



Board of Commissioners

Agenda

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

January 18, 2022 - 9 a.m.

Virtual meeting / Council Chambers - Courthouse
Room 300

Pursuant to Minnesota Statutes Section 13D.021, the Chair of the Ramsey County Board of Commissioners has determined that an in-person meeting is not practical or prudent because of the COVID-19 pandemic. Commissioners will participate by telephone or other electronic means. In addition, it may not be feasible for commissioners, staff, or members of the public to be present at the regular meeting location due to the COVID-19 pandemic and Center for Disease Control's transmission level registering as substantial or high in Ramsey County. The meeting broadcast will be available online and linked via ramseycounty.us/boardmeetings.

ROLL CALL

PLEDGE OF ALLEGIANCE

1. **Agenda of January 18, 2022 is Presented for Approval.** [2022-024](#)

Sponsors: County Manager's Office

Approve the agenda of January 18, 2022.

2. **Minutes from January 11, 2022 are Presented for Approval** [2022-025](#)

Sponsors: County Manager's Office

Approve the January 11, 2021 Minutes.

PROCLAMATION

3. **Proclamation: Day of Racial Healing** [2022-022](#)

Sponsors: Board of Commissioners

PRESENTATION OF AWARD

4. **Award Presentation: Association of Minnesota Counties Awards to Ramsey County** [2021-721](#)

Sponsors: County Manager's Office

None. For information and discussion only.

COVID UPDATE

ADMINISTRATIVE ITEMS

5. Second Amendment to the Lease Agreement with Face to Face Health & Counseling Services, Inc. [2022-001](#)

Sponsors: Property Management and Housing Stability

1. Approve the Second Amendment to the Lease Agreement with Face to Face Health & Counseling Services, Inc., 1165 Arcade Street, Saint Paul, MN 55106 for space in the Annex of the Metro Square Building, 121 East Seventh Place, Saint Paul, Minnesota, 55101, from January 1, 2022 through June 30, 2022, at no additional rental cost.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.

6. Single Source Agreement with Toltz, King, Duvall, Anderson, and Associates, Inc for Consultant Engineering Services on the Lexington Parkway Realignment Project [2021-768](#)

Sponsors: Public Works

1. Approve the Single Source Agreement with Toltz, King, Duvall, Anderson, and Associates, Inc for engineering services on the Lexington Parkway Realignment project between Adrian Street and Albion Avenue, for the period of January 11, 2022 through December 31, 2023, with an option to renew up to three additional one-year periods, in the amount of \$200,000.
2. Authorize the Chair and the Chief Clerk to execute the agreement.

7. Repurchase of a Tax-forfeited Property Located at 1128 Beech Street, Saint Paul, MN 55106 [2021-674](#)

Sponsors: Property Tax and Records & Election Services

1. Determine that by allowing a timely repurchase of the following property, any injustice or undue hardship caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:
Commissioner District 6
PIN: 33-29-22-12-0068
Property Address: 1128 Beech Street, Saint Paul, MN 55106
Repurchase Amount Due to Date: \$25,744.51
2. Approve the repurchase of the above tax-forfeited property by Dustin Nguyen, fee owner at the time of forfeiture ("Repurchaser"), subject to the following conditions that must be met within 90 days of approval of this resolution: Repurchaser will
 - a) provide the required payment-in-full of all back taxes, interest, penalties, recording fees and costs, and maintenance costs (no installment payments allowed); and
 - b) execute a repurchase contract with the following conditions:
 - i. provide an executed assignment and assumption of the repurchase contract by a third-party buyer at arms' length (such buyer to be approved by the department of Property Tax, Records & Election Services); and
 - ii. continue to maintain and keep the property in a secure and safe condition from the date of contract execution until the closing of the sale to and possession by a third party buyer.

8. Repurchase of a Tax-forfeited Property Located at 1277 Rice Street, Saint Paul, MN 55117 [2021-675](#)

Sponsors: Property Tax and Records & Election Services

1. Determine that by allowing a timely repurchase of the following property, any injustice or undue hardship caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:
Commissioner District 3
PIN: 24-29-23-44-0008
Property Address: 1277 Rice Street, Saint Paul, MN 55117
Repurchase Amount Due to Date: \$11,098.90
2. Approve the repurchase of the above tax-forfeited property by Dustin Nguyen, fee owner at the time of forfeiture ("Repurchaser"), subject to the following conditions that must be met within 90 days of approval of this resolution: Repurchaser will
 - a) provide the required payment-in-full of all back taxes, interest, penalties, recording fees and costs, and maintenance costs (no installment payments allowed); and
 - b) execute a repurchase contract with the following conditions:
 - i. provide an executed assignment and assumption of the repurchase contract by a third-party buyer at arms' length (such buyer to be approved by the Department of Property Tax, Records & Election Services); and
 - ii. continue to maintain and keep the property in a secure and safe condition from the date of contract execution until the closing of the sale to and possession by a third party buyer.

9. Repurchase of a Tax-forfeited Property Located at 760 Minnehaha Avenue East, Saint Paul, MN 55106 [2021-676](#)

Sponsors: Property Tax and Records & Election Services

1. Determine that by allowing a timely repurchase of the following property, any injustice or undue hardship caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:
Commissioner District 5
PIN: 32-29-22-11-0021
Property Address: 760 Minnehaha Avenue East, Saint Paul, MN 55106
Repurchase Amount Due to Date: \$10,937.91
2. Approve the repurchase of the above tax-forfeited property by Dustin Nguyen, fee owner at the time of forfeiture ("Repurchaser"), subject to the following conditions that must be met within 90 days of approval of this resolution: Repurchaser will
 - a) provide the required payment-in-full of all back taxes, interest, penalties, recording fees and costs, and maintenance costs (no installment payments allowed); and
 - b) execute a repurchase contract with the following conditions:
 - i. provide an executed assignment and assumption of the repurchase contract by a third-party buyer at arms' length (such buyer to be approved by the Department of Property Tax, Records & Election Services); and
 - ii. continue to maintain and keep the property in a secure and safe condition from the date of contract execution until the closing of the sale to and possession by a third party buyer.

10. Sale of a Tax-forfeited Property, Classified as Conservation Land, for Less Than Market Value to the County of Ramsey Public Works, Minnesota, a Government Agency [2021-767](#)

Sponsors: Property Tax and Records & Election Services

Approve the sale of the tax-forfeited property, located in White Bear Lake on County Road F East (25-30-22-22-0002), to Ramsey County Public Works for \$180, with a restrictive covenant

for 30 years for storm water drainage of storm water under a storm water management plan.

11. General Fund Balance Loan for the Homeless Shelter Project [2022-026](#)

Sponsors: Economic Growth and Community Investment

Approve a loan of up to \$5,200,000 from the county's General Fund balance to meet current cash flow needs of the Homeless Shelter Project.

12. Authorization for 2022 Bond Sale [2022-003](#)

Sponsors: Finance

1. Authorize a general obligation bond sale of up to \$19,000,000.
2. Set February 15, 2022 as the bond sale award date for proposals received on February 14, 2022.

ORDINANCE PROCEDURES

13. Revised Parks & Recreation Ordinance - Waive the First Reading [2022-006](#)

Sponsors: Parks & Recreation

Waive the first reading of the revised Parks & Recreation Ordinance.

14. Revised Parks & Recreation Ordinance - Set Public Hearing Date [2022-007](#)

Sponsors: Parks & Recreation

Set the date and time of February 8, 2022, at 9:00 a.m., or as soon thereafter as possible, in the Council Chambers of the Ramsey County Courthouse, for the Public Hearing on adopting amendments to the Ramsey County Parks & Recreation Ordinance to afford the public an opportunity to comment on the ordinance amendments.

POLICY ITEM

15. Presentation: Housing Stability Project Update [2022-011](#)

Sponsors: Housing Stability

None. For information and discussion only.

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

1:30 p.m. - Closed Meeting - ****CLOSED TO PUBLIC****

Re: To develop or consider offers or counteroffers for the purchase or sale of real or personal property

Advance Notice:

January 25, 2022 County board meeting – Council Chambers

February 1, 2022 County board meeting – Council Chambers

February 8, 2022 County board meeting – Council Chambers

February 22, 2022 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: 2022-024

Meeting Date: 1/18/2022

Sponsor: County Manager's Office

Title

Agenda of January 18, 2022 is Presented for Approval.

Recommendation

Approve the agenda of January 18, 2022.



Board of Commissioners

Request for Board Action

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

Item Number: 2022-025

Meeting Date: 1/18/2022

Sponsor: County Manager's Office

Title

Minutes from January 11, 2022 are Presented for Approval

Recommendation

Approve the January 11, 2021 Minutes.

Attachments

1. January 11, 2022 Minutes



Board of Commissioners

Minutes

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

January 11, 2022 - 9 a.m.

Virtual meeting / Council Chambers - Courthouse
Room 300

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ROLL CALL

Present: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

PLEDGE OF ALLEGIANCE

1. Agenda of January 11, 2022 is Presented for Approval. [2021-764](#)

Sponsors: County Manager's Office

Approve the agenda of January 11, 2022.

Motion by McGuire, seconded by Ortega. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

2. Minutes from January 4, 2022 are Presented for Approval [2021-765](#)

Sponsors: County Manager's Office

Approve the January 4, 2022 Minutes.

Motion by Ortega, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

PROCLAMATION

3. Proclamation: Health Care Month [2021-747](#)

Sponsors: Workforce Solutions, Public Health and Social Services

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

COVID UPDATE

Presented by County Manager Ryan O'Connor, Sara Hollie, Director - Public Health, Dr. Ogawa, Medical Director - Public Health, and Laura Andersen, Deputy Incident Commander - Public Health. Discussion can be found on archived video.

ADMINISTRATIVE ITEMS

4. Single Source Agreement with Model Cities for Emergency Shelter Beds [2021-774](#)

Sponsors: Housing Stability

1. Approve the single source agreement with Model Cities of St. Paul, Inc., 839 University Avenue West, Saint Paul, Minnesota 55104 for \$601,800.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

Motion by McGuire, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2022-009

6. Grant Agreement from the Minnesota Board of Water and Soil Resources for State Fiscal Year 2022 [2021-763](#)

Sponsors: Parks & Recreation

1. Ratify the submittal of a grant work plan to the Minnesota Board of Water and Soil Resources for Local Capacity Services and Buffer Law Program Implementation Grants.
2. Accept and approve a grant award from the Minnesota Board of Water and Soil Resources for Local Capacity Services and Buffer Law Program Implementation Grants for the period of grant execution through December 31, 2024 in the amount of \$113,434.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. 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 McGuire, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2022-010

7. Grant Awards from Minnesota Department of Natural Resources for State Fiscal Year 2022 Conservation Partners Legacy Program [2021-771](#)

Sponsors: Parks & Recreation

1. Ratify the submittal of grant applications to the Minnesota Department of Natural Resources for State Fiscal Year 2022 Conservation Partners Legacy program grant.
2. Accept and approve a grant award with the Minnesota Department of Natural Resources for State Fiscal Year 2022 Conservation Partners Legacy program grant for the Pigs Eye Island Habitat grant for the period of grant execution through June 30, 2025 in the amount of \$314,460.
3. Accept and approve the grant agreement with the Minnesota Department of Natural Resources for State Fiscal Year 2022 Conservation Partners Legacy program grant for the West Battle Creek Prairie Expansion Project for the period of grant execution through June 30, 2025 in the amount of \$132,750.
4. Authorize the Chair and Chief Clerk to execute the grant agreements.
5. Authorize the County Manager to enter into agreements and contracts and execute amendments to agreements and contracts, in accordance with the county's procurement

policies and procedures, provided the amounts are within the limits of the grant funding.

Motion by McGuire, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2022-011

9. Project Labor Agreements for Public Works 2022 Construction and Pavement Preservation Projects [2021-758](#)

Sponsors: Public Works

Determine that Project Labor Agreements shall not be used on any 2022 construction or pavement preservation projects.

Motion by McGuire, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2022-012

10. 2022-2026 Transportation Improvement Program [2021-685](#)

Sponsors: Public Works

1. Adopt the 2022-2026 Public Works Transportation Improvement Program.
2. Authorize the County Engineer to prepare plans and agreements for all projects identified in the Transportation Improvement Program, and to issue solicitations in accordance with county policies and procedures and the Minnesota Department of Transportation's list of "Pre-Qualified Vendors by Work Type".
3. Authorize the County Engineer to execute Right of Way Plats and Certificate of Surveys for Highway projects that require the determination of existing right of way for the delineation and /or acquisition of property, for planning studies or disposition of excess county property.
4. Authorize the County Manager to enter into contracts and agreements, and execute change orders and amendments to contracts, supplemental agreements, and agreements related to the expenditure of Transportation Improvement Program Project Funds utilizing County State Aid, Federal, state and participating funding associated with the construction of the approved projects in the 2022-2026 or a previously approved Transportation Improvement Program in accordance with the county's procurement policies and procedures.
5. Authorize the County Engineer and County Attorney to acquire temporary easements, permanent easements, fee title, and enter into Limited Use Permits with the state of Minnesota for projects in the 2022-2026 Transportation Improvement Program, or previously approved Transportation Improvement Program, by negotiation or condemnation.
6. Authorize the County Engineer to approve negotiated settlements for up to \$100,000 over the county's appraised value per parcel for temporary and permanent easements and fee title.
7. Authorize the County Manager to approve and execute purchase agreements, settlements, closing documents, Limited Use Permits and other related real estate documentation associated with Ramsey County Board approved acquisitions of real property.
8. Authorize the County Manager to approve and execute cooperative agreements and maintenance agreements with cities, counties, state, and other governmental agencies for their participation in projects listed in the 2022-2026 Public Works Transportation Improvement Program or previously approved Transportation Improvement Program.
9. Authorize temporary cash loans from the County General Fund to the Road and Bridge Capital

Improvement Program fund and the Wheelage Tax fund for costs of projects listed in the 2022-2026 Public Works Transportation Program, or previously approved Transportation Improvement Program, and for maintenance project expenditures occurring before bond or wheelage tax proceeds are received pending receipt of Federal, County State Aid Highway, state, participating funds.

10. Authorize the County Manager to submit grant applications for state and federal funding for projects listed in the 2022-2026 Public Works Transportation Improvement Program.
11. Authorize the County Manager to accept grants and execute grant agreements agreeing to the grant terms and conditions for grant award and for grants that so require, the county agrees to be responsible for any additional amount by which the cost exceeds the county's construction cost estimate and will return to the grantor any grant amount appropriated for the project but not utilized for the project under the terms of the grant agreement.

Motion by McGuire, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2022-013](#)

11. Appointments to the Ramsey County Library Board [2021-680](#)

Sponsors: Library

Appoint David Perry and Grace Atkins to the Ramsey County Library Board for three-year terms beginning January 11, 2022 and ending December 31, 2024.

Motion by McGuire, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2022-014](#)

12. Designation of One Additional Unclassified, Unrepresented Administrator, Withdrawal Management Program and Detoxification Position in Accordance with Personnel Act, Minnesota Statute 383A.286, Subdivision 3. [2021-766](#)

Sponsors: Human Resources

Approve the designation of one additional unclassified, unrepresented administrator, Withdrawal Management Program and Detoxification position in accordance with Personnel Act, Minnesota Statute 383A.286, Subdivision 3.

Motion by McGuire, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2022-015](#)

14. 2022 Authorization to Participate in Pooled Fund Opportunities [2021-724](#)

Sponsors: Finance

1. Authorize Ramsey County to join and invest in the Minnesota Association of Governments Investing for Counties fund.
2. Authorize the County Manager, or his designee, to sign the attached Minnesota Association of Governments Investing for Counties resolution form.

Motion by McGuire, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2022-016](#)

15. 2022 Designation of Depositories and Delegation for Electronic Funds Transfers [2021-725](#)

Sponsors: Finance

1. Approve the designation of depositories to US Bank, Bremer Bank, Tradition, Minnesota State Board of Investment and Minnesota Association of Governments Investing for Counties.
2. Authorize the Chief Financial Officer, or her designees, the ability to execute Electronic Funds Transfers.

Motion by McGuire, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2022-017

16. October 2021 Report of Contracts, Grant and Revenue Agreements, [2021-723](#)
Emergency Purchases, Sole Source, Single Source Purchases and Final
Payments

Sponsors: Finance

Accept the monthly report of contracts, grant and revenue agreements, emergency purchases, sole source and single source purchases and final payments for the month of October 2021.

Motion by McGuire, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: B2022-018

5. Amendments to the Joint Powers Agreement with the Minnesota State [2021-769](#)
Agricultural Society for Law Enforcement and Security Services

Sponsors: Sheriff's Office

1. Ratify the First Amended and Restated Joint Powers Agreement with the Minnesota State Agricultural Society, 1265 Snelling Avenue North, Saint Paul, Minnesota 55108-3003, for law enforcement and security services for the period of January 1, 2022, through January 15, 2022.
2. Approve the Second Amended and Restated Joint Powers Agreement with the Minnesota State Agricultural Society, 1265 Snelling Avenue North, Saint Paul, Minnesota 55108-3003 for law enforcement and security services for the period of January 16, 2022, through June 30, 2022.
3. Authorize the Chair and Chief Clerk to execute the Second Amendment.
4. Require a progress update from the Ramsey County Sheriff's Office and Minnesota Agricultural Society on the transition of State Fair security services on or before April 5, 2022. The update should include a transition plan that recognizes the termination of the Joint Powers Agreement for security services with Ramsey County on June 30, 2022.
5. Require monthly updates from the Ramsey County Sheriff's Office and Minnesota State Agricultural Society during May, June and July of 2022 on the security services transition that should be completed by June 30, 2022.

Commissioner Carter made a motion to amend the request for board action/resolution language, seconded by Reinhardt. Unanimously approved. The amended language is reflected in the two added recommendations - numbers 4 and 5 listed on the request for board action and above.

Motion by Ortega, seconded by Reinhardt. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt
Resolution: [B2022-019](#)

- 8. Joint Powers Agreement with the City of Saint Paul, City of Minneapolis and Hennepin County to apply for the Economic Development Administration Good Jobs Challenge [2021-681](#)

Sponsors: Workforce Solutions

- 1. Approve the Joint Powers Agreement with the city of Saint Paul, city of Minneapolis and Hennepin County to apply for the Economic Development Administration Good Jobs Challenge.
- 2. Authorize the Chair and Chief Clerk to execute the agreement.

Discussion can be found on archived video.

Motion by Ortega, seconded by Carter. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt
Resolution: [B2022-020](#)

- 13. Summary of the Conclusions from the Performance Evaluation of the County Manager [2022-018](#)

Sponsors: Board of Commissioners

Authorize the annual salary of the County Manager, currently \$200,697.61 for the year 2022, to be increased retroactively in alignment with the cost-of-living increase for unrepresented employees once it is approved by the Ramsey County Board of Commissioners.

Discussion can be found on archived video.

Motion by McDonough, seconded by Ortega. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt
Resolution: [B2022-021](#)

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 10:57 a.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2022-022

Meeting Date: 1/18/2022

Sponsor: County Manager's Office

Title

Proclamation: Day of Racial Healing

Attachments

1. Proclamation

Proclamation

WHEREAS, We have all witnessed racial divisiveness rising in America's urban, rural, suburban, and tribal communities today that threatens the very core of this great country's unified front; and

WHEREAS, Divisions along racial and other lines have created an increasingly polarized society in need of healing; and

WHEREAS, We understand and recognize that there is a racial divide in our country and all must work earnestly to heal the wounds created by racial, ethnic and religious bias and build an equitable and just society in which all people can thrive; and

WHEREAS, Nonprofit organizations are uniquely positioned to bridge these divides, bring together communities, and work to change longstanding systems and policies that benefit some groups while marginalizing, excluding, or harming others; and

WHEREAS, Government organizations are better able to fulfill their missions, understand and embrace the full diversity of their communities and social realities that affect us all, when they are led by boards that are intentionally diverse in composition, inclusive in culture, and equity-focused in development of strategies and solutions to deepen the impact on, and the relevance and advancement of the public good; and

WHEREAS, If we dedicate ourselves to the principles of truth, racial healing and transformation, we can bring about the necessary changes in thinking and behavior that will propel this great country forward as a unified force where racial biases will become a thing of the past; and

WHEREAS, Racial healing is a vital and crucial commitment to the educational, physical, social and mental well-being of all people; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares January 18, 2022 as Day of Racial Healing in Ramsey County; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners, in conjunction with others throughout the United States, urges all Ramsey County residents to commit to racial healing and transformation in the ways best suited for them individually and as a community, as a means of working together to ensure the greatest quality of life for every resident.



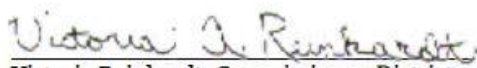
Trista MatasCastillo, Board Chair, District 3



Mary Jo McGuire, Commissioner, District 2



Rafael E. Ortega, Commissioner, District 5



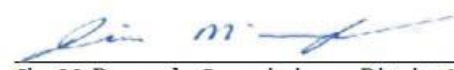
Victoria Reinhardt, Commissioner, District 7



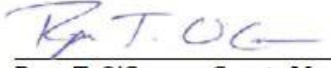
Nicole Frethem, Commissioner, District 1



Toni Carter, Commissioner, District 4



Jim McDonough, Commissioner, District 6



Ryan T. O'Connor, County Manager



Board of Commissioners

Request for Board Action

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

Item Number: 2021-721

Meeting Date: 1/18/2022

Sponsor: County Manager's Office

Title

Award Presentation: Association of Minnesota Counties Awards to Ramsey County

Recommendation

None. For information and discussion only.

Background and Rationale

Julie Ring, Executive Director - Association of Minnesota Counties (AMC), will present two awards to Ramsey County:

- AMC County Achievement Award presented to Ramsey County Elections Office and Dr. Jolie Wood for Ramsey County 2020 Census and Voter Engagement work.
- AMC Outstanding Service Award presented to Deputy County Manager, Kathy Hedin.

Attachments

None.

Item Number: 2022-001

Meeting Date: 1/18/2022

Sponsor: Property Management and Housing Stability

Title

Second Amendment to the Lease Agreement with Face to Face Health & Counseling Services, Inc.

Recommendation

1. Approve the Second Amendment to the Lease Agreement with Face to Face Health & Counseling Services, Inc., 1165 Arcade Street, Saint Paul, MN 55106 for space in the Annex of the Metro Square Building, 121 East Seventh Place, Saint Paul, Minnesota, 55101, from January 1, 2022 through June 30, 2022, at no additional rental cost.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.

Background and Rationale

Face to Face Health & Counseling Service, Inc. ("Face to Face"), a non-profit organization dedicated to the needs of youth ages 11 to 24, has been providing drop-in center services for youth in the Metro Square building since October 1, 2015. These services include assistance with food, clothing and finding shelter for those experiencing homelessness and those at risk for homelessness for ages 14 to 21. The lease, as previously amended, expired on December 31, 2021 and Face to Face continues its occupancy by holding over as authorized under the terms of that lease. Recognizing the importance of these services, especially with consideration of the extraordinary challenges brought on by the COVID-19 pandemic, Face to Face and the county wish to extend the lease for six months through June 30, 2022.

As part of the terms of the six-month lease extension, no rent will be charged for the extension period. Under the terms of the First Amendment to the Lease dated January 12, 2021, no rent was charged for the period from June 1, 2020 through December 31, 2021.

A zero-dollar lease extension through June 2022 constitutes a public purpose expenditure within the county's authority. The services provided by Face to Face will: benefit the public health, safety, general welfare, security, prosperity, and contentment of the whole community as a body; relate directly to Ramsey County's governmental functions; and will not have the primary objective of benefitting a private interest.

County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

Racial Equity Impact

The issue of unsheltered homelessness was significant before the outbreak of COVID-19 and has been a growing issue in the community for some time. The pandemic has increased the need for such assistance services due to social distancing requirements and a growing number of homeless. Homelessness has disparate racial impacts. Recent data for Ramsey County indicate African American and American Indian residents are over ten times more likely per capita to be homeless than White residents.

According to the National Coalition for the Homeless, providing assistance to youth impacted by homelessness is especially challenging. Causes include family problems, economic problems, and residential

instability. Homeless youth face severe challenges in obtaining an education and supporting themselves emotionally and financially. Having community resources focused on the specific challenges of youth experiencing homelessness is especially valuable in the community.

Community Participation Level and Impact

There is no community engagement for this lease amendment.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Funding of \$42,000 for rent through June 30, 2022 will be provided to Property Management from the Housing Stability department's operating budget. The same funding was used for the 2021 rent. Property Management utilized fund balance to offset the rental income forgiven in 2020.

County Manager Comments

No additional comments.

Last Previous Action

On January 12, 2021, the Ramsey County Board of Commissioners approved the first amendment to the Lease Agreement with the Face to Face Health & Counseling Service, Inc for the Annex of the Metro Square Building (Resolution B2021-011).

Attachments

1. Second Amendment to Lease Agreement

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE (“Second Amendment”) is dated this ___ day of January 2022, between Face to Face Health & Counseling Services, Inc., a Minnesota nonprofit corporation, 1165 Arcade Street, Saint Paul, MN 55106 (“Lessee”), and Ramsey County, a political subdivision of the State of Minnesota, 15 West Kellogg Boulevard, Saint Paul, Minnesota 55101 (“Lessor”).

RECITALS

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement dated October 1, 2015 (the “Original Lease”), whereby Lessee leased from Lessor approximately 8,272 square feet of usable space and common area at 121 7th Place East, Saint Paul, Minnesota 55101 as described and depicted in the Original Lease (the “Premises”); and

WHEREAS, Lessor and Lessee have previously agreed to the First Amendment to the Lease, effective January 1, 2021 through December 31, 2021; and

WHEREAS, due to the on-going financial hardship related to the COVID-19 pandemic and because Lessee is not eligible for any other COVID-related rent support program for the Premises, Lessee is not able to make rent payments and provide services to the residents of Ramsey County; and

WHEREAS, Lessor has concluded that it is in the best interests of the public health, safety, and welfare that Lessee continue to provide Health and Counseling services to residents of Ramsey County; and

WHEREAS, Lessor desires to provide Lessee with rent relief which will assist Lessor’s ability to continue to provide vital Health and Counseling services to residents of Ramsey County; and

WHEREAS, the parties desire to extend the terms and conditions of the Original Lease, except as stated below, for a period of six (6) months.

NOW THEREFORE, based on the mutual promises and on the terms and conditions stated herein, and for the good and valuable consideration described herein, the sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. The Recitals are correct and are incorporated herein.
2. The “TERM” of the Original Lease is extended for an additional six (6) months, commencing on January 1, 2022, and ending on June 30, 2022.

3. That part of "Rent Schedule:" is amended to apply the following rental rates:

Lease Period	Rate Per SF	Annual Lease Amount	Monthly Payment
1/1/2022 – 6/30/2022	\$0.00	\$0.00	\$0.00

4. All other terms and conditions of the Original Lease are ratified, and remain unchanged and in full force and effect.

IN WITNESS THEREOF, the parties have caused this Second Amendment to Lease to be executed as of the day and year first written above.

LESSOR

COUNTY OF RAMSEY

Trista MatasCastillo, Chair
Ramsey County Board of Commissioners

Mee Cheng, Chief Clerk
Ramsey County Board of Commissioners

Recommended for Approval:

Jean R. Krueger
Jean R. Krueger (Jan 11, 2022 10:50 CST)

Jean R. Krueger
Director of Property Management

Approved as to form:

Amy K. L. Schmidt

Amy K. L. Schmidt
Assistant Ramsey County Attorney

LESSEE

**Face to Face Health & Counseling Services,
Inc.**

By: 

Name: HANNA GETACHEW-KREISSER

Title: Executive Director

Board of Commissioners

Request for Board Action

Item Number: 2021-768

Meeting Date: 1/18/2022

Sponsor: Public Works

Title

Single Source Agreement with Toltz, King, Duvall, Anderson, and Associates, Inc for Consultant Engineering Services on the Lexington Parkway Realignment Project

Recommendation

1. Approve the Single Source Agreement with Toltz, King, Duvall, Anderson, and Associates, Inc for engineering services on the Lexington Parkway Realignment project between Adrian Street and Albion Avenue, for the period of January 11, 2022 through December 31, 2023, with an option to renew up to three additional one-year periods, in the amount of \$200,000.
2. Authorize the Chair and the Chief Clerk to execute the agreement.

Background and Rationale

The 2018 - 2022 Transportation Improvement Program (TIP) had the Lexington Parkway Realignment Project programmed for construction in 2020. The project consisted of the realignment and reconstruction of Lexington Parkway between Adrian Street and Albion Avenue in Saint Paul. Information on the Lexington Parkway Realignment project can be found on the Ramsey County website at [Lexington Parkway Realignment Project Information <https://www.ramseycounty.us/residents/roads-transportation/current-roadwork/2021-road-construction-maintenance/lexington-parkway-west-7th-street-reconfiguration>](https://www.ramseycounty.us/residents/roads-transportation/current-roadwork/2021-road-construction-maintenance/lexington-parkway-west-7th-street-reconfiguration).

In 2018, a contract was awarded to Toltz, King, Duvall, Anderson, and Associates, Inc (TKDA) in the amount of \$419,300 to complete engineering services for the design of the Lexington Parkway project. In 2019, a contract amendment was issued in the amount of \$413,600 for significant design changes, public engagement, and to include construction administration and inspection. This contract expired December 31, 2021.

Construction of Lexington Parkway began in the summer 2020 with an anticipated completion date of November 2020. Unforeseen conditions including weather, utility conflicts, unsuitable materials, field design changes, and rework that needed to be completed by the contractor has caused the project to extend into the 2022 construction season. Therefore, the construction of Lexington Parkway is requiring an additional year to complete. Additional consultant services for construction administration are required for oversight to complete the construction and finalize the project. The amount needed to complete the project is \$200,000.

TKDA's project manager and team have done significant work and developed a deep understanding of the project. It is necessary to continue services with TKDA through a single source contract to complete and close out the project.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

There are no racial equity impacts with the approval of this agreement to complete the construction

administration for the Lexington Parkway Realignment project.

Community Participation Level and Impact

Extensive community engagement was conducted during the design phase of the Lexington Parkway Realignment project. During construction, the project web page is updated weekly to provide up-to-date information for the public.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The single source contract, in the amount of \$200,000 will be funded through County State Aid Highway funds in the Public Works department budget.

County Manager Comments

No additional comments.

Last Previous Action

On January 23, 2018, the Ramsey County Board approved the 2018-2022 Transportation Improvement Program, which included the Lexington Parkway Realignment Project (Resolution B2018-033).

Attachments

1. Ramsey County Sole Source or Single Source Request Form
2. Professional Services Agreement



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Public Works, 1425 Paul Kirkwold Drive, Arden Hills, MN 55112 ("County") and Toltz King Duvall & Anderson, 444 Cedar Street, Suite 1500 St. Paul MN 55101, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from January 19, 2022 through December 31, 2023 and may be renewed for up to three (3) additional one year period(s).

The full term of this agreement (including renewals) is 4 year(s), 11 month(s) and 11 day(s).

1.1.1.

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

2. Scope of Service

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

2.1.

A. General

The Contractor ("Consultant") will provide all personnel and materials necessary to provide services through completion of the Lexington Parkway Realignment Project, SAP 062-651-054, between Adrian Street and Albion Avenue in the city of Saint Paul ("Project"). Services include:

- a. final inspection documentation in accordance with:
 - o Project permits
 - o Project construction plans
 - o Project manual, including special provisions
 - o MnDOT Standard Specifications for Construction, 2018 Edition (Standards and Specifications)
 - o Minnesota Department of Transportation State Aid for Local Transportation Division requirements
- b. As-built surveys and plans
- c. One Office Software utilization for Construction Documentation. This program must be used for project administration, diaries, item record accounts, work orders, and partial payments.
- d. Execution of Supplemental Agreements and Change Orders for the construction contract
- e. Provide all information needed to close out the project using MnDOT State Aid requirements. Information includes, but not limited to, final quantities and payment,

materials exceptions, contractor documents, labor compliance and all other applicable documentation.

Consultant Role/Responsibilities

The Consultant:

- a. is expected to act on behalf of Ramsey County and provide advice and make decisions that are in the best interest of the Project and of the County. The County will have ultimate decision-making capacity on issues that impact the budget, scope and schedule of the Project.
- b. must dedicate assigned staff resources to the Project for the hours committed (at the times required of the schedule), in their assigned roles, and for the duration of the Project without substitution.
- c. will provide all services necessary to oversee and administer final completion of the construction contract in accordance with MnDOT State Aid requirements.
- d. Consultant Project Engineer will be the primary contact for the Construction Contractor.
- e. staff shall have all necessary MnDOT certifications for inspection and material testing.

2.2.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.3.

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

3. Schedule

The Contractor shall provide services as and if requested by the County, it being understood that the County might not purchase any services under this Agreement.

4. Cost

4.1.

The County shall pay the Contractor a not to exceed amount of \$ 200,000.00 over the life of the contract according to the agreed to rates.

4.2.

The County shall pay the Contractor the following unit rates:
Principal \$175/hr
Senior Project manager \$192/hr
Senior Registered engineer \$186/hr
Registered Engineer \$126/hr
Engineering Specialist \$110/hr
Senior Water Resources Engineer \$175/hr

Hydrologist \$182/hr
Senior Transportation Engineer \$181/hr
Graduate Engineer Transportation \$98/hr
Graduate Engineer Municipal \$85/hr
Landscape Architect \$185/hr
Registered land surveyor \$144/hr
Engineering Specialist \$122/hr
Admin tech \$74/hr

5. County Roles and Responsibilities

The County shall act as the lead agency and owner representative and will oversee the work of the Consultant and act as general liaison to the City St. Paul. The County will review and approve work performed by the Consultant including contract revisions and changes.

6. General Contract/Agreement Terms and Conditions

6.1. Payment

6.1.1.

No payment will be made until the invoice has been approved by the County.

6.1.2.

Payments shall be made when the materials/services have been received in accordance with the provisions of the resulting contract.

6.2. Application for Payments

6.2.1.

The Contractor shall submit an invoice as mutually agreed upon by Contractor and the County.

6.2.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

6.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

6.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

6.2.5.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

6.2.6.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an

unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

6.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

6.4. Successors, Subcontracting and Assignment

6.4.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

6.4.2.

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

6.4.3.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

6.5. Compliance With Legal Requirements

6.5.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

6.5.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

6.6. Data Practices

6.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

6.6.2.

The Contractor designates Lawrence Poppler as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as

the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

6.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

6.7. Security

6.7.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

6.7.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

6.7.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

6.7.4.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

6.7.5.

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

6.8. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

6.9. Contractor's Insurance

6.9.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

6.9.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

6.9.3.

Commercial general liability of no less than \$500,000 per claim, \$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.

6.9.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

6.9.3.2.

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

6.9.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

6.9.4.1.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

6.9.4.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

6.9.5.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

6.9.6.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

6.9.7.

If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

6.9.8.

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability and umbrella liability insurance required of the Contractor under this Agreement.

6.9.9.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to the County upon written request.

6.9.10.

Certificates 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-.

6.9.11.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

6.9.12.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

6.9.13.

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

6.9.14.

A Crime and Fidelity Bond is required if the Contractor is handling money for the County or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

6.10. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

6.11. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Lucas Lortie, 1425 Paul Kirkwold Dr Arden Hills, MN 55112

Contractor:

Lawrence Poppler, TKDA, 444 Cedar Street, Suite 1500, St. Paul MN 55102

6.12. Non-Conforming Services

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

6.13. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

6.14. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

6.15. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this

Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

6.16. Force Majeure

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

6.17. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

6.18. Termination

6.18.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

6.18.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

6.18.3.

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

6.19. Interpretation of Agreement; Venue

6.19.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

6.19.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

6.20. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

6.21. Infringement

6.21.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

6.21.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such enjoinderment imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

6.22. Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

6.23. Diverse Workforce Inclusion

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through jobconnectmn@ramseycounty.us or call 651-266-6042.

6.24. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

6.25. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

****Exceeds Contract Value Authority****

Definitions

Single Source: A direct purchase of professional or client services from one particular contractor even though other competitive sources may be available. Having a contractor provide additional services based on the experience and knowledge they have gained, along with their unique talents, allows the county to advance important county initiatives while saving the county time and money.

Sole Source: A situation created due to the inability to obtain competition. May result because only one contractor possesses the unique ability or capability to meet the particular requirements of the solicitation.

Department Section

Department: PUBW

Requisition ID: 0000026319

Requestor: LUCAS.LORTIE

Date: January 3, 2022

Procurement Description: Engineering Services

Contractor Name: Toltz, King, Duvall, Anderson and Associates, Inc (TKDA)

Contract Term (including renewals): January 12, 2022 to December 31, 2026

Anticipated Contract Value (including renewals): 200,000.00

1.

Is this a single or sole source request?

Single Source

2.

Select the good or service category:

Professional Services

3.

Will the purchase be made using grant, state and/or federal funding? Yes

Funding Source: County State Aid Highway

List all solicitation requirements related to the grant, state and/or federal funding:

Be utilized on a County State Aid Highway

4.

Describe in detail how this procurement meets either the single source or sole source definition:

Contractor currently has a contract for the provision of engineering services which ended 12/31/2021 and cannot be renewed. Due to unforeseen circumstances, conditions and changes to the construction contract, additional services are required and oversight of the project is needed until the project is fully completed by the construction contractor.

- 5.** What other contractors and/or goods or services did you consider before you arrived at your conclusion? List all findings.
- N/A
- 6.** List previous solicitations and/or contracts for these goods or services:
- TKDA had contract PW2018-05 for engineering services on Lexington Parkway. Contract expires December 31, 2021, work is continuing into 2022. Changes in the construction contract have increased time and cost to complete the project.
- 7.** Explain how the contractor's cost is fair and reasonable.
- Utilizing past costs from previous contract, PW2018-05.
- 8.** Are there any conflict of interest that you are aware of related to this proposed acquisition? No
- 9.** Single Source - Obtain documentation from the contractor to supports its claim that they are uniquely qualified for this particular service and any documentation stating the work to be performed, proposal, quote/invoice. Documentation may be attached and forwarded to the Procurement Specialist.
- 10.** Yes, I certify that, to the best of my knowledge, there is no conflict of interest or collusion with the recommended contractor. The above information is true and accurate and that no other material fact or consideration offered or given has influenced this recommendation for a single or sole source purchase.

Name: LUCAS.LORTIE
Date: January 3, 2022

Procurement Specialist Section

1. Is there a State Master contract available to CPV members for this purchase? Yes No

2. If yes, did the Department consider using the State Master contract? Yes No N/A

3. Is this a single source or sole source purchase?

No Provide information about other available sources for the requested good or service (e.g., Master Agreement, names of contractors) and a solicitation recommendation.

Yes State justification for single source or sole source classification:
Unfortunately, the Engineering Services required for the completion of the Lexington Parkway project will take longer than expected. Having a contractor provide additional services based on the experience and knowledge they have gained, along with their unique talents, allows the county to advance important county initiatives while saving the county time and money. I concur with this single source request to complete the project with the existing engineering firm.

Yes I certify that, to the best of my knowledge, there is no conflict of interest or collusion with the recommended contractor. The above information is true and accurate and that no other material fact or consideration offered or given has influenced this recommendation for a single or sole source purchase.

Name: Karen Bollinger
Title: Principal Procurement Specialist
Date: 1/03/2022

Board of Commissioners

Request for Board Action

Item Number: 2021-674

Meeting Date: 1/18/2022

Sponsor: Property Tax, Records & Election Services

Title

Repurchase of a Tax-forfeited Property Located at 1128 Beech Street, Saint Paul, MN 55106

Recommendation

1. Determine that by allowing a timely repurchase of the following property, any injustice or undue hardship caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:
 - Commissioner District 6
 - PIN: 33-29-22-12-0068
 - Property Address: 1128 Beech Street, Saint Paul, MN 55106
 - Repurchase Amount Due to Date: \$25,744.51
2. Approve the repurchase of the above tax-forfeited property by Dustin Nguyen, fee owner at the time of forfeiture ("Repurchaser"), subject to the following conditions that must be met within 90 days of approval of this resolution: Repurchaser will
 - a) provide the required payment-in-full of all back taxes, interest, penalties, recording fees and costs, and maintenance costs (no installment payments allowed); and
 - b) execute a repurchase contract with the following conditions:
 - i. provide an executed assignment and assumption of the repurchase contract by a third-party buyer at arms' length (such buyer to be approved by the department of Property Tax, Records & Election Services); and
 - ii. continue to maintain and keep the property in a secure and safe condition from the date of contract execution until the closing of the sale to and possession by a third party buyer.

Background and Rationale

The subject property is located at 1128 Beech Street and is an occupied multi-family house located in the Dayton's Bluff neighborhood of Saint Paul. The repurchase applicant is Dustin Nguyen, fee owner at the time of forfeiture ("Repurchaser"). The property is a rental property and currently occupied by tenants of the Repurchaser. Property taxes for 2019 and 2020 were unpaid, and the property forfeited to the state on August 3, 2021.

The city of Saint Paul was notified of the pending repurchase application and provided opportunity to provide comments or concerns about the repurchase. The city reviewed the application for police, building, and property maintenance code violations within the past five years and has recommended the Board of Ramsey County Commissioners deny the repurchase application based on its determination that the property is a municipal problem.

Property Tax, Records & Election Services (PTRES) has reviewed the repurchase application, supporting documentation, and comments regarding the city's recommendation, and has determined that while a municipal problem exists, the Repurchaser has experienced personal and financial hardship which eventually led to the forfeiture of the property, and that denial of Repurchaser's application in this case directly conflicts with the County Auditor's responsibility to administer repurchases remedially as mandated in Minnesota

Statutes, section 282.241 and clarified by the Minnesota Supreme Court.

Based on these findings, PTRES recommends approval of the repurchase application, subject to the special conditions, thereby correcting any undue hardship or injustice resulting from the forfeiture due to the loss of the property and promoting the use of the land that will best serve the public interest.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

While the racial equity impact of repurchasing one parcel is unclear, targeted community data and neighborhood racial demographics provide marginal insight. This property is located in a targeted community, as defined by Minnesota Statutes, section 469.201, subd. 10. More than 67% of households in the Dayton’s Bluff neighborhood are non-White, as compared to only 43.3% of non-White households throughout all of Saint Paul, which makes this an area more racially diverse than most of Saint Paul. Investments made in this community can positively impact racial equity.

Community Participation Level and Impact

PTRES informed the city of Saint Paul about the property. The Saint Paul City Council passed resolution recommending the Ramsey County Board deny the repurchase. There is no additional community engagement with this specific board action.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

Revenue from sales of tax-forfeited property is deposited into the Tax Forfeited Land Sale Fund. Net proceeds in the Fund, after paying administration costs and assessments, are distributed 40% to the county, 40% to the Saint Paul School District and 20% to the city of Saint Paul on an annual basis.

County Manager Comments

No additional comments.

Last Previous Action

None.

Attachments

1. City of Saint Paul Resolution No. RLH OA 21-12, Dated October 6, 2021
2. Map of property located at 1128 Beech Street



City of Saint Paul

City Hall and Court
House
15 West Kellogg
Boulevard
Phone: 651-266-8560

Signature Copy

Resolution LH Other Appeal Type: RLH OA 21-12

File Number: RLH OA 21-12

Making recommendation to Ramsey County on the application of Dustin Nguyen for repurchase of tax forfeited property at 1128 BEECH STREET.

WHEREAS, the Board of Ramsey County Commissioners has referred a repurchase application for property at 1128 Beech Street to the City of Saint Paul for a recommendation;

WHEREAS, the City of Saint Paul has reviewed police, building, and property maintenance code violations within the past five years; and

WHEREAS, the City of Saint Paul has determined that the property at 1128 Beech Street is a municipal problem; therefore, be it


RESOLVED the City of Saint Paul recommends that the Board of Ramsey County Commissioners deny the repurchase application for the property at 1128 Beech Street and; further

RESOLVED, that the City Clerk is requested to forward a certified copy of this Council resolution to the Ramsey County Tax Forfeited Land Office, 90 Plato Boulevard West for final processing.

At a meeting of the City Council on 10/6/2021, this Resolution LH Other Appeal Type was Passed.

Yea: 7 Councilmember Brendmoen, Councilmember Thao, Councilmember Tolbert, Councilmember Noecker, Councilmember Prince, Councilmember Jalali, and Councilmember Yang

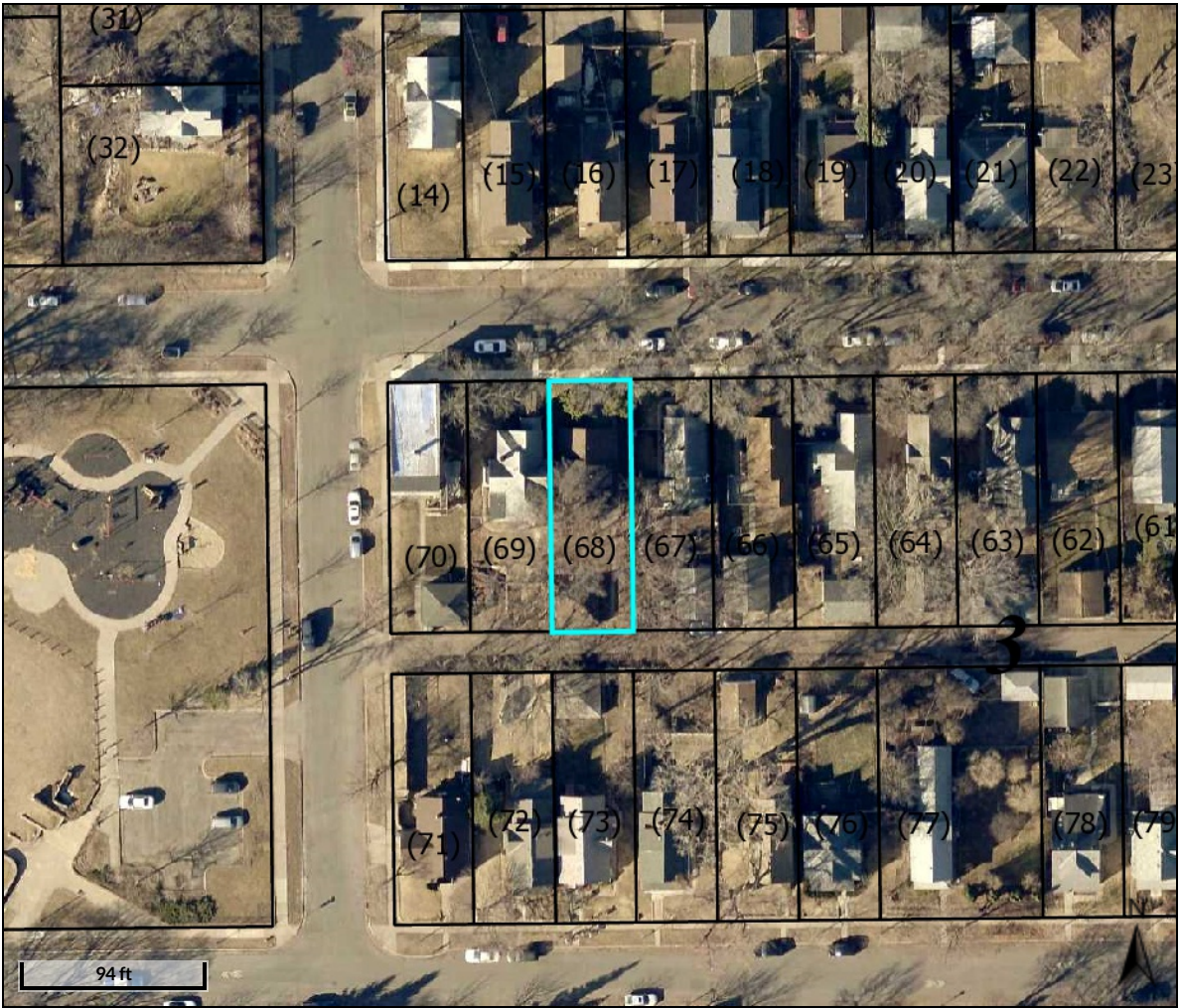
Nay: 0

Vote Attested by 
Council Secretary Trudy Moloney

Date 10/6/2021

Approved by the Mayor 
Melvin Carter III

Date 10/8/2021



Overview



Legend

- Tax Parcel
- Ramsey County
- Waterbody
- Parcel Info

Parcel ID<	332922120068	Alternate ID	n/a	Owner Address	RAMSEY CO TAX FORF LAND
Sec/Twp/Rng	33/029/022	Tax Classification	5E-Exempt Properties		STATE OF MN TRUST EXEMPT
Property Address	1128 BEECH ST ST PAUL	Parcel Area	0.11		PO BOX 64097 ST PAUL MN 55164-0097
Tax Authority Group (TAG)	ST PAUL 625 C				
Brief Tax Description	Lot 13 Block 3 of A GOTZIANS RE OF SIGEL'S ADD LOT 13 BLK 3				
	(Note: Not to be used on legal documents)				

Date created: 10/25/2021
 Last Data Uploaded: 10/25/2021 4:24:08 AM

Developed by Schneider
 GEOSPATIAL

Board of Commissioners

Request for Board Action

Item Number: 2021-675

Meeting Date: 1/18/2022

Sponsor: Property Tax, Records & Election Services

Title

Repurchase of a Tax-forfeited Property Located at 1277 Rice Street, Saint Paul, MN 55117

Recommendation

1. Determine that by allowing a timely repurchase of the following property, any injustice or undue hardship caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:
 - Commissioner District 3
 - PIN: 24-29-23-44-0008
 - Property Address: 1277 Rice Street, Saint Paul, MN 55117
 - Repurchase Amount Due to Date: \$11,098.90
2. Approve the repurchase of the above tax-forfeited property by Dustin Nguyen, fee owner at the time of forfeiture (“Repurchaser”), subject to the following conditions that must be met within 90 days of approval of this resolution: Repurchaser will
 - a) provide the required payment-in-full of all back taxes, interest, penalties, recording fees and costs, and maintenance costs (no installment payments allowed); and
 - b) execute a repurchase contract with the following conditions:
 - i. provide an executed assignment and assumption of the repurchase contract by a third-party buyer at arms’ length (such buyer to be approved by the Department of Property Tax, Records & Election Services); and
 - ii. continue to maintain and keep the property in a secure and safe condition from the date of contract execution until the closing of the sale to and possession by a third party buyer.

Background and Rationale

The subject property is located at 1277 Rice Street and is an occupied single-family house located in the North End-South Como neighborhood of Saint Paul. The repurchase applicant is Dustin Nguyen, fee owner at the time of forfeiture (“Repurchaser”). The property is a rental property and currently occupied by tenants of the Repurchaser. Property taxes for 2018 and 2019 were unpaid and the property forfeited to the state on August 3, 2021.

The city of Saint Paul was notified of the pending repurchase application and provided opportunity to provide comments or concerns about the repurchase. The city reviewed the application for police, building, and property maintenance code violations within the past five years and has recommended the Board of Ramsey County Commissioners deny the repurchase application based on its determination that the property is a municipal problem.

Property Tax, Records & Election Services (PTRES) has reviewed the repurchase application, supporting documentation, and comments regarding the city’s recommendation, and has determined that while a municipal problem exists, the Repurchaser has experienced personal and financial hardship which eventually led to the forfeiture of the property, and that denial of Repurchaser’s application in this case directly conflicts with the County Auditor’s

responsibility to administer repurchases remedially as mandated in Minnesota Statutes, section 282.241 and clarified by the Minnesota Supreme Court.

Based on these findings, PTRES recommends approval of the repurchase application, subject to the special conditions, thereby correcting any undue hardship or injustice resulting from the forfeiture due to the loss of the property and promoting the use of the land that will best serve the public interest.

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

While the racial equity impact of repurchasing one parcel is unclear, targeted community data and neighborhood racial demographics provide marginal insight. This property is located in a targeted community, as defined by Minnesota Statutes, section 469.201, subd. 10. More than 66% of households in the North End-South Como neighborhood are non-White, as compared to only 43.3% of non-White households throughout all of Saint Paul, which makes this an area more racially diverse than most of Saint Paul. Investments made in this community can positively impact racial equity.

Community Participation Level and Impact

PTRES informed the city of Saint Paul about the property. The Saint Paul City Council passed a resolution recommending the Ramsey County Board deny the repurchase. There is no additional community engagement associated with this board action.

 Inform Consult Involve Collaborate Empower**Fiscal Impact**

Revenue from sales of tax-forfeited property located in the city of Saint Paul is deposited into the Tax Forfeited Land Sale Fund. Net proceeds in the Fund, after paying administration costs and assessments, are distributed 40% to the county, 40% to the Saint Paul School District and 20% to the city of Saint Paul on an annual basis.

County Manager Comments

No additional comments.

Last Previous Action

None.

Attachments

1. City of Saint Paul Resolution No. RLH OA 21-10, Dated October 6, 2021
2. Map of property located at 1277 Rice Street



City of Saint Paul

City Hall and Court
House
15 West Kellogg
Boulevard
Phone: 651-266-8560

Signature Copy

Resolution LH Other Appeal Type: RLH OA 21-10

File Number: RLH OA 21-10

Making recommendation to Ramsey County on the application of Dustin Nguyen for repurchase of tax forfeited property at 1277 RICE STREET.

WHEREAS, the Board of Ramsey County Commissioners has referred a repurchase application for property at 1277 Rice Street to the City of Saint Paul for a recommendation;

WHEREAS, the City of Saint Paul has reviewed police, building, and property maintenance code violations within the past five years; and

WHEREAS, the City of Saint Paul has determined that the property at 1277 Rice Street is a municipal problem; therefore, be it

RESOLVED the City of Saint Paul recommends that the Board of Ramsey County Commissioners deny the repurchase application for the property at 1277 Rice Street and; further

RESOLVED, that the City Clerk is requested to forward a certified copy of this Council resolution to the Ramsey County Tax Forfeited Land Office, 90 Plato Boulevard West for final processing.

At a meeting of the City Council on 10/6/2021, this Resolution LH Other Appeal Type was Passed.

Yea: 7 Councilmember Brendmoen, Councilmember Thao, Councilmember Tolbert, Councilmember Noecker, Councilmember Prince, Councilmember Jalali, and Councilmember Yang

Nay: 0

Vote Attested by Trudy Moloney
Council Secretary Trudy Moloney

Date 10/6/2021

Approved by the Mayor Melvin Carter III
Melvin Carter III





Date 10/8/2021



Overview



Legend

-  Tax Parcel
-  Ramsey County
-  Waterbody
-  Parcel Info

Date created: 10/25/2021
Last Data Uploaded: 10/25/2021 1:14:58 PM

Developed by  Schneider
GEOSPATIAL

Board of Commissioners

Request for Board Action

Item Number: 2021-676

Meeting Date: 1/18/2022

Sponsor: Property Tax, Records & Election Services

Title

Repurchase of a Tax-forfeited Property Located at 760 Minnehaha Avenue East, Saint Paul, MN 55106

Recommendation

1. Determine that by allowing a timely repurchase of the following property, any injustice or undue hardship caused by the forfeiture will be corrected and the repurchase will promote the use of the lands that will best serve the public interest:
Commissioner District 5
PIN: 32-29-22-11-0021
Property Address: 760 Minnehaha Avenue East, Saint Paul, MN 55106
Repurchase Amount Due to Date: \$10,937.91
2. Approve the repurchase of the above tax-forfeited property by Dustin Nguyen, fee owner at the time of forfeiture ("Repurchaser"), subject to the following conditions that must be met within 90 days of approval of this resolution: Repurchaser will
 - a) provide the required payment-in-full of all back taxes, interest, penalties, recording fees and costs, and maintenance costs (no installment payments allowed); and
 - b) execute a repurchase contract with the following conditions:
 - i. provide an executed assignment and assumption of the repurchase contract by a third-party buyer at arms' length (such buyer to be approved by the Department of Property Tax, Records & Election Services); and
 - ii. continue to maintain and keep the property in a secure and safe condition from the date of contract execution until the closing of the sale to and possession by a third party buyer.

Background and Rationale

The subject property is located at 760 Minnehaha Avenue East and is an occupied single-family house located in the Dayton's Bluff neighborhood of Saint Paul. The repurchase applicant is Dustin Nguyen, fee owner at the time of forfeiture ("Repurchaser"). The property is a rental property and currently occupied by tenants of the Repurchaser. Property taxes for 2018, 2019, and 2020 were unpaid, and the property forfeited to the state on August 3, 2021.

The city of Saint Paul was notified of the pending repurchase application and provided opportunity to provide comments or concerns about the repurchase. The city reviewed the application for police, building, and property maintenance code violations within the past five years and has recommended the Board of Ramsey County Commissioners deny the repurchase application based on its determination the property is a municipal problem.

Property Tax, Records & Election Services (PTRES) has reviewed the repurchase application, supporting documentation, and comments regarding the city's recommendation, and has determined that while a municipal problem exists, the Repurchaser has experienced personal and financial hardship which eventually led to the forfeiture of the property, and that denial of Repurchaser's application in this case directly conflicts with the County Auditor's responsibility to administer repurchases remedially as mandated in Minnesota

Statutes, section 282.241 and clarified by the Minnesota Supreme Court.

Based on these findings, PTRES recommends approval of the repurchase application, subject to the special conditions, thereby correcting any undue hardship or injustice resulting from the forfeiture due to the loss of the property and promoting the use of the land that will best serve the public interest.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

While the racial equity impact of repurchasing one parcel is unclear, targeted community data and neighborhood racial demographics provide marginal insight. This property is located in a targeted community, as defined by Minnesota Statutes, section 469.201, subd. 10. More than 67% of households in the Dayton’s Bluff neighborhood are non-White, as compared to only 43.3% of non-White households throughout all of Saint Paul, which makes this an area more racially diverse than most of Saint Paul. Investments made in this community can positively impact racial equity.

Community Participation Level and Impact

PTRES informed the city of Saint Paul about the property. The Saint Paul City Council passed a resolution recommending the Ramsey County Board deny the repurchase. There is no additional community engagement associated with this board action.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

Revenue from sales of tax-forfeited property located in the city of Saint Paul is deposited into the Tax Forfeited Land Sale Fund. Net proceeds in the Fund, after paying administration costs and assessments, are distributed 40% to the county, 40% to the Saint Paul School District and 20% to the city of Saint Paul on an annual basis.

County Manager Comments

No additional comments.

Last Previous Action

None.

Attachments

1. City of Saint Paul Resolution No. RLH OA 21-11, Dated October 6, 2021
2. Map of property located at 760 Minnehaha Avenue East



City of Saint Paul

City Hall and Court
House
15 West Kellogg
Boulevard
Phone: 651-266-8560

Signature Copy

Resolution LH Other Appeal Type: RLH OA 21-11

File Number: RLH OA 21-11

Making recommendation to Ramsey County on the application of Dustin Nguyen for repurchase of tax forfeited property at 760 MINNEHAHA AVENUE EAST.

WHEREAS, the Board of Ramsey County Commissioners has referred a repurchase application for property at 760 Minnehaha Avenue East to the City of Saint Paul for a recommendation;

WHEREAS, the City of Saint Paul has reviewed police, building, and property maintenance code violations within the past five years; and

WHEREAS, the City of Saint Paul has determined that the property at 760 Minnehaha Avenue East is a municipal problem; therefore, be it

RESOLVED the City of Saint Paul recommends that the Board of Ramsey County Commissioners deny the repurchase application for the property at 760 Minnehaha Avenue East and; further

RESOLVED, that the City Clerk is requested to forward a certified copy of this Council resolution to the Ramsey County Tax Forfeited Land Office, 90 Plato Boulevard West for final processing.

At a meeting of the City Council on 10/6/2021, this Resolution LH Other Appeal Type was Passed.

Yea: 7 Councilmember Brendmoen, Councilmember Thao, Councilmember Tolbert, Councilmember Noecker, Councilmember Prince, Councilmember Jalali, and Councilmember Yang

Nay: 0

Vote Attested by Trudy Moloney
Council Secretary Trudy Moloney

Date 10/6/2021

Approved by the Mayor Melvin Carter III
Melvin Carter III

Date 10/8/2021



Overview



Legend

- Tax Parcel
- Ramsey County
- Waterbody
- Parcel Info

Parcel ID<	322922110021	Alternate ID	n/a	Owner	RAMSEY CO TAX FORF
Sec/Twp/Rng	32/029/022	Tax	5E-Exempt	Address	LAND
Property	760 MINNEHAHA AVE	Classification	Properties		STATE OF MN TRUST
Address	E ST PAUL	Parcel Area	0.15		EXEMPT
					PO BOX 64097
					ST PAUL MN 55164-0097

Tax Authority Group (TAG) ST PAUL 625 C
Brief Tax Description Lot 3 Block 1 of OFFICER'S REL 12&21&22 WARRENS LOT 3 BLK 1
(Note: Not to be used on legal documents)

Date created: 10/25/2021
 Last Data Uploaded: 10/25/2021 4:24:08 AM



Board of Commissioners

Request for Board Action

Item Number: 2021-767

Meeting Date: 1/18/2022

Sponsor: Property Tax, Records & Election Services

Title

Sale of a Tax-forfeited Property, Classified as Conservation Land, for Less Than Market Value to the County of Ramsey Public Works, Minnesota, a Government Agency

Recommendation

Approve the sale of the tax-forfeited property, located in White Bear Lake on County Road F East (25-30-22-22-0002), to Ramsey County Public Works for \$180, with a restrictive covenant for 30 years for storm water drainage of storm water under a storm water management plan.

Background and Rationale

The subject property is a 0.54 acre, landlocked and unbuildable, parcel of land that is heavily wooded and subject to seasonal flooding. It originally forfeited to the state of Minnesota on August 1, 2014 for non-payment of property taxes. The property has been classified as conservation land pursuant to Minnesota Statutes, section 282.01, subd. 1(a). The Ramsey County Assessor's Office has determined the property has a market value of \$100.

Ramsey County's Public Works department is interested in acquiring the property to provide storm water management for runoff from County Road F East (CSAH 12). The use is in accordance with approved storm water management plans.

Minnesota Statutes, section 282.01, subd. 1a(h) allows for the Ramsey County Board to sell tax-forfeited land classified as conservation land, at less than market value, to a governmental subdivision of the state for the purpose of improving those lands by creating or preserving wetlands, managing storm water, or preserving, or restoring and preserving land in its natural state. Conveyances of this type must contain a restrictive covenant on the deed limiting the use of the land to the stated purpose for 30 years or the property is reconveyed to the state.

The department of Property Tax, Records and Election Services has reviewed the request and recommends the sale at less than market value to Ramsey County's Public Works department be approved.

County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

Racial Equity Impact

While the racial equity impact of repurchasing one parcel is unclear, community data and neighborhood racial demographics provide marginal insight. This property is in the city of White Bear Lake, which is less racially diverse than Ramsey County as a whole. The property is not located in a Targeted Community, as defined by Minnesota Statutes, section 469.201, subd. 10.

Community Participation Level and Impact

There is no community engagement for this board request.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Revenue from sales of tax-forfeited property is deposited into the Tax Forfeited Land Sale Fund. Net proceeds in the Fund, after paying administration costs and assessments, are distributed 40% to the county, 40% to School District #624 and 20% to the city of White Bear Lake.

County Manager Comments

No additional comments.

Last Previous Action

On August 6, 2013, the Ramsey County Board adopted a policy establishing the terms and conditions to sell tax-forfeited property classified as conservation land, for less than market value, to a governmental subdivision of the state for a conservation purpose as provided in statute (Resolution B2013-213).

Attachments

1. Ramsey County Public Works Letter of Intent
2. Map of property

November 18, 2021

Re: PIN 25.30.22.22.0002

Ramsey County Public Works intends to purchase PIN 25.30.22.22.0002 located on County Road F East, which is identified as tax forfeited. This parcel is currently utilized as a stormwater pond and drainage asset and serves County Road F (CSAH 12). If this purchase is approved, it is understood that a restrictive covenant will be placed on the deed conveying the property and limiting the use of the property to maintaining the current stormwater retention utilization purposes for 30 years. The value of the parcel is \$100.00 per valuation dated October 7, 2021. The total cost to purchase after \$1.00 reduction plus other required costs is \$179.67.



Ted Schoenecker
Director/County Engineer
Ramsey County Public Works
651-266-7116
1425 Paul Kirkwold Drive, Arden Hills, MN 55112

Ramsey County Property Records and Revenue
Taxpayer Services, Tax Forfeited Land
PO Box 64097
St. Paul, MN 55164-0097

Government Agency:	Ramsey County Public Works
DATE:	10/7/2021
PIN:	25.30.22.22.0002 County Road F E
LOCATION:	(East of 4070 Lakehill Circle)
RECORDING TYPE:	Abstract
MARKET VALUE	\$100.00

CONSERVATION USE:	Stormwater management
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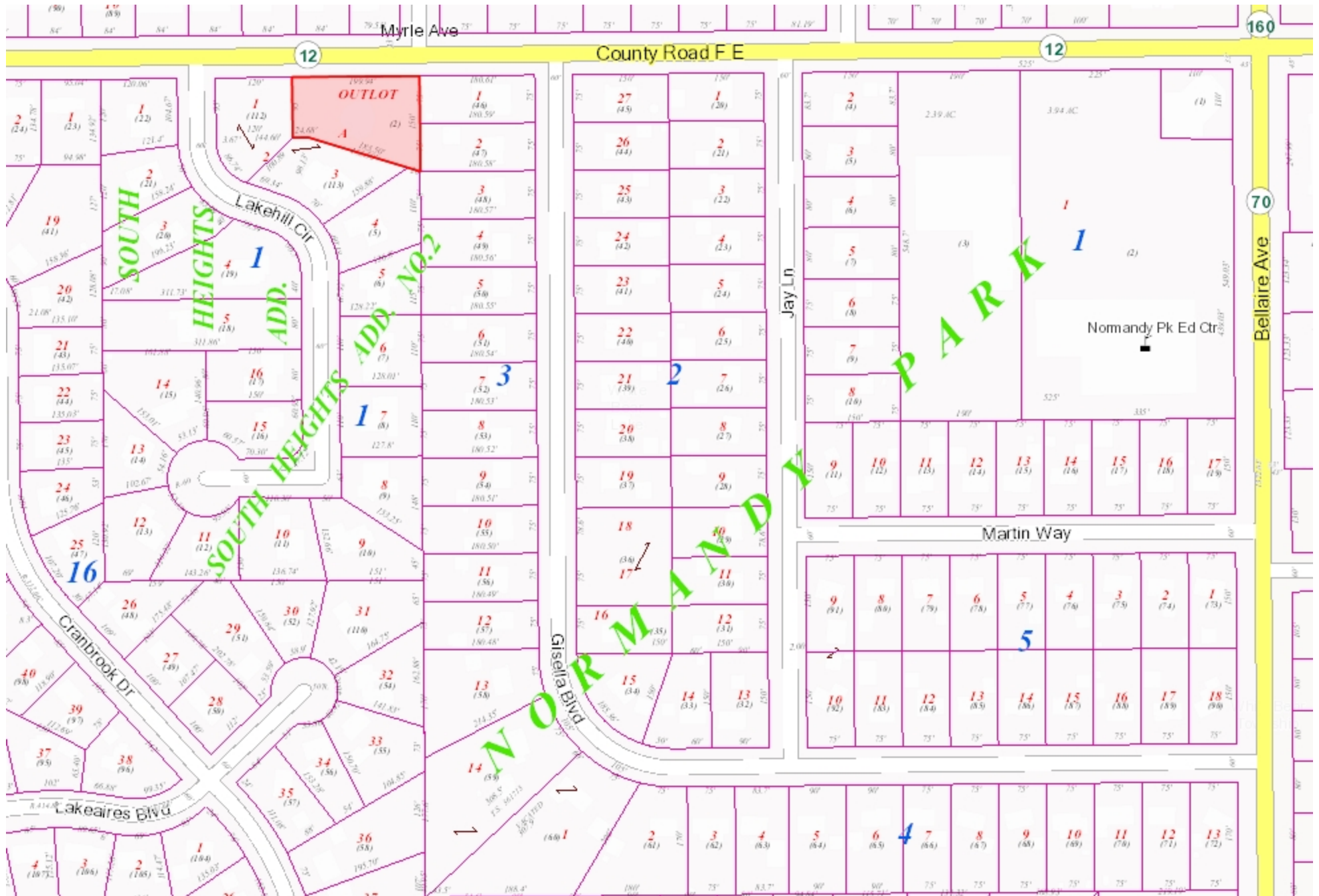
<hr/>	
PRICE DISCOUNT: \$1.00 Per Admin Code	\$99.00
3% Assurance Fee	\$2.97
RECORDING FEE:	\$46.00
STATE DEED FEE:	\$25.00
AG/CON STAMP:	\$5.00
DEED TAX STAMP:	\$1.70
PRIOR YEAR MAINTENANCE COST:	\$0.00
CURRENT YEAR MAINTENANCE COST:	\$0.00
TOTAL COST	\$179.67

You will need to provide the following items:

- 1) Certified copy of your City Council Resolution
- 2) A check made payable to **RAMSEY COUNTY** in the amount of **\$ 179.67**

The option to acquire a property at a price less than market value for a conservation purpose, such as managing drainage or storage of storm water under a management plan, requires a restrictive covenant be placed on the deed for 30 years. If the land is reconveyed to the state, the restrictive covenant would cease. If the city opted to purchase the reconveyed land at a later date, the county board may take into account the original amount paid when setting the new purchase price.

If you have any questions please contact our office at (651) 266-2080.



Board of Commissioners

Request for Board Action

Item Number: 2022-026

Meeting Date: 1/18/2022

Sponsor: Economic Growth and Community Investment

Title

General Fund Balance Loan for the Homeless Shelter Project

Recommendation

Approve a loan of up to \$5,200,000 from the county's General Fund balance to meet current cash flow needs of the Homeless Shelter Project.

Background and Rationale

With the on-set of the COVID-19 pandemic in early 2020 and the passage of the related Coronavirus Aid Relief and Economic Security (CARES) Act, Ramsey County took extensive action to address the changing needs of the homeless population. In the past, the homeless population was generally served by placing people in congregate shelters where many beds would be in the same room. There were also many encampments that occurred in public areas.

Because of the pandemic there was an urgent need to change how individuals experiencing homelessness were served and to end large encampments and congregate settings where people were living very close to each other. The county used CARES funds to open several homeless shelters with individual rooms for single people, couples, and family units to adhere to the Center for Disease Control (CDC) guidelines on social distancing. This included hotels such as Como Park and Capital Ridge and other facilities such as Luther Seminary, Mary Hall, and the use of the former Bethesda Hospital as a shelter and respite facility. This was a focused investment by Ramsey County for a time limited program to better protecting public health.

These efforts were funded through CARES Act, American Recovery Plan Act (ARPA), Emergency Solutions Grant - Covid (ESG-CV), Community Development Block Grant - Covid (CDBG-CV), other federal funds, state funding from the Minnesota Department of Human Services (DHS) and expected Federal Emergency Management Agency (FEMA) reimbursement. Ramsey County continues to provide 336 beds a day across 3 locations with 101 employees. These efforts are planned through May 2022 and monthly updates will be provided to the Ramsey County Board.

At this time, all funds have been exhausted and Housing Stability is requesting a loan of up to \$5.2 million to continue to fund the program. Housing Stability anticipates receiving approximately \$5 million from FEMA, which can take 6-12 months to receive, plus additional reimbursements from ESG-CV as eligible expenses are incurred. Since Ramsey County is unable to pay vendors at this time, Housing Stability is requesting a loan against these expected future revenue sources.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Large racial disparities exist in the homeless service system. For example, in 2019, 45% of residents in the adult shelter system identified as Black/African American compared to 13% of the total population of the

county and 47% of residents in the hotel programs in 2020. By strategically investing in the homeless service system and pathways to permanent housing Ramsey County aims to reduce racial disparities in housing. The Homelessness Planning and Operations Teams track the number of residents by race/ethnicity weekly to make sure referral and exit processes do not contribute to ongoing racial disparities. This emphasizes the importance of the ongoing efforts to engage with community and learn more about how to ensure an equitable response that confronts these longstanding racial disparities in access and outcomes in Ramsey County.

Community Participation Level and Impact

No community involvement was done as part of this request.

Inform Consult Involve Collaborate Empower

Fiscal Impact

A loan of up to \$5.2 million is requested to allow Housing Stability to continue providing services through May 2022 as previously planned. This loan, set to be reimbursed by federal funds, will ensure that the county is able to pay vendors on time. The primary source of reimbursement revenue is projected to be from FEMA (\$5 million) and ESG-CV (\$2.6 million).

As with any reimbursement request, there is limited risk with the FEMA and ESG-CV revenue, although all expenses included within the loan are identified as reimbursable via these federal sources. Housing Stability expects to receive the first installment in the next six months, with additional reimbursement to follow on a rolling basis. The ESG-CV funds are expected much sooner, in March or April 2022. Finance and Economic Growth and Community Investment staff will continue to review, monitor and look for additional revenue opportunities and inform the Ramsey County Board of any changes and as the above reimbursements are secured.

County Manager Comments

No additional comments.

Last Previous Action

On November 16, 2021 the Ramsey County Board approved up to \$5.12 million of American Rescue Plan Act funds to the Homelessness project (B2021-252)

On January 12, 2021 the Ramsey County Board authorized the County Manager to move up to \$20 million of year end funds to the Homeless project account at the close of 2020 (B2021-015)

Attachments

None.

Item Number: 2022-003

Meeting Date: 1/18/2022

Sponsor: Finance

Title

Authorization for 2022 Bond Sale

Recommendation

1. Authorize a general obligation bond sale of up to \$19,000,000.
2. Set February 15, 2022 as the bond sale award date for proposals received on February 14, 2022.

Background and Rationale

The 2022 Capital Improvement Program (CIP) bond ordinance, effective January 14, 2021, allows for the issuance of up to \$39 million of capital improvement bonds. This ordinance was approved by the Ramsey County Board on November 23, 2021.

At this time, Finance is recommending that the county issue \$19 million in bonds, including \$13 million for major projects and \$6 million for regular projects. Staff plan to return later in 2022 for additional bonding related to the \$20 million included in the CIP budget for strategic priorities. Therefore, the county proposes to issue up to \$19 million of general obligation bonds to finance \$13 million in major capital projects over 20 years and \$6 million in regular capital projects over 10 years. A list of the approved 2022 CIP projects financed by this bonding is attached to this request.

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 up to \$19 million. Bid proposals for the bonds will be received February 14, 2022. The proposed award date of these bonds to be considered by the Ramsey County Board is February 15, 2022, where the proposed bids will be presented during the board meeting. The Ramsey County Board will be requested to award the sale of the bonds in alignment with the county's vision, mission and goals.

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 process required by the Ramsey County Home Rule Charter to issue bonds. Ramsey County issues bonds to finance numerous capital improvement projects, each of which provides programs and services to the community. The racial equity impact is 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). CIPAC is an advisory committee composed of up to 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. In addition, the Ramsey County Board held a public hearing on November 16, 2021 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 Capital Improvement Program budget and financing plan. The debt service required is included in the 2022 budget.

County Manager Comments

No additional comments.

Last Previous Action

On December 21, 2021, the Ramsey County Board approved the 2022-27 Capital Improvement Program Plan, the 2022-23 Capital Improvement Budget and the 2022 Capital Improvement Financing (Resolution B2021-295).

On November 23, 2021, the Ramsey County Board approved the 2022 Capital Improvement Program Bond Ordinance (Resolution B2021-261).

On November 16, 2021, the Ramsey County Board waived the second reading of the 2022 Capital Improvement Program Bond Ordinance (Resolution B2021-247) and held a public hearing.

On October 26, 2021, the Ramsey County Board waived the first reading of the proposed 2022 Capital Improvement Program Bond Ordinance (Resolution B20201-236) and set the date of the public hearing for November 16, 2021 (Resolution B2021-237).

Attachments

1. Bond sale recommendations from Financial Advisor, Baker Tilly Municipal Advisors, LLC
2. Proposed schedule of events- 2022 Capital Improvement Program bond sale
3. Approved 2022-2023 Capital Improvement Projects

RESOLUTION PROVIDING FOR THE COMPETITIVE
NEGOTIATED SALE OF \$19,000,000 GENERAL OBLIGATION
CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2022A

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

1. Finding; Amount and Purpose. It is hereby found, determined and declared that Ramsey County, Minnesota (the “County”), should issue its \$19,000,000 General Obligation Capital Improvement Plan Bonds, Series 2022A (the “Bonds”), to finance (1) various capital improvement projects in accordance with the County’s 2022 capital improvement budget, as approved and amended 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 2022 capital improvement budget, as approved and amended.

2. Meeting. This Board of Commissioners shall meet on the date and at the time and place specified in the form of Terms of Proposal attached hereto as **Exhibit A** for the purpose of awarding the sale of the Bonds.

3. Competitive Negotiated Sale. The County has retained Baker Tilly Municipal Advisors, LLC as an independent municipal advisor, and the Board of Commissioners hereby determines to sell the Bonds by private negotiation, by way of a competitive sale in response to Terms of Proposal for the Bonds which are not published in any newspaper or journal.

4. Terms of Proposal. The terms and conditions of the Bonds and the sale thereof are fully set forth in the “Terms of Proposal” attached hereto as **Exhibit A** and hereby made a part hereof.

5. Official Statement. The County Manager and other officers or employees of the County are hereby authorized to participate with Baker Tilly Municipal Advisors, LLC in the preparation of an official statement for the Bonds.

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

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
RAMSEY COUNTY

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 complete transcript of the minutes of a meeting of the Board of Commissioners, duly called and held on the date therein indicated, insofar as such minutes relate to setting the sale of the \$19,000,000 General Obligation Capital Improvement Plan Bonds, Series 2022A.

WITNESS my hand this ____ day of _____, 2022.

Clerk

EXHIBIT A

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

\$19,000,000*

RAMSEY COUNTY, MINNESOTA

GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2022A

(BOOK ENTRY ONLY)

Proposals for the above-referenced obligations (the “Bonds”) will be received by Ramsey County, Minnesota (the “County”) on Monday, February 14, 2022 (the “Sale Date”) until 1:00 P.M., Central Time (the “Sale Time”) at the offices of Baker Tilly Municipal Advisors, LLC (“Baker Tilly MA”), 225 South 6th Street, Suite 2300, Minneapolis, Minnesota, 55402, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the County Board at its meeting commencing at 9:00 A.M., Central Time, of the following day, Tuesday, February 15, 2022.

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 bondservice@bakertilly.com or by fax (651) 223-3046, 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

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, 2023. 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:

2023	\$1,130,000	2027	\$1,180,000	2031	\$1,265,000	2035	\$670,000	2039	\$725,000
2024	\$1,110,000	2028	\$1,205,000	2032	\$1,280,000	2036	\$685,000	2040	\$740,000
2025	\$1,135,000	2029	\$1,230,000	2033	\$ 645,000	2037	\$695,000	2041	\$755,000
2026	\$1,155,000	2030	\$1,250,000	2034	\$ 660,000	2038	\$710,000	2042	\$775,000

* *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 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, 2031, and on any day thereafter, to redeem Bonds due on or after February 1, 2032. 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.

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 various capital improvement projects 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 \$19,000,000 (par) plus accrued interest, if any, on the total principal amount of the Bonds. No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the County scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. 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 herein. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the proposal form.

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. 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 \$190,000 (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 March 16, 2022, 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 bondservice@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 January 18, 2022

BY ORDER OF THE BOARD OF COMMISSIONERS

/s/ Ryan T. O'Connor
County Manager

ESTIMATED SCHEDULE OF EVENTS
2022A CIP BOND SALE

Date

October 26	First Reading of Ordinance Set Date for Public Hearing (No sooner than 10 days after first reading)
November 16	Second Reading of Ordinance Hold Public Hearing
November 23	Action on Ordinance
November 30	Publication of Ordinance Forty-five (45) day Referendum Petition waiting period starts
January 14	Ordinance becomes effective Referendum period closes 45 days after Ordinance Publication
January 18	Resolution authorizing bond sale
January 25	Post final Official Statement on internet Final Preliminary Official Statement delivered to rating agencies
Jan. 31- Feb. 4	Rating conferences conducted
February	Rating determination by Moody's and Standard & Poor's
February 14	Take bids on bonds
February 15	Board considers awarding the sale of bonds
March 16	Bond Proceeds Received

Bold dates are Board Actions

2022 - 2023 Capital Improvement Program Budget

Projects	2022	2023
<u>Care Center</u>		
Card Access and Camera System Design & Replacement	\$52,000	\$50,000
Exterior Tuck Pointing & Brick Repair	95,250	-
Plumbing System Update	290,000	-
Heating, Ventilation, & Air Conditioning (HVAC)	162,800	1,464,367
Building Automation System Upgrade	-	178,000
Roof Replacement	-	73,444
<u>Central Fleet</u>		
Hoist Replacement	200,000	-
Heavy Duty Mobile Column Lifts	-	200,000
<u>Community & Economic Development</u>		
Strategic Development Opportunities	20,000,000	20,000,000
<u>Emergency Communications</u>		
Dispatch Center Renovation	980,000	-
Arden Hills UPS Replacement	125,000	-
Arden Hills Generator	-	225,000
<u>Lake Owasso Residence</u>		
Fire Alarm System & Device Replacement	80,000	-
Resident Houses Bathroom Repairs	108,760	-
Heating, Venting & Air Conditioning (HVAC) Replacement	188,851	-
Roof and Gutters Systems Replacement	-	428,577
<u>Parks & Recreation</u>		
Natural Resource Habitat Restoration	-	200,000
Bituminous Projects	621,071	219,989
Capital Asset Management-Arenas	425,000	425,000
Playground Replacements	-	700,000
Americans with Disabilities Act (ADA) Facilities Implementation	-	300,000
Regional Park & Trail Development	3,017,300	1,599,300
Goodrich & Manitou Ridge Golf Course Improvements	4,054,235	2,682,311
<u>Property Management</u>		
Landmark Center-Fire System Update	239,400	-
Building Security System Panel Controls Update	364,000	266,000
Landmark Center-Basement & 5th Floor Restroom Renovation	-	665,000
Landmark Center-Vertical Heat Pipe System Engineering	-	100,000
Building Automation Systems	3,484,721	700,000
Building Exterior Envelope Restoration	-	350,000
City Hall/Courthouse Roof & Rooftop Ductork	-	2,150,300
Metro Square Exterior Envelope Assessment & Repair	3,559,552	-
90 West Plato Building Exterior Envelope Restoration	232,510	3,996,481
<u>Projects (continued)</u>		
<u>Public Works</u>		
Pavement Preservation	5,105,000	6,100,000
County State Aid Highway Road Construction	29,485,000	34,440,000
Traffic Signal Upgrades	2,600,000	2,215,000
Drainage Systems & Structures	720,000	600,000
Comprehensive Bridge Maintenance	100,000	400,000
Pedestrian and Bike Facilities	1,685,000	1,840,000
Americans with Disabilities Act (ADA) Compliance	700,000	700,000
Roadway Appurtenances	100,000	400,000
New Equipment	80,000	80,000
Wheelage Tax Transfer to Operations	1,523,210	1,593,143
Multi-Modal Planning Projects	177,030,000	162,430,000
<u>Sheriff</u>		
Water Patrol Station Security	478,900	-
Water Patrol Search, Rescue, & Recover Equipment	87,856	-
Patrol Station Security	686,711	211,789
Safety & Security Enhancements-Adult Detention Center	1,411,800	1,545,921
<u>Other</u>		
Bond Issuance Costs	176,583	192,821
<u>Building Improvements - Property Management</u>		
Courthouse/City Hall	247,246	247,246
General Building Fund	2,360,817	2,360,817
Libraries	380,838	380,838
Public Works/Patrol Station	495,721	495,721
<u>Building Improvements/Repairs (funded by non-County sources)</u>		
Parks & Recreation	172,210	150,750
Total 2022 - 2023 CIP Budget (non-levy funded)	263,907,342	253,357,815

2022 - 2023 Capital Improvement Program Budget

Building Improvements/Repairs (levy funded)

Extension Barn	33,320	33,320
Landmark Center	199,800	199,800
Parks & Recreation	866,880	866,880
Total 2022 - 2023 CIP Budget (levy funded)	<u>1,100,000</u>	<u>1,100,000</u>

Total 2022 - 2023 Capital Improvement Program Budget	<u>\$265,007,342</u>	<u>\$254,457,815</u>
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2022 Capital Improvement Program Financing

Sources	2022
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Bonds

10 Year Bonds (Regular Projects & Issuance Costs)	\$6,000,000
20 Year Bonds (Major Projects & Issuance Costs)	33,000,000
Total Bond Financing	<u>39,000,000</u>

Other Funding Sources

Federal Funds	81,990,000
State Funds	9,515,210
Municipal/Other Funds (including Wheelage Tax)	128,812,510
Other County Funds:	
Emergency Communications Fund Balance	1,105,000
Courthouse/City Hall rent and Fund Balance	247,246
General Building Fund rent and Fund Balance	2,360,817
Libraries rent and Fund Balance	380,838
Public Works/Patrol Station rent and Fund Balance	495,721
Total Other Funding Sources	<u>224,907,342</u>

Total Bond Financing and Other Funding Sources	<u>263,907,342</u>
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<u>Capital Improvement Levy for Buildings Improvements/Repairs</u>	1,100,000
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Total 2022 Capital Improvement Program Financing	<u>\$265,007,342</u>
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Item Number: 2022-006

Meeting Date: 1/18/2022

Sponsor: Parks & Recreation

Title

Revised Parks & Recreation Ordinance - Waive the First Reading

Recommendation

Waive the first reading of the revised Parks & Recreation Ordinance.

Background and Rationale

The Ramsey County Parks & Recreation Ordinance (Park Ordinance) was adopted in 1992 and last amended in 2007. The purpose is to promote the safety, health, enjoyment, and welfare of everyone in their use of parks, and to protect park property and resources. The Park Ordinance requires routine updating to stay current and align with community needs. The ordinance revision process aims to:

- Respond to long-standing community feedback about park access.
- View the ordinance through a racial equity lens.
- Modernize the ordinance and address contemporary park issues.
- Make changes that result in an ordinance that is equitable, consistent and streamlined; promotes greater enjoyment of the parks; ensures user safety; and protects park facilities, property and natural resources.

The ordinance procedures in the Ramsey County Home Rule Charter require that a date for a public hearing will be set at the time of the first reading and the date shall be no sooner than 10 days after the first reading. In accordance with these requirements, the proposed revised Ramsey County Parks & Recreation Ordinance was provided to each commissioner on January 10, 2022 prior to its introduction on January 18, 2022.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

A Phase 1 racial equity review process was completed early in the ordinance engagement with community partners, including the Ramsey County Equity Action Circle that identified specific priorities that would advance equity. Some of these priorities included writing the ordinance in plain language, expanding access to the parks, decriminalizing ordinance violations, allowing foraging, and restricting tobacco use. Parks continued to work with community partners to address these priorities in the proposed ordinance to advance racial equity.

Community Participation Level and Impact

Phase 2 community engagement focused on feedback from residents on the entire ordinance with special attention placed on three topics that needed detailed public input per guidance from Phase 1: Park access, smoking and tobacco use, and fines and penalties for violations.

Community engagement took place during the summer of 2021 and included the same content offered via community conversations and within an online survey. The community conversations had 45 participants and the online survey had 1,495 participants. Detailed results of the engagement can be found at

<https://www.ramseycounty.us/residents/parks-recreation/21st-century-parks-initiative/park-ordinance-project>

Inform Consult Involve Collaborate Empower

Fiscal Impact

Payments of penalties for administrative citations will accrue to the county, but during recent years just over 40 citations were issued annually despite there being roughly 6 million annual visitors to the park's system. It is expected that few citations will continue to be issued resulting in a minimal fiscal impact. Any future civil penalty revenue will be deposited into the Ramsey County general fund, violations account.

County Manager Comments

No additional comments.

Last Previous Action

On November 2, 2021, a board workshop on Ramsey County Park Ordinance Revision was held with the Ramsey County Board.

On March 13, 2007, the Ramsey County Board approved amendments to the Ordinance for the Control and Management of Park, Creation and Open Space Areas and Facilities Under the Jurisdiction of the Ramsey County Board of Commissioners and amendments were effective on April 27, 2007 (B2007-122).

Attachments

1. Park Ordinance Engagement Results Analysis
2. Ramsey County Park & Recreation Proposed Ordinance
3. Proposed Schedule of Events

Park Ordinance Engagement Results Analysis

The Ramsey County park ordinance was adopted in 1992 and last amended in 2007. The purpose is to promote the safety, health, enjoyment and welfare of everyone in their use of parks, and to protect park property and resources. The Park Ordinance requires routine updating to stay current and align with community needs. The ordinance revision process aims to:

- Respond to long-standing community feedback about park access.
- View the ordinance through a racial equity lens.
- Modernize the ordinance and address contemporary park issues.
- Make changes that result in an ordinance that is equitable, consistent and streamlined; promotes greater enjoyment of the parks; ensures user safety; and protects park facilities, property and natural resources for everyone to enjoy.

Community engagement objectives:

- Use a phased approach with early review and guidance from regulatory and legal entities, as well as key municipal partners and county committees.
- Share information about the current ordinance, and discuss possible updates based on internal and racial equity reviews.
- Understand racial equity impacts of the current ordinance and ensure that final revisions reduce negative impacts.
- Gather community feedback on changes residents would like to see in the ordinance.

The goal of engagement was to consult with the public to obtain feedback on analysis, alternatives and/or decisions. Project organizers committed to keep the public informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision.

The overall process of the ordinance revision was as follows:

- Phase 1: Internal Review, Racial Equity Review.
- Phase 2: Community engagement.

Process

Phase 1: Review and assessment

The purpose of Phase 1 was to evaluate the current ordinance to identify ways that the ordinance could advance equity, reduce recreational conflict, protect park property adequately, reflect modern advances and understanding, and promote positive park usage. The ordinance was also examined for potential negative racial equity impacts through an Internal Review and a Racial Equity Review. Results from this phase were then used to determine the topics for Phase 2 community engagement.

The following Ramsey County groups were included in the Internal Review process from winter 2020 through fall 2021:

- Parks & Recreation.
- Sheriff's Office.
- County Attorney's Office.
- Policy & Planning.

- Diversity, Inclusion & Organizational Development.
- Enterprise Risk Management.

The Racial Equity Review process began in April 2021. Parks & Recreation staff conducted virtual sessions with the following groups to examine the ordinance and uncover ways that the current ordinance could have a negative racial equity impact:

- Ramsey County Equity Action Circle.
- Public Health Law Center.
- Public Defenders working in Ramsey County.
- Ramsey County Parks Commission.
- Ramsey County Parks & Recreation Racial Equity Leadership Team.

Several key issues and priorities emerged from these Phase 1 engagements:

- The ordinance should be written in plain language to support accessibility, comprehension and compliance.
- Current park hours are too restrictive and should be expanded to provide greater access.
- Currently, every ordinance infraction can be cited as a misdemeanor, which is a criminal penalty carrying a maximum of a \$1,000 fine and 90 days in jail. This can disproportionately impact communities of color and people in poverty, and efforts should be made to decriminalize ordinance violations.
- Foraging for fruits, nuts and mushrooms is important to some communities and cultures and should be balanced with protecting natural resources.
- Smoking and tobacco use is detrimental to health and limiting its use in the parks should be considered, without restricting tobacco use for cultural and ceremonial purposes.
- The loitering section of the ordinance could be enforced in discriminatory ways and should be removed.
- Elements of the ordinance that are redundant with state statute could be removed.

Results from this phase of engagement were the foundation upon which the topics for Phase 2 were designed.

Phase 2: Community engagement

Phase 2 focused on feedback from residents on the entire ordinance, with special attention placed on three topics that needed detailed public input per guidance from Phase 1: Park access, smoking and tobacco use, and fines and penalties for violations.

Community engagement took place during the summer of 2021 and included the same content offered in two formats:

- Virtual community conversations:
 - August 11, noon, 40 participants.
 - August 17, 7 p.m., 5 participants.
- Online survey:
 - Open July 17-August 20.
 - 1,495 participants offered 8,673 comments.

More than 125 participants identified as Black, Indigenous and People of Color (BIPOC). As part of the racial equity review, project organizers compared these responses to those from people who identified as white or did not identify their race or ethnicity. Feedback from BIPOC participants aligned with the feedback received from participants who identified as white in the areas of fines and penalties, park access, and smoking and tobacco use.

Survey and community conversations were communicated through the county website, multiple newsletters, signage throughout park system, organic and paid social media ads to Ramsey County residents, partnership with cities, Spokesman Recorder, and outreach to stakeholder groups.

Results

Park Access

Information provided to participants

Background: Parks staff have heard concerns from the public about limited park hours.

Issues and information:

- Park hours are currently a half hour before sunrise and a half hour after sunset. However, due to the size and accessibility of park entrances, no park is physically closed to prevent entry.
- In contrast to Ramsey County parks, most local park agencies have hours from 5 or 6 a.m. until 10 or 11 p.m.
- Most city sidewalks and boulevards have no scheduled hours of use.
- With limited winter daylight hours, the current park hours restrict early morning and evening uses such jogging, ice fishing, cross country skiing or bike commuting on regional trails.
- Most Ramsey County parks do not currently have lighting.
- Regardless of current or future park hours:
 - Various city curfew ordinances for people under 18 remain in effect and apply to parks.
 - Ramsey County park noise ordinance and city noise ordinances remain in effect and apply to parks.
- No overnight camping is allowed.
- The Ramsey County Sheriff's Office currently patrol parks from noon to 10 p.m. The Sheriff's Office noted that crime can more easily occur in cover of darkness, but more people recreating in a park may deter some criminal activity.

Note: Facility hours, such as bathrooms, would likely remain unchanged due to operational considerations.

Options provided for community discussion based on guidance from Phase 1:

- Option A: Setting year-round park hours from 5 a.m.-11 p.m.
- Option B: Eliminating park hours, making them accessible 24/7.

Analysis

Option A to set park hours from 5 a.m.-11 p.m. appealed to participants of the community engagement process. Participants commented that this option was consistent and easy to understand, and more closely aligned with municipalities within the county. They also expressed appreciation for the

opportunities for more early morning activities such as running and fishing, as well as a wider variety of winter activity and better year-round access to parks.

Crime, safety and late-night noise were of greatest concern for this option, but did not overwhelm the positives. There were several concerns that posted park hours could be used unfairly by law enforcement to target people of color. Suggested solutions to reduce crime included better lighting and increased patrols.

Option B, to eliminate park hours and make them accessible 24/7, received passionate feedback. While there were some advocates for this option, the overwhelming number of responses were not in favor of this option. Crime and safety was the number one concern, along with late-night noise and partying, and concerns about increased homelessness activity. Disturbance to wildlife and increased law enforcement costs perceived as necessary to manage all-night access to parks also weighed as a concern.

Noted advantages for this option included increased access to public lands, flexibility for those with different work schedules or for different activities that can only happen at night, like stargazing. Climate change concerns also found appeal in this option to recreate during cool night hours.

Suggestions to offset potential negative consequences included lights, increased enforcement and cameras. Respondents also offered alternatives such as quiet hours, leaving only trails open for commuting, and permits for specific night use. There were also some proposals to select only one or two parks to keep open 24/7.

Smoking and tobacco use in parks

Information provided to participants

Background: Research has definitively shown that smoking and tobacco use and vaping tobacco are damaging to the smoker's or vaper's health and also to those nearby through secondhand smoke. The proposed alternatives to limit tobacco use in Ramsey County parks would not apply to ceremonial, cultural or spiritual practices. Smoking and tobacco use are currently allowed on park property.

Options provided for community discussion based on guidance from Phase 1:

- Option A: Prohibit smoking and tobacco use within 25 feet of any park building, outdoor event, playground, beach or nature center grounds.
- Option B: Prohibit smoking and tobacco use everywhere on park property, except parking lots.
- Option C: Prohibit smoking and tobacco use everywhere on park property.

Analysis

Some dominant themes emerged in responses to all the options. The primary appeal of prohibiting smoking and tobacco use was the health benefits, particularly for children and other vulnerable populations, supporting parks as places of healthy living.

Concerns about the options that allowed any smoking focused on cigarette litter and fire danger. Several respondents were concerned that smoking regulations in the parks could increase conflicts with law enforcement and result in biased or unfair treatment of park visitors. Others were concerned that enforcement would be difficult or inadequate regardless of which option was chosen.

Some responses were unique to an option:

- Option A, prohibiting smoking and tobacco use within 25 feet of buildings: Concerns included that it didn't limit smoking enough and that 25 feet was difficult to identify and enforce. This approach was appealing since it followed state guidelines or common practices.
- Option B, allowing smoking and tobacco only in parking lots: Benefits included keeping smoke away from recreational activities and that it was very clear where smoking and tobacco use was permitted and where it was not.
- Option C, overall ban on smoking and tobacco use: This appealed to a large portion of respondents, with others finding it unappealing because enforcement would be difficult or detrimental, or that smokers and tobacco users would choose to not use the park at all.

Additional ideas included creating an even smaller “designated smoking area,” using signage to encourage smokers to be thoughtful, and providing resources to quit smoking. Others brought up marijuana use and suggested this should be taken into consideration if use becomes legalized in Minnesota.

Fines and penalties

Information provided to participants

Background: Currently, every ordinance violation can be cited as a misdemeanor, which is a criminal penalty carrying a maximum of a \$1,000 fine and 90 days in jail. This applies to all violations, including damaging park property to walking on a ski trail during the winter. These penalties can have negative equity impacts, and go on a person's permanent record as a criminal offense that can affect job status, college or rent applications, or immigration status.

In practice, however, the Sheriff's Office typically uses education to change behavior that is unsafe or violates the ordinance, and issues citations as a last resort. The vast majority of citations given are for parking violations, with a few other citations being issued for people or vehicles being in parks after hours.

Note: Serious criminal behavior violates state law and is prosecuted accordingly.

Options provided for community discussion based on guidance from Phase 1:

- Option A: Violations are petty misdemeanors. This is a non-criminal offense with a maximum penalty of \$300. Appeals are through the court system. A petty misdemeanor may show up in an employment background check.
- Option B: Violations result in an administrative fine. This is a non-criminal offense with the fine set by the Ramsey County Board, likely at \$100 or less. Appeals are through a hearing panel. An option of substituting fines with volunteer work is also being examined. Failure to pay the fine or participate in volunteer work could result in it being converted to a misdemeanor with a maximum \$1,000 fine and up to 90 days in jail.

Analysis

While some feedback preferred keeping the current penalties out of concern that these options were too lenient and did not provide a strong enough deterrent to crime, an overwhelming number found options A & B appealing. They found the decriminalization and reduced penalties more equitable and fair, and the concept of substituting fines with volunteer work to be a positive approach, assuming that opportunities to volunteer would be easily accessible and not burdensome.

Administrative fines were appealing to many participants, along with constructive questions and concerns. Concerns included the cost of administration and the punishment for not responding to the fine being converted to a misdemeanor as too harsh; many respondents thought that a “one fine fits all” approach was problematic and recommended that the fine align with the severity of the violation.

Racial equity was central to many responses. Participants wanted assurances that education was the primary approach by law enforcement, enforcement was not racially biased, fines would be within reach to those living in poverty, and the appeals process or volunteer substitutions were accessible and fair.

All other ordinance sections

Information provided to participants

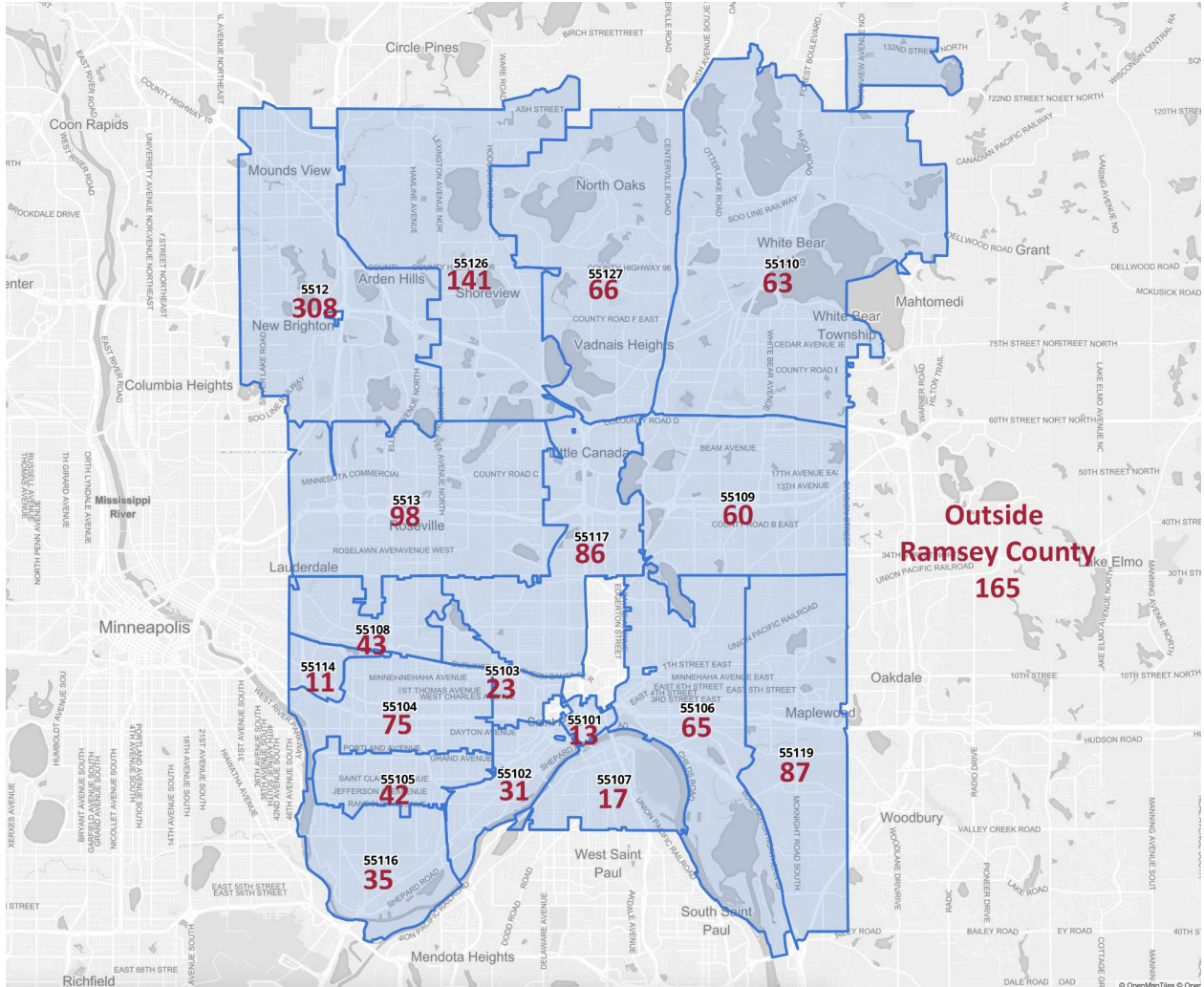
Background: Survey respondents and virtual community conversation participants were offered the opportunity to comment on any of the other sections of the ordinance, with a side-by-side comparison of the original ordinance text alongside draft changes derived from the Phase 1 Internal Review and Equity Review.

Below are highlights from responses about other sections of the ordinance:

- **Inclusion statement:** There was general support for adding an inclusion statement.
- **Permits:** A number of respondents thought the updated draft language, “Permits are required for organized events and activities, or large group gatherings,” was too vague. Recommendations included keeping the current language and identifying “exclusive use” of park land.
- **Disturbance of natural resources:** There was general support for allowing foraging of fruits, nuts and berries.
- **Littering:** There were numerous concerns about littering, and suggestions to add details about specific items to the list.
- **Amplified sound:** Concerns that the use of the word “should” in the draft language was not clear. The word “must” would be clearer and more enforceable.
- **Disturbing the peace:** Participants had concerns about removing this section and solely relying on state statute, preferring to retain this section in the park ordinance.
- **Loitering:** Participants expressed concerns about voyeurism and sexual assaults in restrooms. Note: This sort of activity, if left out of the park ordinance, would still be enforced through state statute.
- **Alcohol and controlled substances:** Some didn’t want alcohol allowed in parks at all, while others had concerns about the limited definitions included.
- **Aviation:** There was some interest in creating a designated area for drones.
- **Pets:** There were many concerns about enforcement. There were a number of requests to allow pets in picnic areas despite the known issues with dogs around food and other park users, as well as urine and feces in picnic areas.
- **Picnicking:** There is a desire to allow the public to use picnic shelters for free when not rented.
- **Swimming:** Concerns about requiring “appropriate swimwear,” and the vagueness of that phrase.
- **Bicycling:** Some felt the 20 mph limit is too low, and others thought it is too high.

Community engagement ZIP code distribution

There were 1,427 responses to the home ZIP code question in the online survey, out of the 1,495 total surveys collected.

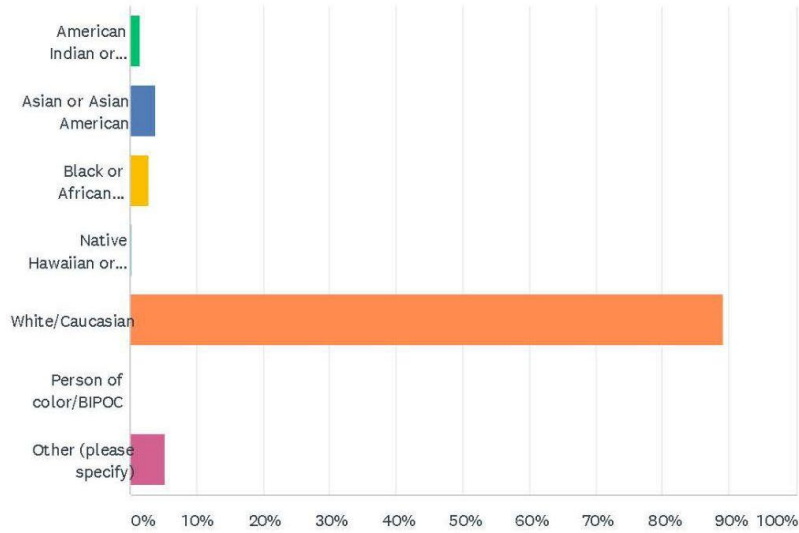


Community engagement race and ethnicity

There were 1,455 responses to this question in the online survey, out of the 1,495 collected.

Q2 How do you describe your race or ethnicity?

Answered: 1,455 Skipped: 40

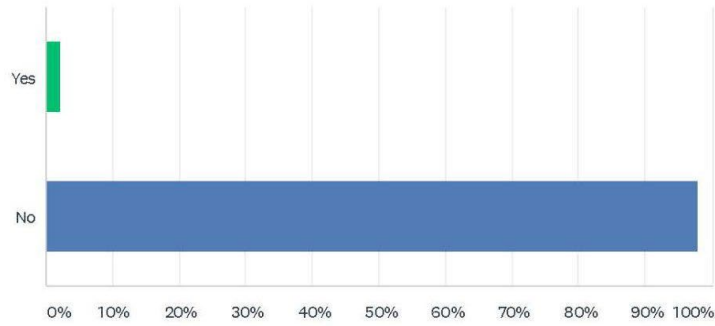


ANSWER CHOICES	RESPONSES	
American Indian or Alaska Native	1.51%	22
Asian or Asian American	3.78%	55
Black or African American	2.75%	40
Native Hawaiian or other Pacific Islander	0.14%	2
White/Caucasian	89.07%	1,296
Person of color/BIPOC	0.00%	0
Other (please specify)	5.29%	77
Total Respondents: 1,455		

There were 1,431 responses to this question in the online survey, of the 1,495 collected.

Q3 Are you Hispanic / Latino / Latinx?

Answered: 1,431 Skipped: 64



ANSWER CHOICES	RESPONSES	
Yes	2.17%	31
No	97.83%	1,400
TOTAL		1,431

Ramsey County Parks & Recreation Ordinance

Purpose

The Ramsey County Board of Commissioners is authorized by Minnesota Statutes Section 383A.07, subd. 12, to enact these ordinances, which authorizes the Ramsey County Board of Commissioners to enact ordinances to govern the conduct of members of the public during their use and enjoyment of the Ramsey County Parks & Recreation System, including waters and public lakeshore within the System and not more than 300 feet of the waterfront immediately abutting such public lakeshore. This ordinance is enacted to promote the health, safety, welfare, and enjoyment of all persons, and to protect park property and resources for future generations.

Ramsey County Parks & Recreation facilities are open to all persons regardless of race, gender, gender identity, age, creed, national origin, sexual or affectional orientation, color, ancestry, disability, marital status, religion, familial status, or status with regard to public assistance.

Definitions

For purposes of this ordinance, the following definitions apply, unless the context clearly indicates a different meaning. Any term that is not defined will be interpreted as the commonly understood meaning.

ALCOHOL. Any beverage containing more than one-half of one percent (0.5%) alcohol by volume, including intoxicating liquor, wine, beer or malt liquor, and 3.2% malt liquor.

BOARD. The Ramsey County Board of Commissioners.

DANGEROUS WEAPON. Any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, including bows and arrows, sling shots, bowie knives, razors, and switchblades. Dangerous Weapon also includes any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm.

DEPARTMENT. The Ramsey County Parks & Recreation department.

DIRECTOR. Parks and recreation department director or designee to whom specific duties have been assigned by the director or the county manager.

FIREWORKS. Any composition or device for the purpose of producing a visible or an audible effect by combustion, deflagration, or detonation, including firecrackers, bottle rockets, roman candles, sparklers, snakes, and smoke devices.

MOTOR VEHICLE. Any self-propelled vehicle or vehicle propelled or drawn by a self-propelled vehicle which is operated on a highway, on the ground, or in the air.

PARK OR PARKS. Any park, open space, arena, golf course, special-use area, trail corridor, or any other area owned, improved, maintained, operated or otherwise controlled by Ramsey County. **PARK OR PARKS** also includes any lake, pond, river, stream, or other body of water located wholly within the boundaries of a Ramsey County park or any public shoreline owned by or under the authority of the Board, including those waters lying within 300 feet of the waterfront immediately abutting park lakeshore.

PERMIT. Written permission that must be obtained from the department to carry out certain activities or to obtain exclusive use of all or portions of specific areas, building, and other facilities for conducting special events. Fees may apply.

Regulations

1. Park Hours

- a. Parks are open 5:00 a.m. to 11:00 p.m. This time limitation does not apply to people who, without delay, are traveling on Regional Trails.
- b. The Department may close Parks or areas within Parks to the public as necessary to protect public safety or property.
- c. Entering or remaining in any locked building, or any park area that is closed to the public, is not allowed.

2. Permits

- a. Permits are required for exclusive use of all or a portion of a Park or park facility for special events, and for conducting private lessons or classes for commercial gain or conducting any business enterprise within a Park.
- b. Some activities that are prohibited in this ordinance may be permitted with written approval from the Department.
- c. Permit holders must follow all rules outlined in the permit.
- d. Permit holders cannot transfer their permits to another person or entity.
- e. Permit holders are responsible for any damage or injury that occurs as a result of the event or activity for which a permit was granted.
- f. The Department may revoke a permit at any time.
- g. Harassing or interfering with a permit holder, their event, property, or equipment is not allowed.

3. Protecting Park Property

- a. Damaging, vandalizing, altering, or removing any park property is not allowed. Park property includes the park buildings, grounds, signs, and equipment.
- b. Dumping or littering trash, yard waste, liquids, furniture, or construction materials is not allowed in any Park.
- c. The use of or encroachment on park property for personal or private use, such as storing equipment, erecting structures, installing objects, posting signs, or placing utilities, is not allowed.
- d. All Park signs, barriers, and posted rules and regulations must be followed at all times.

- e. Lost and found items may be held by the Department or may be turned over to the Ramsey County Sheriff's Office to be disposed of according to Minnesota Statutes, Section 345.15.
4. Protecting Natural Resources
- a. Removing, altering, or damaging any plant or animal is not allowed. Fruits, nuts, and mushrooms on park property may be foraged and harvested for personal use.
 - b. Planting any plants or releasing an animal into any Park is not allowed.
 - c. Digging or excavating land in any Park is not allowed.
 - d. Feeding, hunting, trapping, or disturbing any animal in a Park is not allowed.
 - e. Fishing is allowed, consistent with the Rules of the State of Minnesota.
5. Conduct
- a. Threats, fighting, harassment, or bullying others in the Park is not allowed.
 - b. Small amounts of trash created within the Park, such as food containers for a picnic or decorations for a party, must be deposited in trash or recycling containers provided in the Park, or may be carried out for disposal off-site.
 - c. Wine and beer are allowed in Parks if local city ordinance allow. All other types of alcohol are not allowed. Kegs, barrels, or taps of beer require a permit. Selling wine or beer requires a permit, and sales must comply with liquor licensing regulations for the city in which the Park is located.
 - d. Charitable gambling must be duly authorized by the Minnesota Gambling Control Board and is allowed only upon permit approved by the County Board.
 - e. Soliciting donations or money, or selling anything in Parks is not allowed, except with a permit.
 - f. Posting, displaying, pasting, fastening, painting, or affixing any bill, notice, or sign upon any structure, tree, stone, fence, or enclosure in Parks is not allowed.
 - g. Commercial photography that requires a crew of more than one photographer and one photographer's assistant requires a permit.
 - h. Fires are allowed only in approved fire rings and must be completely extinguished when unattended. Cooking fires are allowed only in grills provided by the Department or small private grills. Ashes or hot coals must be disposed of in Park containers marked specifically for ashes and coals. Smokers or oversized grills require a permit.
 - i. Audio devices, such as speakers, radios, and musical instruments may be played, but must be heard no more than 25 feet away. Groups or picnic shelter users must apply for a permit for amplified sound, and the amplified sound must be heard no more than 50 feet away.
 - j. Any large amusement equipment, including a bounce house, dunk tank, or portable climbing wall requires a permit.
 - k. Obstructing or interfering with a county employee or agent of the county in the performance of their duties is not allowed.
 - l. Smoking, vaping and commercial tobacco use is governed by a separate Ramsey County ordinance.
6. Firearms and Dangerous Weapons
- a. Firearms and other dangerous weapons are not allowed in Parks, except as permitted by Minnesota law and local ordinances.

- b. Bows and arrows are allowed only in archery ranges. Crossbows are allowed at archery ranges only for adaptive needs.
 - c. Firing any weapon in or into a Park is not allowed.
- 7. Fireworks
 - a. Possessing or setting off fireworks, rockets, smoke bombs, or other pyrotechnics is not allowed.
- 8. Pets
 - a. Pets must be on a leash no more than 6 feet long at all times, except within designated dog park areas.
 - b. Pets are not allowed in any park buildings, picnic areas, beach areas, playgrounds, golf courses, or on the Tamarack Nature Center grounds. This prohibition does not include or apply to service animals as defined by Americans with Disabilities Act.
 - c. Leaving pets unattended or allowing them to disturb others is not allowed.
 - d. Pet feces must be picked up and properly disposed of.
- 9. Picnicking
 - a. All Park shelters and pavilions require a permit to use.
 - b. 10'x10' canopies may be used among picnic tables. Canopies used for this purpose must be weighted down and cannot be staked into the ground or tied to trees or other Park property.
- 10. Swimming
 - a. Swimming is allowed only in designated swimming areas.
 - b. Glass containers and bottles are not allowed in beach or designated swimming areas.
 - c. Fires and grills are not allowed in beach areas.
 - d. U.S. Coast Guard-approved life jackets are allowed and encouraged. Inflatable toys, such as inner tubes, rafts, or loungers are not allowed.
 - e. All lifeguard or staff directions and instructions must be followed at all times.
- 11. Fishing
 - a. All Minnesota State Statutes and Rules must be followed at all times.
 - b. Fishing is not allowed in prohibited areas.
 - c. Spearing, netting, and trapping any aquatic animals is prohibited.
 - d. Ice-fishing houses must use boat launches to access the water and cannot be kept on park property.
- 12. Boating
 - a. Boats must be launched only in designated areas, such as boat launches.
 - b. Boats cannot be left unattended.
 - c. Boats, including boats towing people (water skiers, towable tubes), must be operated at least 100 feet away from swimming areas.
 - d. Operators of boats are not allowed to create a wake that will damage, injure, or disturb people or park property.
 - e. All watercraft must be inspected for and removal of any aquatic plants or animals according to guidelines at ramseycounty.us/ais. Minnesota Statutes, Chapter 84D, Invasive Species also applies.
- 13. Bicycles

- a. Bicyclists must operate bicycles in a safe manner at all times, staying as close to the right-hand side of the trail as safe conditions allow.
 - b. Bicyclists and off-road cyclists must yield to pedestrians and pass with care.
 - c. Bicycles must be operated only on paved trails, except for designated off-road biking trails.
 - d. Bicyclists must follow all Minnesota State Statutes regarding bicycles.
 - e. Electric bicycles are allowed on paved trails, and must be operated safely at speeds below 20 mph.
14. Skating: Roller-Skating, In-Line Skating, Skateboarding, Scootering
- a. Skaters must skate only on paved trails and in a safe manner, staying as close to the right-hand side as safe conditions allow.
 - b. Skating is not allowed in any park building or shelter.
 - c. Electric scooters and similar electric skate equipment are allowed only on paved trails and must be operated safely at speeds below 20 mph.
15. Winter Activities
- a. Cross-country skiing is allowed only on designated trails and with a Ramsey County approved ski trail pass.
 - b. Groomed cross-country ski trails are for skiers only. Pedestrians and snowshoers are not allowed on groomed ski trails.
 - c. Snowshoeing and cross-country skiing is allowed in Park areas open to the public. Snowshoers and skiers must not damage trees or plants.
 - d. Snowmobiles are only allowed in Parks in winter at boat launch parking lots as a way to get slowly and safely from a trailer directly to the lake.
 - e. Other winter activities, such as skating, sledding, and fat tire biking, are allowed only in designated park areas.
16. Golf
- a. Golfing is allowed only on golf courses.
 - b. Only approved tournaments are allowed.
 - c. Entering or exiting a golf course is allowed only through a designated entrance or exit area.
17. Horseback Riding
- a. Horseback riding is not allowed in Parks.
18. Camping
- a. Setting up a tent or other temporary shelter or maintaining a campsite or temporary lodging or sleeping place is not allowed in any Park.
19. Geocaching
- a. Placement of geocaches is allowed only by permit.
 - b. Caches must be more than 1/10th of a mile apart.
 - c. Dangerous or illegal material may not be placed in a cache.
20. Aviation
- a. Aviation takeoffs or landings, including toy planes, drones, hot air balloons, and rockets are not allowed in any Park.
 - b. Drones may be operated only in designated areas.

Motorized Vehicles

21. Motorized Recreation Vehicles

- a. Motorized recreation vehicles, such as ATVs or UTVs are not allowed in any Park, except for snowmobiles, as stated in Section 15.d of this Ordinance. Power-driven mobility devices used by people with disabilities are allowed in Parks.

22. Vehicle Operation

- a. Vehicles must be operated only on roadways and in parking areas.
- b. Vehicles must be operated at less than 15 miles per hour, or at the posted speed limit.
- c. Drivers must follow all Minnesota State Statutes and operate vehicles in a safe manner.
- d. Vehicles must not be used to access private property through park property.
- e. Vehicles must not emit excessive noise, fumes, or other pollutants.
- f. Drivers must yield to pedestrians and bicycles.
- g. Except for emergencies: Washing, greasing, changing oil, servicing, or repairing any vehicle is not allowed in any Park.
- h. Drinking alcohol in a vehicle is not allowed in any Park.

23. Vehicle Parking

- a. Vehicles may be parked only in designated areas.
- b. Parking in any spot with yellow-painted curbs or no parking signs is not allowed.
- c. Handicapped-accessible parking is reserved only for persons with a handicapped vehicle license or permit.
- d. Boat trailers must be parked only in parking spots and lots designated for boat trailers.
- e. Equipment or materials cannot be parked or staged on park property.

Enforcement

Where appropriate, the preferred method of enforcement will be a request for voluntary compliance. Failure to comply may result in the issuance of an administrative citation according to the Ramsey County administrative ordinance section 6.02.B, and the schedule of civil penalties adopted by the Board, available at ramseycounty.us/parkrules. Failure to comply may also result in the loss of park or recreation facility use privileges and ejection from the park for at least 24 hours. Responding Park staff or law enforcement will exercise appropriate enforcement discretion as circumstances warrant, including enforcement pursuant to applicable state statutes.

For violations associated with a permit fee, such as picnic shelter use or cross-country ski passes, the fee may be added to the civil penalty.

Payment of administrative citations is due within 20 business days of the issuance of the citation, or within 20 business days following a finding of a violation by a Hearing Office as set forth in Ramsey County administrative ordinance, section 6.02.

Appeal process for administrative citations issued pursuant to this Ordinance is outlined in Ramsey County administrative ordinance, section 6.02.B.6.

Failure to respond to an administrative citation may result in the issuance of a misdemeanor citation.

Violations of Section 6, Firearms and Dangerous Weapons, will be enforced consistent with applicable State statutes.

Violations of Section 7, Fireworks, will be enforced consistent with applicable State statutes.

Repeat or ongoing offenses may result in a civil penalty per day, as well as trespass from park property.

Severability

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of the Ordinance. The Board hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

Conflict

The existing Ramsey County Parks and Recreation Ordinance, adopted on February 11, 1992, and amended on April 27, 2007, and any rules and regulations in conflict with this Ordinance, or any parts of this Ordinance, are repealed.

Enactment

This Ordinance shall be in full force and effect from and upon publication after it is approved by the Ramsey County Board of Commissioners.

Captions and Headings

The captions and headings used in this Ordinance are for convenience of reference only and do not define or limit the contents of each paragraph.

Amendments

This Ordinance may be amended from time to time by the Ramsey County Board of Commissioners according to the provisions of the Ramsey County Charter.

PROPOSED SCHEDULE OF EVENTS
Parks and Recreation Ordinance Revision

January 18, 2022	First Reading of Ordinance Set Date for Public Hearing
January 26, 2022	Publication of Public Hearing Notice
February 8, 2022	Second Reading of Ordinance Hold Public Hearing
February 22, 2022	Action on Adoption of Ordinance
April 8, 2022	Effective date of Ordinance (45-day referendum periods ends)

Board of Commissioners

Request for Board Action

Item Number: 2022-007

Meeting Date: 1/18/2022

Sponsor: Parks & Recreation

Title

Revised Parks & Recreation Ordinance - Set Public Hearing Date

Recommendation

Set the date and time of February 8, 2022, at 9:00 a.m., or as soon thereafter as possible, in the Council Chambers of the Ramsey County Courthouse, for the Public Hearing on adopting amendments to the Ramsey County Parks & Recreation Ordinance to afford the public an opportunity to comment on the ordinance amendments.

Background and Rationale

The Ramsey County Parks & Recreation Ordinance (Park Ordinance) was adopted in 1992 and last amended in 2007. The purpose is to promote the safety, health, enjoyment, and welfare of everyone in their use of parks, and to protect park property and resources. The Park Ordinance requires routine updating to stay current and align with community needs. The ordinance revision process aims to:

- Respond to long-standing community feedback about park access.
- View the ordinance through a racial equity lens.
- Modernize the ordinance and address contemporary park issues.
- Make changes that result in an ordinance that is equitable, consistent and streamlined; promotes greater enjoyment of the parks; ensures user safety; and protects park facilities, property and natural resources for everyone to enjoy.

The ordinance procedures in the Ramsey County Home Rule Charter require that a date for a public hearing will be set at the time of the first reading and the date shall be no sooner than 10 days after the first reading.

In accordance with these requirements, the proposed revised Ramsey County Parks and Recreation Ordinance was provided to each commissioner on January 10, 2022 prior to its introduction on January 18, 2022.

A notification of the public hearing, which includes the draft ordinance, will be publicized in advance of the public hearing. This action sets the date of the Public Hearing as February 8, 2022 at 9:00 am, or as soon thereafter as possible, in the Council Chambers.

Persons who intend to testify are encouraged to sign up online at ramseycounty.us/chiefclerk or contact the Chief Clerk at 651-266-8014 prior to Tuesday, February 8, 2022.

There will be limited space in the Council Chambers for in-person testimony due to social distancing requirements and masks will be required. If in-person testimony is not feasible, comments may alternatively be provided via the following methods:

- Virtually via Zoom webinar:
<https://zoom.us/j/92175606811?pwd=dkwxbExCSXVjVys0VnlwdEFWckJtQT09>

Webinar ID: 921 7560 6811 | Passcode: 363527 | Phone: 651-372-8299

- Email: chiefclerk@ramseycounty.us
- Phone: 651-266-8014
- Written letter to: Chief Clerk, 15 Kellogg Blvd West, 250 Courthouse, Saint Paul, MN 55102

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

A Phase 1 racial equity review process was completed early in the ordinance engagement with community partners, including the Ramsey County Equity Action Circle that identified specific priorities that would advance equity. Some of these priorities included writing the ordinance in plain language, expanding access to the parks, decriminalizing ordinance violations, allowing foraging, and restricting tobacco use. Parks continued to work with community partners to address these priorities in the proposed ordinance to advance racial equity.

Community Participation Level and Impact

Phase 2 community engagement focused on feedback from residents on the entire ordinance with special attention placed on three topics that needed detailed public input per guidance from Phase 1: Park access, smoking and tobacco use, and fines and penalties for violations.

Community engagement took place during the summer of 2021 and included the same content offered via community conversations and within an online survey. The community conversations had 45 participants and the online survey had 1,495 participants. Detailed results of the engagement can be found at

<https://www.ramseycounty.us/residents/parks-recreation/21st-century-parks-initiative/park-ordinance-project>

- Inform Consult Involve Collaborate Empower

Fiscal Impact

Payments of penalties for administrative citations will accrue to the county, but during recent years just over 40 citations were issued annually despite there being roughly 6 million annual visitors to the park’s system. It is expected that few citations will continue to be issued resulting in a minimal fiscal impact. Any future civil penalty revenue will be deposited into the Ramsey County general fund, violations account.

County Manager Comments

No additional comments.

Last Previous Action

On November 2, 2021, a board workshop on Ramsey County Park Ordinance Revision was held with the Ramsey County Board.

On March 13, 2007, the Ramsey County Board approved amendments to the Ordinance for the Control and Management of Park, Creation and Open Space Areas and Facilities Under the Jurisdiction of the Ramsey County Board of Commissioners and amendments were effective on April 27, 2007 (B2007-122).

Attachments

1. Park Ordinance Engagement Results Analysis
2. Ramsey County Park & Recreation Proposed Ordinance
3. Proposed Schedule of Events
4. Public Hearing Notice

Park Ordinance Engagement Results Analysis

The Ramsey County park ordinance was adopted in 1992 and last amended in 2007. The purpose is to promote the safety, health, enjoyment and welfare of everyone in their use of parks, and to protect park property and resources. The Park Ordinance requires routine updating to stay current and align with community needs. The ordinance revision process aims to:

- Respond to long-standing community feedback about park access.
- View the ordinance through a racial equity lens.
- Modernize the ordinance and address contemporary park issues.
- Make changes that result in an ordinance that is equitable, consistent and streamlined; promotes greater enjoyment of the parks; ensures user safety; and protects park facilities, property and natural resources for everyone to enjoy.

Community engagement objectives:

- Use a phased approach with early review and guidance from regulatory and legal entities, as well as key municipal partners and county committees.
- Share information about the current ordinance, and discuss possible updates based on internal and racial equity reviews.
- Understand racial equity impacts of the current ordinance and ensure that final revisions reduce negative impacts.
- Gather community feedback on changes residents would like to see in the ordinance.

The goal of engagement was to consult with the public to obtain feedback on analysis, alternatives and/or decisions. Project organizers committed to keep the public informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision.

The overall process of the ordinance revision was as follows:

- Phase 1: Internal Review, Racial Equity Review.
- Phase 2: Community engagement.

Process

Phase 1: Review and assessment

The purpose of Phase 1 was to evaluate the current ordinance to identify ways that the ordinance could advance equity, reduce recreational conflict, protect park property adequately, reflect modern advances and understanding, and promote positive park usage. The ordinance was also examined for potential negative racial equity impacts through an Internal Review and a Racial Equity Review. Results from this phase were then used to determine the topics for Phase 2 community engagement.

The following Ramsey County groups were included in the Internal Review process from winter 2020 through fall 2021:

- Parks & Recreation.
- Sheriff's Office.
- County Attorney's Office.
- Policy & Planning.

- Diversity, Inclusion & Organizational Development.
- Enterprise Risk Management.

The Racial Equity Review process began in April 2021. Parks & Recreation staff conducted virtual sessions with the following groups to examine the ordinance and uncover ways that the current ordinance could have a negative racial equity impact:

- Ramsey County Equity Action Circle.
- Public Health Law Center.
- Public Defenders working in Ramsey County.
- Ramsey County Parks Commission.
- Ramsey County Parks & Recreation Racial Equity Leadership Team.

Several key issues and priorities emerged from these Phase 1 engagements:

- The ordinance should be written in plain language to support accessibility, comprehension and compliance.
- Current park hours are too restrictive and should be expanded to provide greater access.
- Currently, every ordinance infraction can be cited as a misdemeanor, which is a criminal penalty carrying a maximum of a \$1,000 fine and 90 days in jail. This can disproportionately impact communities of color and people in poverty, and efforts should be made to decriminalize ordinance violations.
- Foraging for fruits, nuts and mushrooms is important to some communities and cultures and should be balanced with protecting natural resources.
- Smoking and tobacco use is detrimental to health and limiting its use in the parks should be considered, without restricting tobacco use for cultural and ceremonial purposes.
- The loitering section of the ordinance could be enforced in discriminatory ways and should be removed.
- Elements of the ordinance that are redundant with state statute could be removed.

Results from this phase of engagement were the foundation upon which the topics for Phase 2 were designed.

Phase 2: Community engagement

Phase 2 focused on feedback from residents on the entire ordinance, with special attention placed on three topics that needed detailed public input per guidance from Phase 1: Park access, smoking and tobacco use, and fines and penalties for violations.

Community engagement took place during the summer of 2021 and included the same content offered in two formats:

- Virtual community conversations:
 - August 11, noon, 40 participants.
 - August 17, 7 p.m., 5 participants.
- Online survey:
 - Open July 17-August 20.
 - 1,495 participants offered 8,673 comments.

More than 125 participants identified as Black, Indigenous and People of Color (BIPOC). As part of the racial equity review, project organizers compared these responses to those from people who identified as white or did not identify their race or ethnicity. Feedback from BIPOC participants aligned with the feedback received from participants who identified as white in the areas of fines and penalties, park access, and smoking and tobacco use.

Survey and community conversations were communicated through the county website, multiple newsletters, signage throughout park system, organic and paid social media ads to Ramsey County residents, partnership with cities, Spokesman Recorder, and outreach to stakeholder groups.

Results

Park Access

Information provided to participants

Background: Parks staff have heard concerns from the public about limited park hours.

Issues and information:

- Park hours are currently a half hour before sunrise and a half hour after sunset. However, due to the size and accessibility of park entrances, no park is physically closed to prevent entry.
- In contrast to Ramsey County parks, most local park agencies have hours from 5 or 6 a.m. until 10 or 11 p.m.
- Most city sidewalks and boulevards have no scheduled hours of use.
- With limited winter daylight hours, the current park hours restrict early morning and evening uses such jogging, ice fishing, cross country skiing or bike commuting on regional trails.
- Most Ramsey County parks do not currently have lighting.
- Regardless of current or future park hours:
 - Various city curfew ordinances for people under 18 remain in effect and apply to parks.
 - Ramsey County park noise ordinance and city noise ordinances remain in effect and apply to parks.
- No overnight camping is allowed.
- The Ramsey County Sheriff's Office currently patrol parks from noon to 10 p.m. The Sheriff's Office noted that crime can more easily occur in cover of darkness, but more people recreating in a park may deter some criminal activity.

Note: Facility hours, such as bathrooms, would likely remain unchanged due to operational considerations.

Options provided for community discussion based on guidance from Phase 1:

- Option A: Setting year-round park hours from 5 a.m.-11 p.m.
- Option B: Eliminating park hours, making them accessible 24/7.

Analysis

Option A to set park hours from 5 a.m.-11 p.m. appealed to participants of the community engagement process. Participants commented that this option was consistent and easy to understand, and more closely aligned with municipalities within the county. They also expressed appreciation for the

opportunities for more early morning activities such as running and fishing, as well as a wider variety of winter activity and better year-round access to parks.

Crime, safety and late-night noise were of greatest concern for this option, but did not overwhelm the positives. There were several concerns that posted park hours could be used unfairly by law enforcement to target people of color. Suggested solutions to reduce crime included better lighting and increased patrols.

Option B, to eliminate park hours and make them accessible 24/7, received passionate feedback. While there were some advocates for this option, the overwhelming number of responses were not in favor of this option. Crime and safety was the number one concern, along with late-night noise and partying, and concerns about increased homelessness activity. Disturbance to wildlife and increased law enforcement costs perceived as necessary to manage all-night access to parks also weighed as a concern.

Noted advantages for this option included increased access to public lands, flexibility for those with different work schedules or for different activities that can only happen at night, like stargazing. Climate change concerns also found appeal in this option to recreate during cool night hours.

Suggestions to offset potential negative consequences included lights, increased enforcement and cameras. Respondents also offered alternatives such as quiet hours, leaving only trails open for commuting, and permits for specific night use. There were also some proposals to select only one or two parks to keep open 24/7.

Smoking and tobacco use in parks

Information provided to participants

Background: Research has definitively shown that smoking and tobacco use and vaping tobacco are damaging to the smoker's or vaper's health and also to those nearby through secondhand smoke. The proposed alternatives to limit tobacco use in Ramsey County parks would not apply to ceremonial, cultural or spiritual practices. Smoking and tobacco use are currently allowed on park property.

Options provided for community discussion based on guidance from Phase 1:

- Option A: Prohibit smoking and tobacco use within 25 feet of any park building, outdoor event, playground, beach or nature center grounds.
- Option B: Prohibit smoking and tobacco use everywhere on park property, except parking lots.
- Option C: Prohibit smoking and tobacco use everywhere on park property.

Analysis

Some dominant themes emerged in responses to all the options. The primary appeal of prohibiting smoking and tobacco use was the health benefits, particularly for children and other vulnerable populations, supporting parks as places of healthy living.

Concerns about the options that allowed any smoking focused on cigarette litter and fire danger. Several respondents were concerned that smoking regulations in the parks could increase conflicts with law enforcement and result in biased or unfair treatment of park visitors. Others were concerned that enforcement would be difficult or inadequate regardless of which option was chosen.

Some responses were unique to an option:

- Option A, prohibiting smoking and tobacco use within 25 feet of buildings: Concerns included that it didn't limit smoking enough and that 25 feet was difficult to identify and enforce. This approach was appealing since it followed state guidelines or common practices.
- Option B, allowing smoking and tobacco only in parking lots: Benefits included keeping smoke away from recreational activities and that it was very clear where smoking and tobacco use was permitted and where it was not.
- Option C, overall ban on smoking and tobacco use: This appealed to a large portion of respondents, with others finding it unappealing because enforcement would be difficult or detrimental, or that smokers and tobacco users would choose to not use the park at all.

Additional ideas included creating an even smaller “designated smoking area,” using signage to encourage smokers to be thoughtful, and providing resources to quit smoking. Others brought up marijuana use and suggested this should be taken into consideration if use becomes legalized in Minnesota.

Fines and penalties

Information provided to participants

Background: Currently, every ordinance violation can be cited as a misdemeanor, which is a criminal penalty carrying a maximum of a \$1,000 fine and 90 days in jail. This applies to all violations, including damaging park property to walking on a ski trail during the winter. These penalties can have negative equity impacts, and go on a person's permanent record as a criminal offense that can affect job status, college or rent applications, or immigration status.

In practice, however, the Sheriff's Office typically uses education to change behavior that is unsafe or violates the ordinance, and issues citations as a last resort. The vast majority of citations given are for parking violations, with a few other citations being issued for people or vehicles being in parks after hours.

Note: Serious criminal behavior violates state law and is prosecuted accordingly.

Options provided for community discussion based on guidance from Phase 1:

- Option A: Violations are petty misdemeanors. This is a non-criminal offense with a maximum penalty of \$300. Appeals are through the court system. A petty misdemeanor may show up in an employment background check.
- Option B: Violations result in an administrative fine. This is a non-criminal offense with the fine set by the Ramsey County Board, likely at \$100 or less. Appeals are through a hearing panel. An option of substituting fines with volunteer work is also being examined. Failure to pay the fine or participate in volunteer work could result in it being converted to a misdemeanor with a maximum \$1,000 fine and up to 90 days in jail.

Analysis

While some feedback preferred keeping the current penalties out of concern that these options were too lenient and did not provide a strong enough deterrent to crime, an overwhelming number found options A & B appealing. They found the decriminalization and reduced penalties more equitable and fair, and the concept of substituting fines with volunteer work to be a positive approach, assuming that opportunities to volunteer would be easily accessible and not burdensome.

Administrative fines were appealing to many participants, along with constructive questions and concerns. Concerns included the cost of administration and the punishment for not responding to the fine being converted to a misdemeanor as too harsh; many respondents thought that a “one fine fits all” approach was problematic and recommended that the fine align with the severity of the violation.

Racial equity was central to many responses. Participants wanted assurances that education was the primary approach by law enforcement, enforcement was not racially biased, fines would be within reach to those living in poverty, and the appeals process or volunteer substitutions were accessible and fair.

All other ordinance sections

Information provided to participants

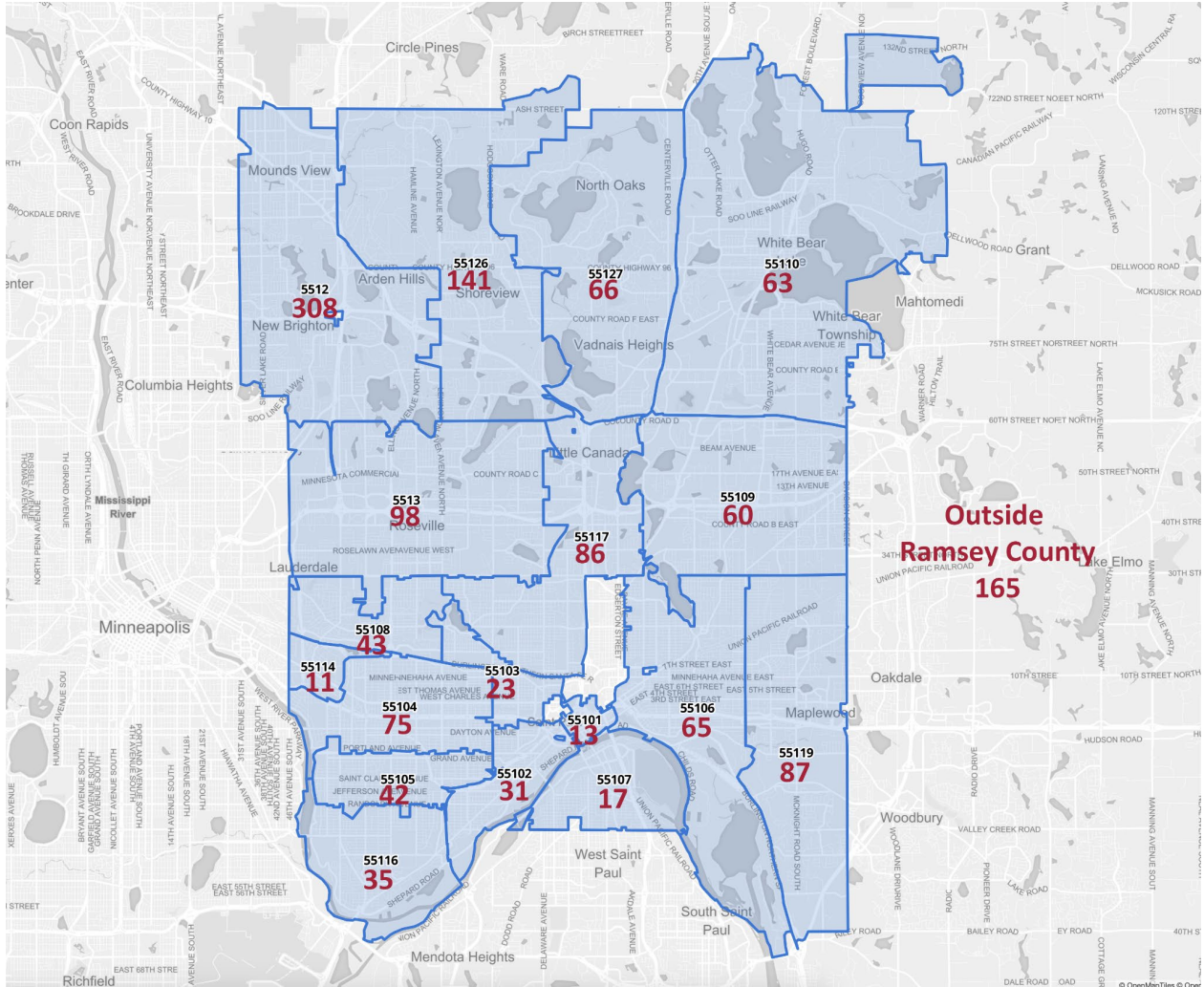
Background: Survey respondents and virtual community conversation participants were offered the opportunity to comment on any of the other sections of the ordinance, with a side-by-side comparison of the original ordinance text alongside draft changes derived from the Phase 1 Internal Review and Equity Review.

Below are highlights from responses about other sections of the ordinance:

- **Inclusion statement:** There was general support for adding an inclusion statement.
- **Permits:** A number of respondents thought the updated draft language, “Permits are required for organized events and activities, or large group gatherings,” was too vague. Recommendations included keeping the current language and identifying “exclusive use” of park land.
- **Disturbance of natural resources:** There was general support for allowing foraging of fruits, nuts and berries.
- **Littering:** There were numerous concerns about littering, and suggestions to add details about specific items to the list.
- **Amplified sound:** Concerns that the use of the word “should” in the draft language was not clear. The word “must” would be clearer and more enforceable.
- **Disturbing the peace:** Participants had concerns about removing this section and solely relying on state statute, preferring to retain this section in the park ordinance.
- **Loitering:** Participants expressed concerns about voyeurism and sexual assaults in restrooms. Note: This sort of activity, if left out of the park ordinance, would still be enforced through state statute.
- **Alcohol and controlled substances:** Some didn’t want alcohol allowed in parks at all, while others had concerns about the limited definitions included.
- **Aviation:** There was some interest in creating a designated area for drones.
- **Pets:** There were many concerns about enforcement. There were a number of requests to allow pets in picnic areas despite the known issues with dogs around food and other park users, as well as urine and feces in picnic areas.
- **Picnicking:** There is a desire to allow the public to use picnic shelters for free when not rented.
- **Swimming:** Concerns about requiring “appropriate swimwear,” and the vagueness of that phrase.
- **Bicycling:** Some felt the 20 mph limit is too low, and others thought it is too high.

Community engagement ZIP code distribution

There were 1,427 responses to the home ZIP code question in the online survey, out of the 1,495 total surveys collected.

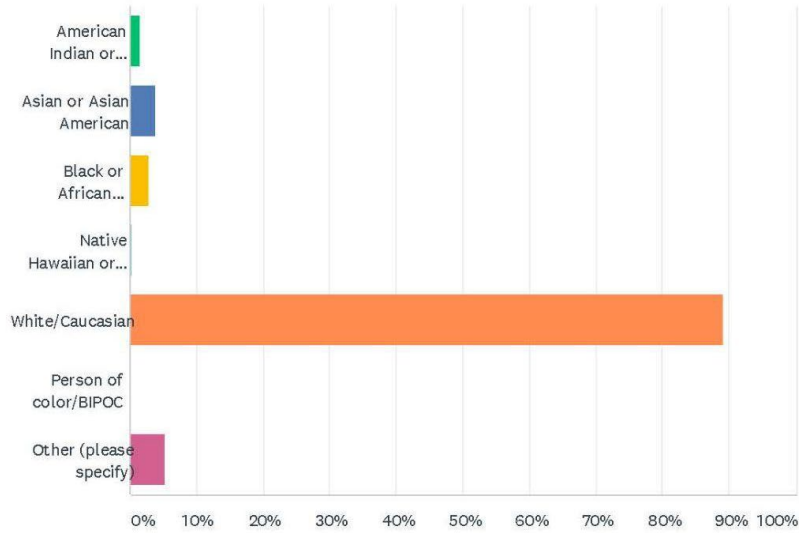


Community engagement race and ethnicity

There were 1,455 responses to this question in the online survey, out of the 1,495 collected.

Q2 How do you describe your race or ethnicity?

Answered: 1,455 Skipped: 40

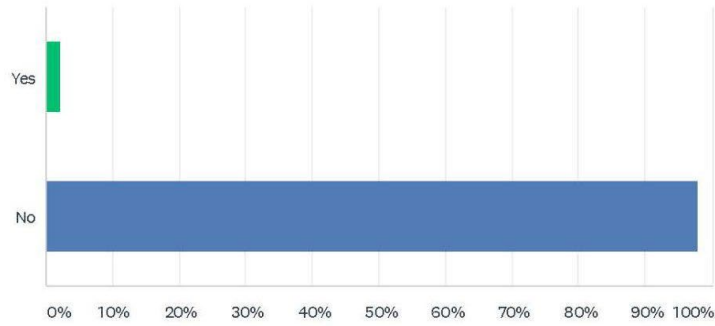


ANSWER CHOICES	RESPONSES	
American Indian or Alaska Native	1.51%	22
Asian or Asian American	3.78%	55
Black or African American	2.75%	40
Native Hawaiian or other Pacific Islander	0.14%	2
White/Caucasian	89.07%	1,296
Person of color/BIPOC	0.00%	0
Other (please specify)	5.29%	77
Total Respondents: 1,455		

There were 1,431 responses to this question in the online survey, of the 1,495 collected.

Q3 Are you Hispanic / Latino / Latinx?

Answered: 1,431 Skipped: 64



ANSWER CHOICES	RESPONSES	
Yes	2.17%	31
No	97.83%	1,400
TOTAL		1,431

Ramsey County Parks & Recreation Ordinance

Purpose

The Ramsey County Board of Commissioners is authorized by Minnesota Statutes Section 383A.07, subd. 12, to enact these ordinances, which authorizes the Ramsey County Board of Commissioners to enact ordinances to govern the conduct of members of the public during their use and enjoyment of the Ramsey County Parks & Recreation System, including waters and public lakeshore within the System and not more than 300 feet of the waterfront immediately abutting such public lakeshore. This ordinance is enacted to promote the health, safety, welfare, and enjoyment of all persons, and to protect park property and resources for future generations.

Ramsey County Parks & Recreation facilities are open to all persons regardless of race, gender, gender identity, age, creed, national origin, sexual or affectional orientation, color, ancestry, disability, marital status, religion, familial status, or status with regard to public assistance.

Definitions

For purposes of this ordinance, the following definitions apply, unless the context clearly indicates a different meaning. Any term that is not defined will be interpreted as the commonly understood meaning.

ALCOHOL. Any beverage containing more than one-half of one percent (0.5%) alcohol by volume, including intoxicating liquor, wine, beer or malt liquor, and 3.2% malt liquor.

BOARD. The Ramsey County Board of Commissioners.

DANGEROUS WEAPON. Any firearm, whether loaded or unloaded, or any device designed as a weapon and capable of producing death or great bodily harm, including bows and arrows, sling shots, bowie knives, razors, and switchblades. Dangerous Weapon also includes any combustible or flammable liquid or other device or instrumentality that, in the manner it is used or intended to be used, is calculated or likely to produce death or great bodily harm, or any fire that is used to produce death or great bodily harm.

DEPARTMENT. The Ramsey County Parks & Recreation department.

DIRECTOR. Parks and recreation department director or designee to whom specific duties have been assigned by the director or the county manager.

FIREWORKS. Any composition or device for the purpose of producing a visible or an audible effect by combustion, deflagration, or detonation, including firecrackers, bottle rockets, roman candles, sparklers, snakes, and smoke devices.

MOTOR VEHICLE. Any self-propelled vehicle or vehicle propelled or drawn by a self-propelled vehicle which is operated on a highway, on the ground, or in the air.

PARK OR PARKS. Any park, open space, arena, golf course, special-use area, trail corridor, or any other area owned, improved, maintained, operated or otherwise controlled by Ramsey County. **PARK OR PARKS** also includes any lake, pond, river, stream, or other body of water located wholly within the boundaries of a Ramsey County park or any public shoreline owned by or under the authority of the Board, including those waters lying within 300 feet of the waterfront immediately abutting park lakeshore.

PERMIT. Written permission that must be obtained from the department to carry out certain activities or to obtain exclusive use of all or portions of specific areas, building, and other facilities for conducting special events. Fees may apply.

Regulations

1. Park Hours

- a. Parks are open 5:00 a.m. to 11:00 p.m. This time limitation does not apply to people who, without delay, are traveling on Regional Trails.
- b. The Department may close Parks or areas within Parks to the public as necessary to protect public safety or property.
- c. Entering or remaining in any locked building, or any park area that is closed to the public, is not allowed.

2. Permits

- a. Permits are required for exclusive use of all or a portion of a Park or park facility for special events, and for conducting private lessons or classes for commercial gain or conducting any business enterprise within a Park.
- b. Some activities that are prohibited in this ordinance may be permitted with written approval from the Department.
- c. Permit holders must follow all rules outlined in the permit.
- d. Permit holders cannot transfer their permits to another person or entity.
- e. Permit holders are responsible for any damage or injury that occurs as a result of the event or activity for which a permit was granted.
- f. The Department may revoke a permit at any time.
- g. Harassing or interfering with a permit holder, their event, property, or equipment is not allowed.

3. Protecting Park Property

- a. Damaging, vandalizing, altering, or removing any park property is not allowed. Park property includes the park buildings, grounds, signs, and equipment.
- b. Dumping or littering trash, yard waste, liquids, furniture, or construction materials is not allowed in any Park.
- c. The use of or encroachment on park property for personal or private use, such as storing equipment, erecting structures, installing objects, posting signs, or placing utilities, is not allowed.
- d. All Park signs, barriers, and posted rules and regulations must be followed at all times.

- e. Lost and found items may be held by the Department or may be turned over to the Ramsey County Sheriff's Office to be disposed of according to Minnesota Statutes, Section 345.15.
4. Protecting Natural Resources
- a. Removing, altering, or damaging any plant or animal is not allowed. Fruits, nuts, and mushrooms on park property may be foraged and harvested for personal use.
 - b. Planting any plants or releasing an animal into any Park is not allowed.
 - c. Digging or excavating land in any Park is not allowed.
 - d. Feeding, hunting, trapping, or disturbing any animal in a Park is not allowed.
 - e. Fishing is allowed, consistent with the Rules of the State of Minnesota.
5. Conduct
- a. Threats, fighting, harassment, or bullying others in the Park is not allowed.
 - b. Small amounts of trash created within the Park, such as food containers for a picnic or decorations for a party, must be deposited in trash or recycling containers provided in the Park, or may be carried out for disposal off-site.
 - c. Wine and beer are allowed in Parks if local city ordinance allow. All other types of alcohol are not allowed. Kegs, barrels, or taps of beer require a permit. Selling wine or beer requires a permit, and sales must comply with liquor licensing regulations for the city in which the Park is located.
 - d. Charitable gambling must be duly authorized by the Minnesota Gambling Control Board and is allowed only upon permit approved by the County Board.
 - e. Soliciting donations or money, or selling anything in Parks is not allowed, except with a permit.
 - f. Posting, displaying, pasting, fastening, painting, or affixing any bill, notice, or sign upon any structure, tree, stone, fence, or enclosure in Parks is not allowed.
 - g. Commercial photography that requires a crew of more than one photographer and one photographer's assistant requires a permit.
 - h. Fires are allowed only in approved fire rings and must be completely extinguished when unattended. Cooking fires are allowed only in grills provided by the Department or small private grills. Ashes or hot coals must be disposed of in Park containers marked specifically for ashes and coals. Smokers or oversized grills require a permit.
 - i. Audio devices, such as speakers, radios, and musical instruments may be played, but must be heard no more than 25 feet away. Groups or picnic shelter users must apply for a permit for amplified sound, and the amplified sound must be heard no more than 50 feet away.
 - j. Any large amusement equipment, including a bounce house, dunk tank, or portable climbing wall requires a permit.
 - k. Obstructing or interfering with a county employee or agent of the county in the performance of their duties is not allowed.
 - l. Smoking, vaping and commercial tobacco use is governed by a separate Ramsey County ordinance.
6. Firearms and Dangerous Weapons
- a. Firearms and other dangerous weapons are not allowed in Parks, except as permitted by Minnesota law and local ordinances.

- b. Bows and arrows are allowed only in archery ranges. Crossbows are allowed at archery ranges only for adaptive needs.
 - c. Firing any weapon in or into a Park is not allowed.
- 7. Fireworks
 - a. Possessing or setting off fireworks, rockets, smoke bombs, or other pyrotechnics is not allowed.
- 8. Pets
 - a. Pets must be on a leash no more than 6 feet long at all times, except within designated dog park areas.
 - b. Pets are not allowed in any park buildings, picnic areas, beach areas, playgrounds, golf courses, or on the Tamarack Nature Center grounds. This prohibition does not include or apply to service animals as defined by Americans with Disabilities Act.
 - c. Leaving pets unattended or allowing them to disturb others is not allowed.
 - d. Pet feces must be picked up and properly disposed of.
- 9. Picnicking
 - a. All Park shelters and pavilions require a permit to use.
 - b. 10'x10' canopies may be used among picnic tables. Canopies used for this purpose must be weighted down and cannot be staked into the ground or tied to trees or other Park property.
- 10. Swimming
 - a. Swimming is allowed only in designated swimming areas.
 - b. Glass containers and bottles are not allowed in beach or designated swimming areas.
 - c. Fires and grills are not allowed in beach areas.
 - d. U.S. Coast Guard-approved life jackets are allowed and encouraged. Inflatable toys, such as inner tubes, rafts, or loungers are not allowed.
 - e. All lifeguard or staff directions and instructions must be followed at all times.
- 11. Fishing
 - a. All Minnesota State Statutes and Rules must be followed at all times.
 - b. Fishing is not allowed in prohibited areas.
 - c. Spearing, netting, and trapping any aquatic animals is prohibited.
 - d. Ice-fishing houses must use boat launches to access the water and cannot be kept on park property.
- 12. Boating
 - a. Boats must be launched only in designated areas, such as boat launches.
 - b. Boats cannot be left unattended.
 - c. Boats, including boats towing people (water skiers, towable tubes), must be operated at least 100 feet away from swimming areas.
 - d. Operators of boats are not allowed to create a wake that will damage, injure, or disturb people or park property.
 - e. All watercraft must be inspected for and removal of any aquatic plants or animals according to guidelines at ramseycounty.us/ais. Minnesota Statutes, Chapter 84D, Invasive Species also applies.
- 13. Bicycles

- a. Bicyclists must operate bicycles in a safe manner at all times, staying as close to the right-hand side of the trail as safe conditions allow.
 - b. Bicyclists and off-road cyclists must yield to pedestrians and pass with care.
 - c. Bicycles must be operated only on paved trails, except for designated off-road biking trails.
 - d. Bicyclists must follow all Minnesota State Statutes regarding bicycles.
 - e. Electric bicycles are allowed on paved trails, and must be operated safely at speeds below 20 mph.
14. Skating: Roller-Skating, In-Line Skating, Skateboarding, Scootering
- a. Skaters must skate only on paved trails and in a safe manner, staying as close to the right-hand side as safe conditions allow.
 - b. Skating is not allowed in any park building or shelter.
 - c. Electric scooters and similar electric skate equipment are allowed only on paved trails and must be operated safely at speeds below 20 mph.
15. Winter Activities
- a. Cross-country skiing is allowed only on designated trails and with a Ramsey County approved ski trail pass.
 - b. Groomed cross-country ski trails are for skiers only. Pedestrians and snowshoers are not allowed on groomed ski trails.
 - c. Snowshoeing and cross-country skiing is allowed in Park areas open to the public. Snowshoers and skiers must not damage trees or plants.
 - d. Snowmobiles are only allowed in Parks in winter at boat launch parking lots as a way to get slowly and safely from a trailer directly to the lake.
 - e. Other winter activities, such as skating, sledding, and fat tire biking, are allowed only in designated park areas.
16. Golf
- a. Golfing is allowed only on golf courses.
 - b. Only approved tournaments are allowed.
 - c. Entering or exiting a golf course is allowed only through a designated entrance or exit area.
17. Horseback Riding
- a. Horseback riding is not allowed in Parks.
18. Camping
- a. Setting up a tent or other temporary shelter or maintaining a campsite or temporary lodging or sleeping place is not allowed in any Park.
19. Geocaching
- a. Placement of geocaches is allowed only by permit.
 - b. Caches must be more than 1/10th of a mile apart.
 - c. Dangerous or illegal material may not be placed in a cache.
20. Aviation
- a. Aviation takeoffs or landings, including toy planes, drones, hot air balloons, and rockets are not allowed in any Park.
 - b. Drones may be operated only in designated areas.

Motorized Vehicles

21. Motorized Recreation Vehicles

- a. Motorized recreation vehicles, such as ATVs or UTVs are not allowed in any Park, except for snowmobiles, as stated in Section 15.d of this Ordinance. Power-driven mobility devices used by people with disabilities are allowed in Parks.

22. Vehicle Operation

- a. Vehicles must be operated only on roadways and in parking areas.
- b. Vehicles must be operated at less than 15 miles per hour, or at the posted speed limit.
- c. Drivers must follow all Minnesota State Statutes and operate vehicles in a safe manner.
- d. Vehicles must not be used to access private property through park property.
- e. Vehicles must not emit excessive noise, fumes, or other pollutants.
- f. Drivers must yield to pedestrians and bicycles.
- g. Except for emergencies: Washing, greasing, changing oil, servicing, or repairing any vehicle is not allowed in any Park.
- h. Drinking alcohol in a vehicle is not allowed in any Park.

23. Vehicle Parking

- a. Vehicles may be parked only in designated areas.
- b. Parking in any spot with yellow-painted curbs or no parking signs is not allowed.
- c. Handicapped-accessible parking is reserved only for persons with a handicapped vehicle license or permit.
- d. Boat trailers must be parked only in parking spots and lots designated for boat trailers.
- e. Equipment or materials cannot be parked or staged on park property.

Enforcement

Where appropriate, the preferred method of enforcement will be a request for voluntary compliance. Failure to comply may result in the issuance of an administrative citation according to the Ramsey County administrative ordinance section 6.02.B, and the schedule of civil penalties adopted by the Board, available at ramseycounty.us/parkrules. Failure to comply may also result in the loss of park or recreation facility use privileges and ejection from the park for at least 24 hours. Responding Park staff or law enforcement will exercise appropriate enforcement discretion as circumstances warrant, including enforcement pursuant to applicable state statutes.

For violations associated with a permit fee, such as picnic shelter use or cross-country ski passes, the fee may be added to the civil penalty.

Payment of administrative citations is due within 20 business days of the issuance of the citation, or within 20 business days following a finding of a violation by a Hearing Office as set forth in Ramsey County administrative ordinance, section 6.02.

Appeal process for administrative citations issued pursuant to this Ordinance is outlined in Ramsey County administrative ordinance, section 6.02.B.6.

Failure to respond to an administrative citation may result in the issuance of a misdemeanor citation.

Violations of Section 6, Firearms and Dangerous Weapons, will be enforced consistent with applicable State statutes.

Violations of Section 7, Fireworks, will be enforced consistent with applicable State statutes.

Repeat or ongoing offenses may result in a civil penalty per day, as well as trespass from park property.

Severability

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portion of the Ordinance. The Board hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

Conflict

The existing Ramsey County Parks and Recreation Ordinance, adopted on February 11, 1992, and amended on April 27, 2007, and any rules and regulations in conflict with this Ordinance, or any parts of this Ordinance, are repealed.

Enactment

This Ordinance shall be in full force and effect from and upon publication after it is approved by the Ramsey County Board of Commissioners.

Captions and Headings

The captions and headings used in this Ordinance are for convenience of reference only and do not define or limit the contents of each paragraph.

Amendments

This Ordinance may be amended from time to time by the Ramsey County Board of Commissioners according to the provisions of the Ramsey County Charter.

PROPOSED SCHEDULE OF EVENTS
Parks and Recreation Ordinance Revision

January 18, 2022	First Reading of Ordinance Set Date for Public Hearing
January 26, 2022	Publication of Public Hearing Notice
February 8, 2022	Second Reading of Ordinance Hold Public Hearing
February 22, 2022	Action on Adoption of Ordinance
April 8, 2022	Effective date of Ordinance (45-day referendum periods ends)

**NOTICE OF PUBLIC HEARING
RAMSEY COUNTY
BOARD OF COMMISSIONERS**

Notice is hereby given by the Ramsey County Board of Commissioners that a public hearing will be held on February 8, 2022, at 9:00 a.m., or as soon thereafter as possible, in the Council Chambers of the Ramsey County Court House (located at 15 West Kellogg Boulevard, Saint Paul, MN 55102), with regards to the revised Ramsey County Parks and Recreation ordinance and to afford the public an opportunity to comment on the revised ordinance.

The Ramsey County park ordinance was adopted in 1992 and last amended in 2007. The purpose is to promote the safety, health, enjoyment, and welfare of everyone in their use of parks, and to protect park property and resources. The Park Ordinance requires routine updating to stay current and align with community needs.

The ordinance revision process aims to:

- Respond to long-standing community feedback about park access
- View the ordinance through a racial equity lens
- Modernize the ordinance while addressing contemporary park issues
- Make changes that result in an ordinance that is equitable, consistent, and streamlined; promotes greater enjoyment of the parks; ensures user safety; and protects park facilities, property, and natural resources for everyone to enjoy.

Materials related to this revised ordinance and community feedback engagement analysis can be found at: <https://www.ramseycounty.us/residents/parks-recreation/21st-century-parks-initiative/park-ordinance-project>.

The entire proposed Ordinance can be found on Ramsey County's web site www.ramseycounty.us (under the Public Hearings and Notices section on the Board of Commissioners' page), or obtained by contacting the chief clerk.

Persons who intend to testify are encouraged to sign up online at ramseycounty.us/chiefclerk or contact the Chief Clerk at 651-266-8014 prior to Tuesday, February 8, 2022.

There will be limited space in the Council Chambers for in-person testimony due to social distancing requirements and masks will be required. If in-person testimony is not feasible, comments may alternatively be provided via the following methods:

- Virtually via Zoom webinar:
<https://zoom.us/j/92175606811?pwd=dkwxExCSXVjVysOVnlwdEFWckJtQT09>
Webinar ID: 921 7560 6811 | Passcode: 363527 | Phone: 651-372-8299
- Email: chiefclerk@ramseycounty.us
- Phone: 651-266-8014
- Written letter to: Chief Clerk, 15 Kellogg Blvd West, 250 Courthouse, Saint Paul, MN 55102

Board of Commissioners

Request for Board Action

Item Number: 2022-011

Meeting Date: 1/18/2022

Sponsor: Housing Stability

Title

Presentation: Housing Stability Project Update

Recommendation

None. For information and discussion only.

Background and Rationale

In the past two years, Ramsey County has taken extensive action to address the changing needs of the homeless population. The homeless population was generally served by placing people in congregate shelters where many beds would be in the same room. There were also many encampments that occurred in public areas.

During the pandemic, there was an urgent need to change how individuals experiencing homelessness were served and to end large encampments and congregate settings where people were living very close to each other. The county opened several homeless shelters with individual rooms for single people, couples, and family units to adhere to the Center for Disease Control (CDC) guidelines on social distancing. This included hotels such as Como Park and Capital Ridge and other facilities such as Luther Seminary, Mary Hall, and the use of the former Bethesda Hospital as a shelter and respite facility.

Attachments

None.