Chair of the County Board, Chief Clerk and County Manager are authorized to execute a contract with the Purchaser on behalf of the County, if requested by the Purchaser.

1.03 Terms and Principal Amounts of the Bonds. Subject to a determination by the Pricing Committee, the County will forthwith issue and sell the Bonds, pursuant to the Act, in an aggregate principal amount not to exceed \$40,000,000 plus any premium, originally dated the date of issuance, in fully registered form, in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as determined by the Pricing Committee, and maturing on February 1 in the years and amounts as determined by the Pricing Committee.

1.04 Optional Redemption. The Pricing Committee will determine whether and when the Bonds will be subject to optional redemption prior to maturity. If the Bonds are subject to optional redemption, the following provisions shall apply: Redemption may be in whole or in part and if in part, at the option of the County and in such manner as the County will determine. If less than all Bonds of a maturity are called for redemption, the County will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

Section 2. Registration and Payment.

2.01 Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02 Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2024, to the registered owners of record thereof as of the close of business on the 15th day of the immediately preceding month, whether or not that day is a business day.

2.03 Registration. The County will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the County and the Registrar with respect thereto are as follows:

(a) Register. The Registrar will keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of the Bonds and the registration of transfers and exchanges of the Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the 15th day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the registered owner’s attorney in writing.

(d) Cancellation. All Bonds surrendered upon a transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the County.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer such Bond until the Registrar is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no

liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The County and the Registrar may treat the person in whose name a Bond, at any time, is registered, as of the applicable record date, in the bond register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for each transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to the Registrar that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the County and the Registrar will be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the County. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it will not be necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, written notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) at least 30 days prior to the redemption date to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04 Appointment of Initial Registrar. The County hereby appoints U.S. Bank Trust Company, National Association, St. Paul, Minnesota as the initial Registrar. The Chair and the Chief Clerk are authorized to execute and deliver, on behalf of the County, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation

is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The County agrees to pay the reasonable and customary charges of the Registrar for the services performed. The County reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this Council, the County Finance Director/Chief Finance Officer will transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05 Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the County Finance Director/Chief Finance Officer and executed on behalf of the County by the signatures of the Chair of its Board of Commissioners, its Chief Clerk, and its County Manager, provided that all signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of the Bonds, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed and authenticated, the County Finance Director/Chief Finance Officer will deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as set forth in **EXHIBIT A**.

3.02 Approving Legal Opinion. The County Finance Director/Chief Finance Officer is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which will be complete except as to dating thereof and will cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01 Funds and Accounts. There is hereby created a special fund to be designated the "General Obligation Capital Improvement Plan Bonds, Series 2023B Fund" (the "Fund") to be administered and maintained by the Finance Director/Chief Finance Officer as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the County. The Fund shall be maintained in the manner herein specified until the Bonds have been fully paid. There shall be maintained in the Fund two separate accounts, to be designated the

“Construction Account” and “Debt Service Account”, respectively, to which shall be credited and debited all income and disbursements as hereinafter set forth.

(i) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Bonds, plus any amount over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Construction Account in accordance with Section 1.02, less the appropriations made in paragraph (ii). From the Construction Account there shall be paid the costs and expenses of the Improvements, including the cost of any contracts heretofore let or entered into and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65, and the costs of issuance of the Bonds; and the moneys in said account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes herein levied or covenanted to be levied; and provided further that if upon completion of the Improvements there shall remain any unexpended balance in the Construction Account, the balance may be transferred by the Board of Commissioners to the fund of any other capital improvement undertaken pursuant to the Plan, or used to pay the costs of any other purpose permitted by law.

(ii) Debt Service Account. There are hereby irrevocably appropriated and pledged to, and there shall be credited to, the Debt Service Account: (a) the proceeds of the ad valorem taxes herein or hereafter levied (the “Taxes”) for the Bonds, (b) capitalized interest financed from Bond proceeds, if any; (c) any amount over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Account in accordance with Section 1.02; (d) all investment earnings on amounts in the Debt Service Account; and (e) any other funds appropriated for the payment of principal or interest on the Bonds. If a payment of principal or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Account to pay the same, the Finance Director/Chief Finance Officer is directed to pay such principal or interest from the general fund or other funds of the County, and such fund will be reimbursed for those advances out of the proceeds of Taxes when collected.

4.02 Filing. The County Manager, or designee, is authorized and directed to file a certified copy of this resolution with the County Auditor and to obtain the certificate required by Section 475.63 of the Act and the tax levy required by law has been made.

4.03 Tax Levy; Coverage Test.

(a) To provide moneys for payment of the principal and interest on the Bonds, there is hereby levied upon all of the taxable property in the County a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the County. The Taxes will be credited to the Debt Service Fund above provided and will be in the years and amounts as to be set for in the certificate of the Pricing Committee.

(b) The tax levies are such that if collected in full they, together with estimated collections of other revenues herein pledged for the payment of the Bonds, will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the

Bonds. The tax levies shall be irrevocable so long as any of the Bonds are outstanding and unpaid, provided that the County reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

Section 5. Authentication of Transcript.

5.01 County Proceedings and Records. The officers of the County are authorized and hereby directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the County relating to the Bonds and to the financial condition and affairs of the County, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the County as to the facts stated therein.

5.02 Certification as to Official Statement. The Chair of the Board of Commissioners, the Chief Clerk, the County Manager and Finance Director/Chief Finance Officer or any of them, are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is, as of the date thereof, a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement, as it relates to the County and the Bonds.

5.03 Other Certificates. The Chair of the Board of Commissioners or the Vice Chair of the Board of Commissioners, the Chief Clerk, the County Manager and Finance Director/Chief Finance Officer or any of them, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the County or incumbency of its officers, at the closing the Chair of the Board of Commissioners, the Chief Clerk, the County Manager and Finance Director/Chief Finance Officer or any of them, shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Director of Finance shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04 Electronic Signatures. The electronic signature of the Chair of the Board of Commissioners, the Vice Chair of the Board of Commissioners, the Chief Clerk, the County Manager and Finance Director/Chief Finance Officer, or any of them, to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the County thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

Section 6. Tax Covenants.

6.01 Tax Exempt Bonds. The County covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds. To that end, the County will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments and limitations on amounts invested at a yield greater than the yield on the Bonds.

6.02 Rebate. The County will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds and the rebate of excess investment earnings to the United States (unless the County qualifies for any exception from rebate requirements based on timely expenditure of proceeds of the Bonds, in accordance with the Code and applicable Treasury Regulations).

6.03 Not Private Activity Bonds. The County further covenants not to use the proceeds of the Bonds or to cause or permit the facilities financed by the Bonds, or any of them to be used, in such a manner as to cause the Bonds to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04 No Designation of Qualified Tax-Exempt Obligations. The Certificate has not been designated as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Code.

6.05 Procedural Requirements. The County will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of County.

7.01 DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in the Pricing Certificate. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02 Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the County, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The County, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the County’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the County Director of Finance of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.,” will refer to such new nominee of DTC; and upon receipt of such a notice, the County Director of Finance will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03 Representation Letter. The County has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the County with respect to the Bonds will agree to take all action necessary for all representations of the County in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04 Transfers Outside Book-Entry System. In the event the County, by resolution of the Board of Commissioners, determines that it is in the best interests of the persons having beneficial interests, in the Bonds that they be able to obtain Bond certificates, the County will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the County will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the County and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the County will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05 Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01 County Compliance with Provisions of Continuing Disclosure Certificate. The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the County to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the County to comply with its obligations under this section.

8.02 Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Chair of the Board of Commissioners, the Chief Clerk and the County Manager and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

Section 9. Defeasance. When all of the Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the County for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The County may discharge the Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Section 10. Reimbursement. (a) The County reasonably expects to reimburse the expenditures made for certain costs of the Improvements from the proceeds of tax-exempt bonds in a principal amount currently estimated not to exceed \$40,000,000. All reimbursed expenditures related to the Improvements will be capital expenditures, costs of issuance of the tax-exempt bonds or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) under the Internal Revenue Code of 1986, as amended.

(b) This declaration of official intent (the “Declaration”) has been made not later than 60 days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of tax-exempt bonds, except for the following expenditures: (a) costs of issuance of tax-exempt bonds; (b) costs in an amount not in excess of the lesser of \$100,000 or 5% of the proceeds of the tax-exempt bonds; or (c) “preliminary expenditures” up to an amount not in excess of 20% of the aggregate issue price of the tax-exempt bonds that are reasonably expected by the County to finance the Improvements. The term “preliminary expenditures” includes architectural, engineering, surveying, soil testing, bond issuance and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of the Improvements, excluding land acquisition, site preparation, and similar costs incident to commencement of construction.

(c) This Declaration is an expression of the reasonable expectations of the County based on the facts and circumstances known to the County as of the date hereof. The anticipated original expenditures for the Improvements and the principal amount of the Bonds are consistent with the County’s budgetary and financial circumstances. No sources other than proceeds of tax-exempt bonds are reasonably expected to be reserved, allocated on a long-term basis, or otherwise set aside pursuant to the County’s budget or financial policies to pay such expenditures for which bonds are issued.

Section 11. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

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

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA

COUNTY OF RAMSEY

I, the undersigned, being the duly qualified and acting Clerk of Ramsey County, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale, subject to certain parameters, of the General Obligation Capital Improvement Plan Bonds, Series 2023B of the County.

WITNESS my hand on this ___ day of _____, 2023.

Clerk

EXHIBIT A
TERMS OF PROPOSAL

THE COUNTY HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$40,000,000*

RAMSEY COUNTY, MINNESOTA

GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2023B

(BOOK ENTRY ONLY)

Proposals for the above-referenced obligations (the "Bonds") will be received by Ramsey County, Minnesota (the "County") on Monday, April 17, 2023 (the "Sale Date") until 11:00 A.M., Central Time (the "Sale Time") at the offices of Baker Tilly Municipal Advisors, LLC ("Baker Tilly MA"), 30 East 7th Street, Suite 3025, Saint Paul, MN 55101, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by a designated Pricing Committee subsequent to the opening of proposals.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder or its proposal to reach Baker Tilly MA prior to the Sale Time, and neither the County nor Baker Tilly MA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the County to purchase the Bonds regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Completed, signed proposals may be submitted to Baker Tilly MA by email to bids@bakertilly.com, and must be received prior to the Sale Time.

OR

(b) **Electronic Bidding.** Proposals may also be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the County, its agents, nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the County, its agents, nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The County is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY® is not an agent of the County.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

*Preliminary; subject to change.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2023 Baker Tilly Municipal Advisors, LLC.

DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2024. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature February 1 in the years and amounts* as follows:

2024	\$1,740,000	2028	\$1,510,000	2032	\$1,835,000	2036	\$2,145,000	2040	\$2,510,000
2025	\$1,305,000	2029	\$1,585,000	2033	\$1,930,000	2037	\$2,225,000	2041	\$2,620,000
2026	\$1,375,000	2030	\$1,665,000	2034	\$1,995,000	2038	\$2,315,000	2042	\$2,730,000
2027	\$1,440,000	2031	\$1,750,000	2035	\$2,065,000	2039	\$2,410,000	2043	\$2,850,000

*The County reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the amount of any maturity or maturities in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Bonds as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the County for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository for the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the “Purchaser”), as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR AND PAYING AGENT

U.S. Bank Trust Company, National Association, Saint Paul, Minnesota will serve as registrar and paying agent (the “Registrar”) for the Bonds, and shall be subject to applicable regulations of the Securities and Exchange Commission. The County will pay for the services of the registrar.

OPTIONAL REDEMPTION

The County may elect on February 1, 2032, and on any day thereafter, to redeem Bonds due on or after February 1, 2033. Redemption may be in whole or in part and if in part at the option of the County and in such manner as the County shall determine. If less than all Bonds of a maturity are called for redemption, the County will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

*Preliminary; subject to change.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2023 Baker Tilly Municipal Advisors, LLC.

SECURITY AND PURPOSE

The Bonds will be general obligations of the County for which the County will pledge its full faith and credit and power to levy direct general ad valorem taxes. The proceeds of the Bonds will be used to (i) finance the acquisition and improvement of certain facilities of the County for County purposes in accordance with the County's adopted 2022-2027 Capital Improvement Program Plan; and (ii) pay the costs associated with the issuance of the Bonds.

NOT BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The County will not designate the Bonds as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BIDDING PARAMETERS

Proposals shall be for not less than \$40,140,052 plus accrued interest, if any, on the total principal amount of the Bonds. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the proposal form.

No proposal can be withdrawn or amended after the time set for receiving proposals unless award of the Bonds is not made by the Pricing Committee following the opening of proposals, as designated by the County pursuant to a resolution adopted on March 21, 2023.

ESTABLISHMENT OF ISSUE PRICE

In order to provide the County with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the County in establishing the issue price of the Bonds and shall complete, execute, and deliver to the County prior to the closing date, a written certification in a form acceptable to the Purchaser, the County, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. [However, such Issue Price Certificate may indicate that the Purchaser has purchased the Bonds for its own account in a capacity other than as an underwriter or wholesaler, and currently has no intent to reoffer the Bonds for sale to the public.] Any action to be taken or documentation to be received by the County pursuant hereto may be taken or received on behalf of the County by Baker Tilly MA.

The County intends that the sale of the Bonds pursuant to this Terms of Proposal shall constitute a "competitive sale" as defined in the Regulation based on the following:

- (i) the County shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- (ii) all bidders shall have an equal opportunity to submit a bid;
- (iii) the County reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and
- (iv) the County anticipates awarding the sale of the Bonds to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See "AWARD" herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Bonds, as specified in the proposal. The Purchaser shall constitute an “underwriter” as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Bonds.

If all of the requirements of a “competitive sale” are not satisfied, the County shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the County and Baker Tilly MA if 10% of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The County will treat such sale price as the “issue price” for such maturity, applied on a maturity-by-maturity basis. The County will not require the Purchaser to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the County will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the County and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the County and Baker Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Bonds or until all of the Bonds of a maturity have been sold.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the County in the amount of \$400,000 (the “Deposit”) no later than 3:00 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the County nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the County may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

A Deposit will be considered timely delivered to the County upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the County and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the County.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the County. The County's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The County will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the County determines to have failed to comply with the terms herein.

CUSIP NUMBERS

If the Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Bonds; however, neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Bonds. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about May 18, 2023, the Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Kennedy & Graven, Chartered of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the County or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the County, or its agents, the Purchaser shall be liable to the County for any loss suffered by the County by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the County will undertake, pursuant to the resolution awarding sale of the Bonds, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The Purchaser's obligation to purchase the Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Bonds.

OFFICIAL STATEMENT

The County has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds, and said Preliminary Official Statement has been deemed final by the County as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the County, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000, or by email bids@bakertilly.com. The Preliminary Official Statement will also be made available at <https://connect.bakertilly.com/bond-sales-calendar>.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to the Purchaser, the County agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The County designates the Purchaser as its agent for purposes of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the County, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated March 21, 2023

BY ORDER OF THE BOARD OF COMMISSIONERS

/s/ Ryan T. O'Connor
County Manager

EXHIBIT B
FORM OF BOND

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF RAMSEY

R- _____ \$ _____

GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN
BOND, SERIES 2023B

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
%		_____, 2023	

REGISTERED OWNER: CEDE & CO.

RAMSEY COUNTY, MINNESOTA a duly organized and existing municipal corporation (the “County”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum set forth above on the Maturity Date specified above, unless called for earlier redemption, with interest thereon from the date hereof at the annual Rate specified above (calculated on the basis of a 360-day year of twelve 30-day months), payable February 1 and August 1 in each year, commencing February 1, 2024, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank Trust Company, National Association, St. Paul, Minnesota,, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the County have been and are hereby irrevocably pledged.

The County may elect on February 1, 203__, and on any date thereafter to prepay Bonds maturing on or after February 1, 203__. Redemption may be in whole or in part and if in part, at the option of the County and in such manner as the County will determine. If less than all Bonds of a maturity are called for redemption, the County will notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

The County Board has not designated the issue of Bonds of which this Bond forms a part as “qualified tax exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

This Bond is one of an issue in the aggregate principal amount of \$40,000,000 all of like original issue date and tenor, except as to number, maturity date, interest rate, denomination and redemption privilege, all issued pursuant to a resolution adopted by the Board of Commissioners on March 21, 2023 (the “Resolution”), for the purpose of providing money to pay for the cost of (1) the costs of various capital improvements set forth in the 2023 capital improvement budget of the County, as approved and amended, including the acquisition and renovation of a building to be used as office space for the County and upgrades to the new facility and County buildings and (2) the costs of any other improvements set forth in the County’s capital improvement budgets of any year and any other capital expenditures authorized by the County, to the extent proceeds of the Bonds are not expended on improvements set forth in the 2023 capital improvement budget, as approved and amended, pursuant to its Home Rule Charter and Minnesota Statutes, Chapter 475. The principal hereof and the interest hereon are payable from ad valorem taxes levied on all taxable property in the County, all as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the County are irrevocably pledged for payment of this Bond and the Board has obligated itself to levy additional ad valorem taxes on all taxable property in the County in the event of any deficiency in ad valorem taxes pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the County at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the County will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The County and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the County nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota and the charter of the County to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law; and that this Bond, together with all other debts of the County outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional, statutory or charter limitation of indebtedness.

IN WITNESS WHEREOF, Ramsey County, Minnesota, by its Board of Commissioners has caused this Bond to be sealed with its official seal or a facsimile thereof, which may be omitted as permitted by law, and to be executed on its behalf by the facsimile signature of the Chair of its Board of Commissioners, attested by the facsimile signature of its Chief Clerk, and countersigned by the facsimile signature of its County Manager.

Date of Registration:

Registrable by: Finance Director/ Chief Finance
Officer of
Ramsey County, Minnesota

Payable at: Finance Director/ Chief Finance
Officer of
Ramsey County, Minnesota

RAMSEY COUNTY, MINNESOTA

Chair of the Board of Commissioners

Attest:

Chief Clerk

Countersigned:

County Manager

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION**

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship and not as tenants in common

UTMA - _____ as custodian for _____
(Cust) (Minor)
under the _____ Uniform Transfers to Minors Act
(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor’s signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program (“STAMP”), the Stock Exchange Medallion Program (“SEMP”), the New York Stock Exchange, Inc. Medallion Signatures Program (“MSP”) or other such “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	Signature of <u>Registrar</u>
_____, 2023	Cede & Co. Federal ID #13-2555119	_____

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

COUNTY AUDITOR’S CERTIFICATE AS
TO TAX LEVY AND REGISTRATION

I, the undersigned, being the duly qualified and acting County Auditor of Ramsey County, DO HEREBY CERTIFY that on the date hereof there was filed in my office a certified copy of a resolution adopted on March 21, 2023, by the Board of Commissioners of Ramsey County, Minnesota (the “County”), and the accompanying Certificate of Pricing Committee levying taxes for the payment of \$ _____ General Obligation Capital Improvement Plan Bonds, Series 2023B, dated as of date of delivery, have been filed in my office and said obligations have been registered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS this _____ day of _____, 2023.

County Auditor

Ramsey County, Minnesota
General Obligation Capital Improvement Plan Bonds, Series 2023B
Schedule of Events

<u>Date</u>	<u>Event</u>
October 25, 2022	First Reading of Ordinance
November 15, 2022	Second Reading Ordinance
November 22, 2022	Action of Ordinance
March 21, 2023	Authorizing the sale of the Series 2023B Bonds; establishing Pricing Committee and Parameters for award; and reimbursement of project expenditures from Series 2023B Bonds proceed
April 17, 2023	Sale of the Series 2023B Bonds; consideration of award by Pricing Committee and execution of Pricing Committee
April 18, 2023	Results of the Series 2023B Bonds sale presented to the County Board
May 18, 2023	Settlement of the Series 2023B Bonds, receipt of proceeds

Board of Commissioners

Request for Board Action

Item Number: 2023-107

Meeting Date: 3/21/2023

Sponsor: Social Services

Title

Joint Powers Agreement with the City of Saint Paul for the American Rescue Plan Act Innovation in Community and Safety Grant

Recommendation

1. Approve the Joint Powers Agreement with the city of Saint Paul from July 22, 2022, through April 30, 2023.
2. Authorize the Chair and Chief Clerk to approve and execute the Joint Powers Agreement

Background and Rationale

The Saint Paul Police Department approached Ramsey County to continue their partnership with the Community Outreach and Stabilization Team (COAST). The primary goal of COAST is to improve the quality of life and reduce unnecessary use of the emergency health care system by connecting people in crisis with the care they need, helping to significantly reduce mental-health-crisis-related arrests and repeat calls for service.

The team takes a proactive approach and is committed to assisting residents in crisis while helping individuals and their families navigate the healthcare system. Saint Paul Police Department initially approached Ramsey County in 2019 to embed two Social Workers within their unit.

The embedded social workers provide services including crisis assessments, follow-up with police reports of individuals in crisis; short term case management to help with stabilization for residents who are identified as high utilizers of emergency services and assisting residents who need mental health support but struggle to engage by connecting them with less restrictive community-based services. The goals of the embedded Social Worker partnership include reducing the amount of public safety resources needed to mitigate mental health and crisis-related incidents and to reduce the use of force and the number of adverse events.

Saint Paul Police Department was awarded \$97,200 in federal funding for the American Rescue Plan Act Innovation in Community and Safety (ARPAIC) grant which will be used toward investments to address the public health and mental health impacts of COVID-19 by permitting a co-responder team to connect with individuals experiencing severe and persistent mental illness who are disconnected from medical and social services.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

African Americans, Indigenous, and other people of color are overrepresented in the criminal justice system. Improving police responses to people with mental illness and creating opportunities for community-based treatment, including culturally specific options, will reduce the number of people of color who are incarcerated when mental health treatment would be the appropriate response. The Ramsey County Crisis and Stabilization Units are committed to supporting the mental health wellness of residents through services and referrals for

longer-term care.

Community Participation Level and Impact

The co-responder model was created in response to the community's request for increased mental health services and reduced negative consequences; specifically, fewer arrests during crises and 2 fewer 911 calls for mental health-related interventions. The project will enable a Ramsey County mental health professional/practitioner in collaboration with the Saint Paul Police Department, to engage residents. Specific community participation activities will include educating the community about the co-responder model through targeted community engagement activities, conducting focused conversations and listening sessions with community members most impacted by the co-responder model, and developing recommendations for shaping community-defined mental health services and indicators of wellbeing. The Co-Responder Program hopes to increase community's level of trust of police and county systems and a sense of wellness in the community.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Funding for both embedded Social Workers are included this in the Joint Powers and the previous Amended agreement. No levy funds support this project.

Last Previous Action

On August 20, 2019, the Ramsey County Board authorized acceptance of a grant from the city of Saint Paul and approved the addition of two mental health professionals or practitioners to the Social Services personnel complement to co-respond with Saint Paul police officers on calls involving individuals with mental illness. (Resolution B2019-199)

Attachments

1. Joint Powers Agreement with the City of Saint Paul

JOINT POWERS AGREEMENT

Between
The City of Saint Paul
And
Ramsey County

CONCERNING ARPA INNOVATION IN COMMUNITY SAFETY GRANTS 2022

Federal Subaward Identification Requirements

1. Subrecipient's Name: Ramsey County
2. Subrecipient's Unique Entity Identifier: S5C3Q2AJXM83.
3. Federal Award Identification Number (FAIN): None
4. Federal Award Date: July 1, 2022
5. Subaward Period of Performance Start and End Date: July 1, 2022, thru April 30, 2023, (or as otherwise agreed to within the Agreement)
6. Subaward Budget period Start and End Date: July 1, 2022, to April 30, 2023
7. Amount of Federal Funds obligated to the Subrecipient by this action by the pass-through entity: \$97,200.00
8. Total amount of Federal Funds obligated to the Subrecipient by the pass-through entity, including this current obligation: \$97,200.00
9. Total Amount of the Federal Award Committed to the Subrecipient by the pass-through entity: \$97,200.00
10. Federal Award Project Description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA): Ramsey County represents a governmental entity serving nearly 500,000 residents in Minnesota. The county serves as the federally designated workforce entity for the entire county, including the City of Saint Paul. American Rescue Plan Act will be used toward investments to address the public health and mental health impacts of COVID-19 by providing a co-responder team to connect with individuals experiencing severe and persistent mental illness who are disconnected from medical and social services. This includes funding for Clinical personnel work in the field with SPPD patrol officers to respond to emergency calls that have been identified as mental health related incidents and directing individuals to needed medical and chemical dependency services and when feasible attempt to find diversionary alternatives to arrest.
11. Name of Federal Awarding Agency, Pass-Through Entity, and Contact Information for awarding official of the Pass-Through Entity:
 - a. Originating Federal Awarding Agency: United States Department of the Treasury
 - b. State Awarding Agency: Minnesota Department of Public Safety ("State"), Office of Justice Programs, 445 Minnesota Street, Suite 2300, St. Paul, MN 55101-2139
 - c. Grant Program and Agreement No: ARPA Innovation in Community Safety Grants 2022, A-ARPIC-2023-SPPD-00037
 - d. Pass-Through Entity: City of St. Paul Police Department, 367 Grove Street, Saint Paul, MN 55101
 - e. Pass-Through Entity Awarding Official: Police Chief, Saint Paul Police Department.

12. Assistance Listing Number (ALN) and Title: 21.027 - Coronavirus State and Local Fiscal Recovery Funds
13. Is award for R & D? No.
14. Indirect cost rate for the Federal Award: N/A.

This Joint Powers Agreement (the “Agreement”) is by and between Ramsey County (“County”), a political subdivision of the State of Minnesota, and the City of Saint Paul, a Minnesota municipal corporation (“City”). The County and City each a “Jurisdiction” and collectively the “Jurisdictions.”

WHEREAS, the Jurisdictions are governmental units as defined in Minnesota Statutes Section 471.59; and

WHEREAS, Sections 602(b) and 603(b) of the Social Security Act, as added by section 9901 of the American Rescue Plan Act (Pub. L. No. 117-2 and amendments thereto) (“ARPA”), authorized the U.S. Department of the Treasury (“Treasury”) to make payments to certain recipients from the Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”); and

WHEREAS, the SLFRF program delivered \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency; and

WHEREAS, under CFDA 21.027, Treasury granted \$144,678.00 to the Minnesota Department of Public Safety (the “State”) and the State has awarded \$ 144,678.00 to the City of Saint Paul (the “City Award”) (the “SLFRF” or “ARPA Funds”); and

WHEREAS, the COVID-19 pandemic created the need for rapid and responsive policies and investments in people, businesses, and families in the City of Saint Paul and Ramsey County; and

WHEREAS, the County and the City met over the past year to discuss and plan regarding the transformational opportunity made possible by the SLFRF; and

WHEREAS, the County and the City have identified an area of shared interest where collaboration will provide additional benefit to those served by the Jurisdictions; and

WHEREAS, the County and the City are especially committed to the recovery and development of the workforces in each Jurisdiction; and

WHEREAS, by bolstering existing programs within the Jurisdictions across the public service spectrum, the Jurisdictions ensure the success of efforts to achieve long-term health, equity, and prosperity for each Jurisdiction; and

WHEREAS, the County and the City find that working collaboratively provides the most

effective responses to the COVID-19 pandemic and said collaboration best supports families and communities, and improves overall outcomes; and

WHEREAS, pursuant to Treasury guidance, ARPA/SLFRF recipients may “pool” funds for eligible projects via intergovernmental transfers; and

WHEREAS, the City intends to transfer \$97,200.00 in ARPA/SLFRF Funds (City Award) to Ramsey County to carry out the purposes of the Innovation in Community Safety Program set forth in this Agreement; and

WHEREAS, the City’s transfer of funds to the County will be treated as a Subaward and the City will monitor the County as a Subrecipient for ARPA/SLFRF compliance and reporting purposes; and

WHEREAS, the Jurisdictions wish to enter into this Agreement pursuant to Minnesota Statutes section 471.59 to formalize their collaboration related to the ARPA/SLFRF Innovation in Community Safety Program and the deployment of the ARPA/SLFRF Funds for this purpose;

NOW THEREFORE, IT IS HEREBY AGREED, by and between the Jurisdictions as follows:

SECTION 1: PROGRAM PURPOSE

1.1 Purpose

In furtherance of the Jurisdictions’ desires to best utilize the ARPA/SLFRF Funds for transformational change in response to the COVID-19 pandemic and consistent with ARPA requirements, the Jurisdictions agree that collaboration on the following initiative: Innovation in Community Safety Program, as administered by Ramsey County, will best serve the residents of Ramsey County and the City of St. Paul (referred to as “Initiative”)

1. Innovation in Community Safety Program

SECTION 2: DEFINITIONS

In addition to those definitions provided within the Agreement, the following definitions also apply:

ARPA Guidance: Treasury adopted an Interim Final Rule and subsequently a Final Rule related to the American Rescue Plan Act (31 CFR Part 35), issued a Compliance and Reporting Guide, and provided answers to Frequently Asked Questions concerning the use of SLFRF allocated to state and local governments from the SLFRF. “ARPA Guidance” means: the Interim Final Rule, Final Rule, Compliance and Reporting Guide and Frequently Asked Questions and any other Treasury guidance, including as the same may be amended, supplemented, or superseded from time to time.

Attachment A: Means the **Attachment A** attached to this Agreement, which contains all of the special conditions, financial reporting, and other requirements as detailed in the Originating Grant Award from the Minnesota Department of Public Safety Office of Justice Programs for the initiative as referenced in Section 1.1 of this Agreement.

Attachment B: Means **Attachment B** attached to this Agreement, which contains the scope of work for the initiative as referenced in Section 1.1 of this Agreement.

City Program Administrator: Saint Paul Police Department Grants Management Staff designated to review and approve City Award reimbursement requests, and to oversee the monitoring and reporting obligations related to the Innovation in Community Safety Program.

County Program Administrator: County Staff designated to facilitate and administer the Innovation in Community Safety Program.

Date of Execution: Means the date the last Jurisdiction official signs the Joint Powers Agreement.

Disbursement: Means a payment made on a request for reimbursement or advanced disbursement basis.

Program Funds: Means all funds the County receives from the City pursuant to this Agreement and all Program Income as such is defined by 2 C.F.R. § 200.1.

Initiative Budget: Means the budget the County submits to the City for the Initiative that the City reviews and approves in writing, which the budget for the Initiative upon City approval become part of and are thereby incorporated into **Attachment A**.

Subaward: Means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient: Means an entity, usually but not limited to non-Federal entities, that

receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal Awarding Agency.

Uniform

Guidance: Means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, found at 2 C.F.R. 200.

SECTION 3: TERM, FUND TRANSFERS, USE OF FUNDS

3.1 Term & Period of Performance

- A. Term. The term of this Agreement commences on the first date of the Subaward Period of Performance and, unless terminated earlier as provided in this Agreement, shall terminate ninety (90) days after the earlier of (1) the date on which all ARPA Funds have been exhausted by the Jurisdictions or recaptured by the federal government; or (2) the end date for the Subaward Period of Performance (“Period of Performance.”) This Agreement may be extended upon mutual written agreement of the Jurisdictions.

Period of Performance. The Period of Performance for this Subaward begins on July 1, 2022, and ends on April 30, 2023. The County may use the ARPA/SLFRF Funds to cover eligible costs incurred during this Period of Performance for the Subaward.

3.2 Use of Funds, Reimbursement and Submissions, Advanced Disbursement, and Disbursements

- A. Use of Funds. The Statements of Work/Scopes of Services for the Initiative is hereby made part of this Agreement and collectively attached hereto as **Attachments A and B**. For each Initiative, the County shall provide services as described in **Attachments A and B**. The County agrees to undertake the activities on the Statement of Work/Scope of Services for the Initiative in accordance with the terms of this Agreement, and said activities shall be completed in accordance with the applicable timeframes for the Initiative set forth in **Attachments A and B**. If the County fails to comply with the applicable timeframes for the Initiative or any other term of this Agreement (including any attachments or exhibits made part of or incorporated in this Agreement), the City may enforce remedies for noncompliance or default in accordance with 2 C.F.R. §§ 200.339-200.343.
- B. Requests for Reimbursement. The City will provide the City Award to the County on a cost reimbursement basis. Any reimbursements must be in accordance with ARPA Guidance, Uniform Guidance, and City regulations and procedures. The City is under no obligation to honor or pay any request for reimbursement for an Initiative from sources other than from the

City Award that have been allocated for the Initiative. Disbursement is also subject to the County carrying out the Initiative in accordance with the terms of this Agreement (including **Attachments A, B and E**). Final requests for reimbursement must be submitted within 15 days following the end of the Period of Performance or as otherwise agreed to between the parties; the request must be dated no later than the last date of the Period of Performance. The City Program Administrator shall review and approve or deny the request in accordance with this Agreement.

C. Request for Reimbursement Submissions. The City may request verification of expenditures to ensure its own compliance with all Federal, State and local requirements. The County will respond to any questions or follow-up documentation needed by the City.

1.) **Periodic Invoices**. The County will invoice the City monthly.

2.) **Financial Monitoring**. The City will conduct 1-2 financial monitoring visits of the County's invoices over the period of the grant. At these visits, the County will provide the City with all appropriate supporting documentation of expenses for the initiative for a given month, and the City will reconcile that those align with what the County invoiced the City for that month for the initiative.

D. Requests for Advance Disbursement. Are not permissible for this subaward.

E. Disbursements. The City shall use best efforts to disburse any approved portion of the City Award allocated for the Initiative to the County within two weeks following approval of a Disbursement request and shall do so no later than 30 days following approval of the Disbursement request. Notwithstanding anything to the contrary, the City shall have no obligation to reimburse the County for any costs or expenses that the City deems an ineligible use of SLFRF Funds based on ARPA, SLFRF Award Terms and Conditions, and/or the ARPA Guidance as defined herein or that is not a permitted use of SLFRF Funds under this Agreement or pursuant to Uniform Guidance.

SECTION 4: JOINT CONTRACTING AND PURCHASING

4.1 Joint Contracting and Purchasing

If it becomes necessary or applicable, this Agreement shall specifically authorize the joint exercise of solicitation and contracting powers ("joint exercise") between the Jurisdictions for the purposes of carrying out the Innovation in Community Safety Program Initiative contemplated in this Agreement. In the event that joint exercise becomes necessary, each Jurisdiction will execute contracts and/or carry out purchasing activities directly with contractors and subrecipients and all ordering and payments will be the sole responsibility of the respective Jurisdiction. Except where the Jurisdictions agree to otherwise within this Agreement, in the event that joint exercise options are pursued, the obligations, liabilities, and responsibilities of a Jurisdiction will not be the obligation, liability, or responsibility of the other Jurisdiction. For the avoidance of doubt,

Attachments A and B specify that the County shall take on all purchasing and contracting activities related to the referenced Initiative in accordance with applicable federal, state, and local laws and regulations. The use of joint exercise will be available if needed at a future date and the City agrees to such joint exercise for the particular situation.

SECTION 5: COUNTY TERMS AND CONDITIONS

The City shall treat the County as a Subrecipient for the purposes of this Agreement and to comply with the ARPA Guidance. The County shall have all of the duties and obligations of a Subrecipient as defined in 2 C.F.R. 200.1.

5.1 Scope of Services

The County shall administer the Initiative consistent with the Statement of Work/Scope of Services for the Initiative and Initiative Budget, which is attached hereto as **Attachments A and B**. The Parties agree that **Attachments A and B** may require periodic modifications without formal amendment as outlined in Section 6.6. Modifications to **Attachments A and B** without formal amendment may include: (1) Changes in project leadership; (2) stopped work as a result of staff shortages or similar unforeseen circumstances; and (3) budget modifications between approved line items within each Initiative. All other changes will be subject to the formal amendment process outlined in Section 6.6 and may not be submitted for **Attachment A & B** modification pursuant to this section. The County must submit modification requests to the City Program Administrator in a format provided by the City. The City will approve or deny the request for modification in writing, and if approved, the modification will become a part of this Agreement as of the date of approval.

5.2 Uniform Administrative Requirements

The County shall comply with the policies, guidelines, and requirements and standards (as the same may be amended, supplemented, or superseded from time to time) set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 (the “Uniform Guidance”), as applicable and specified for SLFRF Awards.

5.3 Prohibited Activity

The County is prohibited from using Program Funds, or personnel employed in the administration of the Initiative for political activities, sectarian, religious or anti-religious activities, lobbying, political patronage, nepotism, unionization or anti-unionization activities, or billboard advertising.

5.4 Equipment Management Requirements

The County shall comply with the procedures for managing equipment in accordance with ARPA, ARPA Guidance, and Uniform Guidance.

5.5. Personnel

The County represents that it has engaged or will engage all personnel required to perform the services for the Initiative under this Agreement. All the services required hereunder shall be performed by the County or under its supervision, and all personnel engaged in performing the same

shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

5.6 Performance Monitoring and Reporting

The County is subject to the Federal, Uniform Administrative Requirements 2 CFR 200, including sections 200.303 (internal controls), 2CFR 200.330-332 (subrecipient monitoring), and Subpart f (audit requirements). The City may impose special conditions pursuant to 2 CFR 200.208.

- A. Performance Monitoring. The County shall participate in ongoing monitoring activities provided by the City which may include, but are not limited to, check-in calls, desk reviews and on-site visits with City staff. Further, as applicable, County shall be responsible for ongoing monitoring of its subcontractors and subrecipients.

The County agrees to furnish the City with additional programmatic and financial information it reasonably requires for effective monitoring of services, and pursuant to ARPA, ARPA Guidance, and Uniform Guidance. Such information shall be furnished within a reasonable period, set by the City.

- B. Reporting. Upon the City's request, the County will submit to the City Program Administrator written reports in a mutually agreeable format based on performance metrics outlined in this Agreement and Attachments A and B. The County agrees to provide to the City the information necessary for the City to reasonably satisfy its monitoring obligations and to reasonably satisfy any federal and/or state reporting and accountability requirements for the City Award. All financial transactions must have supporting documentation.

5.8 Insurance

The County shall purchase and maintain such insurance as will protect the County from claims which may arise out of, or result from, the County's operations under this Agreement, whether such operations are by the County or by any contractor or subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable. Alternatively, coverage may be provided through a program of self-insurance.

The County shall secure and maintain the following coverages and comply with all provisions noted. Certificates of Insurance or a Letter of Self Insurance shall be issued evidencing such coverage to the City throughout the term of this Agreement.

- A. Commercial General Liability Insurance. All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.

- \$ 1,500,000 per occurrence
 - \$ 2,000,000 general aggregate
 - \$ 2,000,000 products/completed operations total limit
 - \$ 1,500,000 personal injury and advertising liability

- B. Workers' Compensation and Employer's Liability

Workers' Compensation as required by Minnesota Statutes
Employer's Liability limits: \$500,000/\$500,000/\$500,000

All Certificates of Insurance/ Letters of self-insurance shall provide that the insurance company (or the County) gives the City thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.

The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the County to purchase and maintain additional insurance that may be necessary in connection with this Agreement.

Certificate of Insurance/Letters of Self-Insurance must indicate if the policy is issued pursuant to these requirements. The County shall not commence work until the County has obtained the required insurance and filed an acceptable Certificate of Insurance/Letter of Self-Insurance with the City Program Administrator. Copies of insurance policies or their equivalent shall be submitted to the City upon request. Certificates/Letters shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

5.9 Accounting Standards

The County agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices (GAAP) to properly account for expenses incurred under this Agreement and structure the Initiative Budget to provide a separate and identifiable audit/budget trail which details all expenditures related that Initiative Budget. The County shall ensure that all payments are made in accordance with applicable federal, state, and local laws, ARPA, ARPA Guidance and Uniform Guidance. The County shall maintain appropriate segregation of duties for payment processing and related financial transactions. The County will provide an accounting of SLFRF Funds spent to date for each Initiative to the City upon request, but no more often than monthly unless such accounting is needed for the City to meet its reporting obligations related to the City Award.

5.10 Record Retention

Pursuant to Minnesota Statutes, section 138.17 and section 15.17, the County shall retain all records pertinent to expenditures incurred under this Agreement in a legible form for a period of six (6) years commencing after the later of contract close-out or resolution of any audit findings.

Records for non-expendable property acquired with Program Funds under this Agreement shall be retained for six (6) years after final disposition of such property.

Pursuant to the terms and conditions of the SLFRF Award Terms and Conditions, the County shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of ARPA, Treasury's regulations implementing that section, and the ARPA Guidance. The County shall maintain records for a period of five (5) years after all SLFRF Funds have been expended or returned to Treasury, whichever is later.

The State and Federal retention requirements shall be read together so as to avoid conflict. For clarity, the later of the two dates outlined in this section shall control in relation to the County's record retention duties and obligations. The County's record keeping duties and obligations shall survive the termination or expiration of this Agreement.

5.11 Inspections and Audits

- A. Inspections. Subject to the requirements of Minnesota Statutes section 16C.05, Subd. 5, the City, the State Auditor, the Treasury Office of the Inspector General and the Government Accountability Office, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have the right of access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, accounting practices and procedures (electronic or otherwise) of the County relating to the Initiatives or this Agreement. The County shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its expiration, cancellation, or termination.

- B. Single Audit Requirement. The County shall comply with single audit requirements as included in Subpart F of Uniform Guidance.

5.12 Data Privacy and Security –

Both Jurisdictions agree to abide strictly by Chapter 13, Minnesota Government Data Practice Act, and any other applicable data privacy and security laws and regulations. The County represents that it may be subject to and will strictly comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and accompanying regulations at 45 CFR Parts 160 and 164, the Minnesota Health Records Act, the Confidentiality of Substance Use Disorder Patient Records regulations at 42 CFR Part 2.

During the course of the performance of the services under this Agreement, the Jurisdictions may have access to or become acquainted with not public information including, without limitation, data about mental health services or criminal complaints or investigations. The Jurisdictions acknowledge and understand the importance of complying with all laws and regulations applicable to not public information and agree not to access, use, or disclose information except with the consent of the data subject or as authorized by law. To the extent “protected health information” as defined by (HIPAA) 45 C.F.R. §160.103 is allowed by law to be used or disclosed in the course of this Agreement, the County and City will not use or disclose other than the minimum necessary protected health information required to accomplish the services in strict compliance with applicable state and federal laws and regulations.

If a Jurisdiction has responsibilities to comply with HIPAA for reasons other than this Agreement, then each Jurisdiction shall be responsible for its own compliance.

This provision will survive the termination of this Agreement.

5.13 Civil Rights Compliance/Non-Discrimination

The County agrees for itself and its successors and assigns, that during the term of this Agreement, the County shall not, in the administration of the Initiative, discriminate on the basis of race, color, creed, religion, ancestry, national origin, sex, affectional preference, disability or other handicap, age, marital status or status with regard to public assistance. The County agrees to comply with applicable provisions of applicable federal, state, and local regulations, statutes and ordinances pertaining to civil rights and non-discrimination in the application for and employment of applicants, employees, contractors, subcontractors, and suppliers of County. Federal, state, and local statutes and ordinances to which the County shall be subject under the terms of this Agreement include, without limitation:

- A. 42 U.S.C. Section 2000e, et seq. (Title VII of the Civil Rights Act of 1964);
- B. 29 U.S.C. Sections 621-624 (the Age Discrimination in Employment Act);
- C. 42 U.S.C. Section 12101-12213 (the Americans with Disability Act or ADA);
- D. 29 U.S.C. Section 206(d) (the Equal Pay Act);
- E. 8 U.S.C. Section 1324 (the Immigration Reform and Control Act of 1986);
- F. Minnesota Statutes, Chapter 363A and Section 181.59;
- G. Chapter 183 of the Saint Paul Legislative Code. The provisions of Section 183.04 of Chapter 183 are incorporated herein by reference; and
- H. All regulations and policies promulgated to enforce the above-listed laws.

5.14 Contracts and Subcontracts

The County binds itself, its partners, successors, assigns and legal representatives to the City for all covenants, agreements, and obligations herein. The County may enter into contracts or subcontracts with any agency or individual in the performance of this Agreement without the prior written consent of the City. However, entering into such contracts shall under no circumstances relieve the County of its liabilities and obligations under the Agreement.

The County shall be responsible for the performance of all contractors and subcontractors, including subrecipients. Further, the County shall be fully responsible to employ reasonable procedures to ensure that all County contractors or subcontractors comply with the terms of this Agreement. Contracts between the County and each contractor or subcontractor shall require that the contractor's or subcontractor's services be performed in accordance with ARPA, ARPA Guidance, and Uniform Guidance, and this Agreement. The County shall make contracts between the contractors or subcontractors available upon request. The County will comply with Minn. Stat. 471.425, ensuring prompt payment of local government bills.

SECTION 6: GENERAL TERMS & CONDITIONS

6.1 Conflict of Interest

The Jurisdictions affirm that to the best of their knowledge, their involvement in this Agreement does not result in a conflict of interest with their respective Jurisdiction, or any other party or entity which may be affected by the terms of this Agreement. Should any conflict or potential conflict of interest become known to the either Jurisdiction, that Jurisdiction shall immediately notify the other Jurisdiction of the conflict or potential conflict in writing, specifying the part of this Agreement

giving rise to the conflict or potential conflict, and advise whether it will or will not resign from the other engagement or representation. If the Jurisdiction receiving notice of the conflict or potential conflict determines that it is a violation of any applicable federal, state, or local law, such conflict or potential conflict may be cause for cancellation or termination of this Agreement.

6.2 Force Majeure

Neither Jurisdiction shall be liable for any loss or damage incurred as a result of events outside the control of the Jurisdiction ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, pandemics, legal acts of public authorities, or the acts of government in time of war or national emergency.

6.3 Termination, Special Conditions, Remedies for Non-Compliance

A. For Convenience

Either Jurisdiction may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice to the other Jurisdiction.

B. For Cause.

The Jurisdictions reserve the right to exercise available remedies pursuant to 2 CFR 200.339, and/or terminate this Agreement for cause pursuant to 2 C.F.R 200.340 if either Jurisdiction violates any of the terms or does not fulfill, in a timely and proper manner, its obligations under this Agreement. The Jurisdictions will follow all notice procedures and requirements pursuant to Uniform Guidance. If either Jurisdiction exercises its right to terminate under this Section, it will submit written notice to the defaulting Jurisdiction, specifying the nature of the breach and the date by which such breach must be cured.

C. In the Event of Termination.

In the event the City terminates this Agreement or any portion thereof pursuant to this section, the City will reimburse the County for all eligible expenditures previously incurred pursuant to this Agreement up to the date of the notice of termination and thereafter until the date of termination. Upon receipt of such notice, the County must take all necessary actions to discontinue use of City Award funds to the extent they relate to the terminated portions of this Agreement.

Alternatively, in the event the County terminates this Agreement or any portion thereof pursuant to this section, the County will promptly submit all relevant invoices and required documentation related to all previously incurred expenditures pursuant to this Agreement up to the date of the notice of termination and thereafter until the date of termination. Upon receipt of such notice, the City must take all necessary actions to

reimburse the County for the previously incurred expenditures as they relate to the terminated portions of this Agreement.

6.4 Responsibility for Acts and Omissions, Insurance

Pursuant to Minn. Stat. § 471.59, Subd.1a.(a) each Jurisdiction agrees that it will be responsible for its own acts and omissions and the acts and omissions of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and will not be responsible for the acts and omissions of the other Jurisdiction or their employees, elected officials, and agents, or for any liability resulting therefrom.

Each Jurisdiction warrants that it is able to comply with the obligations of this Agreement through commercial insurance or a self-funding program.

Nothing in this Agreement constitutes a waiver by either Jurisdiction of any limitation of liability under Minnesota Statutes Chapter 466, or any other statutory or common law immunities, limits, or exceptions on liability. In accordance with Minnesota Statutes section 471.59, for purposes of determining total liability for damages, the Jurisdictions shall be considered a single governmental unit with respect to the Initiatives and the total liability for the Jurisdictions shall not exceed the limits on governmental liability for a single governmental unit as specified in section Minnesota Statutes section 466.04, subdivision 1.

6.5 Human Rights/Affirmative Action/Economic Opportunity

The Jurisdictions agree to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance.

6.6 Amendments

Except where otherwise agreed to by the parties when making modifications as allowed under section 5.1 to the Attachments A and B, any amendment or modification to this Agreement must be in writing and will not be effective until executed by both Jurisdictions.

6.7 Interpretation of Agreement; Venue

This Agreement will be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement must be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

6.8 Severability

The provisions of this Agreement are severable, and if any provision hereof or the application of any such provision under any circumstances is held to be invalid, such invalidity will not affect any other provision of this Agreement or the application of any other provision.

6.9 Notices

Any notices required under this Agreement or communication and details concerning the activities under this Agreement shall be sent to the following contract representatives of the Jurisdictions:

<p>Ramsey County Social Services 160 East Kellogg Blvd Saint Paul, MN 55101 Attn: Sophia Thompson</p> <p>With a copy to the County Attorney 121 7th Place East Suite 4500 Saint Paul, MN 55101 Attn: RCAO-Civil Division</p>	<p>City of St. Paul 367 Grove St. Saint Paul, MN 55101 Attention: Michele Bunce</p> <p>With a copy to the City Attorney 15 Kellogg Blvd. West 400 City Hall Saint Paul, MN 55102 Attn: ARPA Attorney</p>
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6.10 Conflict and Priority

This Agreement shall take precedence over any attachments, exhibits or terms and conditions that may be attached to this Agreement. In the event that a conflict is found between the provisions in this Agreement and any attachments, exhibits or terms and conditions, the terms of the Agreement shall prevail.

If any provision of this Agreement or the County’s intended use of Program Funds conflicts with, or is inconsistent with, ARPA, SLFRF Award Terms and Conditions, ARPA Guidance, or any other applicable federal, state, or local requirements, will control.

6.11 No Third-Party Beneficiaries

This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

6.12 Waiver

Failure to enforce any provision of this Agreement does not affect the rights of the Jurisdictions to enforce such provision in another circumstance. Neither does it affect the rights of the Jurisdictions to enforce any other provision of this Agreement at any time.

6.13 Entirety of Agreement

This Agreement and the attachments/exhibits hereto, constitute the entire and exclusive Agreement of the Jurisdictions for the Initiatives.

6.14 Counterparts and Electronic Signatures

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement. The facsimile, email or other electronically delivered signatures of the Jurisdictions shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

6.15 Recitals

The matters set forth in the Recitals of this Agreement are incorporated into and made part of this Agreement as though fully set forth as terms herein.

6.16 Attachments

The attachments to this Agreement, and all obligations and duties articulated therein, are incorporated into, and made part of this Agreement:

- Attachment A Original Grant Documents**
- Attachment B Scope of Work**
- Attachment C Standard Federal Requirements**
- Attachment D Self-Insurance Letter**
- Attachment E Billing and Documentation**

IN FURTHERANCE WHEREOF, the Jurisdictions hereto have executed this Agreement as of the date first written above.

CITY OF SAINT PAUL, MINNESOTA

By: _____
 Its Mayor/Deputy Mayor

By: _____
 City of Saint Paul Police Assistant Chief

APPROVED AS TO FORM:

Assistant City Attorney

RAMSEY COUNTY, MINNESOTA

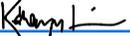
By: _____

Its Chair, Ramsey County Board of
Commissioners

By: _____

Its Chief Clerk, Ramsey County Board of
Commissioners

APPROVAL RECOMMENDED:



Kathleen Hedin (Mar 16, 2023 11:28 CDT)

Director, Social Services Department

APPROVED AS TO FORM:

So Yeon Woo-Bockman

So Yeon Woo-Bockman (Mar 16, 2023 10:34 CDT)

Assistant County Attorney



Minnesota Department of Public Safety (“State”) Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: ARPA Innovation in Community Safety Grants 2022 Grant Contract Agreement No.: A-ARPIC-2023-SPPD-00037
Grantee: City of St Paul, Police Department 367 Grove Street St Paul, Minnesota 55101-2416	Grant Contract Agreement Term: Effective Date: 7/1/2022 Expiration Date: 4/30/2023
Grantee’s Authorized Representative: Scott Hvizdos, Grants Specialist City of St. Paul, Police Department 367 Grove Street St Paul, Minnesota 55101-2416 (651) 266-5414 sppd-grants@ci.stpaul.mn.us	Grant Contract Agreement Amount: Original Agreement \$144,678.00 Matching Requirement \$0.00
State’s Authorized Representative: Rachel Peterson, Grant Manager Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 360-9493 Rachel.peterson@state.mn.us	Federal Funding: CFDA 21.027 FAIN: None State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

Term: The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subd. 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved ARPA Innovation in Community Safety Grants 2022 Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the ARPA Innovation in Community Safety Grants 2022 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.

Signed: Julie A. Monson Digitally signed by Julie A. Monson
Date: 2022.10.14 14:01:08 -05'00'
Date: _____

3. STATE AGENCY

Signed: Tricia Hummel Digitally signed by Tricia Hummel
Date: 2022.10.13 15:44:56 -05'00'
Title: Assistant Director (with delegated authority)
Date: _____

Grant Contract Agreement No./ P.O. No. A-ARPIC-2023-SPPD-00037 / 3-82430

Distribution: DPS/FAS

Project No.(indicate N/A if not applicable): N/A

Grantee
State’s Authorized Representative

2. GRANTEE

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

Signed: Stacy Murphy
Print Name: Stacy Murphy
Title: Assistant Chief of Police
Date: Oct 12, 2022

Signed: John McCarthy
Printed Name: John McCarthy
Title: Director of Financial Services
Date: Oct 12, 2022

Signed: Judy Hanson
Print Name: Judy Hanson
Title: Assistant City Attorney
Date: Oct 11, 2022

Signed: Kristien R. E. Bulter
Printed Name: Kristien Bulter
Title: Director of HREEO
Date: Oct 12, 2022

Signed: Jaime Rae Tincher
Printed Name: Jaime Tincher
Title: Deputy Mayor
Date: 10/12/2022

Budget Summary

ARPIC: SPPD COAST Unit			
Budget Category			Award
Personnel			
Analyst position			\$21,600.00
Officer overtime - salary			\$9,600.40
Total			\$31,200.40
Payroll Taxes and Fringe			
Analyst position - payroll taxes and fringe			\$4,536.00
Officer overtime - taxes and fringe			\$2,880.00
Total			\$7,416.00
Contract Services			
Clinicians from Ramsey County			\$97,200.00
Total			\$97,200.00
Indirect Costs			
Indirect costs - de minimis rate			\$8,861.60
Total			\$8,861.60
Total			\$144,678.00

Organization: St Paul Police Department

A-ARPIC-2023-SPPD-00037

Budget Summary

ARPIC: SPPD COAST Unit				
Budget Category	Award			
Personnel				
Analyst position	\$34,317.33			
Officer overtime - salary	\$0.00			
Total	\$34,317.33			
Payroll Taxes and Fringe				
Analyst position - payroll taxes and fringe	\$6,571.76			
Officer overtime - taxes and fringe	\$0.00			
Total	\$6,571.76			
Contract Services				
Clinicians from Ramsey County	\$97,200.00			
Total	\$97,200.00			
Indirect Costs				
Indirect costs - de minimis rate	\$6,588.91			
Total	\$6,588.91			
Total	\$144,678.00			

ATTACHMENT B. SCOPE OF WORK

Project Executive Summary:

The City of Saint Paul Police Department (SPPD) sought and secured funding from the 2022 American Rescue Plan Act Innovation in Community Safety Program (ARPIC) grant for the Mental Health Resource Team (MHRT) Co-responder Implementation. The project defines a collaborative program, with Ramsey County acting as one of several partners. This scope of work outlines Ramsey County's specific obligations for a sub award from the grant.

Parties:

Mental Health Resource Team (MHRT) is led by SPPD. The project includes contributions from multiple parties. Collaborative partners contributing to the project include People Incorporated, Ramsey County, and the Saint Paul Police Department.

Scope of Project:

SPPD is engaging community partners in a multi-agency response for individuals experiencing severe and persistent mental illness who are disconnected from medical and social services and therefore are becoming increasingly at risk of arrest. Clinical personnel work in the field with SPPD patrol officers to respond to emergency response calls that have been identified as mental health related incidents, directing individuals to needed medical and chemical dependency services and when feasible attempt to find diversionary alternatives to arrest. The MHRT also provides service coordination and crisis stabilization services for high-risk individuals, connecting individuals to chemical dependency treatment, cognitive therapy, and social supports.

SPPD Obligations:

SPPD will provide collaborative management for the MHRT including coordination of working group and advisory committee meetings, and planning efforts to collectively define collaborative procedures. This includes establishing Memorandum of Understandings with agency partners, coordination of office space, and performing grant contract management. SPPD will provide investigative expertise on behalf of the project and provide law enforcement representation at working group meetings. Further, SPPD will create procedures and definitions for cross-system evaluation and dedicate a full-time data analyst to ongoing collaborative communications, and data management.

Ramsey County Obligations:

Personnel and resource commitment:

Ramsey County will dedicate at least 1 full time (1 FTE) mental health clinicians to support the MHRT. The clinicians will house with the MHRT collaborative onsite at SPPD offices. Specific tasks for the Mental Health Clinicians are defined in this scope of work. In addition, Ramsey County staff will assist SPPD in meeting goals defined in the included grant workplan.

Independent Agencies:

SPPD and Ramsey County will work collaboratively to develop procedures and protocols to be implemented by SPPD and Ramsey County respectively, including procedures for information sharing, collaborative work, and safety of personnel. Efforts are collaborative, but each party remains an independent contractor. SPPD and Ramsey County personnel remain under the supervision and control of each respective party, and do not become the employees, agents, or officers of the other party by virtue of this initiative and associated agreement.

Tasks/Delivered work product:

Ramsey County commits the following tasks and deliverables as terms of the sub award:

1. *Provide representation as a committee member on the project's advisory group.*
 - Conduct outreach and engagement, especially within communities of color overrepresented in justice system:
 - o Inform the community about the MHRT model.
 - o Assist in conducting trainings for community members related to response to mental health issues.
 - o Assist in conducting focus groups and listening sessions with community members most impacted by the co-responder model.
 - o Use feedback to modify the model when needed so that people most impacted by services contribute to design of culturally-competent services and alternatives.

2. *Field Screening- Mental Health Clinical Response*
 - Diagnostic screening. Ramsey County defined tool that includes suicide assessment, risk factors, lethality/threat of violence to self or others. Tiered response based on results.
 - o Determined individuals can remain in home/community.
 - o Detox –Transported to detox when individuals are under influence of drugs or alcohol that would prevent effective mental health response/assessment, in compliance with the independent authority of either law enforcement or clinical providers to enact a transport hold or other detention.
 - o Regional Medical Center- Immediate transport holds will be arranged for individuals expressing threat to harm to themselves or others. If violence present, transports will be coordinated with SPPD Patrol. All transports will be authorized in compliance with the independent authority of either law enforcement or clinical providers to enact a transport hold or other detention.
 - Safety planning conducted for individuals who remain onsite.
 - o Support system identified.
 - o Primary mental health care provider contacted if individual is under care.
 - o Individualized, consumer driven care plan developed to enable the person to manage acute psychiatric symptoms in the least restrictive manner possible.

3. *Service Coordination/Case Management:*

Provide mental health crisis stabilization services for priority cases identified by high-end user group. Services conducted through home/field visits with mental health officers or alone if safety is not a concern.

 - *Diagnostic Assessments:* Conducted to guide care planning:
 - o ASAM Substance Abuse Criteria
 - o DSM- 5 Criteria
 - o CAGE
 - o Columbia Suicide Severity Rating Scale (when evidence of major depression exists)
 - *Crisis Stabilization:*

- Medical Care: Appointment setting and assistance accessing physical health care.
- Resource Navigation: Assistance accessing eligible financial and medical benefits
- Chemical Dependency: Ramsey County directly provides medically monitored detoxification services and manages assessment services for publicly funded care.
- Mental Health Services: Brief therapeutic interventions to stabilize acute psychiatry symptoms. Interventions are trauma-informed and focus on motivational interviewing, engagement, cognitive behavioral therapy, and dialectical behavioral therapy.
- *Intensive Referral*: Transferal from stabilization to treatment, in-patient and outpatient therapy and social support services for housing, and employment. Schedule and attend initial meetings as needed during transfer to long term care.

Information Sharing/Grant Reporting

Ramsey County will ensure the program personnel and program leadership are trained in data requirements required by the grantor for activity tracking on the grant. Data collection parameters include but are not limited to demographic information for clients, services provided, and how clients are referred to the MHRT Data will be maintained on an ongoing basis. Ramsey County commits to ensuring that non-personally identifiable data required for reporting is up to date and accurate for required monthly report cards submitted to SPPD. Ramsey County will provide aggregate-level client data for purposes of grant reporting.

WORK PLAN Form

PROJECT NAME:	SPPD's Community Outreach and Stabilization (COAST) Unit				
GOAL:	Reduce the risk that individuals facing chemical dependency or mental health issues will become involved in the criminal justice system, or harm themselves or others, by pairing SPPD officers with specialists in chemical dependency and mental health from Ramsey County and People Inc.				
OBJECTIVE NUMBER	WHAT DO YOU INTEND TO ACHIEVE? (The immediate or direct effects your program intends to achieve)				
1	Law enforcement and clinical workers work together to respond to persons with mental illness or chemical health challenges and offer appropriate support as an alternative to the criminal justice system.				
How Will You Achieve It? (List your strategies to achieve your objective, including steps, activities, and tasks you will use)		Activity's Purpose	Frequency of Activity and Outputs (# of sessions/participants)	Timeline	Person or Position Responsible
<p>Specially trained SPPD Officers will work with clinical specialists provided by community partners to review incidents flagged as related to mental health or chemical abuse and:</p> <ol style="list-style-type: none"> 1. Follow up to connect the individual with appropriate services. 2. When capacity permits, respond in real time to incidents flagged as mental health or chemical abuse. 3. When capacity permits, staff community engagement events and offer proactive support with assessments or accessing appropriate services. 		<ol style="list-style-type: none"> 1. Reduce the number of repeat incidents from individuals with mental health or chemical dependency issues. 2. Provide specialized responses that reduce the risk of harm to the individual, first responders, or others. 3. Provide information and referrals that reduce the number of incidents caused by individuals with untreated mental health or chemical dependency. 	<ol style="list-style-type: none"> 1. & 2. On average, each FTE (SPPD Officer or clinical social worker) will work with 30 cases per month (360 per year per FTE): follow-up cases (which usually involve multiple contacts per person) and real-time responses. 3. COAST staff will average supporting a total of 20 individuals per month at community events 	<p>Program is ongoing; proposed grant period is June 2022 to April 2023.</p>	<ul style="list-style-type: none"> - SPPD Officers assigned to COAST Unit, including COAST Unit leader Sergeant Justin Tiffany - Clinical staff members (Licensed Clinical Social Worker or Licensed Alcohol and Drug Counselor), provided by community partners Ramsey County and People Inc. (this grant will only be used to cover expenses of Ramsey County).

If Successful, What Results Will You Achieve? (As a result of your programming what will be different?)	How Will You Know If You Are Successful? (Describe what you will use to measure your success) Name the tools, data sets, etc.
<ul style="list-style-type: none"> - 50% of high utilizers achieve six months of stability (no encounters with law enforcement). - 85% of chemical dependency cases addressed by clinical specialists get an appropriate form of care coordination. -at least 70% of mental health related cases are assessed for existing support services and referred to additional programming as appropriate. - Improved community and police relations. Community members increase trust in the police to help with chemical dependency and mental health issues 	<ul style="list-style-type: none"> - Number of individuals who receive a co-response service coordination and stabilization services (tracked via Smartsheet) - Number of assessments completed (Smartsheet) - Number of referrals (Smartsheet) - Number of overdoses (ODMAP) - Number of follow-ups to overdose events (Smartsheets) - Community surveys
Person Responsible For Evaluation (name, title, organization)	SPPD Research Analyst (currently: Crystal Perez), with support from an Evaluator from the University of Wisconsin Population Health Institute (currently Janae Goodrich).

ATTACHMENT C

Standard Federal Award Requirements

Non-Discrimination.

Subrecipient will comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

- A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e et seq. which prohibits discrimination in employment because of race, color, religion, sex or national origin.
- B. Equal Employment Opportunity-Executive Order No.11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex or national origin.
- C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq. and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.
- D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 et seq. as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.
- E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.
- F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age.
- G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Agreement.
- H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition or privilege of employment.
- I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq. and including 45 CFR Part 80, prohibits recipients of federal financial assistance from discriminating on the basis of national origin which includes not discriminating against those persons with limited English proficiency.

J. Equal Protection of the Laws for Faith-based and Community Organizations, Exec. Order No. 13279 signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

K. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

Federally Assisted Construction Contracts

For contracts exceeding \$10,000 in a year, and for single purchases exceeding \$10,000.

Definitions

Construction Work: Means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

Contract: Means any Government contract or subcontract or any federally assisted construction contract or subcontract.

Contractor: Means, unless otherwise indicated, a prime contractor or subcontractor.

Federally Assisted

Construction Contract: Means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Equal Economic Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

Contractor Debarment, Suspension, and Responsibility Certification.

Federal Regulation 45 CFR 92.35 prohibits state and local governments from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State of Minnesota or a local government. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Agreement, the Subrecipient Certifies: That it and its Principals and Employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Agreement: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any contractors or subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the City Program Manager should the Subrecipient come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

“Principals” for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manger; plant manager; head of a subsidiary, division, or business segment and similar positions).

Anti-Lobbying and Required Certificate

Subrecipients that apply or bid for an award exceeding \$100,000 must file the required certifications pursuant to 31 U.S.C. 1352. By entering into this Agreement, Subrecipient certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each Contractor and Subcontractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient (i.e. the City) who will in turn forward the disclosure(s) to the relevant Federal Agency. If the required certification is applicable, Subrecipient, Contractor or Subcontractor must sign the certification attached hereto as Exhibit D, and complete a disclosure form if required, and submit it to the City.

Clean Air Act

Subrecipients that apply or bid for an award exceeding \$150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Rights to Inventions Made Under a Contract or Agreement

If this Agreement meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency (the City).

Prohibition on certain telecommunications and video surveillance services or equipment.

The City and Subrecipient are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Domestic preferences for procurements.

The Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this section: (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR19217 (Apr. 18, 1997), Subrecipients should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipients should adopt and enforce policies that ban text messaging while driving.



OFFICE OF THE RAMSEY COUNTY ATTORNEY
JOHN J. CHOI, COUNTY ATTORNEY

September 14, 2022

Sgt. Justin Tiffany
St. Paul Police Department
COAST Unit
367 Grove St.
St. Paul, MN. 55130

Re: Ramsey County Self-Funded Program

Dear Sgt. Tiffany,

This letter serves as evidence that Ramsey County is self-funded under the provisions of Minnesota Statutes Chapter 466. Such coverage includes tort liability with limits of liability as defined by this chapter. The coverage afforded under this self-funded program extends to County employees for activities arising out of the course and scope of their employment as defined under Section 466.07.

The self-funded program includes the liability of an officer or an employee or agent for tort arising out of an alleged act or omission occurring in the performance of duty, subject to the statutory limits of \$500,000 per claimant / \$1,500,000 for any number of claims arising out of a single occurrence for the liability of the County for any claim within the scope of sections 466.01 to 466.15.

Landlord shall obtain and keep in force with a financially responsible insurance company, during the Term, a commercial general liability insurance policy with a combined single limit of not less than \$2,000,000.00 covering bodily injury to one or more persons and property damage.

Property coverage. Landlord shall maintain in effect, with a financially responsible insurance company, policies of all-risk property insurance covering the Building, including the improvements initially constructed therein on a replacement cost basis

(less a commercially reasonable deductible). Landlord shall have no obligation to insure any of Tenant's personal property located in the Subleased Premises.

Furthermore, the State of Minnesota designates Ramsey County as a qualified self-insurer for workers' compensation and motor vehicle liability. Ramsey County self-insures for workers' compensation as required by law and for motor vehicle liability for the minimum coverage as required by law. Nothing in this letter shall constitute a waiver by the County of any of its statutory or common law immunities, limits, or exceptions on liability. Tenant shall furnish Landlord with a letter outlining such coverage.

Very Truly Yours,

Bridget Marter

Bridget Marter
Claims Administrator
(651) 266-3072

ATTACHMENT E. BILLING AND DOCUMENTATION

Any requests for reimbursement must be in accordance with Federal, State and City regulations and procedures. This attachment provides additional detail:

- Instructions from the Minnesota Department of Public Safety (Office of Justice Programs) concerning appropriate supporting documentation.
- A sample time sheet provided by DPS.
- A sample invoice template.

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MN Office of Justice Programs
Financial Status Report (FSR) Description Box Detail Requirements
 Updated March 31, 2021

The table below provides guidance on what information is required in the description box of each FSR your agency submits. You may include more information than is required for your own needs but at a minimum, please follow the guidance below. A screen print of the FSR description box is at the bottom of this page for your reference.

Budget Item	Minimum Detail Required in the FSR Payment Request Line Items Description Box	Examples
Personnel	Break out hourly rate and hours worked for each staff.	JR @ \$15/hr x 15 hours= \$225
Payroll Taxes & Fringe*	Break out amount requested by sub-category.	FICA tax (\$3,060.44), Retirement (\$1,204.46), Worker's Compensation Insurance (\$708.64), Health, Dental, Life, LTD, STD insurance (\$4,812.71); *Please remember - Federally funded grants' taxes and fringe should be billed proportional to the hours the staff work on grant activity.
Contract Services	Name the service/person, hourly rate and hours charged in the FSR.	Case manager #1- 20 hours in May @ \$25/hour
Travel & Training	Break out amount requested by sub-category.	Mileage (\$34.50); Hotel (\$108.11); Parking (\$30); Registration (\$50)
Office & Program Expenses	Break out amount requested by sub-category and expense type.	Office supplies (\$115.14); Phone/internet (\$101.88); Computer (\$1,388); Cultural activity supplies- drum materials (\$150,49); field trip to Science Museum- 10 admissions (\$200.00)
Client Support Expenses	Breakout each expense by client and expense type.	FR: \$500 rent deposit; TD: \$65 work boots; WR: \$150 class fee
Building Expenses	Break out amount requested by sub-category.	Rent (\$439.70); Maintenance/repairs (\$184.50); Mortgage interest payment (\$211.65); Utilities (\$101.87)
Indirect Cost Allocation	Show the calculation based on the allowable expenses in the FSR.	Total allowable expenses charged in FSR: \$5,3000 \$5,300 x indirect rate of .10 = \$530

FINANCIAL STATUS REPORT / PAYMENT REQUEST LINE ITEMS

Please enter the expenses incurred during the current report period. (Additional blank items will appear upon saving)

Budget Item	Date	Description	Amount Requested
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

0 of 1000

SAMPLE DAILY TIME TRACKING LOG

EMPLOYEE NAME:

PAY PERIOD:

	Date	TOTAL HOURS WORKED						LEAVE USED				NOTES
		ARPA	OTHER FUNDING SOURCES				TOTAL	VAC	SICK	HOL.	OTHER	
			Bremer	ABC	XYZ							
SUN												
MON												
TUE												
WED												
THUR												
FRI												
SAT												
Weekly Total		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
SUN												
MON												
TUE												
WED												
THUR												
FRI												
SAT												
Weekly Total		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TOTALS		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Employee _____ Date _____

Supervisor _____ Date _____

SECTION 1:			
VENDOR NAME: e.g. Ramsey County		Project Name e.g. COAST	INVOICE NUMBER:
REMIT TO ADDRESS: 0		CONTRACT PERIOD FROM: e.g. 1.1.2022	CONTRACT PERIOD TO: e.g. 12.31.23
0		REIMBURSEMENT PERIOD FROM: e.g. 10.1.2022	REIMBURSEMENT PERIOD TO: e.g. 12.31.2022
0			
FORM PREPARED BY: 0	PHONE: 0	Submit reimbursement Request to: Saint Paul Police Department	and to SPPD Contact: Scott Hvizdos
EMAIL: 0		Attn: Fiscal Affairs 367 Grove Street; Saint Paul, MN 55101	651.266-5414
		penny.mcmahon@ci.stpaul.mn.us	SPPD-Grants@ci.stpaul.mn.us

Budget: start date to end date							
ACTIVITY ID	COST CATEGORY DESCRIPTION (PER APPROVED BUDGET)	A. APPROVED BUDGET	B. PREVIOUS REIMB. REQUEST	C. REIMB. REQUESTED THIS PERIOD	D. (B+C=D) TOTAL REIMB. REQUESTED	E. (A-D=E) AVAILABLE BALANCE	F. UNSPENT OBLIGATIONS
	(e.g. salary)	\$10,000	\$3,000	\$4,000	\$7,000	\$3,000	N/A
	(e.g. fringe)	\$2,000	\$600	\$800	\$1,400	\$600	
	(e.g. supplies)	\$5,000	\$1,000	\$1,500	\$2,500	\$2,500	
		\$0	\$0	\$0	\$0	\$0	
TOTAL:		\$17,000	\$4,600	\$6,300	\$10,900	\$6,100	

Instructions

Supporting documentation must be attached to all request for reimbursement.
 Documentation for reimbursement requests for client assistance must include the name of the client receiving funds, and correspond to client records in WorkForce One.
 Approved budget is based on annual allocations and fund balances will not be carried into consecutive years

SECTION 5: AGREEMENT & AUTHORIZED APPROVAL

By submitting this form, I certify that the request is in accordance with all relevant cash management requirements and appropriate contract terms; the data reported is correct and the amount of the request is not in excess of immediate disbursement needs.

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the award. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact, may subject me to criminal civil or administrative penalties for fraud, false statements, false claims, or otherwise.

If submitting this form via email, without signature affixed below, place the statement above in the body of your email. By doing so, the sender of the email designates they are hereby authorized to provide approval of this request. Without a signature and/or statement included in the body of the email the form will be rejected.

Grantee Authorized Signature Date

Grantee Typed Name and Title

Board of Commissioners

Request for Board Action

Item Number: 2023-113

Meeting Date: 3/21/2023

Sponsor: Housing Stability

Title

First Amendment to the Joint Powers Agreement with City of Saint Paul Housing and Redevelopment Authority for Housing Trust Fund

Recommendation

1. Approve the First Amendment to the Joint Powers Agreement with the city of Saint Paul for the transfer of Housing Redevelopment Authority Housing Trust Fund dollars for the period of March 31, 2023, through March 31, 2024, in the amount of \$827,244.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.
3. Authorize the County Manager to execute the sole source agreement with Interfaith Action of Greater Saint Paul, provided the amounts are within the limits of available funding.

Background and Rationale

The city of Saint Paul's Housing Redeployment Authority (HRA) distributes Housing Trust Funds (HTF). The Housing Trust Fund was developed by the city of Saint Paul Mayor Melvin Carter to produce, preserve, and protect housing affordability for Saint Paul residents. The fund serves as a flexible financial tool used to address the current crisis of housing affordability in Saint Paul.

To meet the needs of the severe monetary impact resulting from the end of the COVID response funds, the HRA, in partnership with Ramsey County, established a Joint Powers Agreement (JPA) in July of 2022. The purpose of the JPA is to support homelessness housing provided through the Interfaith Action of Greater Saint Paul.

Through the original JPA, HRA transferred \$827,244 Housing Trust Fund money to Ramsey County. The funding included a 5% fee for administration of funds. The county entered into an agreement with Interfaith Action of Greater Saint Paul. Through the JPA, the county is responsible for complying with the HTF program requirements, managing agreements and performance of the funded organization, and aligning with Heading Home Ramsey's mission, vision, and goals.

The original JPA has an effective date of July 12, 2022, through March 31, 2023. HRA is amending the JPA to extend the term from March 31, 2023, through March 31, 2024.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

For the 12-month period of April 2021-March 2022 in Ramsey County, American Indians were 14 times more likely to be homeless than whites, and African Americans were about 8 times more likely than whites to be homeless. The homeless rate for American Indians is about twice that of African Americans (14.2 compared to 7.6). During April 2021 to March 2022, data from homeless shelters and street outreach indicate that 45% of the persons were Black or African American, 31% white, 5% American Indian, 9% Latinx, and 5% Asian (with

4% unknown and 9% multiple races).

Comparatively, during a three-month timeframe, Interfaith Action of Greater Saint Paul saw a total of 322 clients. 66% of clients seen were Black or African American, 20% white, 4% American Indian, and 11% Asian. The Housing Trust Fund was designed to help offset current housing issues that St. Paul residents face, including significant racial disparities in home ownership.

Community Participation Level and Impact

Heading Home Ramsey is a community-wide partnership committed to the goal of ending homelessness in the cities and neighborhoods of Ramsey County. This is a coalition comprised of residents, social service providers, housing providers, philanthropic partners, business, community, and government working together.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Through the original JPA, HRA transferred \$827,244 of Housing Trust Fund money to Ramsey County. This amendment is extending the term of the JPA from March 31, 2023, through March 31, 2024. There is no financial impact as a result of this action.

Last Previous Action

On July 12, 2022, the Ramsey County Board of Commissioners approved a Joint Powers Agreement with the Housing Redevelopment Authority of the City of Saint Paul, for the transfer of Housing Trust Fund, to support Interfaith Action (B2022-162).

Attachments

1. First Amendment to the Joint Powers Agreement

**FIRST AMENDMENT TO
JOINT POWERS AGREEMENT**

**Between Ramsey County and the Housing and Redevelopment Authority of Saint Paul, Minnesota for
Homelessness Housing at Interfaith Action's Project Home**

THIS FIRST AMENDMENT TO JOINT POWERS AGREEMENT ("First Amendment") is made and entered into by and between Ramsey County ("County") and the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota ("HRA").

This Agreement is effective on the March 31, 2023, or upon the date this Agreement has been executed by all parties ("Effective Date").

WHEREAS, the County and HRA entered into that certain Joint Powers Agreement Between Ramsey County and the Housing and Redevelopment Authority of Saint Paul, Minnesota for Homelessness Housing at Interfaith Action's Project Home dated July 12, 2022 ("JPA") in order for the HRA to provide funding for the Provincial House located at 1880 Randolph Avenue ("Project Home"); and

WHEREAS, the County and HRA desire to extend the term of the JPA; and

NOW, THEREFORE, in consideration of the promises and covenants contained in this agreement, the County and HRA agree to amend the JPA as follows:

1. The County and HRA hereby agree to extend the term of the JPA from March 31, 2023 to March 31, 2024. Pursuant to Section II "PERFORMANCE AND TERM", the time between the end of the Initial Term on March 31, 2023 and the new expiration date of March 31, 2024 shall be considered an Extension Term. All terms of the JPA shall apply to the Extension Term.
2. The County and HRA hereby agree that all construction and work on the Project Home shall be completed by December 31, 2023 but that invoices for payment may be submitted through March 31, 2024. Pursuant to Section V "DISBURSEMENT PROCEDURE", the County shall reimburse unspent Program Funding to the HRA after the expiration of the Extension Term on March 31, 2024.
3. Except as specifically stated in this First Amendment, the provisions of JPA shall remain in full force and effect without amendment.
4. The parties may sign this First Amendment in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
5. The parties agree that the electronic signature of a party to this First Amendment shall be as valid as an original signature of such party and shall be effective to bind such party to this First Amendment. The parties further agree that any document (including this First Amendment and any attachments or exhibits to this First Amendment) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an

electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this First Amendment.

This portion intentionally left blank

RAMSEY COUNTY, MINNESOTA

By: _____
Trista Matascastillo, Chair
Ramsey County Board of Commissioners

Date: _____

By: _____
Mee Cheng, Chief Clerk
Ramsey County Board of Commissioners

Date: _____

Approval recommended:

Alexandra Kotze

Alex Kotze, CFO
Finance Department

Keith A. Lattimore

Keith A. Lattimore (Feb 23, 2023 15:27 CST)
Keith Lattimore, Director
Housing Stability

Approved as to form:

Thao, Fue L Digitally signed by thao, Fue L
Date: 2023.02.07 10:52:15
0500 **02/07/2023**

Fue Thao, Assistant County Attorney

**HOUSING AND REDEVELOPMENT
AUTHORITY OF THE CITY OF SAINT
PAUL, MINNESOTA**

By: 
Chris Tolbert (Mar 2, 2023 16:13 CST)
Chair/Commissioner

By: Nicolle Goodman
Nicolle Goodman (Mar 2, 2023 08:34 CST)
Executive Director

By: 
Director, Office of Financial Services

APPROVED AS TO FORM

Sarah Schwarzhoff
Sarah Schwarzhoff (Feb 23, 2023 11:34 CST)
Assistant City Attorney

Signature: Alexandra Kotze
Alexandra Kotze (Mar 16, 2023 12:23 CDT)

Email: alexandra.kotze@co.ramsey.mn.us

Item Number: 2023-112

Meeting Date: 3/21/2023

Sponsor: Parks & Recreation

Title

Joint Powers Agreement with Metropolitan Soil and Water Conservation Districts Technical Service Area Joint Powers Board for Metro Area Children's Water Festival Program Host Services

Recommendation

1. Approve the Joint Powers Agreement with Metropolitan Soil and Water Conservation Districts Technical Service Area Joint Powers Board for Metro Area Children's Water Festival Program host services, for the period of January 1, 2023, to December 31, 2025.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

Background and Rationale

Metropolitan Soil and Water Conservation Districts Technical Service Area Joint Powers Board, also referred to as Metro Conservation Districts (MCD) is composed of 11 members, including; Anoka Conservation District, Carver County Soil and Water Conservation District, Chisago Soil and Water Conservation District, Dakota County Soil and Water Conservation District, Hennepin County, Isanti Soil and Water Conservation District, Ramsey County, Scott Soil and Water Conservation District, Sherburne Soil and Water Conservation District, Washington Conservation District, and Wright Soil and Water Conservation District. The purpose of the MCD is to serve as an entity under which its' members can jointly plan, develop, and implement programs and activities for natural resource conservation that are mutually beneficial.

The Metro Area Children's Water Festival (MACWF) is one of these programs, of which, the Ramsey County Parks & Recreation Soil and Water Division is tasked with to provide host services for the program. The MACWF is an annual festival that takes place at the Minnesota State Fairgrounds and is offered to 4th grade students throughout the metropolitan area. The festival teaches children about water resources and how they can help ensure a future where both the quantity and quality of water resources are protected and managed wisely. More information on the Metro Area Children's Water Festival is available here:

<https://www.metrocwf.org>

This will be the first time the Parks & Recreation, Soil & Water Conservation Division has provided host services for the Metro Area Children's Water Festival.

County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

Racial Equity Impact

The festival is fully funded by sponsors and offers some reimbursement for transportation costs to the event. As an incentive to support underserved communities and ensure equitable representation of 4th grade participants, registration preference is given to schools that have higher percentages of students that qualify for free and reduced lunches. The virtual option is open to all classes and individuals.

Community Participation Level and Impact

In 2022, approximately 1,300 students from seven metropolitan counties attend MACWF. Eleven different

public agencies as well as over 100 volunteers work to make this festival a success. Learning station presenters are from agencies such as the Metropolitan Council, Pollution Control Agency, Department of Natural Resources, Mosquito Control District, Forest Service, National Parks Service, Department of Agriculture, metro area counties, watershed districts and engineering firms.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Funding for the Children's Water Festival Program Host Services is included in the Parks & Recreation 2023 budget. The agreement will provide up to \$9,000 to cover costs.

Last Previous Action

None.

Attachments

1. 2023 Joint Powers Agreement with Metropolitan Soil and Water Conservation Districts Technical Service Area Joint Powers Board

**JOINT POWERS AGREEMENT
BETWEEN THE METROPOLITAN SOIL AND WATER CONSERVATION DISTRICTS TECHNICAL
SERVICE AREA JOINT POWERS BOARD
AND RAMSEY COUNTY
FOR METRO AREA CHILDREN'S WATER FESTIVAL PROGRAM HOST SERVICES**

January 1, 2023 – December 31, 2025

This **JOINT POWERS AGREEMENT** (Agreement) is made this _____ day of _____, 2023 (Effective Date), and is by and between the Metropolitan Soil and Water Conservation Districts Technical Service Area Joint Powers Board, a joint powers entity pursuant to Minnesota Statutes Section 471.59, and also referred to as Metro Conservation Districts (MCD), and Ramsey County, a political subdivision of the State of Minnesota (HOST), effective _____, 2023.

RECITALS

WHEREAS, MCD is a joint powers board created to assist with special programs for the mutual benefit of its member Districts; and

WHEREAS, the Metro Area Children's Water Festival (MACWF) is a special program of the MCD and is included in the MCD 2023-2025 Work Plan and Budget and amendments thereto, incorporated herein by reference, and kept at the office of the MCD Administrative Services Provider; and

WHEREAS, MCD Members through approval of the MCD 2023-2025 Work Plan and Budget agree MCD may enter into this agreement with a District to provide host services to the MCD for the MACWF Program in accordance with the aforementioned work plan; and

WHEREAS, the parties wish to enter into this Joint Powers Agreement to define the obligations of the MCD and the HOST; and

WHEREAS, Minnesota Statutes Section 471.59, subd. 10, provides that two or more governmental units may by Agreement jointly exercise any power common to the contracting Parties and as such the HOST may enter into this Agreement with MCD to perform on behalf of MCD any service or function that the HOST is authorized to provide for itself.

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the parties agree as follows:

1. **Term.** Notwithstanding the date of the signatures of the parties, the term of this Agreement is from the Effective Date through December 31, 2025, or until such time the MACWF terminates its relationship with MCD, or this Agreement is terminated by law or in accordance with the terms of this Agreement, whichever comes first.
2. **Purpose.** The purpose of this Agreement is to define the obligations of the MCD and the HOST for the MACWF program as provided in the approved MCD 2023-2025 Work Plan and Budget.
3. **Services.** The MCD requests, and the HOST agrees to provide, services relating to the MACWF as relevant and defined in the MCD 2023-2025 Plan of Work and Budget.
4. **Payment.** The MCD will pay the HOST for services in the amount up to \$9,000, three fourths of the total amount provided in the MCD 2023-2025 Plan of Work and Budget, as amended. The HOST will invoice MCD for payment under this Agreement based on actual hours worked, at the most current billable rate established by the Minnesota Board of Water and Soil Resources.
5. **Indemnification.** The HOST agrees to indemnify and save and hold the MCD, its officers, employees and agents harmless from any and all claims or causes of action arising from the performance of this Agreement by the HOST or its officers, employees and agents. This paragraph does not bar any legal remedies the HOST may have against MCD for its failure to fulfill its obligations under this Agreement. The HOST will reimburse the MCD for reasonable

attorneys' fees if MCD is the prevailing party in litigation to enforce any of the terms of this Agreement.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes Section 471.59, subd. 1a(a); provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota States Statutes Section 466.04.

6. **Insurance.** The HOST will procure insurance necessary to cover the errors and omissions of the HOST's employees performing services under the terms of this Agreement. MCD will procure insurance for the actual event of the Metro Area Children's Water Festival and be reimbursed for the cost of the insurance.
7. **Compliance with Laws.** The parties shall abide by all Federal, State or local laws; statutes, ordinances, rules and regulations pertaining to this Agreement and this Agreement shall be construed in accordance with the substantive and procedural laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in the County of Ramsey, State of Minnesota.
8. **Ownership.** All work product, data compilations, and materials of any kind prepared pursuant to this Agreement, regardless of the format in which they exist will become the sole and exclusive property of the MCD upon the completion of this Agreement. However, any of MCD member Districts may use portions or excerpts from the materials prepared pursuant to this Agreement. It is further agreed that the MCD and its member Districts have unlimited rights to use, duplicate and make derivative works of the same, with no obligation for an accounting to the HOST.
9. **Records/Audits.** The HOST's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the MCD and either the Legislative or State Auditor, pursuant to Minnesota Statutes Section 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. The HOST agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.
10. **Data Privacy.** For purposes of this Agreement all data on individuals collected, created, received, maintained or disseminated shall be administered consistent with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as Federal laws on data privacy.
11. **Non-Discrimination.** The HOST agrees that, in coordinating the hiring of all labor for the performance of any work under this Agreement, it will not, by reason of race, creed, color, sex, national origin, disability, sexual orientation, age, marital status or public assistance status, discriminate against any person who is a citizen of the United States and who qualifies and is available to perform the work to which such employment relates. The HOST agrees to comply with all Federal, State, and local non-discrimination laws and ordinances, in particular the applicable provisions of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. When required by law or requested by the MCD, the HOST shall furnish a written affirmative action plan.
12. **Termination.** Either party may terminate this Agreement with or without cause with 90 days prior written notice to the other party.

- 13. **Amendments.** Any amendment to this Agreement shall be in writing and signed by the same parties who signed the original Agreement or their successors in office. An Amendment must be requested in writing before the end of this Agreement.
- 14. **Entire Agreement.** This Agreement contains the entire agreement of the parties and supersedes all oral and written agreements and negotiations by the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands on the dates written below:

**METROPOLITAN SOIL AND WATER CONSERVATION DISTRICTS TECHNICAL SERVICE AREA
JOINT POWERS BOARD**

BY: _____
Chair, MCD Board Date

Pursuant to action taken by the MCD Board on _____.

RAMSEY COUNTY

BY: _____
Chair, County Board Date

Pursuant to action taken by the Ramsey County's Board of Commissioners on _____.

BY: _____
Chief Clerk, County Board Date

Approval recommended:

BY:  03/07/2023
Director, Parks and Recreation Department Date

Approved as to form:

BY:  on behalf of Amy Schmidt March 7, 2023
Assistant County Attorney, County Attorney's Office Date

Item Number: 2023-114

Meeting Date: 3/21/2023

Sponsor: Community & Economic Development

Title

Rice Creek Commons Joint Development Authority Advisory Committee Vice Chair

Recommendation

Affirm Commissioner Frethem as the Vice Chair of the Rice Creek Commons Joint Development Authority Advisory Committee.

Background and Rationale

A Joint Powers Agreement (JPA) between Ramsey County and the city of Arden Hills to redevelop the Twin Cities Army Ammunition Plant, now known as Rice Creek Commons, was approved on November 27, 2012, for the period of December 31, 2012, to December 31, 2038. Under the JPA, a Joint Development Authority was created to describe the city and county's intention to exercise "their respective authority granted by Minnesota Statutes 471.59. The powers of this JDA include but are not limited to, "remediation of contamination and elimination of blight, infrastructure construction and financing, comprehensive planning and zoning, and redevelopment and economic development" on the Rice Creek Commons site. Article II describes the structure of the JDA in detail. Two salient points of the JDA:

- The JDA Board consists of five members; two each from the city and county, and one member appointed by the city who is a suitable non-elected official member who shall serve as the Chair.
- The Vice Chair is appointed by the county.

The JDA started meeting on February 6, 2023. More information can be found [HERE](https://www.cityofardenhills.org/367/Joint-Development-Authority) <<https://www.cityofardenhills.org/367/Joint-Development-Authority>>.

This request is for Ramsey County to reaffirm the JDA vote taken at the Rice Creek Commons Joint Development Authority Advisory Committee meeting on February 6, 2023.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Affirming Commissioner Frethem's appointment as the Vice Chair of the Rice Creek Commons Joint Development Authority Advisory Committee will enhance Ramsey County's ability to fulfill its vision of a vibrant community where all are valued and thrive and to serve our diverse communities.

Community Participation Level and Impact

A motion was made by Arden Hills Commissioner Fabel, seconded by Arden Hills Commissioner Monson to appoint Commissioner Frethem as Vice Chair. The motion carried. In the absence of the Chair, Commissioner Frethem will run the Rice Creek Commons Joint Development Authority Advisory Committee Meeting.

- Inform Consult Involve Collaborate Empower

Fiscal Impact

None.

Last Previous Action

None.

Attachments

None.