



Board of Commissioners

Agenda

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

November 12, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

- 1. Agenda of November 12, 2024 is Presented for Approval** [2024-271](#)
Sponsors: County Manager's Office
Approve the agenda of November 12, 2024.
- 2. Minutes from November 5, 2024 are Presented for Approval** [2024-383](#)
Sponsors: County Manager's Office
Approve the November 5, 2024 Minutes.

PROCLAMATION

- 3. Proclamation: Transgender Day of Remembrance** [2024-498](#)
Sponsors: Human Resources

PRESENTATION

- 4. Presentation: 2024 Emerging and Diverse Developers Program Graduation** [2024-495](#)
Sponsors: Community & Economic Development
None. For information and discussion only.

ADMINISTRATIVE ITEMS

- 5. Certification of Property Assessed Clean Energy Charges for Energy Improvements** [2024-494](#)
Sponsors: Community & Economic Development
 1. Request the County Auditor to extend the proposed special assessment plus interest on the following property:
Owner: East Immanuel Lutheran Church

Property Address: 1173 Payne Avenue, Saint Paul, MN 55130
PIN: 29-29-22-12-0082
Project Type Heating, Ventilation and Air Conditioning (HVAC) improvements
Assessment Request: \$205,000
Interest Rate: 6.00%
Interest Starts Accruing: 01/01/2025
Finance Period: 12 years

Such assessments shall be payable in equal annual principal and interest installments extending over the term of the special assessment. The first of the installments shall be payable with general property taxes in 2024, and shall bear interest at the rates per annum and interest start date stated above, and to the first installment shall be added interest on the entire assessment from the interest start date until December 31 of the tax payable year to which the first installment will be extended, and to each subsequent installment, when due, shall be added interest for one year on all unpaid installments and to each installment shall also be added the special assessment administration fee required by Minnesota Statutes section 429.061, subdivision. 5.

2. Direct the Chief Clerk to send a certified copy of this Resolution to the County Auditor to extend the assessment for East Immanuel Lutheran Church on the property tax lists of the county.

6. Agreement with Berwald Roofing, Inc. for the Ramsey County Sheriff's Water Patrol Station Roof Replacement Project [2024-497](#)

Sponsors: Property Management

1. Approve the selection of and agreement with Berwald Roofing, Inc., 2440 North Charles Street, North Saint Paul, MN 55109, for the Ramsey County Sheriff's Water Patrol Station Roof Replacement project, for the period of November 13, 2024 through November 12, 2025, in the not-to-exceed amount of \$714,700.
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.

7. Charitable Gambling License with White Bear Township for White Bear Lake Hockey Association and MC's Taco & Tequila. [2024-506](#)

Sponsors: Property Tax, Records & Election Services

1. Approve the application requesting a premises permit for MC's Taco & Tequila in White Bear Township for lawful gambling activity for the White Bear Lake Hockey Association.
2. Authorize the Chair and Chief Clerk to sign the application.

8. Disclaim and Extinguish Interest in Unused Right-of-Way [2024-507](#)

Sponsors: Public Works

1. Approve the disclamation and extinguishment of the county's interest in the unused county road right-of-way located west of Centerville Road and north of Koehler Road in Vadnais Heights in the Southeast Quarter of Section 29, Township 30, Range 22 in Ramsey County, Minnesota.
2. Request that a copy of this resolution be filed with the County Auditor and County Registrar.

9. Public Works Construction Quarterly Report for July 1, 2024 through September 30, 2024 [2024-509](#)

Sponsors: Public Works

Accept the Public Works Construction Quarterly Report for the period of July 1, 2024 through September 30, 2024.

10. Amendment to the Grant Agreement with Minnesota Department of Human Services for Mental Health Urgent Care for Youth in Crisis Pilot Project [2024-487](#)

Sponsors: Social Services

1. Approve an amendment to the grant agreement with Department of Human Services for the extension of a pilot project to expand the Mental Health Urgent Care Facility for the period upon execution through June 30, 2025 in the amount of \$814,525.
2. Authorize the Chair and Chief Clerk to execute the amendment.
3. Authorize the County Manager to execute amendments to the grant agreement in the form approved by the County Attorney's Office.
4. Authorize the County Manager to enter into agreements and execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of grant funding.

11. Amendment to the Grant Agreement with the Minnesota Department of Public Safety for Sexual Assault Services [2024-484](#)

Sponsors: Public Health

1. Approve an amendment to the grant agreement with the Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services for sexual assault services for the period upon execution through September 30, 2025, in the amount of \$347,314.
2. Authorize the Chair and Chief Clerk to execute the amendment.
3. Authorize the County Manager to execute amendments to the grant agreement in the form approved by the County Attorney's Office.

12. Amendment to the Grant Agreement with Minnesota Department of Public Safety, Office of Justice Programs Crime Victim Services, Violence Against Women's Act STOP Grant [2024-499](#)

Sponsors: Public Health

1. Approve the amendment to the grant agreement with Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services for the period upon execution through June 30, 2025.
2. Authorize the Chair and Chief Clerk to execute the amendment.
3. Authorize the County Manager to execute amendments to the grant agreement in a form approved by the Ramsey County Attorney's Office.

ORDINANCE PROCEDURES

13. 2025 Capital Improvement Program Bond Ordinance - Waive First Reading and Set Public Hearing Date [2024-445](#)

Sponsors: Finance

1. Waive the first reading of the proposed 2025 Capital Improvement Program Bond Ordinance.
2. Set the Public Hearing date of December 3, 2024, at 9 a.m. or as soon as possible thereafter, in the Council Chambers, third floor of Ramsey County Courthouse, 15 West Kellogg Boulevard, Saint Paul, MN, 55102 to afford the public an opportunity to comment on the proposed 2025 Capital Improvement Program Bond Ordinance.

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

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

10:30 a.m. Board Workshop: Ramsey County Mobile Crisis Services

Courthouse Room 220, Large Conference Room

Public access via Zoom:

Webinar ID: 945 2405 1145 | Passcode: 590044 | Phone: 651-372-8299

12:00 p.m. Joint County-Courts Meeting

Courthouse Basement Room 42

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

Re: Holmes v. Ramsey County

Courthouse Room 220, Large Conference Room

Advance Notice:

November 19, 2024 County board meeting – Council Chambers

November 26, 2024 County board meeting – Council Chambers

December 03, 2024 County board meeting – Council Chambers

December 10, 2024 No county board meeting – Association of Minnesota Counties Annual Conference



Board of Commissioners

Request for Board Action

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

Item Number: 2024-271

Meeting Date: 11/12/2024

Sponsor: County Manager's Office

Title

Agenda of November 12, 2024 is Presented for Approval

Recommendation

Approve the agenda of November 12, 2024.



Board of Commissioners

Request for Board Action

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

Item Number: 2024-383

Meeting Date: 11/12/2024

Sponsor: County Manager's Office

Title

Minutes from November 5, 2024 are Presented for Approval

Recommendation

Approve the November 5, 2024 Minutes.

Attachments

1. November 5, 2024 Minutes

November 5, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:02 a.m. with the following members present: Frethem, McGuire, Moran, Xiong, and Chair Reinhardt. Commissioner Ortega joined the board meeting remotely pursuant to Minnesota Statutes 13D.02, Subdivision 1(b). Also present were Ling Becker, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

Commissioner Xiong was absent during Roll Call. She arrived at 9:04 a.m. and was present for the rest of the board meeting.

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

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Read by Commissioner McGuire.

1. Agenda of November 5, 2024 is Presented for Approval [2024-269](#)

Sponsors: County Manager's Office

Motion by McGuire, seconded by Frethem. Motion passed.

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

2. Minutes from October 15, 2024 are Presented for Approval [2024-270](#)

Sponsors: County Manager's Office

Motion by Frethem, seconded by McGuire. Motion passed.

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

ADMINISTRATIVE ITEMS

3. Project Budget and Financing Plan for East Building File Project [2024-457](#)

Sponsors: Health and Wellness

Motion by McGuire, seconded by Moran. Motion passed.

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

Resolution: [B2024-209](#)

5. Single Source Agreement with Youthprise for Youth Services [2024-452](#)

Sponsors: Community Corrections

Motion by McGuire, seconded by Moran. Motion passed.

Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-210](#)

6. Appointments to the Corrections Advisory Board [2024-479](#)

Sponsors: Community Corrections

Motion by McGuire, seconded by Moran. Motion passed.
Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-211](#)

7. Appointment to the Ramsey-Washington Metro Watershed District [2024-500](#)

Sponsors: Board of Commissioners

Motion by McGuire, seconded by Moran. Motion passed.
Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-212](#)

8. Appointments to the Capital Improvement Program Advisory Committee [2024-478](#)

Sponsors: Finance

Motion by McGuire, seconded by Moran. Motion passed.
Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-213](#)

9. Appointments to the Workforce Innovation Board of Ramsey County [2024-474](#)

Sponsors: Workforce Solutions

Motion by McGuire, seconded by Moran. Motion passed.
Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-214](#)

10. Appointments to the Ramsey County Library Advisory Board [2024-453](#)

Sponsors: Library

Motion by McGuire, seconded by Moran. Motion passed.
Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-215](#)

11. Gift From Myrna Boyken to the Ramsey County Library [2024-477](#)

Sponsors: Library

Motion by McGuire, seconded by Moran. Motion passed.
Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-216](#)

12. Agreement with Cool Air Mechanical, Inc. for Ramsey County Courthouse/City of Saint Paul City Hall Chilled Water System Improvements Project [2024-473](#)

Sponsors: Property Management

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

Resolution: [B2024-217](#)

13. Professional Services Agreement with Apex Facility Solutions for Guaranteed Energy Savings Project Directed Engineering Study [2024-475](#)

Sponsors: Property Management

Motion by McGuire, seconded by Moran. Motion passed.
Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-218](#)

14. Joint Powers Agreement with the State of Minnesota for Election Recount Services [2024-482](#)

Sponsors: Property Tax, Records & Election Services

Motion by McGuire, seconded by Moran. Motion passed.
Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-219](#)

4. Fourth Amendment to the Joint Powers Agreement with the Ramsey/Washington Recycling and Energy Board [2024-472](#)

Sponsors: Public Health

Discussion can be found on archived video.

Motion by McGuire, seconded by Frethem. Motion passed.
Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-220](#)

15. Operation Green Light for Veterans [2024-529](#)

Sponsors: Veterans Services

Discussion can be found on archived video.

Motion by Frethem, seconded by McGuire. Motion passed.
Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-221](#)

ORDINANCE PROCEDURES

16. Proposed Ramsey County Arts and Culture Advisory Commission Ordinance - Waive First Reading and Set Public Hearing Date [2024-461](#)

Sponsors: Board of Commissioners, Economic Growth and Community Investment

Commissioner Frethem made a substitute motion, seconded by Xiong, to replace the name of the commission from "Ramsey County Arts and Culture Advisory Commission" to "Ramsey County Arts, Culture and Creative Enterprise Advisory Commission." Motion passed.

Motion by Frethem, seconded by Xiong. Motion passed.
Aye: Frethem, McGuire, Moran, Ortega, Reinhardt, and Xiong
Resolution: [B2024-222](#)

COUNTY CONNECTIONS

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

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

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

ADJOURNMENT

Chair Reinhardt declared the meeting adjourned at 10:22 a.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2024-498

Meeting Date: 11/12/2024

Sponsor: Human Resources

Title

Proclamation: Transgender Day of Remembrance

Attachments

1. Proclamation

Proclamation

WHEREAS, Transgender Day of Remembrance, observed annually on November 20, honors the memory of transgender and gender expansive individuals whose lives were lost tragically and inhumanely in acts of violence, with at least 27 transgender and gender-expansive people killed in the United States in 2024 alone; and

WHEREAS, Anti-transgender bigotry and violence against transgender individuals, 74% of whom were BIPOC, continues to be a national crisis, especially as black transgender women face a significantly higher risk of fatal violence, accounting for 48% of the murders of transgender and gender expansive people in 2024; and

WHEREAS, More than two million transgender people in the United States continue to endure disproportionate levels of discrimination, housing instability and employment challenges, with studies showing that nearly one in four transgender people has faced discrimination at work, and one in five transgender individuals has experienced homelessness in their lifetime; and

WHEREAS, Ramsey County stands committed to fostering a community of inclusivity and safety, ensuring that all residents, including and especially those at the intersection of diverse racial, ethnic, gender identities and expressions, have access to equal rights, resources and opportunities to thrive without fear; and

WHEREAS, Ramsey County acknowledge the resilience, strength, and contributions of transgender and gender expansive individuals in Ramsey County, and recognize that now more than ever transgender and gender-expansive individuals need active, informed Ramsey County allies to help them in their fight for equality and justice; and

WHEREAS, On this day, Ramsey County reaffirms its dedication to advancing policies and initiatives that support and protect the transgender community, while remembering those Ramsey County has lost, and committing to building a future where transgender individuals are no longer targets of intimate partner violence, gun violence and murders based on anti-transgender hatred; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares November 20, 2024, as Transgender Day of Remembrance in Ramsey County, encouraging all residents to reflect on the impact of anti-transgender violence and join in efforts to promote safety, equity, and respect for all.



Victoria Reinhardt, Board Chair, District 7



Nicole Frethem, Commissioner, District 1



Mary Jo McGuire, Commissioner, District 2



Rena Moran, Commissioner, District 4



Rafael Ortega, Commissioner, District 5



Mai Chong Xiong, Commissioner, District 6



Ling Becker, County Manager



Board of Commissioners

Request for Board Action

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

Item Number: 2024-495

Meeting Date: 11/12/2024

Sponsor: Community & Economic Development

Title

Presentation: 2024 Emerging and Diverse Developers Program Graduation

Recommendation

None. For information and discussion only.

Background and Rationale

The Community and Economic Development (CED) department contracted with NEOO Partners to provide technical assistance services for emerging and diverse developers. The technical assistance program consisted of an eight-week educational cohort, small group sessions and advanced coaching. Developers learned the basics of housing development, honed their proformas and prepared applications for funding opportunities in CED. Emerging and diverse developers who completed the cohort will be celebrated in person with a graduation ceremony at the regularly scheduled Ramsey County Board meeting.

Attachments

None.

Board of Commissioners

Request for Board Action

Item Number: 2024-494

Meeting Date: 11/12/2024

Sponsor: Community & Economic Development

Title

Certification of Property Assessed Clean Energy Charges for Energy Improvements

Recommendation

1. Request the County Auditor to extend the proposed special assessment plus interest on the following property:

Owner: East Immanuel Lutheran Church

Property Address: 1173 Payne Avenue, Saint Paul, MN 55130

PIN: 29-29-22-12-0082

Project Type Heating, Ventilation and Air Conditioning (HVAC) improvements

Assessment Request: \$205,000

Interest Rate: 6.00%

Interest Starts Accruing: 01/01/2025

Finance Period: 12 years

Such assessments shall be payable in equal annual principal and interest installments extending over the term of the special assessment. The first of the installments shall be payable with general property taxes in 2024, and shall bear interest at the rates per annum and interest start date stated above, and to the first installment shall be added interest on the entire assessment from the interest start date until December 31 of the tax payable year to which the first installment will be extended, and to each subsequent installment, when due, shall be added interest for one year on all unpaid installments and to each installment shall also be added the special assessment administration fee required by Minnesota Statutes section 429.061, subdivision. 5.

2. Direct the Chief Clerk to send a certified copy of this Resolution to the County Auditor to extend the assessment for East Immanuel Lutheran Church on the property tax lists of the county.

Background and Rationale

On November 24, 2015, the Ramsey County Board of Commissioners approved an agreement with the Saint Paul Port Authority (SPPA) for the administration and implementation of Property Assessed Clean Energy Program of Minnesota (PACE OF MN) on behalf of county for energy improvements to eligible properties and providing for the imposition of special assessments as needed in connection with the program (Resolution B2015-355).

Per Minnesota Statutes, Section 429.061, the Ramsey County Board is required to adopt by resolution each assessment. This action is the 68th certification of PACE OF MN special assessments; the first was completed December 22, 2015. With these special assessments, property owners have invested over \$62.9 million in energy improvements.

New Assessment

The following property owner has submitted an application to SPPA:

Owner: East Immanuel Lutheran Church

Property Address: 1173 Payne Avenue, Saint Paul, MN 55130
 PIN: 29-29-22-12-0082
 Project Type Heating, Ventilation and Air Conditioning (HVAC) improvements
 Assessment Request: \$205,000
 Interest Rate: 6.00%
 Interest Starts Accruing: 01/01/2025
 Finance Period: 12 years

SPPA has reviewed the application of East Immanuel Lutheran Church and determined the interested property owner meets all eligibility requirements. SPPA, on behalf of the property owner, requests the county apply special assessments and collect repayment on property tax bills on behalf of the SPPA.

The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property. An owner may at any time thereafter, pay to the County Auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

PACE OF MN Process/Eligibility/Requirements

Commercial and industrial businesses, non-profits (including religious institutions), and owners of multi-family housing are eligible for PACE OF MN. Approved projects are eligible for 100% financing from SPPA and other non-county sources and the repayment schedule is structured to have an immediate positive cash flow. Interest rates vary depending on the length of the financing term and include SPPA processing charges.

Interested applicants for the PACE OF MN program can connect with the SPPA. Applicants are required to be the legal owner of the property and all of the legal owners of the property must agree to participate. The interested property owner must be current on any existing mortgage and the property owner must not have defaulted on the deeds of trust. Property must not be subject to any involuntary liens or judgments, not be delinquent on property taxes and the property owner must not be in bankruptcy. SPPA performs a thorough credit analysis and applications are approved by the SPPA’s Credit Committee prior to the SPPA submitting an assessment request to the county.

Following review by SPPA, SPPA requests the county apply a special assessment and collect repayment on property tax bills on behalf of the SPPA. Loan payments for PACE OF MN projects cannot exceed the greater of 30% of the property’s assessed value as determined by the County Assessor or 30% of an appraised value that has been accepted or approved by the mortgage lender. The second clause allows PACE assessments to be applied to new construction where the value increase has not yet been realized from a property tax perspective. The assessment stays with the property in the event of a sale. The special assessment becomes a lien against the property at the point that it is extended to the tax rolls. If not timely paid, the special assessment would accrue penalties and interest as with other delinquent taxes and is subject to tax forfeiture. Unpaid assessments become a lien on the property like any other special assessment or unpaid property taxes.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

The Community and Economic Development (CED) department is actively exploring ways to better understand the racial equity impact of this program. Historically, this program has been utilized by a diverse range of participants, including larger, well-capitalized property owners, developers, religious institutions, and

non-profit organizations.

CED is collaborating with SPPA to identify opportunities to incorporate racial equity considerations into the program, including potential adjustments to its delivery. As part of future efforts, CED will be updating the Economic Competitiveness and Inclusion Vision Plan, which will offer an opportunity to further explore and address racial equity impacts. Ramsey County remains committed to ensuring the program is accessible, fair, and equitable for all. PACE special assessments are self-imposed by property owners, a financing option for energy efficiency improvements.

Community Participation Level and Impact

The Saint Paul Authority, PACE administrator for Ramsey County, engages businesses directly or through other economic development partners in increasing awareness of this program. The community is also informed of the availability of this program through the county’s website at:

www.ramseycounty.us/businesses/property-development/property-development-programs/property-assessed-clean-energy-program-pace ≤

<http://www.ramseycounty.us/businesses/property-development/property-development-programs/property-assessed-clean-energy-program-pace> ≥

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

The processing of loan applications to participate in the PACE OF MN program is the responsibility of the SPPA, with loan repayments being the responsibility of the property owner. Support services are provided by existing staff from CED and Property Tax, Records and Election Services and included in the biennial operating budget.

Last Previous Action

On October 15, 2024, the Ramsey County Board approved to extend a Certification of Property Assessed Clean Energy assessment plus interest on IVP St. Paul MF Conversion, LLC in the amount of \$15,789,000 (Resolution B2024-204).

Attachments

1. Request Letter from St. Paul Port Authority
2. PACE of MN Project and Assessment Tracking Sheet



October 16, 2024

Peiyu Phua
Ramsey County
Community and Economic Development
15 West Kellogg Boulevard, 210 Courthouse
Saint Paul, MN 55102

Dear Peiyu:

The Saint Paul Port Authority is requesting the Ramsey County Board to approve a Property Assessed Clean Energy (PACE) special assessment on the following parcels as requested by the property owners:

<u>Property Owner</u>	<u>Parcel Number</u>	<u>Assessment Amount</u>	<u>Amortization (years)</u>	<u>Interest Rate (%)</u>
East Immanuel Lutheran Church	29.29.22.12.0082	\$205,000	12	6.0%

As the administrator of PACE for Ramsey County, the Port Authority has reviewed this assessment and it has determined that the project conforms with the Minnesota PACE statutes. The current expected interest rate is **6.0%** and the term will be **12 years beginning in 2025**. I have attached the PACE application from the property owner and the energy assessment.

We are requesting your Board to take action on this request at its next available meeting.

Please let me know if you have any questions or concerns. I can be reached at 651-204-6216 if you would like to discuss this. Thank you for your help with this exciting project.

Sincerely,

A handwritten signature in blue ink that reads "Holly Huston".

Holly Huston
VP Finance
HKH



Property Assessed Clean Energy - PACE OF MN
Project/Assessment Tracking Sheet

\$ 62,883,759.50

PIN	Owner	Address	City	Zip	Assessment Date	Resolution #	Amount	Term (Years)	Interest Rate	Accrual Date	Improvements	Commissioner District
14-29-22-44-0007	Carol M Acosta DBA Playschool Childcare, Inc.	1709 McKnight Road	Maplewood	55109	12/22/15	B2015-410	\$ 75,000.00	10	4.50%	1/1/2016	20KW Photovoltaic Solar System	7
29-29-22-14-0182	Richard J F Kramer & Rosemary A Kramer DBA RJFK Media Associates, Inc.	965 Arcade St	Saint Paul	55106	12/22/15	B2015-410	\$ 30,000.00	10	4.50%	1/1/2016	12KW Photovoltaic Solar System	6
36-29-23-11-0003	Jade Holdings LLC DBA J&J Distributing	653 Rice St.	Saint Paul	55103	12/22/15	B2015-410	\$ 11,000.00	10	4.50%	1/1/2016	HVAC, lighting and controls	3
\$ 467,000.00												
\$ 54,000.00												
\$ 88,000.00												
06-28-22-11-0017	First Bank Building LLC	332 Minnesota St	Saint Paul	55101	5/24/16	B2016-144	\$ 5,000,000.00	20	5.52%	5/24/2016	HVAC; energy upgrades	5
13-29-22-44-0004	Tubman	2675 Larpenteur Ave E	Saint Paul	55109	5/24/16	B2016-144	\$ 46,000.00 Modified B2017-098 \$ 30,000.00	10	4.00%	6/1/2016	40 kw solar installations; energy upgrades	7
06-28-22-11-0005	375 Jackson Courtly LLC & 375 Jackson Willow, LLC	375 Jackson St #700w	Saint Paul	55101	6/21/16	B2016-167	\$ 672,000.00	20	5.47%	6/21/2016	HVAC; energy upgrades	5
\$ 728,000.00												
06-28-22-12-0119	US Bank Centre LLC	101 5th St E	Saint Paul	55101	6/21/16	B2016-167	\$ 3,820,000.00	20	5.47%	6/21/2016	HVAC; energy upgrades	5
29-29-22-13-0183	990 Payne Ave, LLC	990 Payne Ave	Saint Paul	55130	7/1/17	B2017-159	\$ 70,000.00	10	4.50%	7/1/2017	Energy efficiency	6
20-30-23-33-0030	United Church of Christ	1000 Long Lake Road	New Brighton	55112	7/1/17	B2017-159	\$ 85,100.00	10	4.50%	7/1/2017	23.04 kw solar installation	2
18-30-23-34-0077	Atonement Lutheran Church	1980 Silver Lake Road NW	New Brighton	55112	7/1/17	B2017-159	\$ 115,000.00	10	4.50%	7/1/2017	40 kw solar installation	2
27-29-23-13-0051	Atrium, LLC	1295 Bandana Blvd	Saint Paul	55108	11/7/17	B2017-278	\$ 120,000.00	10	4.50%	11/7/2018	Direct digital control system installation	3
31-29-22-14-0048	Positively 2nd St., LLC	628 Pine St	Saint Paul	55130	11/7/17	B2017-278	\$ 52,000.00	10	4.50%	11/7/2018	Building retrofitting	5
29-29-23-13-0058	Endicott, LLC	2325 Endicott St	Saint Paul	55114	11/7/17	B2017-278	\$ 390,000.00	10	4.50%	1/1/2018	152 kW rooftop solar installation	4
29-29-23-34-0027	Midway Commerical Building	2512 University Ave W	Saint Paul	55114	12/18/2018	B2018-351	\$ 74,000.00	10	4.50%	4/1/2018	Boiler	4
27-29-23-24-0250	Energy Park, LLC	1360 Energy Park Drive	Saint Paul	55114	12/18/2018	B2018-351	\$ 275,000.00	10	4.50%	4/1/2018	HVAC; energy upgrades	3
28-29-23-13-0008	MVP Real Estate, LLC	1771 Energy Park Drive	Saint Paul	55114	12/18/2018	B2018-351	\$ 145,928.00	10	4.50%	4/1/2018	40 kW rooftop solar installation	4
04-28-22-12-0037	Cerenity Marian of St. Paul, LLC	200 Earl St	Saint Paul	55114	12/18/2018	B2018-351	\$ 1,385,000.00	10	4.50%	4/1/2018	HVAC, Boiler and Chiller	5
29-30-23-21-0121	Hossein A. Jalali	991 9th Ave NW	New Brighton	55112	12/18/2018	B2018-351	\$ 55,000.00	10	4.50%	4/1/2018	20-kw Solar Installation	2
09-29-23-43-0002	Rosewood Office Plaza, LLC	1711 County Road B W	Roseville	55113	12/18/2018	B2018-351	\$ 130,000.00	10	4.50%	4/1/2018	HVAC; energy upgrades	2
01-28-23-12-0287	YWCA of St. Paul	375 Selby Ave	Saint Paul	55102	12/18/2018	B2018-351	\$ 245,000.00	10	4.50%	9/1/2018	HVAC; energy upgrades	4
29-29-23-42-0086	Precision Coatings, Inc.	2309 Wycliff St	Saint Paul	55114	12/18/2018	B2018-351	\$ 250,000.00	10	4.50%	4/1/2018	HVAC; energy upgrades	4
31-29-22-34-0203	Rebound Exchange, LLC	26 Exchange St E	Saint Paul	55101	12/18/2018	B2018-351	\$ 393,880.00	10	5.00%	1/1/2019	Energy efficiency	5
09-29-23-22-0015	Roseville Office Plaza, LLC	1970 Oakcrest Ave	Roseville	55113	12/18/2018	B2018-351	\$ 221,000.00	10	5.00%	1/1/2019	HVAC; energy upgrades	2
27-29-22-23-0077	Prosperity Properties, LLC	958 Prosperity Ave	Saint Paul	55106	12/18/2018	B2018-351	\$ 233,000.00	10	5.00%	1/1/2019	93 kW Solar Array	6
09-29-22-14-0010	Koobmoo Funeral Chapel, Inc.	1259 Gervais Ave E	Maplewood	55109	12/18/2018	B2018-351	\$ 109,000.00	10	5.00%	1/1/2019	40-kW solar array	7
20-29-22-44-0168	Koobmoo Funeral Chapel, Inc.	1235 Arcade St	Saint Paul	55106	12/18/2018	B2018-351	\$ 84,000.00	10	5.00%	1/1/2019	30-kW solar array	6



Property Assessed Clean Energy - PACE OF MN
Project/Assessment Tracking Sheet

\$ 62,883,759.50

PIN	Owner	Address	City	Zip	Assessment Date	Resolution #	Amount	Term (Years)	Interest Rate	Accrual Date	Improvements	Commissioner District
05-28-22-42-0013	RBP Realty, LLC	276 Chester St	Saint Paul	55107	12/18/2018	B2018-351	\$ 39,204.55	10	5.00%	1/1/2019	HVAC; energy upgrades	5
05-28-22-43-0029		296 Chester St					\$ 36,922.07					
05-28-22-43-0030		314 Chester St					\$ 17,922.08					
05-28-22-43-0031		334 Chester St					\$ 114,253.25					
05-28-22-43-0016		264 Lafayette Frontage Road E					\$ 155,698.05					
01-30-22-22-0019	PRC-WBMS, LLC	2310 Leibel St	White Bear Township	55110	5/14/2019	B2019-117	\$ 87,000.00	10	6.00%	1/1/2020	Solar Installation	1
06-28-22-12-0060	St Paul Building LLC	359 Wabasha St	Saint Paul	55107	10/1/2019	B2019-226	\$ 315,000.00	20	6.95%	1/1/2020	New cooling tower, building automation, and lighting upgrades	5
12-29-23-22-0006	Roseville Senior Living LLC	2600 Dale Street N	Roseville	55113	11/5/2019	B2019-248	\$ 3,850,000.00	20	6.65%	1/1/2021	HE roof and wall insulation, Energy Star windows, HE magic paks, HE air units, Energy Star water heaters, LED lights, HE appliances, etc.	2
08-28-22-22-0064	CIK Holding LLC	429 Wabasha St S	Saint Paul	55107	12/17/2019	B2019-314	\$ 58,500.00	10	5.00%	6/1/2019	Solar array	5
06-28-22-43-0042	DPN Properties LLC	120 W Plato Blvd	Saint Paul	55107	12/17/2019	B2019-314	\$ 187,300.00	10		9/1/2019	LED lighting, boiler, wastewater heat exchange	5
16-30-22-44-0025	Dulayne Properties LLC	4760 White Bear Pkwy	White Bear Lake	55110	12/17/2019	B2019-314	\$ 42,600.00	10	5.00%	7/1/2019	Solar array	7
16-30-22-44-0026					12/17/2019	B2019-314	\$ 34,700.00					
16-30-22-44-0027					12/17/2019	B2019-314	\$ 34,700.00					
20-29-22-12-0089	Akamai LLC	613 Hoyt Ave	Saint Paul	55130	12/17/2019	B2019-314	\$ 60,000.00	10	5.00%	10/1/2019	Rooftop solar	6
12-29-22-14-0078	NSP Post 39 American Legion	2678 East 7 th Ave	North Saint Paul	55109	12/17/2019	B2019-314	\$ 80,000.00	10	5.00%	6/1/2019	HVAC improvements	7
28-29-23-11-0031	3PL Holdings, LLC	1700 Wynne Ave	Saint Paul	55108	4/28/2020	B2020-090	\$ 2,435,777.00	10	4.15%	1/1/2021	Solar array	4
28-29-23-12-0006					4/28/2020	B2020-090	\$ 22,220.00					
28-29-23-12-0005					4/28/2020	B2020-090	\$ 79,280.00					
32-29-23-14-0005	Workshop Vandalia Owner, LLC	550 Vandalia St	Saint Paul	55108	6/16/2020	B2020-125	\$4,540,643	20	5.75%	10/15/2021	Roof replacement and insulation, HVAC equipment, LED lighting, building envelope, window replacement and glazing, and building insulation	4
					Amendment	B2023-130			6.15%			
35-30-23-23-0043	Belle Enterprises, LLC	3434 Lexington Ave N	Shoreview	55126	11/24/2020	B2020-235	\$193,000.00	10	5.00%	3/1/2020	Solar array, HVAC upgrades	1
35-29-23-32-0165	1000 University Ave Properties, LP	1000 University Ave	Saint Paul	55104	11/24/2020	B2020-235	\$260,000.00	10	5.00%	6/1/2020	Solar array	4
06-28-22-12-0068	Port Arthur Development, LLC	24 East 4th St	Saint Paul	55101	11/24/2020	B2020-235	\$361,000.00	10	4.25%	10/1/2020	LED lighting and automation controls	5
32-29-23-11-0043	Zone 5 Group, LLC	2161 University Ave W	Saint Paul	55114	12/22/2020	B2020-276	\$220,500.00	10	5.00%	1/1/2021	Solar array	4
36-29-23-12-0224	293 Como, LLC	293 Como Ave	Saint Paul	55103	2/16/2021	B2021-039	\$188,000.00	20	6.34%	1/1/2022	Roofing upgrades	3
34-29-23-34-0041	1457 Marshall LLC	1457 Marshall Ave	Saint Paul	55104	2/16/2021	B2021-039	\$380,000.00	20	6.34%	1/1/2022	Roofing upgrades and solar installation	4
12-29-23-22-0006	Roseville Senior Living, LLC	2600 Dale Street N	Roseville	55113	5/18/21	B2021-110	\$ 5,500,000.00	20	6.13%	1/1/2022	Energy conservation measures in new construction	2
07-28-22-14-0154	Michael Jurayj	631 Stryker Ave	Saint Paul	55107	8/24/21	B2021-182	\$ 17,000.00	10	4.25%	1/1/2022	Purchase and installation of solar panels and related equipment for producing electricity for the building	5
34-30-23-12-0010	Arden Hills RE, LLC	3565 Pine Tree Drive	Arden Hills	55112	9/21/21	B2021-202	\$ 9,661,690.00	20	5.95%	1/1/2024	Energy efficiency on new construction	1
					Amendment	B2023-230	\$ 9,674,748.00		5.87%			
05-28-22-33-0059	Drake Building, LLC	60 Plato Blvd	Saint Paul	55107	11/2/21	B2021-606	\$ 440,000.00	10	4.25%	1/1/2022	Energy efficient HVAC	5
27-29-22-23-0082	Hmong Village, LLC	1001 Johnson Pkwy	Saint Paul	55106	11/2/21	B2021-606	\$ 315,000.00	10	5.00%	1/1/2022	Lighting upgrade to LED	6
31-29-22-43-1573	HFS 428, LLC	428 Minnesota St	Saint Paul	55101	12/13/22	B2022-299	\$ 882,000.00	10	4.25%	1/1/2023	Energy efficient management system	5
31-29-22-43-1572					Amendment		\$ 733,683.50	8	4.25%			



Property Assessed Clean Energy - PACE OF MN
Project/Assessment Tracking Sheet

\$ 62,883,759.50

PIN	Owner	Address	City	Zip	Assessment Date	Resolution #	Amount	Term (Years)	Interest Rate	Accrual Date	Improvements	Commissioner District
06-28-22-43-0042	DPN Properties LLC	120 Plato Blvd W	Saint Paul	55107		B2023-130	\$ 300,000.00	10	6.00%	1/1/2024	Water and heat upgrades	5
34-29-23-11-0220	St. Paul Properties, LLC	701 Lexington Pkwy N	Saint Paul	55104		B2023-190	\$ 336,200.00	10	5.00%	1/1/2024	Heating, cooling, lighting, roof and solar upgrades	4
34-29-23-31-0029 34-29-23-31-0030	GA and J Properties LLC	1375 St Anthony Ave	Saint Paul	55104		B2024-032	\$ 34,000.00 \$ 189,000.00	10	7.00%	1/1/2025	Insulation, roof and solar upgrades	4
29-29-23-32-0036	Court West Business LLC	2610 University Ave West	Saint Paul	55114		B2024-190	\$ 353,000.00	10	5.50%	1/1/2025	Energy efficient HVAC	3
06-28-22-12-0033	IVP St. Paul MF Conversion, LLC	386 Wabasha Street North	Saint Paul	55102		B2024-204	\$ 15,789,000.00	29	7.82%	1/1/2026	Roof, lighting, building envelop, energy efficiency HVAC improvements	5
PROPOSED												
29-29-22-12-0082	East Immanuel Lutheran Church	1173 Payne Ave	Saint Paul	55130			\$ 205,000.00	12	6.00%	1/1/2025	HVAC improvements	3
REMOVED												
06-28-22-12-0033	St. Paul Wabasha Partners, LLC	386 Wabasha St N	Saint Paul	55102	2/16/2021	B2021-039	\$ 12,000,000.00	20	6.44%	1/1/2022	Energy efficiency improvements	5
27-29-23-13-0040	MINCAM – Minnesota Cameroon Community – C/O Dr. Robert Tamukong	1020 Bandana Blvd W	Saint Paul	55108	5/24/16	B2016-144 <i>Removal B2017-040</i>	\$ 194,000.00	10	4.50%		Connection to Energy Park Utility Company's District Energy System	3
27-29-23-13-0040	Minnesota Cameroon Community	1020 Bandana Blvd W	Saint Paul	55108	12/18/2018	B2018-351	\$ 250,000.00	10	5.00%	1/1/2019	Connection to Energy Park Utility Company's District Energy System	3

Board of Commissioners

Request for Board Action

Item Number: 2024-497

Meeting Date: 11/12/2024

Sponsor: Property Management

Title

Agreement with Berwald Roofing, Inc. for the Ramsey County Sheriff's Water Patrol Station Roof Replacement Project

Recommendation

1. Approve the selection of and agreement with Berwald Roofing, Inc., 2440 North Charles Street, North Saint Paul, MN 55109, for the Ramsey County Sheriff's Water Patrol Station Roof Replacement project, for the period of November 13, 2024 through November 12, 2025, in the not-to-exceed amount of \$714,700.
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.

Background and Rationale

Property Management utilized multiple building assessment consultants to review the conditions of the Ramsey County Sheriff's Water Patrol Station roof, and a determination was made that the facility's existing built-up roof is approaching the end of its life-cycle and is in need of replacement.

On August 28, 2024, in accordance with county procurement policies and procedures, a competitive solicitation for the project was issued. Below is the competitive solicitation summary:

- Request for Bids Title: Ramsey County Sheriff's Water Patrol Station Roof Replacement
- Request for Bids Release Date: August 28, 2024
- Request for Bids Response Due Date: October 10, 2024
- Number of Contractors Notified: 1316
- Number of Request for Bids Responses Received: 8
- Contractor Recommended: Berwald Roofing, Inc.

Ramsey County Property Management recommends Berwald Roofing, Inc. for the project award.

County Goals (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

Racial Equity Impact

The racial equity impact of this project is not fully known. The project will include workforce inclusion goals of 32% minority and 20% women, as well as a goal of utilizing 32% certified small businesses (SBEs) found in the Central Certification (CERT) Program directory recognized by the county as the acceptable source for SBE subcontractors and suppliers in conformance with the county's approved policy on workforce inclusion and contracting goals.

Community Participation Level and Impact

There is no community participation associated with this action.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Funding for the agreement with Berwald Roofing, Inc., in an amount of \$714,700, is available in the 2024 Ramsey County Sheriff's Water Patrol Station Roof Replacement Capital Improvement Program Budget.

Last Previous Action

None.

Attachments

1. Agreement with Berwald Roofing, Inc.

RAMSEY COUNTY PROCUREMENT CONTRACT

Parks and Recreation

PARKS&REC-Admin
2015 Van Dyke St
Maplewood MN 55109
USA

Supplier 0000023235
BERWALD ROOFING INC
2440 N CHARLES ST
NORTH SAINT PAUL MN 55109-3049
USA

Open **Dispatch via Print**

Contract ID CC003231		Page 1 of 1	
Contract Dates 11/13/2024 to 11/12/2025	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: WATER PATROL ROOF REPLACEMENT		Contract Maximum 714,700.00	

Tax Exempt? N Tax Exempt ID:

Contract Lines:

Line #	Supplier Item	Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1		Remodeling Construction Services	EA	1.00	0.00	0.00	0.00

PROVIDE ALL SUPPLIES, EQUIPMENT, MATERIALS , LABOR AND INCIDENTALS REQUIRED FOR THE RAMSEY COUNTY SHERIFF'S WATER PATROL STATION ROOF REPLACEMENT PROJECT IN ACCORDANCE WITH THE SOLICITATION RFB-PRMG32059-0-2024/KB RELEASED 8/28/2024 (WHICH INCORPORATES THE PROJECT SPECIFICATIONS AND PLANS) AND ALL ADDENDA, AND CONTRACTOR SOLICITATION RESPONSE DATED 10/10/2024.

TOTAL CONTRACT AMOUNT - \$714,700.00

CONTRACTOR CONTACT: EUGENE BERWALD
CONTRACTOR PHONE#: 651-777-7411
CONTRACTOR E-MAIL: EUGENEB@BERWALDROOFING.COM

COUNTY CONTACT: NICK FAHEY
COUNTY PHONE#: 612-499-0385
COUNTY E-MAIL: NICK.FAHEY@CO.RAMSEY.MN.US

REQ# PRMG32059

The Ramsey County General Contract/Agreement Terms and Conditions is attached hereto and incorporated by reference. This Ramsey County Procurement Contract, together with any documents incorporated herein by reference, constitutes the sole and entire agreement of the parties.

All shipments, shipping papers, invoices and correspondence must be identified with our Contract ID Number. Price increases will not be honored. Errors: In case of error in calculating or typing, the quoted unit price will be used as basis for correction of this order. Freight: Unless otherwise specified herein, prices are F.O.B. destination, with freight prepaid and included. Tax: Unless otherwise specified herein, prices are inclusive of applicable taxes.

Unauthorized



1. Contracting for Equity

1.1. Commitment to Advancing Racial Equity

The county is committed to advancing racial equity for its residents. The commitment is captured in the county's Advancing Racial Equity policy which states that "Racial equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

Consistent with the Advancing Racial Equity policy, contractors will take all reasonable measures to advance racial equity during contract performance. Contractors will recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and procedures. Contractors will be equitable, inclusive, transparent, respectful and impactful in serving and engaging residents. Contractors will have meaningful and authentic engagement with community and employees to strengthen the administration, development and implementation of policies and procedures to advance racial equity and ensure that all residents in need have awareness of and access to contracted services.

Please review Ramsey County's [Advancing Racial Equity policy](#) to learn more about Ramsey County's commitment to racial equity.

1.2. Non-Discrimination (In accordance with Minn. Stat. § 181.59)

Contractors will comply with the provisions of Minn. Stat. § 181.59 which require:

"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."

1.3. Equal Employment Opportunity and Civil Rights

1.3.1.

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record

(subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. Contractors will furnish all information and reports required by the county or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

1.3.2.

Contractors shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

1.3.3.

Contractors shall agree that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. §§12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

1.3.3.1.

Denied access to or opportunity to participate in or receive benefits from any service offered by contractors under the terms and provisions of this agreement; nor

1.3.3.2.

Subject to discrimination in employment under any program or activity related to the services provided by contractors.

1.3.3.3.

If it is discovered that a contractor is not in compliance with applicable regulations as warranted, or if the contractor engages in any discriminatory practices, as described above, then the county may cancel said agreement as provided by the cancellation clause of this agreement.

1.4. Utilization of Certified Vendors

The county has adopted the Principles for Inclusiveness in Contracting Program ("IICP") in order to increase the participation of small businesses ("SBEs") in the county's purchasing activities. The contracting inclusion goal for this Project is: 32%.

1.5. Diverse Workforce Initiative

The county has a goal of continuing to increase participation of qualified minorities and women in each county construction project. The county has established a goal of 20% women and 32% minority goal for site workforce utilization for the project.

1.6. Workforce and Contracting Inclusion Reporting

1.6.1. Contracting Inclusion

Contractors shall complete and submit Attachment B -- Contracting Inclusion Reporting Forms with monthly applications for payment or as otherwise directed by the county project manager.

The report shall specify the project and contract number and include:

Ownership: Including but not limited to CERT small business enterprises (SBEs), minority owned enterprises (SMBEs), women owned enterprises (SWBEs), minority women owned enterprises (SWMBEs) and veteran enterprises (SVBEs).

- a. All certifications of the prime contractor.
- b. Name of sub-contractor and all certifications of each sub-contractor along with amounts paid to each sub-contractor to date.

1.6.2. Workforce Inclusion

Contractor (and all appropriate subcontractors) shall utilize County's LCP Tracker software system for submission of completed certified payroll reports and the LCP Tracker workforce inclusion 'Goal Report' with monthly applications for payment or as otherwise directed by the county project manager. County shall provide LCP Tracker training to Contractor if requested.

1.7. Diverse Workforce Inclusion Resources

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

1. <http://www.ramseycounty.us/jobconnect>
2. <http://www.ramseycounty.us/constructionconnect>

Job Connect and the Construction Connect 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 Connect is an online and in-person network dedicated to the construction industry. Construction Connect connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Connect is a tool for contractors to help meet diversity hiring goals. Additional assistance is available through askworkforcesolutions@ramseycounty.us or by calling 651-266-9890.

2. General Contract/Agreement Terms and Conditions

2.1.

The Contract resulting from this solicitation shall contain the following terms and conditions stated in this Section 2.

2.2. Definitions

AGREEMENT

The entire and integrated written document between the Owner and the Contractor concerning the Work. The Agreement contains all Contract Documents, as defined below, and supersedes prior representations, and agreements, whether written or oral, and sets forth the parties

obligations, including but not limited to, the performance of the Work, the furnishing of labor and materials, and all other requirements in the Contract Documents.

AGGREGATE

Natural materials such as sand, gravel, crushed rock, or taconite tailings, and crushed concrete or salvaged bituminous mixtures, usually with a specified particle size, for use in base course construction, paving mixtures, and other specified applications.

BID

The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER

The individual or entity who submits a Bid to Owner.

CALENDAR DAY

Every day shown on the calendar, being 24 hours in length measured from midnight to the next midnight.

CONTRACTOR

The selected Bidder, an individual, firm, or corporation, contracting for and undertaking the completion of the prescribed Work; acting directly or through a duly authorized representative.

CONTRACT DOCUMENTS

Includes the Request for Bids (RFB), addenda, contractor bid, response forms, bonds, general terms and conditions, specifications, supplemental specifications, special provisions, plans, detail plans, Notice to Proceed, supplemental plans, change orders, supplemental agreements, field orders and shop plans.

CONTRACT PRICE

The total monetary amount to be paid to the Contractor for completion of the work in accordance with the Contract Documents as stated in the Agreement, including any approved Change Orders that have increased or decreased the original total monetary amount to be paid the Contractor.

CONTRACT TIME

The Substantial Completion date or number of calendar days allowed for substantial completion of the Work, including approved time extensions.

DETOUR

A road or system of roads, usually existing, designated as a temporary route by the Owner's Representative or Contractor to divert through traffic from a section of roadway being improved.

EASEMENT

A right acquired to use or control property for a designated purpose.

FIELD ORDER

A written order effecting change in the work not involving an adjustment in the contract price or an extension of the contract time, issued by the Owner's Representative to the Contractor during construction.

GUARANTEED ANALYSIS

A guarantee from a manufacturer, producer or supplier of a product that the product complies with the ingredients or specifications as indicated on the product label.

HOLIDAYS

The days of each year set aside by legal authority for public commemoration of special events, and on which no public business shall be transacted except as specifically provided in cases of necessity. Unless otherwise noted, holidays shall be as established in Min. Stat. Section 645.44.

INDUSTRY STANDARD

An acknowledged and acceptable measure of quantitative or qualitative value or an established procedure to be followed for a given operation within the given industry. This will generally be in the form of a written code, standard or specification by a creditable association.

MATERIALS

Any substances specified for use in the construction of the Project and its appurtenances.

PAY, BID OR CONTRACT ITEM

A specifically described unit of work for which a price is provided for in the Agreement.

NOTICE TO PROCEED

A written notice given to the Contractor by the Owner or Owner's Representative to proceed with the Work including, stating when applicable the date of the beginning of the Contract Time and the days until Substantial Completion is required or stating the date upon which Substantial Completion is to be achieved.

OWNER

The Owner of the Project is Ramsey County, and the term "Owner" shall mean the County.

OWNERS REPRESENTATIVE

An architect, designer, engineer, construction manager, or other person designated by the Owner to act on the Owner's behalf.

PLAN(S)

The plans, profiles, typical cross sections, and supplemental plans that show the locations, character, dimensions, and details of the work to be completed.

PROJECT

The Work to be performed under the Contract Documents.

PUNCH LIST

A notification to the contractor, in writing, of any particulars in which an inspection revealed that the Work is defective or incomplete.

SHOP DRAWINGS

All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.

SPECIFICATIONS

All directions, provisions, and requirements defining the materials and performance of the Work.

SUBCONTRACTOR

The subcontractor is an individual, firm or corporation acting for or on behalf of the Contractor in performing any part of the Work. The subcontractor has a direct contract with the Contractor or another subcontractor and not the Owner.

SUBSTANTIAL COMPLETION

That date as certified by the Owner's Representative when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Agreement, so that the Project or specified part can be utilized for the purposes for which it is intended.

SUPPLEMENTAL AGREEMENT

A written agreement between the Owner and the Contractor, covering the performance of extra work or other alterations or adjustments to the Work or any of the Contract Documents as provided for within the general scope of the Agreement, but which extra work or Change Order constitutes a modification of the Agreement as originally executed and approved.

SUPPLIERS

Any person, supplier or organization who supplies materials or equipment for the Work, including those fabricated to a special design, but who does not perform labor at the Project site.

WORK

The furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the Project and the carrying out of the duties and obligations of the Contractor under the Contract Documents.

2.3. Order of Governance

2.3.1.

The Contract Documents comprise the entire agreement between the County and the Contractor and supersede prior representations, understandings or agreements, whether written or oral. The Contract Documents shall be construed in accordance with Minnesota law and shall be deemed to incorporate Laws and Regulations whether in force before or after submission of Bids, with which the Contractor is required to comply. It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents. Any Work, materials, or equipment, whether or not specifically called for, that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be furnished and performed by the Contractor without change in the Contract Price or Contract Time.

2.3.2.

To resolve conflicts between various portions of the Contract Documents that may arise, priority and order of precedence shall be given to the Contract Documents as follows:

1. Change Order,
2. Field Order,
3. Other Supplemental Agreement,
4. Supplemental Specification,
5. Supplemental Plan,
6. Project Manual,
7. Specifications,
8. Plans,
9. General Contract/Agreement Terms and Conditions,
10. Ramsey County Procurement Contract
11. Addenda to the RFB,
12. Request for Bids (RFB)

2.3.3.

If discrepancies exist between dimensions in the Contract documents, the following order of precedence applies:

1. Plan dimensions,
2. Calculated dimensions,
3. Scaled dimensions.

The Owner and the Contractor shall inform each other as to any discrepancy or defect they discover in the Contract Documents. Neither the Contractor nor the Owner shall take advantage of any discrepancy or defect in the Contract Documents. The Owner will review the identified discrepancy or defect to determine if a revision to the Contract Documents is necessary. The Owner will decide all issues concerning a discrepancy or defect.

2.4. Payment

2.4.1.

If this is a lump sum contract for supplies, equipment, materials and labor, or construction, invoices shall include any applicable State or Federal sales, excise or other tax. Do not itemize tax separately.

2.4.2.

If this is a contract for supplies, equipment or materials purchased for a golf course or solid waste hauling and recycling, the contractor shall itemize any applicable State or Federal sales, excise or other tax separately on the invoice.

2.4.3.

Each invoice must include a progress report on achievement of project SBE and Workforce goals. No payment will be made until the invoice and progress report have been approved by the County.

2.4.4.

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

2.5. Application for Payments

2.5.1.

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

2.5.2.

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

2.5.3. Surety Deposit Requirement for Non-Minnesota Construction Contractors

For **any one contract** where the anticipated contract value of the construction portion of the contract exceeds \$50,000, the department must withhold 8 percent from payments and send the money to the Minnesota Department of Revenue. The department will hold the funds as surety for the payment of state taxes owed as a result of the contract. For more information about this law, including exceptions to the withholding requirement, visit the [MN Department of Revenue](#) or [Withholding Tax Fact Sheet 12 -- Surety Deposits for Non-Minnesota Construction Contractors](#).

2.5.4.

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. Payment for Materials stored will be conditioned on the following: The Contractor shall submit evidence to establish the Owner's title to such materials; acceptable provisions have been made for storage; the Contractor is responsible for all loss, theft, vandalism, storage and similar peril for the full value of the stored Material.

2.5.5.

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.

2.5.6.

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

2.5.7.

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.

2.5.8.

The Contractor shall pay the applicable prevailing wage rates at the time, during which, the work is being performed. Statement of Compliance for Ramsey County Contractors and Ramsey County Prevailing Wage Biweekly Payroll Report shall be completed and submitted per Ramsey County Prevailing Wage Ordinance No. 2013-329. See also Section 3.42.

2.5.9.

Payment for Materials stored will be conditioned on the following: The Contractor shall submit evidence to establish the Owner's title to such materials; acceptable provisions have been made for storage; the Contractor is responsible for all loss, theft, vandalism, storage and similar peril for the full value of the stored Material.

2.5.10.

The County and the Contractor must comply with Minn. Stat. § 15.72, Progress Payments on Public Contracts; Retainage. The County will reserve and release retainage in accordance with Minn. Stat. § 15.72, subd. 2. The County will reserve retainage of five percent from each progress payment on a public improvement contract. Consistent with Minn. Stat. §15.72, the Contractor shall pay all remaining retainage to its subcontractors no later than ten days after receiving payment of retainage from the County, unless there is a dispute about the work under a subcontract. If there is a dispute about the work under a subcontract, the Contractor must pay out retainage to any subcontractor whose work is not involved in the dispute, and must provide a written statement detailing the amount and reason for the withholding to the affected subcontractor.

2.5.11.

When any of the above grounds for which payment is being withheld is removed, payment shall be made for the amount withheld.

2.5.12.

At the time of Project close out, the Contractor shall submit the following listed items and the final payment and the remaining retained percentage shall become due until the Contractor submits to the Owner each of the following:

1. Contractor IC-134;
2. Subcontractor(s) IC-134;
3. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible, have been paid or otherwise satisfied (the form of affidavit for use by the Contractor and all Subcontractors will be provided by the Owner to the Contractor prior to Project close-out);
4. Consent of surety, if any, to final payment;
5. Submission of two copies of operation and maintenance manuals with provided warranty documentation for products;
6. Two copies of as-built plans identifying modifications to original plans;
7. If required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising from the Agreement, to the extent and in such form as may be designated by the Owner;
8. Temporary Certificate of Occupancy, if applicable;
9. Final Certificate of Occupancy;
10. Substantial completion on Certificate (signed by the Architect/Engineer and the Contractor);
11. Completed punch list signed by the Contractor;
12. Storm water NPDES Notice of Termination (if applicable);
13. All Prevailing Wage Reports through the completion of the Work;
14. Final SBE report;
15. Final Diverse workforce report;
16. Copies of Project records and evidence that all required operation and maintenance training has been completed and all required training manuals, videos and similar or related documents. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify it against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

Before final payment is made, the Contractor shall also make a satisfactory showing that it has complied with the provisions of Minn. Stat. § 290.92 requiring the withholding of state income tax from wages paid to the Contractor's employees for Work performed under the Agreement. Receipt by the Owner of a certificate of compliance from the Commissioner of Revenue will satisfy this requirement.

The Contractor has been advised that before the certificate can be issued Contractor must first place on file with the Commissioner of Revenue, an affidavit stating that Contractor has complied with the provisions of Minn. Stat. § 290.92. Unless the Contractor has presented an affidavit to the Owner's Representative showing that all claims against Contractor by reason of the Agreement have either been paid or satisfactorily secured, final payment may be withheld or a sufficient amount may be retained there from to cover the unpaid and potential claims.

2.6. Payment for Uncorrected Work

If the Owner directs the Contractor not to correct Work that has been damaged or that has not been performed in accordance with the Contract Documents, an equitable deduction from the Contract Price shall be made by means of a change order to compensate the Owner for the uncorrected Work.

2.7. Payment for Rejected Work and Materials

The removal of Work and Materials rejected and the re-execution of acceptable Work by the Contractor shall be at the expense of the Contractor, and they shall pay the cost of replacing the Work of other contractors destroyed or damaged by the removal of the rejected Work or Materials and the subsequent replacement of acceptable Work.

2.8. Payment for Extra Work

Written notice of claims for payments for extra Work ("Extra Work") shall be given by the Contractor within three (3) days after receipt of a Field Order from the Owner's Representative to proceed with the Extra Work and the written notice shall be made before any Extra Work is commenced by the Contractor, except in emergency situations endangering life or property. No claim for payment for the Extra Work shall be valid unless the written claim is made in the manner required by this Section. The Contractor shall submit to the Owner itemized estimate sheets showing all labor and material and items of cost of the Extra Work. If the Owner approves proceeding, a Change Order for the Extra Work shall be issued specifying an extension of the Contract Time, if any, and one of the following methods of payments: unit prices or combinations of unit prices which formed the basis of the original Contract; a lump sum based on the Contractor's estimate, approved by the Owner's Representative and accepted by the Owner; or actual cost plus overhead and profit for force account work.

2.9. Payment for Samples, Testing of Materials, and Compaction Testing

2.9.1.

Unless stated otherwise in the Contract Documents, testing of samples and Materials furnished shall be arranged and paid for by the Owner, unless the tests fail, in which case they shall be paid for by the Contractor. Compaction testing will be conducted and paid for by the Owner, unless the tests fail, in which case the Contractor shall pay for them.

2.9.2.

The Contractor shall submit samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and the actual component as delivered and installed. The Contractor shall transmit samples that contain multiple, related components such as accessories together in one submittal package. The Contractor shall maintain sets of approved samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set. The Contractor shall submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available. The Contractor shall submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. The Owner's Representative shall return the submittal with options selected.

2.10. Release of Liens

If required by the Owner, the Contractor shall submit other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens arising from the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may

furnish a bond satisfactory to the Owner to indemnify it against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

2.11. Materials Furnished by the Contractor

2.11.1.

All Materials used in the Work shall be new unless otherwise provided for in the Contract Documents, shall meet the requirements of the specification be in conformance with samples provided, and shall not be incorporated into the Work until reviewed by the Owner's Representative.

2.11.2.

Unless otherwise specifically indicated in the Contract Documents, all Materials necessary for the proper execution of the work shall be furnished and paid for by the Contractor, whether temporary or not and whether incorporated into the Work or not.

2.11.3.

Manufactured articles, Materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditions as specified by the manufacturer.

2.11.4.

Materials, supplied or equipment to be incorporated into the Work shall not be purchased by the Contractor or the subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

2.11.5.

The Owner may at its option pay for Materials that are purchased and stored offsite by the Contractor prior to their incorporation into the work.

2.12. Materials Furnished by Owner

Materials specifically indicated shall be furnished by the Owner. Before incorporating any of the Materials into the Work, the Contractor shall inspect the Materials so furnished by the Owner. If the Contractor discovers any latent defects in Material furnished by the Owner, they shall notify the Owner's Representative.

2.13. Storage of Materials

Materials shall be so stored by the Contractor as to insure the preservation of their quality and fitness for the Work. Stored Materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the owner or lessee thereof.

2.14. 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.

2.15. Successors, Subcontracting and Assignment

2.15.1.

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.

2.15.2.

After award, the Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the Owner and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all Subcontractors.

2.15.3.

The Contractor may utilize the services of specialty Subcontractors on those parts of the Work, which, under normal contracting practices, are performed, by specialty Subcontractors.

2.15.4.

If while completing the Project, additional Subcontractors are required, the Contractor shall notify the Owner in writing of the Subcontractor's name, contact information and the specific Work to be performed prior to the start of the work to be completed by the Subcontractor.

2.15.5.

The Contractor is responsible to the Owner for the acts and omissions of Contractor's Subcontractors, and of their direct and indirect employees, to the same extent as the Contractor is responsible for the acts and omissions of Contractor's employees.

2.15.6.

The Contract Documents shall not be construed as creating any contractual relations between the Owner or the Owner's Representative and any Subcontractor.

2.15.7.

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Contract Documents as far as applicable to the Subcontractor's Work.

2.15.8.

For convenience of reference and to facilitate the letting of contracts and subcontracts, the specifications are separated into titled sections. Such separations shall not, however, operate to make the Owner or Owner's Representative an arbitrator to establish limits to the contracts between the Contractor and Subcontractors.

2.15.9.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

2.16. Compliance With Legal Requirements

2.16.1.

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

2.16.2.

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 Work.

2.16.3.

If the Contractor observes that the specifications or drawings are at variance with any laws, ordinances, rules and regulations applicable to the Work, the Contractor shall give the Owner's Representative prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without prior written notice to Owner's Representative and the Owner's Representatives approval to proceed, the Contractor shall bear all costs arising therefrom; however, it shall not be the Contractor's primary responsibility to make certain that the Specifications and drawings are in accordance with such laws, ordinances, rules and regulations.

2.16.4.

The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the Work and other persons who may be affected thereby, all the Work and Materials or equipment to be incorporated therein, whether in storage on or off the site and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2.16.5.

The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. The Contractor will notify the Owner of adjacent utilities when prosecution of the Work may affect them. The Contractor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts either of them may liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the Contractor.

2.16.6.

The Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Owner's Representative has issued a notice to Owner and Contractor that the Work is acceptable.

2.16.7.

The Contractor shall designate a responsible member of their organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the Owner.

The Contractor shall at all times keep the chief of police, the fire chief, the city, county, state, and the Owner's Representative, informed of current traffic detours and patterns. If, at any time, the Contractor fails to adequately maintain any of the traffic control devices, the Owner's Representative may order the Contractor to install the devices, or have the County install, replace or maintain the devices and deduct the costs thereof from any monies due the Contractor. No direct compensation will be made for any flagmen required on the project under this Agreement. All necessary signing and barricading for lane closures and street closing shall be done in conformance with the "Minnesota Manual on Uniform Traffic Control Devices" and shall be the responsibility of the Contractor.

2.16.8.

In emergencies affecting the safety of persons or the Work or property at the site of the project or adjacent thereto, the Contractor, without special instruction or authorizations from the Owner's Representative or the Owner, shall act to prevent threatened damage, injury or loss. The Contractor shall give the Owner's Representative prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall there upon be issued covering the changes and deviations involved.

2.17. Permitting

Except for permits or fees specifically identified in the Contract Documents as responsibility of the Owner to pay, the Contractor shall secure and pay for necessary permits, approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures and for permanent changes in existing facilities. The Owner does not have information about nor is it in control of possible requirements which may be deemed necessary by permitting authorities in order for the Contractor to perform the Work. The Contractor shall plan and coordinate Work approach details with permitting officials to achieve any condition deemed necessary by the permitting authority. Additions to or changes in the Contractor's anticipated approach to the Work as the result of requirements specified by the permit authority are incidental and will not result in added cost to the Owner.

2.18. Data Practices

2.18.1.

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.

2.18.2.

The Contractor designates Eugene Berwald 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.

2.18.3.

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.

2.19. Security

2.19.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published by Information Services Information Security. The Policies are posted at <https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors>.

2.19.2.

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.

2.19.3.

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.

2.19.4.

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.

2.19.5.

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

2.20. 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.

2.21. Contractor's Insurance

2.21.1.

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.

2.21.2.

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.

2.21.3.

Commercial general liability of no less than \$1,000,000 per claim, \$5,000,000 per occurrence, \$5,000,000 general aggregate, \$5,000,000 products/completed operations total limit, \$5,000,000 personal injury and advertising liability.

2.21.3.1.

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.

2.21.4. Workers' Compensation

Contractor certifies it is in compliance with Minnesota Statutes Ch. 176 (Workers' Compensation). The Contractor's employees, subcontractors and agents will not be considered County employees. Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

Required minimum limits of \$500,000/\$500,000/\$500,000. Any claims that may arise under Minnesota Statutes Ch. 176 on behalf of these employees, subcontractors or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees, subcontractors or agents are in no way the County's obligation or responsibility.

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the County with a certificate of insurance.

2.21.5.

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.

2.21.6.

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.

2.21.7.

If the contractor is driving on behalf of the County but not transporting clients as part of the contractor's services under this contract, a minimum of \$500,000 combined single limit auto liability, including hired, owned and non-owned.

2.21.8.

Whenever work at issue under Contract involve potential pollution risk to the environment or losses caused by pollution conditions, including asbestos, that may arise from the operations of the Contractor or Contractor's subcontractors, Contractor shall include completed operations coverage for 3 years after substantial completion. Coverage shall apply to sudden and gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemical, liquids, or gases, natural gas, waste materials, or other irritants, contaminants or pollutants, including asbestos.

2.21.9.

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, professional liability and umbrella liability insurance required of the Contractor under this Agreement.

2.21.10. Railroad Protective

Where the contract requires work to be performed within 50 feet of the right-of-way of a railroad, the Contractor shall provide such insurance as the railroad company may require. The cost for such insurance shall be included in the construction budget as an allowance and itemized separately without any mark up.

2.21.11.

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 and/or certificates of insurance shall be submitted to the County upon written request and within 10 business days.

2.21.12.

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-.

2.21.13.

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.

2.21.14.

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.

2.21.15. Property Insurance

2.21.15.1.

The County shall purchase and maintain, in a company or companies authorized to do business in the jurisdiction in which the Project is located, property insurance upon the Work to the fullest insurable value thereof on a replacement cost basis, subject to a deductible of \$100,000. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the County has an insurable interest in the property required by this Section 2) to be insured, whichever is earlier. This insurance shall include interests of the County, the Contractor, and their respective contractors and subcontractors in the Work. The Contractor shall be responsible for the deductible under this policy, and all other costs not covered by property insurance up to the date of Substantial Completion, and all such costs shall be considered as a Cost of the Work.

2.21.15.2.

Property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, falsework, rigging & hoisting, terrorism, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for the services and expenses of the Contractor's Architect and other professionals required as a result of such insured loss. Coverage for other perils shall not be required unless otherwise provided in the Contract Documents.

2.21.15.3.

Unless otherwise provided, the County shall purchase and maintain such boiler and machinery insurance required by this Agreement or by law, which shall specifically cover such insured objects during installation and until final acceptance by the County. This insurance shall include interests of the County, the Contractor, the Contractor's contractors and subcontractors in the Work, and the Contractor's Architect and other design professionals. The County and the Contractor shall be named insureds.

2.21.15.4.

A loss insured under the County's property insurance shall be adjusted by the County as fiduciary and made payable to the County as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable

mortgagee clause and of Section 2.6). The Contractor shall pay contractors their shares of insurance proceeds received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require contractors to make payment to their subcontractors in similar manner.

2.21.15.5.

Before an exposure to loss may occur, the County shall file with the Contractor a copy of a Certificate of Insurance for each policy that includes insurance coverages required by this Section 2). Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least thirty (30) business days' prior written notice has been given to the Contractor.

2.21.15.6.

The County as trustee shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing, within five (5) business days after such notification of the County's intent to exercise this power; if such objection be made, the parties shall enter into dispute resolution under procedures provided in this Agreement. If distribution of insurance proceeds by arbitration is required, the arbitrators will direct such distribution.

2.21.15.7.

Partial occupancy or use prior to Substantial Completion shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The County and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall not, without mutual written consent, take any action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of coverage.

2.21.16. Waiver of Subrogation

The Contractor waives all rights against the County and the Architect and other design professionals, contractors, subcontractors, agents and employees, each of the other, for damages caused by fire or other perils to the extent covered by property or builders risk insurance applicable to the Work, except to such rights as they may have to proceeds of such insurance held by the Trustee. The Owner or Contractor as appropriate, shall require from contractors and subcontractors by appropriate agreements, written where legally required for validity, similar waivers each in favor of the parties enumerated in this Section. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly and whether or not the person or entity had an insurable interest in the property damaged.

2.21.17.

The County shall be responsible for purchasing and maintaining the County's usual liability insurance and/or self-insurance program.

2.21.18.

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

2.22. Omission of Express Reference

Any Work that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, Materials, or equipment described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.

2.23. Notice to Proceed

The date of commencement of the Work is the date set forth in the Notice to Proceed. If there is no Notice to Proceed, commencement shall be the effective date of the Agreement or such other date as may be established in the Agreement as the date the Work shall commence. Thereupon, the Contractor shall begin and shall prosecute the Work regularly and without interruption, unless otherwise directed in writing by the Owner, with such manpower and equipment as is necessary to complete the Work within the time stated in the Contract Documents.

2.24. Pre-Construction Conference

2.24.1.

Prior to the start of the Work, there will be a pre-construction conference arranged by the Owner's Representative. Representatives of effected government agencies, the Owner, the Contractor (including the project superintendent), the Contractor's Subcontractors, and utility companies shall be present at this meeting.

2.24.2.

At this meeting, the Contractor shall designate a competent Project superintendent. The Contractor shall also submit a list of phone numbers for the various Subcontractors, foremen and superintendents, including numbers to use in case of emergency.

2.24.3.

Also at this meeting, the Contractor shall submit in writing to the Owner's Representative for approval, a schedule of procedure indicating the order in which the Contractor proposes to perform the various stages of the Work, the dates on which the Contractor will start the several salient features thereof (including procurement of Materials and equipment), and the contemplated dates for completing the same. This schedule shall be in the form of a bar chart of a suitable scale to indicate appropriately the percentage of Work scheduled and completed at weekly intervals. The Contractor shall not deviate from the schedule after once approved without the written permission of the Owner's Representative. The Contractor shall also submit a schedule of payments that the Contractor anticipates it will earn during the course of the Work, based on the schedule.

2.25. 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.

2.26. 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:

Nick Fahey, Property Management, 121 7th Place East, Suite 2000, Saint Paul, MN 55101

Contractor:

Eugene Berwald, Berwald Roofing Company Inc, 2440 North Charles Street, North Saint Paul,

2.27. 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.

2.28. 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.

2.29. 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.

2.30. 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.

2.31. 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.

2.32. 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.

2.33. Termination by the County

2.33.1.

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.

2.33.2.

The County may terminate this Agreement if the Contractor violates any material term or condition of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement. In the event that the County exercises its right of termination under this Paragraph, it shall submit written notice to the Contractor and its surety, if any, specifying the reasons therefore. Termination shall be immediately effective upon the failure of the Contractor to cure the default within ten (10) business days of receipt of the notice of default. Upon termination, the Contractor shall take all actions necessary to discontinue further commitments of funds, and the County shall take possession of the site and of all materials and finish the construction by whatever method the County may deem expedient.

2.33.3.

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 accordance with this Agreement up to and including the effective date of termination.

2.33.4.

This Agreement may be terminated by the County upon immediate written notice to the Contractor in the event that the Project is abandoned. If such termination occurs, the County shall pay the Contractor for services completed and for proven loss sustained upon materials, equipment, tools, construction equipment and machinery.

2.33.5.

Any termination by the County shall be without prejudice to the rights of the County to pursue other remedies against the Contractor.

2.34. Interpretation of Agreement; Venue

2.34.1.

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.

2.34.2.

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.

2.35. Protection of Persons and Property

2.35.1.

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to, County employees and other persons who may be affected; the Contractor's work and materials and equipment which are under the care, custody and control of the Contractor or any of the Contractor's subcontractors; and other property at the project site or adjacent thereto.

2.35.2.

Unless otherwise directed by the County's Authorized Representative, the Contractor shall promptly remedy damage or loss to property caused in whole or in part by the Contractor, its employees, officers, or subcontractor(s), or anyone directly employed by any of them, or by anyone for whose acts any of them may be liable.

2.36. Warranty

2.36.1.

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.

2.36.2.

The Contractor shall expressly warrant and guarantee the workmanship, equipment and materials furnished to be in compliance with the terms of the Contract Documents. The warranty shall extend for a one (1) year period from and after the date of Substantial Completion. If any of the Work is found to be defective or not in accordance with the Contract Documents, Contractor shall correct the said condition promptly after receipt of written notice from the Owner. This includes the repairs of any damage to other parts of the property or Project resulting from such defects. Prior to commencement of the corrective Work, the Contractor shall provide insurance certificate policies, so as to protect the Owner, its Owner's Representative and their agents during the performance of the warranty Work. Acceptance by the Owner for the purpose of beginning the warranty period will be deemed to be when the Work is finally accepted by the Owner.

2.36.3.

The acceptance of any of the Work, or any part of it, shall not act to waive the liability on the part of the Contractor and the Contractor's surety.

2.36.4.

In the event that the Contractor should fail to make the repairs, adjustments or other Work that may be made necessary by defects in any of the Work, the Owner may do so and charge the Contractor the cost thereby incurred. The performance bond shall remain in full force and effect through the warranty/guaranty period. The Contractor's performance and payment bond delivered to the Owner pursuant to the Contract shall cover the Contractor's obligations provided for herein.

2.36.5.

Specific products used in the construction of the Work may include warranties specific to them and of a longer term than one (1) year. The Contractor shall provide written verification from the manufacturer of the product stating what the warranty covers and the time frame in which the warranty expires.

2.37. Infringement

2.37.1.

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.

2.37.2.

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.

2.38. Title - Risk of Loss

2.38.1.

Title to goods and/or all associated documentation shall pass to the County upon payment by the County for goods and/or associated documentation; or for construction projects, upon incorporation of the goods into the Project.

2.38.2.

The County shall be relieved from all risks of loss or damage to goods, and/or all documentation prior to the time title passes to the County as described above. The Contractor shall not be responsible for loss or damage to goods and/or documentation occasioned by negligence of the County or its employees.

2.39. Submittals

No portion of the work requiring submission of a shop drawing, drawing, manufacturer's literature, test data or other information, or a sample shall be commenced until the submittal has been approved by the County.

2.40. Clean Up

The Contractor shall at all times keep County premises free from accumulation of waste materials or rubbish caused by its operations.

2.41. Prevailing Wage (Construction and Labor)

2.41.1.

Contractors and all subcontractors of the Contractor shall conform to the labor laws of the State of Minnesota, [Ramsey County Prevailing Wage Ordinance No. 2013-329](#), and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which unions do not have jurisdiction.

The terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" as used in the contract, shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42.

Pursuant to Minnesota Statutes §§177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all Contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

2.41.2.

Pursuant to the Ramsey County Prevailing Wage Ordinance No. 2013-329, the Prevailing Wage Rate must be paid under any contract with Ramsey County or under a subcontract to that contract with Ramsey County with an anticipated Project completion cost or anticipated Services contract value of over \$25,000.

2.41.3.

Throughout the term of this Agreement, the Contractor shall submit Certified Payroll Records within 14 days of the end of a pay period and in accordance with the requirements of Ramsey County Prevailing Wage Ordinance No. 2013-329. Failure of the Contractor to submit the Certified Payroll Records in accordance with the Ordinance may result in criminal or civil enforcement by the County, including, but not limited to termination of the agreement for cause, withholding of payments, and assessment of liquidated damages.

2.41.4.

For the purposes of this section, prevailing wage rates and basic hourly rates in the same or more similar trade or occupation in the area, and prevailing hours of labor, shall be as contained in the Certified Prevailing Wages for *Commercial Construction* or the Certified Prevailing Wages for *Highway and Heavy Construction* established by the State of Minnesota, Department of Labor and Industry, as set forth in Attachment A. Prevailing wage rates shall mean the Total Rate, consisting of Basic Hourly Rates plus Fringe Benefits. State of Minnesota Prevailing Wage Rates, current as of the date of the project's bid release, shall apply for the entire term of the Agreement.

2.41.5.

The Contractor shall post the applicable prevailing wage rates, hourly basic rates, and prevailing hours of labor, at a conspicuous location accessible by workers at the location of the Work. The Contractor shall physically include the requirements of the article and the schedules set forth in Attachment A in applicable agreements and contracts with Subcontractors, agents, or other persons doing or contracting to do all or any part of the Work under the Agreement. Incorporation of prevailing wage rates by reference in such agreements and contracts is not acceptable.

2.41.6.

In the event of any violation of the requirement that the Contractor or Subcontractor pay not less than 1-1/2 times the basic hourly rate to each laborer or mechanic employed directly on the job site when such employee is permitted or required to work in excess of the prevailing hours of labor, the Contractor or Subcontractor shall be liable for the unpaid wages.

2.42. 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.

2.43. Project Labor Agreement

The County has determined that a Project Labor Agreement will not be required for this project.

2.44. 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.

2.45. Performance and Payment Bonds

2.45.1.

The Contractor shall furnish a Performance and Payment bond, both meeting the following conditions:

2.45.1.1.

Issued by a bonding company licensed to do business in Minnesota.

2.45.1.2.

On the current list of Companies Holding Certificates of Authority as acceptable Sureties on Federal Bonds and as acceptable reinsuring companies as published in Circular 570 (Amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

2.45.1.3.

All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

2.45.1.4.

Duly executed, notarized and updated Acknowledgment of both the Principal and Surety and the Surety's Power of Attorney must be attached to each of the two required bonds.

2.45.1.5.

Bond amounts shall not exceed the single bond limit for the Contractor's bonding company as set forth in the Federal Register current as of the bid date.

2.45.1.6.

Checks are not accepted in lieu of a Bond.

2.45.2.

The bonds shall each be in the amount of 100% of the Contract Price. The term "contract", as used herein, shall include the original agreement plus all subsequent change

orders and/or amendments. The Contract Price to which the principal is bound shall be the amount as reflected by the terms of the contract.

2.45.3.

The bonds shall cover the faithful performance of the Contract and the payments of all obligations arising thereunder. No work shall begin until the County has received the proper bonds specified under this clause.

2.45.4.

Bonds shall indemnify the County for any loss sustained by the County on account of or by reason of the acts of the Contractor or the acts of anyone else directly or indirectly employed by the Contractor in the performance of the Work for the Project.

2.46. Schedule Progress

The Owner shall, at its discretion, hold bi-weekly meetings to monitor progress and coordinate activities at the location of the Work. The Contractor and its Subcontractors shall attend these meetings, provide any required documentation of progress and anticipated construction scheduling as required by the Owner. These meetings will be held at a time and location determined by the Owner.

If, in the opinion of the County, the Contractor falls behind the progress schedule, or if it appears that the Contractor will not achieve Substantial Completion in accordance with the agreed upon schedule, the Contractor shall take any and all steps necessary to improve the progress to assure Substantial Completion in accordance with the schedule, at no additional cost to the County.

The County may require the Contractor to submit for approval and at no additional cost to the County, such supplementary progress schedules as may be deemed necessary to demonstrate the manner in which the approved progress schedule or date of Substantial Completion will be regained.

Failure of the Contractor to comply with the requirements of this subparagraph shall be grounds for determination that the Contractor is not performing the Work with such diligence as will ensure completion within the time specified in the Agreement between the County and the Contractor. Upon such determination, the County may terminate the Contractor's right to proceed with the Work, or any separable part thereof, in accordance with other applicable provisions of the Contract or may obtain the services required to bring the Work into compliance with the schedule at the Contractor's cost.

2.47. Changes in Work

Changes in the Work may be accomplished after execution of the contract by Change Order, Construction Change Directive, or order for a minor change in the Work, subject to the limitations stated in the Contract Documents. A change in the Work that affects the Contract Price or schedule may be made only by Change Order.

A Change Order shall be based upon agreement between the County and the Contractor; a Construction Change Directive may be issued by the County without the agreement of the Contractor; an order for a minor change in the Work may be issued by the Contractor.

Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

Change Orders

A Change Order is a written instrument prepared by the Contractor and signed by the County and the Contractor stating their agreement upon all of the following:

- a change in the Work;
- the amount of the adjustment, if any, in the Contract Price; and
- the extent of the adjustment, if any, in the Project Schedule.

No work consistent with the changes in the Change Order shall commence until the Change Order has been reduced to writing and signed by both parties.

Construction Change Directives

A Construction Change Directive is a written order prepared and signed by the County, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Price, schedule, or both.

2.48. Minor Changes in the Work

The Contractor shall have authority to make minor changes in the Construction Documents and construction consistent with the intent of the Contract Documents when such minor changes do not involve adjustment in the Contract Price or extension of the Project schedule. The Contractor shall promptly inform the County, in writing, of minor changes in the Construction Documents and construction.

2.49. Oral Agreements

Verbal orders and suggestions as to the performance of the work may be given from time to time by the Owner's Representative, or by other representatives of the municipality, county, state or other government or regulatory agency through the Owner's Representative. When in the opinion of the Contractor, such verbal orders or suggestions entitles the Contractor to a change in Contract Price or Contract Time or both, the Contractor must request a Change Order from the Owner. No verbal order or suggestion of any representative or employee of the municipality, county, state or other governmental or regulatory agency, or of any other person, shall be construed as authorizing any claims on the part of the Contractor for extra compensation for labor, material or other items pertaining to such work, or for damages or any other expenses incurred because of the Contractor's compliance therewith. The Contract Price and Contract Time may only be changed by Change Order.

2.50. Maintenance of Record Drawings at Site and Shop Drawings

The Contractor shall maintain at the Project site for the County one record copy of the drawings, specifications, product data, samples, shop drawings, addenda, Change Orders and other modifications, in good order and marked currently to record field changes and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be delivered to the County upon completion of construction as a record of the Work as constructed prior to final payment.

2.51. Final Inspection

2.51.1.

Upon written notice from the Contractor that the Project is completed, the Owner's Representative together with the Owner, and other appropriate parties, will make a preliminary inspection with the Contractor present. Upon completion of this preliminary inspection, the Owner's Representative will notify the Contractor, in writing, of any particulars in which this inspection reveals that the work is defective or incomplete. This list shall be referred to as a "Punch List".

2.51.2.

Upon receiving the Punch List from the Owner's Representative, the Contractor shall immediately undertake the actions required to remedy defects and complete the Project to satisfaction of the Owner and the Owner's Representative.

2.51.3.

When the Contractor has corrected or completed the items as listed in the Owner's Representative's written notice, the Contractor shall inform the Owner's Representative, in writing, that the required Work has been completed. Upon receipt of this notice, the Owner's Representative, in the presence of the Contractor, Owner, and other appropriate parties shall make their final inspection of the Work.

2.51.4.

If the Owner's Representative finds all Work satisfactory at the time of this second inspection, the Contractor will be allowed to make application for final payment in accordance with the provisions of the Contract Documents. If the Owner's Representative still finds dissatisfaction with the same Work, the Owner's Representative shall inform the Contractor of the deficiencies and will deny the Contractor's request for final payment, until such time as the Contractor has satisfactorily completed the required Work. The cost of the third or subsequent inspections shall be borne by the Contractor.

2.52. Final Payment

After the final inspection and acceptance by the Owner of all Work under the Contract, the Contractor shall prepare an application for final payment and submit it to the County for approval. The total amount of final payment due the Contractor under this Agreement shall consist of the total Contract Price as adjusted in accordance with approved Change Orders, less all previous payments to the Contractor and subject to withholding of any amount due the County as liquidated damages, as provided in Section n/a below, or as otherwise due under the Contract Documents or applicable law. The Application for final payment shall be accompanied by the following:

1. final lien releases and claim waivers (in a form acceptable to the County) by the Contractor and all persons performing Work and supplying material or services to the Contractor;
2. an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the County might in any way be responsible, have been paid or otherwise satisfied;
3. consent of surety, if any, to final payment;
4. two copies of Operation & Maintenance Manuals with provided warranty documentation for products and two copies of as-built plans identifying modifications to original plans;
5. if required by the County, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Agreement, to the extent and in such form as may be designated by the County;
6. the Certificate of Project Completion form (provided by the County);
7. a copy of the completed State of Minnesota Form IC-134, signed by the State Commissioner of Taxation, for the Contractor and its subcontractors; and

8. a complete report describing efforts and outcomes of those efforts towards achievement of Project SBE and labor utilization goals; and sustainability goals, if applicable.

2.53. Warning Signs and Barricades

The Contractor shall at all times so conduct their Work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the proper governmental authority. The Contractor shall warn effected motorists, pedestrians or residents of any construction practices or situations which could be dangerous, cause personal injuries or property damage. Fire hydrants on or adjacent to the work shall be kept accessible to fire-fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed. The Owner's Representative reserves the right to require immediate backfilling of any street area which the Owner's Representative deems it required for safe traffic circulation within or adjacent to the Work.

2.54. Crossing Utilities

2.54.1.

Where the prosecution of the Work results in the crossing of highways, railroads, streets or utilities under the jurisdiction of state, county, city or other public or private entities, the Contractor shall secure written permission from the proper authority to cross said highway, railroad, street or utility before further prosecuting the Work. A copy of the written document granting permission shall be filed with the Owner and Owner's Representative before any work is done. The Contractor shall be required to obtain a written release from the applicable authority upon completion of the Work. A copy of this written release shall be filed with the Owner and Owner's Representative before final acceptance of the work is granted.

2.54.2.

The Contractor shall protect that which is to remain and shall conduct all installation operations in a manner that will not damage or jeopardize the surrounding plant life designated to remain. Equipment operating around existing trees shall use extreme caution to prevent damage to roots, trunks, and branches. The Contractor shall verify the location and elevation of existing utilities in the area of work. Any damage to utilities, trees or other existing-to-remain items shall be repaired at the Contractor's expense.

2.55. Sanitary Provisions

The Contractor shall provide and maintain such sanitary facilities for the use of Contractor's employees and its Subcontractors as may be necessary to comply with the laws, rules or regulations of the federal, state, and local governments, or agencies or departments thereof.

2.56. Preservation of Historical Objects

2.56.1.

Where historical objects of potential architectural, archeological or paleontological nature are discovered within the areas on which the Contractor's operations are in progress, the Contractor shall restrict or suspend their operations in the immediate area of the discovery as may be necessary to preserve the discovered objects until the Owner has made arrangements for their disposition or has recorded the desired data relative thereto.

2.56.2.

The Contractor shall immediately notify the Owner of any historical objects discovered as the Work is being performed, and shall aid in the preservation and salvage program decided upon, as may be requested or ordered by the Owner. Work requiring a change to the Contract Price shall not be performed without the written authorization of the Owner.

2.56.3.

The Owner shall have the right to restrict or suspend the Contractor's operations in the immediate area where historical objects are discovered for a period not to exceed 72 hours, without claim being made by the Contractor for any damages they might suffer as a result thereof.

2.57. Lands by Owner

The Owner shall provide access to the lands shown on the drawings upon which the Work is to be performed. The Owner shall also provide or obtain the right-of-way for access to the land. Any delay by the Owner in furnishing access to the land shall be deemed proper cause for consideration of adjustment in the time of completion, but not in the Contract Price.

2.58. Land by Contractor

Any additional land and access thereto not shown on the drawings that may be required for temporary construction facilities or for storage of Materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine its apparatus, storage of Materials, and operation of its workers to those areas described in the drawings and specifications; and such additional areas that may be provided at the contractor's expense. The Contractor shall notify the Owner's Representative in writing of those lands provided at the contractor's expense. The Contractor shall not disturb any areas outside of the construction limits including wetlands, woodlands and previously restored work areas.

2.59. Private Property

The Contractor shall not enter upon private property for any purpose without obtaining permission from the owner, and shall be responsible for the preservation of all public property, trees, monuments, etc., along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. The Contractor shall protect carefully from disturbance or damage all monuments and property marks until the Owner's Representative has witnessed or otherwise referenced their location and shall not remove them until directed.

2.60. Shop Drawings

2.60.1.

The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Owner's Representative shall promptly review all shop drawings. The Owner's Representative's review of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The discovery of any Shop Drawing which substantially deviates from the requirements of the Contract Documents shall be evidenced by a Change Order or corrected and resubmitted by the Contractor, at the Owner's Representative's discretion.

2.60.2.

When submitting for the Owner's Representative's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Document.

2.60.3.

Portions of the Work requiring a Shop Drawing or sample submission shall not begin until the Shop Drawing or submission has been reviewed by the Owner's Representative. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Owner's Representative.

2.60.4.

Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

- a. Dimensions.
- b. Identification of products.
- c. Fabrication and installation Plans.
- d. Roughing-in and setting diagrams.
- e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
- f. Shop work manufacturing instructions.
- g. Templates and patterns.
- h. Schedules.
- i. Notation of coordination requirements.
- j. Notation of dimensions established by field measurement.
- k. Seal and signature of professional engineer if specified.
- l. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

2.60.5.

Submit opaque (bond) and electronic copies of each submittal. The Owner's Representative will return one copy.

2.61. Substitutions After Award of Agreement

Whenever a Material, article or piece of equipment is identified in the Contract Documents by reference to brand name or catalog number, it shall be understood that this reference is for the purpose of defining the performance or other salient requirements and that other products of equivalent capacities, quality and function shall be considered. The Contractor may recommend the substitution of a Material, article, or piece of equipment of equivalent substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Owner's Representative, such Material, article, or piece of equipment is of equivalent substance and function to that specified, the Owner's Representative may approve its substitution and use by the Contractor. Where applicable the Owner's Representative will only approve substitutions after the Contractor has received approval from the municipality, county, state or other regulatory agencies with jurisdiction. The Owner's Representative will not lobby for the approval of the substituted Material. Any cost differential

shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time. Requests for review of substitute items will not be accepted by the Owner's Representative from anyone other than the Contractor. The Contractor shall reimburse the Owner for the charges incurred by the Owner's Representative to evaluate each proposed substitution.

2.62. Submittals

2.62.1.

No portion of the Work requiring submission of a Shop Drawing, drawing, manufacturer's literature, test data or other information, or a sample shall be commenced until the submittal has been approved by the Owner.

2.62.2.

The Contractor shall furnish one copy of complete product data for every manufactured item of equipment and all components to be used to perform the Work, including specific performance data, material description, rating, capacity, working pressure, material gauge or thickness, brand name, catalog number and general type. This data shall be compiled by the Contractor and reviewed by the Owner's Representative before any of the equipment is ordered. All data shall be indexed according to specification section and paragraph for easy reference. After review, this data shall become a part of the Contract, and may not be deviated from except upon the written approval of the Owner's Representative.

2.62.3.

Product data for equipment reviewed by the Owner's Representative does not in any case supersede the Contract Documents. The review of the Owner's Representative shall not relieve the Contractor from responsibility for deviations from drawings or specifications unless the Contractor has in writing called the Owner's Representative's attention to such deviations at the time of furnishing said data. Nor shall such review relieve the Contractor from responsibility for errors of any sort in the items furnished. The Contractor shall check the work described by the product data with the Contract.

2.62.4.

It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. The Contractor shall take necessary field measurements to ascertain space requirements, including those for connections and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Drawings and Specifications.

2.62.5.

Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment so as to allow for proper operation and to be in harmony with the intent of the drawings and specifications, and to make all changes in the Work required by the different arrangement of connections.

2.63. Intent of Plans and Specifications

The intent of the Plans and Specifications is that the Contractor shall furnish all labor and materials, equipment and transportation necessary for the proper execution and completion of the Work unless specifically noted otherwise. The Plans and Specifications are complementary,

and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. The Contractor shall do all the Work shown on the Plans and described in the Specifications and all incidental work considered necessary to complete the Project in an acceptable manner, and to fully complete the Work, ready for use, occupancy and operation by the Owner.

2.64. Discrepancies

Any ambiguity or discrepancy drawings and Specifications, no matter how seemingly insignificant to the Contractor, shall be brought immediately to the attention of the Owner's Representative for clarification. The Owner's Representative shall promptly correct such ambiguity or discrepancy in writing. If the Contractor fails to bring any ambiguity or discrepancy in writing of which it was or should have been aware, the Contractor shall assume the risk of loss because of, and shall be allowed no claim for the misinterpretation of, the drawings and Specifications contrary to the intended interpretation of the Owner's Representative. Work done by the Contractor after the Contractor's discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's risk.

2.65. Additional Instructions and Detail Drawings

The Contractor may be furnished additional instructions and detail drawings by the Owner's Representative, as necessary, to carry out the Work required by the Contract Documents. The additional drawings and instruction thus supplied will become a part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional drawings and instructions.

Item Number: 2024-506

Meeting Date: 11/12/2024

Sponsor: Property Tax, Records & Election Services

Title

Charitable Gambling License with White Bear Township for White Bear Lake Hockey Association and MC's Taco & Tequila.

Recommendation

1. Approve the application requesting a premises permit for MC's Taco & Tequila in White Bear Township for lawful gambling activity for the White Bear Lake Hockey Association.
2. Authorize the Chair and Chief Clerk to sign the application.

Background and Rationale

On October 10, 2024, Ramsey County received an application from White Bear Lake Hockey Association requesting a premises permit for MC's Taco & Tequila, located at 1190 County Road J #700, White Bear Township, Minnesota 55127 that would allow the establishment to conduct lawful gambling using paper pull-tabs, paper pull-tabs with dispensing device, electronic pull-tabs, electronic linked bingo, bar bingo, tipboards and paddlewheel. The proceeds will support White Bear Lake Hockey Association. By statute, an organization can only conduct lawful gambling on premises it owns or leases; therefore, White Bear Lake Hockey Association is also submitting a lease for lawful gambling activity to be conducted on the premises of MC's Taco & Tequila Bar in White Bear Township. Since MC's Taco & Tequila operates in a property located in a township, Minnesota Statutes section 349.213, subdivision 2, requires the Ramsey County board to approve the application by resolution before the Minnesota Gambling Control Board will issue a premises permit and lease for lawful gambling activity on the premises. The Minnesota Gambling Control Board will review the application and if all statutory requirements related to lawful gambling are met, will issue the required premises permit and license(s). The Minnesota Gambling Control Board handles the initial investigation and ongoing monitoring and enforcement.

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

There are no anticipated racial equity impacts for this item.

Community Participation Level and Impact

There is no community engagement associated with this request for board action. Community approached Ramsey County with the request.

Inform Consult Involve Collaborate Empower

Fiscal Impact

None.

Last Previous Action

None.

Attachments

1. LG214 Premises Permit Application & LG215 Lease for Lawful Gambling Activity

LG214 Premises Permit Application

Annual Fee \$150 (NON-REFUNDABLE)

REQUIRED ATTACHMENTS TO LG214

- 1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
- 2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to "State of Minnesota."

Mail the application and required attachments to:

Minnesota Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.

ORGANIZATION INFORMATION

Organization Name: White Bear Lake Area Hockey Assoc. License Number: 03111

Chief Executive Officer (CEO) Eric Johnson Daytime Phone: 612-214-1391

Gambling Manager: Kevin Bergerson Daytime Phone: 612-370144

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: MC'S TACO + Tequila

List any previous names for this location:

LUCY'S BURGERS

Street address where premises is located: 1190 County Rd J #700
(Do not use a P.O. box number or mailing address.)

City:	OR <u>Township:</u>	County:	Zip Code:
<u>WHITE BEAR TOWNSHIP</u>		<u>Ramsey</u>	<u>55109</u>

Does your organization own the building where the gambling will be conducted?

Yes No **If no, attach LG215 Lease for Lawful Gambling Activity.**

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site? Yes No Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site? Yes No Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: Royal Credit Union Bank Account Number: 4572411736

Bank Street Address: 1400 Hwy 96 E City: White Bear Lake State: MN Zip Code: 55110

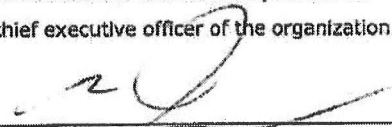
ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES

Address (Do not use a P.O. box number):	City:	State:	Zip Code:
<u>3716 Scheuneman Rd</u>	<u>White Bear Lake</u>	<u>MN</u>	<u>55110</u>
_____	_____	<u>MN</u>	_____
_____	_____	<u>MN</u>	_____

ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: _____	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: _____ (If none, attach meeting minutes.)	Resolution Number: _____ (If none, attach meeting minutes.)
Signature of City Personnel: _____	Signature of County Personnel: _____
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
<p>Local unit of government must sign.</p>	<p>TOWNSHIP NAME: <u>White Bear Township</u></p> <p>Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)</p> <p>Print Township Name: <u>White Bear Township</u></p> <p>Signature of Township Officer: <u>Ed Paulson</u></p> <p>Title: <u>Board Chair</u> Date Signed: <u>10/7/24</u></p>

ACKNOWLEDGMENT AND OATH

<ol style="list-style-type: none"> 1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises. 2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law. 3. I have read this application and all information submitted to the Board is true, accurate, and complete. 4. All required information has been fully disclosed. 5. I am the chief executive officer of the organization. 	<ol style="list-style-type: none"> 6. I assume full responsibility for the fair and lawful operation of all activities to be conducted. 7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them. 8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect. 9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license. 10. I understand the fee is non-refundable regardless of license approval/denial.
 _____ Signature of Chief Executive Officer (designee may not sign)	<u>10/1/24</u> _____ Date

<p>Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public</p>	<p>information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information;</p>	<p>Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.</p>
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This form will be made available in alternative format, i.e. large print, braille, upon request.

An equal opportunity employer

MINNESOTA LAWFUL GAMBLING
LG215 Lease for Lawful Gambling Activity

6/15 Page 1 of 2

LEASE INFORMATION		
Organization: White Bear Lake Area Hockey Assoc.	License/Site Number: 03111	Daytime Phone: 612-437-0144
Address: PO BOX 10502	City: White Bear Lake, MN	State: Zip: 55110
Name of Leased Premises: Mc's Taco & Tequila	Street Address: 1190 County Rd J #700	
City: White Bear Township	State: Zip: MN 55127	Daytime Phone:
Name of Legal Owner: MC's White Bear LLC	Business/Street Address: 8657 Eagle Point Blvd, Ste 2	
City: Lake Elmo	State: Zip: MN 55042	Daytime Phone: 763-762-6416
Name of Lessor (if same as legal owner, write "SAME"): Same		
City:	State: Zip:	Daytime Phone:
Check applicable item: <input checked="" type="checkbox"/> New or amended lease. Effective date: _____ . Submit changes at least ten days before the effective date of the change. <input type="checkbox"/> New owner. Effective date: _____ . Submit new lease within ten days after new lessor assumes ownership.		
CHECK ALL ACTIVITY THAT WILL BE CONDUCTED (no lease required for raffles)		
<input checked="" type="checkbox"/> Pull-Tabs (paper)	<input checked="" type="checkbox"/> Electronic Pull-Tabs	
<input checked="" type="checkbox"/> Pull-Tabs (paper) with dispensing device	<input checked="" type="checkbox"/> Electronic Linked Bingo	
<input checked="" type="checkbox"/> Bar Bingo <input type="checkbox"/> Bingo	Electronic games may only be conducted:	
<input checked="" type="checkbox"/> Tipboards	1. at a premises licensed for the on-sale of intoxicating liquor or the on-sale of 3.2% malt beverages; or	
<input checked="" type="checkbox"/> Paddlewheel <input type="checkbox"/> Paddlewheel with table	2. at a premises where bingo is conducted as the primary business and has a seating capacity of at least 100.	
PULL-TAB, TIPBOARD, AND PADDLEWHEEL RENT (separate rent for booth and bar ops)		
BOOTH OPERATION: Some or all sales of gambling equipment are conducted by an employee/volunteer of a licensed organization at the leased premises.		
ALL GAMES, including electronic games: Monthly rent to be paid: ____%, not to exceed 10% of gross profits for that month. <ul style="list-style-type: none"> • Total rent paid from all organizations for only booth operations at the leased premises may not exceed \$1,750. • The rent cap does not include BAR OPERATION rent for electronic games conducted by the lessor. 		
BAR OPERATION: All sales of gambling equipment conducted by the lessor or lessor's employee.		
ELECTRONIC GAMES: Monthly rent to be paid: <u>15</u> %, not to exceed 15% of the gross profits for that month from electronic pull-tab games and electronic linked bingo games.		
ALL OTHER GAMES: Monthly rent to be paid: <u>20</u> %, not to exceed 20% of gross profits from all other forms of lawful gambling. <ul style="list-style-type: none"> • If any booth sales conducted by a licensed organization at the premises, rent may not exceed 10% of gross profits for that month and is subject to booth operation \$1,750 cap. 		
BINGO RENT (for leased premises where bingo is the primary business conducted, such as bingo hall)		
Bingo rent is limited to one of the following:		
<ul style="list-style-type: none"> • Rent to be paid: _____%, not to exceed 10% of the monthly gross profit from all lawful gambling activities held during bingo occasions, excluding bar bingo. - OR - • Rate to be paid: \$ _____ per square foot, not to exceed 110% of a comparable cost per square foot for leased space, as approved by the director of the Gambling Control Board. The lessor must attach documentation, verified by the organization, to confirm the comparable rate and all applicable costs to be paid by the organization to the lessor. <ul style="list-style-type: none"> ⇒ Rent may not be paid for bar bingo. ⇒ Bar bingo does not include bingo games linked to other permitted premises. 		
LEASE TERMINATION CLAUSE (must be completed)		
The lease may be terminated by either party with a written <u>30</u> day notice. Other terms:		

LG215 Lease for Lawful Gambling Activity

Lease Term: The term of this agreement will be concurrent with the premises permit issued by the Gambling Control Board (Board).

Management: The owner of the premises or the lessor will not manage the conduct of lawful gambling at the premises. The organization may not conduct any activity on behalf of the lessor on the leased premises.

Participation as Players Prohibited: The lessor will not participate directly or indirectly as a player in any lawful gambling conducted on the premises. The lessor's immediate family and any agents or gambling employees of the lessor will not participate as players in the conduct of lawful gambling on the premises, except as authorized by Minnesota Statutes, Section 349.181.

Illegal Gambling: The lessor is aware of the prohibition against illegal gambling in Minnesota Statutes 609.75, and the penalties for illegal gambling violations in Minnesota Rules 7865.0220, Subpart 3. In addition, the Board may authorize the organization to withhold rent for a period of up to 90 days if the Board determines that illegal gambling occurred on the premises or that the lessor or its employees participated in the illegal gambling or knew of the gambling and did not take prompt action to stop the gambling. Continued tenancy of the organization is authorized without payment of rent during the time period determined by the Board for violations of this provision, as authorized by Minnesota Statutes, Section 349.18, Subd. 1(a).

To the best of the lessor's knowledge, the lessor affirms that any and all games or devices located on the premises are not being used, and are not capable of being used, in a manner that violates the prohibitions against illegal gambling in Minnesota Statutes, Section 609.75.

Notwithstanding Minnesota Rules 7865.0220, Subpart 3, an organization must continue making rent payments under the terms of this lease, if the organization or its agents are found to be solely responsible for any illegal gambling, conducted at this site, that is prohibited by Minnesota Rules 7861.0260, Subpart 1, item H, or Minnesota Statutes, Section 609.75, unless the organization's agents responsible for the illegal gambling activity are also agents or employees of the lessor.

The lessor must not modify or terminate the lease in whole or in part because the organization reported, to a state or local law enforcement authority or to the Board, the conduct of illegal gambling activity at this site in which the organization did not participate.

Other Prohibitions: The lessor will not impose restrictions on the organization with respect to providers (distributor or linked bingo game provider) of gambling-related equipment and services or in the use of net profits for lawful purposes.

The lessor, the lessor's immediate family, any person residing in the same residence as the lessor, and any agents or employees of the lessor will not require the organization to perform any action that would violate statute or rule. The lessor must not modify or terminate this lease in whole or in part due to the lessor's violation of this provision. If there is a dispute as to whether a violation occurred, the lease will remain in effect pending a final determination by the Compliance Review Group (CRG) of the Board. The lessor agrees to arbitration when a violation of this provision is alleged. The arbitrator shall be the CRG.

Access to Permitted Premises: Consent is given to the Board and its agents, the commissioners of revenue and public safety and their agents, and law enforcement personnel to enter and inspect the permitted premises at any reasonable time during the business hours of the lessor. The organization has access to the premises during any time reasonable and when necessary for the conduct of lawful gambling.

Lessor Records: The lessor must maintain a record of all money received from the organization, and make the record available to the Board and its agents, and the commissioners of revenue and public safety and their agents upon demand. The record must be maintained for 3-1/2 years.

Rent All-Inclusive: Amounts paid as rent by the organization to the lessor are all-inclusive. No other services or expenses provided or contracted by the lessor may be paid by the organization, including but not limited to:

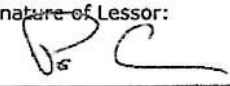

- trash removal
- electricity, heat
- snow removal
- storage
- janitorial and cleaning services
- other utilities or services
- lawn services
- security, security monitoring
- cost of any communication network or service required to conduct electronic pull-tabs games or electronic bingo
- in the case of bar operations, cash shortages.

Any other expenditures made by an organization that is related to a leased premises must be approved by the director of the Board. Rent payments may not be made to an individual.

ACKNOWLEDGMENT OF LEASE TERMS

I affirm that this lease is the total and only agreement between the lessor and the organization, and that all obligations and agreements are contained in or attached to this lease and are subject to the approval of the director of the Gambling Control Board.

Other terms of the lease:

Signature of Lessor:  Date: 9/30/2024	Signature of Organization Official (Lessee):  Date: 9/30/24
Print Name and Title of Lessor: President, PATRICK CONROY	Print Name and Title of Lessee: Kevin Bergerson, Gambling Manager

<p>Questions? Contact the Licensing Section, Gambling Control Board, at 651-539-1900. This publication will be made available in alternative format (i.e. large print, braille) upon request. Data privacy notice: The information requested on this form and any attachments will become public information when received by the Board, and will be used to determine your compliance with Minnesota statutes and rules governing lawful gambling activities.</p>	<p>Mail or fax lease to: Minnesota Gambling Control Board 1711 W. County Road B, Suite 300 South Roseville, MN 55113 Fax: 651-639-4032</p>
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Board of Commissioners

Request for Board Action

Item Number: 2024-507

Meeting Date: 11/12/2024

Sponsor: Public Works

Title

Disclaim and Extinguish Interest in Unused Right-of-Way

Recommendation

1. Approve the disclamation and extinguishment of the county's interest in the unused county road right-of-way located west of Centerville Road and north of Koehler Road in Vadnais Heights in the Southeast Quarter of Section 29, Township 30, Range 22 in Ramsey County, Minnesota.
2. Request that a copy of this resolution be filed with the County Auditor and County Registrar.

Background and Rationale

A recent construction project revealed that the land included an interest in favor of the County of Ramsey as road right-of-way that is not currently being used and does not appear to be necessary for current or planned needs.

The unused county road right-of-way is located west of Centerville Road and north of Koehler Road in Vadnais Heights in the Southeast Quarter of Section 29, Township 30, Range 22 in Ramsey County, Minnesota. The portion of county right-of-way to be vacated is shown on Attachment A and is more particularly described as follows: VACATE part of KOEHLER ROAD, formerly Kohler Road, as established in STOCKDALE FARMS lying westerly of the Westerly Right Of Way of CENTERVILLE ROAD, as is established and is a northerly extension of the Southeasterly Line of OUTLOT A of BONSELL ADDITION, and northerly and easterly of the following line and its extensions:

Commencing at the Southeast Corner of Section 29, Township 30 North, Range 22 West; thence South 89 degrees 49 minutes 24 seconds West, along the southerly line of said Section 29, for 527.62 feet; thence North 58 degrees 19 minutes 23 seconds West for 238.26 feet to the southeasterly line of OUTLOT A, BONSELL ADDITION and the POINT OF BEGINNING; Thence continue North 58 degrees 19 minutes 23 seconds West for 271.19 feet; thence North 37 degrees 02 minutes 13 seconds East, parallel to and 270.00 feet perpendicularly from the southeasterly line of said OUTLOT A, for 108.10 feet to the northerly line of the Right Of Way for Koehler Road, formerly Kohler Road, established in STOCKDALE FARMS and there terminating.

The area to be vacated is shown on the attached Attachment A.

Review of the history of the right-of-way demonstrates that the right-of-way was created and dedicated in the Plat of STOCKDALE FARMS in 1917.

The current alignment of Koehler Road has remained the same for over 40 years; it was located to its current alignment to provide for a safer roadway.

The extinguishment of unused rights-of-way that are not recorded against the property and are not currently used or needed for foreseeable public uses, would return the property to unencumbered use by the property

owner, would help clear the title to the property, would remove land that requires county maintenance, and eliminates risk and potential liabilities associated with the historic property interests. Therefore, the County Engineer recommends extinguishing all interest in the unused rights-of-way. The county may extinguish its interest in the county highway pursuant to Minnesota Statute Section 163.11, subdivision 7 if:

- (1) the interest is not a fee interest;
- (2) the interest was established more than 40 years earlier;
- (3) the interest is not recorded with the county recorder;
- (4) no highway improvement has been constructed on a right-of-way affected by the interest; and
- (5) no highway maintenance on a right-of-way affected by the interest has occurred within the last 40 years.

The county's interest in the county highway right-of-way was acquired by road order, prescription, or dedication. As such, the interest is equivalent to an easement and is not a fee title interest.

The county's unused right-of-way was acquired over 40 years ago.

A review of the records of the County Recorder indicates that the unused rights-of-way are not recorded.

No highway currently exists on the unused rights-of-way, and no improvement or maintenance has been performed in over 40 years.

Therefore, Ramsey County may extinguish the interest in the highway by adopting a resolution disclaiming and extinguishing any interest in the rights-of-way and filing and recording the resolution with the County Auditor and County Recorder.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

There is no racial equity impact with this request for board action.

Community Participation Level and Impact

There is no community engagement associated with this request for board action.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

This action has no fiscal impact.

Last Previous Action

On October 6, 2020, the Ramsey County Board approved the disclamation and extinguishment of the county's interest in unused county road right-of way located east of Lexington Avenue and south of County Road C2 (Resolution B2020-193).




Attachments

- 1. Attachment A - exhibit of area of land to be vacated.

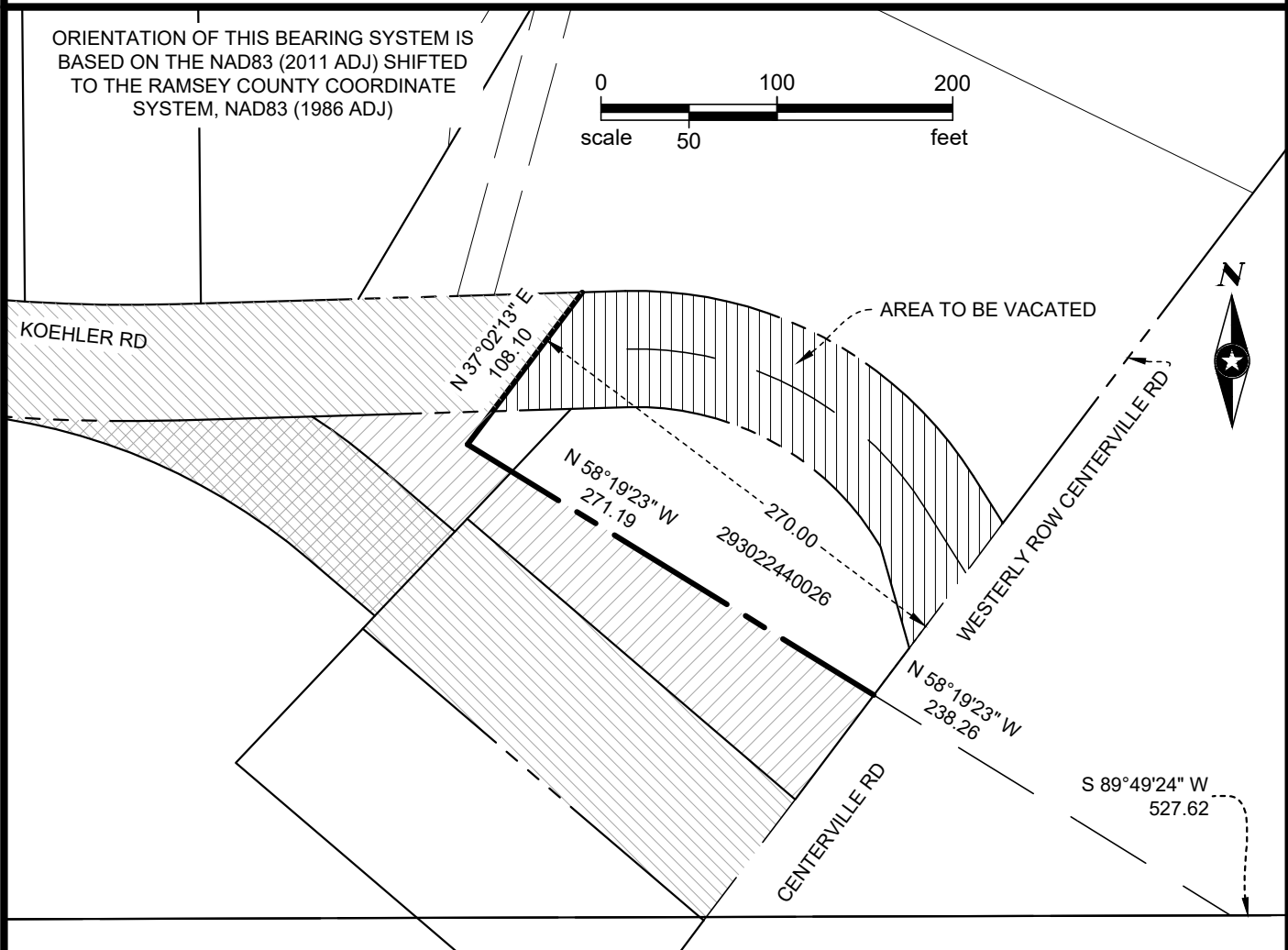
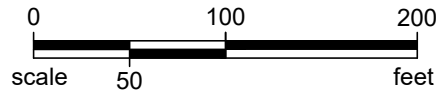
ATTACHMENT A - ROAD R-O-W VACATION EXHIBIT

VACATE part of KOEHLER ROAD, formerly Kohler Road, as established in STOCKDALE FARMS lying westerly of the Westerly Right Of Way of CENTERVILLE ROAD, as is established and is a northerly extension of the Southeasterly Line of OUTLOT A of BONSELL ADDITION, and northerly and easterly of the following line and its extensions:

Commencing at the Southeast Corner of Section 29, Township 30 North, Range 22 West; thence South 89 degrees 49 minutes 24 seconds West, along the southerly line of said Section 29, for 527.62 feet; thence North 58 degrees 19 minutes 23 seconds West for 238.26 feet to the southeasterly line of OUTLOT A, BONSELL ADDITION and the POINT OF BEGINNING; Thence continue North 58 degrees 19 minutes 23 seconds West for 271.19 feet; thence North 37 degrees 02 minutes 13 seconds East, parallel to and 270.00 feet perpendicularly from the southeasterly line of said OUTLOT A, for 108.10 feet to the northerly line of the Right Of Way for Koehler Road, formerly Kohler Road, established in STOCKDALE FARMS and there terminating.

-  ROW TO BE VACATED
-  EXISTING ROW
-  NEW ROW (another doc)

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE NAD83 (2011 ADJ) SHIFTED TO THE RAMSEY COUNTY COORDINATE SYSTEM, NAD83 (1986 ADJ)



EASEMENT VACATION EXHIBIT FOR: KOEHLER (KOHLER) ROAD

VADNAIS HEIGHTS,
RAMSEY COUNTY,
MINNESOTA

SEH Project VADNA161258
 Drawn By TSB
 Designed By TSB
 Checked By TSB

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Theodore S Brown
 DATE 10/8/2024

LICENSE NO. 51678



Save: 10/8/2024 2:27 PM tsbrown Plot: 10/8/2024 2:28 PM X:\UZ\VI\ADNA\161258\9-survey\92-CAD\15-dwg\RW\kohler and centerville.dwg for recording.dwg

Item Number: 2024-509

Meeting Date: 11/12/2024

Sponsor: Public Works

Title

Public Works Construction Quarterly Report for July 1, 2024 through September 30, 2024

Recommendation

Accept the Public Works Construction Quarterly Report for the period of July 1, 2024 through September 30, 2024.

Background and Rationale

A quarterly report of Public Works' construction contract modifications, such as quantity changes, change orders, and supplemental agreements authorized by the Administrative Code 3.40.27(i) is required to be provided to the Ramsey County Board by county board resolutions 91-061, 2001-93 and B2024-038.

The attached report summarizes authorized changes for the period July 1, 2024 through September 30, 2024. All are within the limits established by resolutions 2001-93 and B2024-038. Resolution B2024-038 adopted the 2024-2028 Transportation Improvement Plan (TIP). The following link provides more detailed information on the TIP and links to current and future construction projects -

[≤https://www.ramseycounty.us/residents/roads-transit/transportation-improvement-program>](https://www.ramseycounty.us/residents/roads-transit/transportation-improvement-program)

County Goals (Check those advanced by Action)

Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Any racial equity impacts would have been identified during the project delivery phase prior to construction.

Community Participation Level and Impact

Each project had gone through the appropriate level of community engagement prior to and during construction. The quarterly construction report is for information and made available to the public through this board agenda item.

Inform Consult Involve Collaborate Empower

Fiscal Impact

Funding for these projects comes from various sources as identified and approved in the five-year TIP and are accounted for in the Public Works budget on a project basis at the time of contract award. Change orders and supplemental agreements are approved by participating funding agencies prior to execution.

Last Previous Action

On February 27, 2024, the Ramsey County Board adopted the Public Works 2024 - 2028 Transportation Improvement Program (Resolution B2024-038).

Attachments

1. Public Works Construction Quarterly Report

PUBLIC WORKS CONSTRUCTION QUARTERLY REPORT SUMMARY
For 7/1/2024 - 9/30/2024

NOTE: The changes identified below are those which occurred only during the third quarter of 2024.

Contract Number	Amendment Number	Contractor's Name	Date Approved	Amount of Contract	Project	Purpose of Contract Changes	Authority
CC003189	2	Valley Paving Inc	7/2/2024	\$ 1,421.47	County Road B - Concrete & Bituminous, ADA Improvements, Traffic Signal & Interconnect, Signing and Striping between Snelling Avenue to Victoria Street	Change Order 3 - Gradation testing for existing subbase material.	4.63.40a
CC003189	2	Valley Paving Inc	7/2/2024	\$ 6,582.54	County Road B - Concrete & Bituminous, ADA Improvements, Traffic Signal & Interconnect, Signing and Striping between Snelling Avenue to Victoria Street	Change Order 4 - Installation of a temporary paved entrance for Mister Car Wash to minimize accessibility impacts to the business from construction.	4.63.40a
CC003189	2	Valley Paving Inc	7/2/2024	\$ 4,770.67	County Road B - Concrete & Bituminous, ADA Improvements, Traffic Signal & Interconnect, Signing and Striping between Snelling Avenue to Victoria Street	Change Order 5 - Bituminous patching to the existing roadway to prevent potential vehicle damage claims from the traveling public.	4.63.40a

PUBLIC WORKS CONSTRUCTION QUARTERLY REPORT SUMMARY
For 7/1/2024 - 9/30/2024

CC003103	7	Meyer Contracting Inc	7/24/2024	\$0.00	South Shore Boulevard Reconstruction between White Bear Avenue and County Road F/Wildwood Road	Supplemental Agreement 11 - Moved items to different pay groups	4.63.40a
CC003103	7	Meyer Contracting Inc	7/24/2024	\$44,150.76	South Shore Boulevard Reconstruction between White Bear Avenue and County Road F/Wildwood Road	Supplemental Agreement 12 - Additional landscape tasks.	4.63.40a
CC003158	3	Eureka Construction Inc.	7/25/2024	\$ 2,434.88	Reconstruction of Hodgson from Gramsie Road to 100 feet south of CSAH 96 including County Road F from Rice to Hodgson and Rice Street from south of Gramsie to County Road F	Change Order 3 - Removal and disposal of rubble found while excavating pond A.	4.63.40a
CC003158	3	Eureka Construction Inc.	7/25/2024	\$ 3,569.72	Reconstruction of Hodgson from Gramsie Road to 100 feet south of CSAH 96 including County Road F from Rice to Hodgson and Rice Street from south of Gramsie to County Road F	Change Order 8 - Sawcut off the top of the man holes and catch basins due to the sewer revisions causing the sanitary and storm sewer placement to be at the same elevation.	4.63.40a

PUBLIC WORKS CONSTRUCTION QUARTERLY REPORT SUMMARY
For 7/1/2024 - 9/30/2024

CC003158	3	Eureka Construction Inc.	7/25/2024	\$ 3,885.31	Reconstruction of Hodgson from Gramsie Road to 100 feet south of CSAH 96 including County Road F from Rice to Hodgson and Rice Street from south of Gramsie to County Road F	Change Order 9 - Use of cold weather protection on the concrete items due to the temperature at the time of year they were placed.	4.63.40a
CC003205	1	Eureka Construction Inc.	8/15/2024	\$ 6,988.07	Otter Lake Road Improvement Project from Highway 96 to 4th Street	Change Order 1 - Removal and disposal of concrete pavement that was not identified on the geotechnical exporation report	4.63.40a
CC003189	3	Valley Paving Inc	8/15/2024	\$ 30,864.80	County Road B - Concrete & Bituminous, ADA Improvements, Traffic Signal & Interconnect, Signing and Striping between Snelling Avenue to Victoria Street	Change Order 8 - Roseville requested an additional 16-inch butterfly valve, 12-inch hydrant extension, curb box castings, contractor downtime during plan revisions, and removal of an Xcel gas vault. Cost included excavation, backfilling, removals/disposition , and surface restoration.	4.63.40a
CC003140	6	Valley Paving Inc	8/26/2024	\$35,090.00	Lexington Parkway Construction between Shepard Road and Adrian Street	Change Order 11 - Twenty-three structures needed to be raised and adjusted to fit property with the newly reconstructed roadway, but were not accounted for in the original contract.	4.63.40a
CC003140	7	Valley Paving Inc	9/30/2024	\$15,979.00	Lexington Parkway Construction between Shepard Road and Adrian Street	Change Order 10 - Furnish and install decorative railing, which was disturbed through the normal progression of the work and not due to contractor negligence.	4.63.40a

PUBLIC WORKS CONSTRUCTION QUARTERLY REPORT SUMMARY

For 7/1/2024 - 9/30/2024

CC003214	1	Bituminous Roadways Inc	9/30/2024	\$27,500.00	2024 Pavement Preservation Project	Change Order 1 - The presence of flaggers from Canadian Pacific Railway and Minnesota Commercial Railway are required when working within 50 feet of the railroad right of way per MnDOT specs.	4.63.40a
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Board of Commissioners

Request for Board Action

Item Number: 2024-487

Meeting Date: 11/12/2024

Sponsor: Social Services

Title

Amendment to the Grant Agreement with Minnesota Department of Human Services for Mental Health Urgent Care for Youth in Crisis Pilot Project

Recommendation

1. Approve an amendment to the grant agreement with Department of Human Services for the extension of a pilot project to expand the Mental Health Urgent Care Facility for the period upon execution through June 30, 2025 in the amount of \$814,525.
2. Authorize the Chair and Chief Clerk to execute the amendment.
3. Authorize the County Manager to execute amendments to the grant agreement in the form approved by the County Attorney's Office.
4. Authorize the County Manager to enter into agreements and execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of grant funding.

Background and Rationale

Children and youth who are experiencing a mental health crisis are often unable to find care. Unless they are a danger to themselves or others, they are not assigned to an open bed that may be needed for "critical care" patients. The shortage of beds for those who need intensive care leaves many waiting in the emergency room for hours or winding up in jail.

The 2022 Legislature passed a bill that required the commissioner of human services to establish a pilot project that would address emergency mental health needs for youth who experience a mental health crisis. Ramsey County was given the right-of-first-refusal to receive funding and operate the pilot project.

Ramsey County accepted the pilot project opportunity and since has been able to execute on several initiatives. The Adolescent Mental Health Urgent Care (Urgent Care) opened in early August 2024, starting to see youth clients. Through the funding the Urgent Care has been able hire 10 staff members, expanded hours of care to include evenings and weekends, and coordinated with other Crisis Units and interagency departments to ensure smooth transition to other mental health services. During the initial period of the pilot project, Ramsey County applied and was awarded a \$100,000,000 federal grant from the Substance Abuse and Mental Health Services Administration that may be renewed for up to four consecutive years.

The Minnesota Department of Human Services has amended the original agreement for the extension of the pilot project that will run through June 30, 2025. The pilot project will not have any additional dollars added but will utilize the remaining \$814,525 through June 30, 2025. The pilot project continues to provide an opportunity for the county to determine the level of community need and use of extended services for youth, the demographics of those served and whether the target population is served, and the actual cost of operations. A program evaluation at the close of the pilot project will determine actual revenues and costs and the feasibility of continuing operations without continued grant funding.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

African Americans are underserved and often experience limited access to mental health programs. The pilot project will not limit services to African American youth but will target this population that experiences disparities in mental health services.

Community Participation Level and Impact

Ramsey County staff conducted surveys with parents at schools and community events in Saint Paul during the first quarter of 2023 to determine how much they knew about children’s mental health issues, resources and county services. The survey was distributed in English, Spanish, Somali, Oromo, Hmong and Karen. There were 261 respondents, and most identified as Asian (45%) or Black/African American (24%). Survey results have been used to help design how grant work will be carried out and to inform staff on how to improve connections with parents, expand parents’ knowledge, and increase the children’s mental health resources requested by the community.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

Grant funding will cover salaries and benefits for staff who will be shifted to provide this new service and new revenue streams. It will also cover contracted psychiatry, security, and no-denial beds required for children in crisis to stay up to 14 days. The pilot project ends on June 30, 2025, and funding will be included in future proposed department budgets to continue the work if the pilot project results in positive outcomes for youth who experience mental health crises.

Last Previous Action

On October 8, 2024, the Ramsey County Board of Commissioners accepted a grant award and grant agreement with the Substance Abuse and Mental Health Services Administration for Adolescent Mental Health Urgent Care (Resolution B2024-200).

On June 27, 2023, the Ramsey County Board of Commissioners accepted a grant award and grant agreement with the Minnesota Department of Human Services for Mental Health Urgent Care for Youth in Crisis Pilot Project (Resolution B2023-095).

Attachments

1. Amended Ramsey County Mental Health Urgency Care Contract

Amendment No. 1 for Grant Contract No. 231016

Contract Start Date:	May 15, 2023	Original Contract Amount:	\$ 1,000,000.00
Original Contract Expiration Date:	June 30, 2024	Previous Amendment(s) Total:	\$ 0
Current Contract Expiration Date:	June 30, 2024	This Amendment:	\$ 0
Requested Contract Expiration Date:	June 30, 2025	Total Contract Amount:	\$ 1,000,000.00

This amendment (“Amendment”) is by and between the State of Minnesota, through its Commissioner of the Minnesota Department of Human Services, Behavioral Health Division (“STATE”) and Ramsey County, located at 160 Kellogg Boulevard East, St. Paul, MN 55101, an independent contractor, not an employee of the State of Minnesota (“COUNTY”).

Recitals

1. STATE has a grant contract with COUNTY identified as Grant No. 231016 to support mental health urgency rooms used as a first contact resource for youths under the age of 26 who are experiencing a mental health crisis (Original Grant Contract);
2. The Original Grant Contract is being amended because STATE and COUNTY agree that a budget revision and additional time and duties are necessary for the satisfactory completion of the grant contract;
3. STATE and COUNTY agree to amend the contract as stated below:

Contract Amendment

In this Amendment, changes to Original Grant Contract language will use ~~strike through~~ for deletions and underlining for insertions.

The parties agree to the following revisions:

REVISION 1: Clause 1.2, “**Expiration date**” is amended as follows:

1.2. Expiration date. This CONTRACT is valid through ~~June 30, 2024~~June 30, 2025, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

REVISION 2: Clause 2, subclause 2.1, “**Duties**”, is amended as follows:

2.1 DUTIES. COUNTY shall perform duties in accordance with **Attachment A-1**: Work-Plan, which is attached and incorporated into this CONTRACT.

REVISION 3: Clause 2, subclause 2.2, “**Grant Progress Reports**”, is amended as follows:

2.2. Grant Progress Reports.

COUNTY shall submit grant progress reports to the STATE on a ~~monthly~~ quarterly basis and are due by the last day of the following month. Grant progress reports shall be de-identified to protect not public data. The reports shall summarize activities and outcomes for the given period, and may include, but are not limited to goals, objectives, activities, outcomes, challenges, lessons learned and financial information. COUNTY shall submit program reports to the STATE according to the following schedule and in a mutually agreed upon format:

<u>Due Date:</u>	<u>For service period:</u>
<u>September 2024</u>	<u>Prior quarter</u>
<u>December 2024</u>	<u>Prior quarter</u>
<u>March 2025</u>	<u>Prior quarter</u>
<u>June 2025</u>	<u>Prior quarter</u>

REVISION 4: Clause 3.1, subclause 3.1.a., “**Compensation**”, only, is amended as follows:

a. Compensation.

1. COUNTY will be paid in accordance with **Attachment B-1**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
 - a. COUNTY must obtain STATE written approval before changing any part of the budget.
 - b. Notwithstanding Clause 17.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
 - c. If COUNTY’s approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

REVISION 5:

Attachments A-1 and B-1, attached to this amendment, are hereby attached and incorporated into the Original Grant Contract and replace Attachments A and B.

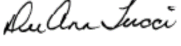
EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL GRANT CONTRACT AND ALL PREVIOUS AMENDMENTS REMAIN IN FULL FORCE AND EFFECT AND ARE INCORPORATED INTO THIS AMENDMENT BY REFERENCE.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
Signature page follows

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration, Policy 21-01.

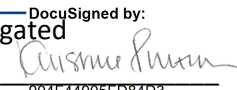
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By: 
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Date: 6/24/2024

Grant No: GRK 231016

3. STATE AGENCY

Individual certifies the applicable provisions of Minnesota Statutes, section 16B.97, subdivision 1 and Minnesota Statutes, section 16B.98 are reaffirmed.

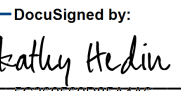
DocuSigned by:
By (with delegated authority): 
904F44905FD84D3...

Title: Deputy Assistant Commissioner

Date: 6/28/2024

2. COUNTY

Signatory certifies that COUNTY's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the COUNTY to the terms of this Agreement. COUNTY and Signatory agree that the State Agency relies on the Signatory's certification herein.

DocuSigned by:
By: 
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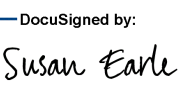
Title: Deputy County Manager

Date: 6/24/2024

DocuSigned by:
By: 
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Title: Assistant Ramsey County Attorney

Date: 6/27/2024

DocuSigned by:
By: 
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Title: Deputy Finance Director, Sign for County Manag

Date: 6/28/2024

ATTACHMENT A-1 Schedule of Tasks and Deliverables				
Goal (What are the broad intended results you are hoping to accomplish through this project?)	Objective (What are the measureable step(s) you must take to achieve the goal?)	Description of Task/Duties (What are the activities you must complete to achieve the objective?)	Role Responsible	Timeframe for Completion
Provide effective wraparound MH/Crisis services for youth with priority for African American boys ages 13-18	Increase access to psychiatric and mental health services based on medical necessity for youth and families	Hire a Project Manager to plan and operationalize the MHUC	Human Resources/Director	Completed-May 2023
		Amend contract for additional psychiatry services to meet needs of MHUC.	Project Manager/Contract Management	Completed-January 2024
		CAT Screening Tool and CASI screening tool identified and will be completed in NEXT GEN Computer System	Project Manager/Program Manager	Completed Sept 2023
		Complete Crisis assessment with youth entering the Mental Health Urgent Care which contain the CAGE (Substance use Screen & Columbia (Suicide Risk Screen)	Program Staff	Ongoing
		Establish agreement with Children's Hospital for Mental Health status short-term evaluations	Project Manager/Contract Manager	Summer 2023-Ongoing
	Increase engagement with families through Children and Family Services Resources	Increase involvement of CFS with children's crisis to involve family/relatives/kin in decision making regarding MH needs	Program Staff/Supervisors	June 2024-Ongoing
		Implement Family Group Decision Making meetings to support families needs for youth within MHUC-	Program Staff/Supervisors	May2024-Ongoing
	Increase utilization of services at Ramsey County Mental Health Center and in community based agencies	Engage with current community providers, reestablishing relationships and advertise MHUC	Project Manager/Contract Manager	January 2024-Ongoing
		Utilize and refer to services available at RCMHC and in community as sources of referral (therapy, psychiatry, day treatment, CTSS)	Program Staff	May 2024-Ongoing

	Establish physical location for stability for up to 14 days	Establish contract with community provider to have crisis/stabilization beds available when needed for youth	Project Manager/Contract Manager	June 2024
Increase availability of walk-in mental health services in Ramsey County by increasing accessibility to the Mental Health Urgent Care	Increase staffing in the Mental Health Urgent Care to accommodate additional hours and decrease time spent in hospital without active care	Hire a FT Clerk to welcome those visiting MHUC	Program Supervisor/Human Resources	June 2024
		Hire two FT Security/deputy position-	Program Supervisor/Human Resources	Completed April 2024
		Hire a supervisor to supervise MHUC	Program Supervisor/Human Resources	Completed April 2024
		Identified need for 6 FT Crisis Stabilization Staff-2 staff from Childrents Crisis and 4 from CFS	Program Supervisor/Human Resources	May 2024
		Increase walk-in hours solidified and will occur 8am-7pm M-F and 10am-5pm Sat/Sun	Program Manager	June 2024
		Train staff providing crisis stabilization services to respond to crisis walk-in needs	Program Supervisor/Human Resources	Summer 2024
		Obtain/Purchase items to create welcoming and calming space for youth and families.	Project Manager	Completed April 2024
	Improve medical record systems to meet needs of Mental Health Urgent Care	Create capacity to technical systems (NextGen) to track assessments, referrals, and ongoing needs.	Project Manager/E-Health Capability Team	Completed April 2024
Evaluate capacity and changes made to NextGen to support Mental Health Urgent Care Operations.		Project Manager/E-Health Capability Team	Spring 2025	
Improve engagement with families in Ramsey	Increase engagement with community to better	Hold 3-4 community forums to hear voice of community and community providers	Project Manager/CFS Planners/Race Equity Liaisons	Ongoing

County who experience MH needs	understand needs of the residents of Ramsey County	Create a survey to engage with families and to address barriers to MH services.	Evaluation team/Project Manager	Completed April 2023
		Evaluate Services provided through the Mental Health Urgent Care through survey.	Evaluation team/Project Manager	Ongoing
		Create a means for communicating updates on the Mental Health Urgent Care to staff and community members.	Project Manager/Communications team/Supervisor	Completed
		Continue ongoing communication for MHUC Updates for community, community providers and staff.	Project Managers/staff	Ongoing
		Hold a grand opening kick-off event to advertise new services.	Project Manager/Planner	June 2024

Attachment B-1 Mental Health Urgency Room Pilot

CATEGORY	TOTAL BUDGET SFY23	SFY23 ACTUAL EXPENDITURES	TOTAL BUDGET SFY24	SFY24 ACTUAL EXPENDITURES	TOTAL BUDGET SFY25	TOTAL	
Salaries	\$ -	\$0.00	\$ 104,933.00	\$25,855.01	\$ 219,250.00		
Fringe	\$ -	\$0.00	\$ 38,878.00	\$9,737.31	\$ 81,123.00		
Contracted Services	\$ -	\$0.00	\$ 14,000.00	\$0.00	\$ 343,016.00		
Program Costs	\$ -	\$0.00	\$ 2,360.00	\$0.00	\$ 10,000.00		
Staff Development	\$ -	\$0.00	\$ -	\$0.00	\$ 5,000.00		
Communications	\$ 4,399.00	\$0.00	\$ 6,899.00	\$0.00	\$ 1,964.00		
Client Transportation	\$ -	\$0.00	\$ 1,425.00	\$0.00	\$ 4,607.00		
Client Housing Costs	\$ -	\$0.00	\$ 180.00	\$0.00	\$ 420.00		
Client Emergency Funds	\$ -	\$0.00	\$ -	\$0.00	\$ 45,420.00		
Space Costs	\$ 3,444.00	\$0.00	\$ 15,000.00	\$7,877.28	\$ -		
Equipment	\$ 77,150.00	\$0.00	\$ 1,800.00	\$0.00	\$ 103,725.00		
Total Request	\$ 84,993.00	\$ -	\$ 800,151.71	\$ 114,855.29	\$ 814,525.00		\$ 929,380.29

FY23 Carryover Available \$ 84,993.00 FY24 Carryover Available \$ 685,296.42 Plus \$70,619.71 expected expenditures spent Q2 2024

BUDGET JUSTIFICATION Year 1: 05/15/2023 to 06/30/2023			
CATEGORY	JUSTIFICATION NARRATIVE	TOTAL BUDGET SFY23	SFY23 ACTUAL EXPENDITURES
Salaries			
Fringe Benefits			
Contracted Services			
Space Cost (Incl utilities)	Cube Redesign \$1,070, TVs, furniture, outlet covering, safety measures=\$2,374	\$ 3,444.00	\$0.00
Equipment	EHR Program build out \$77,150	\$ 77,150.00	\$0.00
Bonds & Insurance			
Copying			
Data Processing			
Communications	Community Engagement Event(Space, food, decorations)=\$2,149 Community Engagement Surveys Participations funds: (\$15 gift cards X 150 participants)=\$2250	\$ 4,399.00	\$0.00
Instate Travel			
Out-of-State Travel			
Program Costs			
Evaluation			
Audit			
Staff Development			
Child Care - Day Care			
Client Transportation			
Client Housing Costs			
Client Incentives			
Client Emergency Funds			
Total Direct Costs		\$ 84,993.00	\$0.00
Indirect Cost			
SFY23 TOTAL REQUEST		\$ 84,993.00	\$0.00

SFY23 Carryover Amount Available \$84,993.00
 SFY23 Carryover Amount Requested by Provider \$84,993.00

BUDGET JUSTIFICATION Year 2: 07/01/2023 to 06/30/2024			
CATEGORY	JUSTIFICATION NARRATIVE	TOTAL BUDGET SFY24	SFY24 ACTUAL EXPENDITURES
Salaries	(1 FT Clerk Typist=49,500, 1 FT MH Supervisor = \$100,000, 1 FT Peer Recovery Specialist=\$55,000, 1 FT MHP=82,000, 1 FT Social Worker=79,000)=365,500	\$365,500.00	\$25,855.01
Fringe Benefits	Salary Total 365,500x.37 (Health/dental/life/disability insurance/Pension & Deferred Comp Match)=	\$135,235.00	\$81,123.00
Contracted Services	Psychiatry contract: 40 contracted psychiatric hours @ \$235/hour=\$9,400, NP 20 contracted hours/year at \$175=\$3,500, FT Security Contract: \$30/hour X 6 hours/day X 365 days=65,700, Contract for Non-Denial Beds, \$525/day of use 36 children X 14 (day average stay)=\$264,600	\$ 343,200.00	
Space Cost (Incl utilities)			\$7,877.28
Equipment	EHR Annual cost of license, support, security \$36,000	\$ 36,000.00	
Bonds & Insurance			
Copying			
Data Processing			
Communications	Meetings with community providers, law enforcement, fliers, kick off event. Cost of meetings includes refreshments, space, and materials. Cost of kick off includes food, refreshments, decorations	\$ 2,500.00	
Instate Travel			
Out-of-State Travel			
Program Costs	Fidget Toys/games: \$160, Furniture sensory chairs/bean bags etc, weighted blankets: \$9000, Clothing needs (\$100 X 10 children)=\$1,000, 2 IPADSX \$600=\$1,200, Clothing needs (\$100 X 40 youth)=\$4,000	\$ 15,360.00	
Evaluation			
Audit			
Staff Development	2 Trainings @ (\$1,000) in person specialized training for all staff who work at the Mental Health Urgent Care=\$2,000	\$ 2,000.00	
Child Care - Day Care			
Client Transportation	Staff mileage to transport to hospital, shelter, enhanced home, etc .635 @ 3200 miles=\$2032, gas cards for family/relatives to support MH youth needs=\$25X40 youth @ 4/family in per month=\$4,000	\$ 6,032.00	
Client Housing Costs	Comfort Snacks for youth	\$ 600.00	
Client Incentives			
Client Emergency Funds	40 youth @ \$715 (Daily Rate for CCBHC-used for estimation of services) X 30% (youth under insured or with out insurance)=	\$ 8,580.00	
Total Direct Costs		\$ 915,007.00	\$114,855.29
Indirect Cost			
SFY24 TOTAL REQUEST		\$ 915,007.00	\$114,855.29

SFY24 Carryover Amount Available \$800,151.71
 SFY24 Carryover Amount Requested by Provider \$800,151.71

Plus \$70,619.71 expected expenditures spent Q2 2024

Attachment B-1 BUDGET JUSTIFICATION FORM

BUDGET JUSTIFICATION Year 3: 07/01/2024 to 06/30/2025		
CATEGORY	JUSTIFICATION NARRATIVE	Year 3
Salaries	1.5 Clerk typist @ 49,500=74250 1MHP Supervisor @ 95,000=95000 1 Urgent Care Project Manager (6 months) @ 100,000=50000	\$219,250.00
Fringe Benefits	Salary Total 219,250x.37 (Health/dental/life/disability insurance/Pension & Deferred Comp Match)=81,123	\$81,123.00
Contracted Services	Psychiatry contract: 40 contracted psychiatric hours @ \$235/hour=\$9,400, NP 20 contracted hours/year at \$175=\$3,500, FT Security Contract: \$31/hour X 68 hours/week=\$109,616, Contract for Non-Denial Beds, \$900/day of use 35 children X 7 (day average stay)=\$220,500=343,016	\$ 343,016.00
Space Cost (Incl utilities)		
Equipment	EHR BUILD OUT \$66,725, EHR Annual cost of license, support, security \$37,000	\$ 103,725.00
Bonds & Insurance		
Copying		
Data Processing		
Communications	Community Engagement Event(Space, food, decorations)= Meetings with community providers, law enforcement, fliers, Cost of meetings includes refreshments, space, and materials.	\$ 1,964.00
Instate Travel		
Out-of-State Travel		
Program Costs	Furniture sensory chairs/bean bags etc, weighted blankets: \$5000 Clothing needs (\$100 X 50 youth)=\$5,000	\$ 10,000.00
Evaluation		
Audit		
Staff Development	2 Trainings @ (\$2,500) in person specialized training for all staff who work at the Mental Health Urgent Care=\$5,000	\$ 5,000.00
Child Care - Day Care		
Client Transportation	Staff mileage to transport to hospital, shelter, enhanced home=\$2000, gas cards for family/relatives to support MH youth needs=\$2000, Bus tokens for families to support MH needs to get to and from appoints etc. \$607	\$ 4,607.00
Client Housing Costs	Comfort Snacks for youth	\$ 420.00
Client Incentives		
Client Emergency Funds	40 youth @ \$757 (Daily Rate for CCBHC-used for estimation of services)@ 5 sessions X 30% (youth under insured or with out insurance)=45420	\$ 45,420.00
Total Direct Costs		\$814,525.00
Indirect Cost (See note above, attach indirect cost detail)		
SFY25 TOTAL REQUEST		\$814,525.00

Board of Commissioners

Request for Board Action

Item Number: 2024-484

Meeting Date: 11/12/2024

Sponsor: Public Health

Title

Amendment to the Grant Agreement with the Minnesota Department of Public Safety for Sexual Assault Services

Recommendation

1. Approve an amendment to the grant agreement with the Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services for sexual assault services for the period upon execution through September 30, 2025, in the amount of \$347,314.
2. Authorize the Chair and Chief Clerk to execute the amendment.
3. Authorize the County Manager to execute amendments to the grant agreement in the form approved by the County Attorney's Office.

Background and Rationale

Public Health's Sexual Offense Services (SOS) program receives annual state and federal grant funding from the Minnesota Department of Public Safety, Office of Justice Programs to provide 24/7 crisis advocacy, ongoing individual advocacy, counseling and support, community awareness, information, and education. In addition, the SOS program provides follow-up services to victims and secondary victims (those who are impacted by sexual violence such as family and friends of victims). Follow-up services are provided only when a client provides SOS permission. Follow-up may include information about medical and legal needs as well as a general check-in within the first week of the client contacting SOS. This grant supports clients served by Public Health's SOS program for these services.

SOS services have been provided in Ramsey County since 1976. SOS answers approximately 8,000 service calls for approximately 1,100 victims of sexual violence, annually. The services provided are in accordance with and by defined terms of the Minnesota Department of Safety Office of Justice Programs. These services include crisis intervention, emotional support, financial resources and support for emergency services, transportation and compensation claims, information and referrals regarding social/human resources services, medical advocacy, criminal and civil advocacy, and safety services.

SOS has engaged in multiple outreach activities with a diverse array of disciplines including multiple private and public schools, Public Health, Ramsey County Social Services, shelters for people experiencing homelessness, libraries, the National Guard, clinics, and other community-based programs. Since 2019, in partnership with the RCO, local law enforcement and medical providers, SOS has been providing training to every new and/or current patrol officer in Ramsey County from all nine law enforcement agencies and to all new Emergency Communication Center staff. This continues to occur on a bimonthly basis. SOS is also a standing member of the Ramsey County Children's Multidisciplinary Team and the Ramsey County Adult Protection Multidisciplinary Team with input in cases where there is a risk of sexual violence and exploitation. Additionally, SOS supported the Minnesota Department of Human Services in developing statewide training for nursing homes and elderly care facilities in identifying signs of sexual violence, mitigating risks, and supporting survivors.

County Goals (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

Racial Equity Impact

Public Health recognizes that sexual violence is supported by all forms of oppression. To address this, the goals, objectives, and outcomes of SOS’s practices, structure, and funding requests are centered on serving residents who are more likely to be marginalized in society: people of color, women, LGBTQ+, low-income individuals, prisoners, the disabled, senior citizens. The funding of this grant supports 3.5 Full-Time Equivalent positions that provide direct crisis services to victims/survivors of sexual violence. When race and ethnicity is known, the majority of primary victim survivors served by SOS (53%) are non-White. Racially and ethnically diverse communities experience sexual violence at higher rates than White populations as reflected in the National Crime Victimization Survey and data collected by SOS. The disproportionate rate of sexual violence in racially and ethnically diverse communities is compounded by existing racial health disparities such as higher rates of diabetes, hypertension, obesity, asthma, and heart disease. These health disparities are highest in immigrant and refugee populations in Minnesota, many of whom live in Ramsey County.

The SOS program recognizes the value of a culturally responsive approach and wants to assist victims/survivors with a foundation of support. One of the ways is to always offer victim/survivor referrals to community culturally specific partner programs, including but not limited to: Comunidades Latinas Unidas en Servicio, ThinkSelf, MN Coalition Against Sexual Assault, Hmong American Partnership, Saint Paul Intervention Project, Tubman Family Alliance, and University of Minnesota Community University Health Care Center.

SOS is determined to make sexual violence advocacy services accessible to victims/survivors with limited English proficiency as well as deaf and hard-of-hearing individuals. Three of the eight staff speak and write fluently in another language (Hmong, Spanish, Arabic) and several more volunteer advocates speak additional languages including Somali, Swahili, Mandarin, Cantonese, French, Portuguese, and more. All employees and volunteers are trained on and access the Language Line as a tool to provide 24/7 translation services in over 240 languages.

Community Participation Level and Impact

SOS informs clients about and offers referrals to community culturally specific partner programs listed above. SOS has led and supported various community outreach events and campaigns including Start by Believing, an annual SOS Walk to Honor Survivors, and Sexual Violence Action Program with Saint Paul Public Schools. Additional methods of outreach and community involvement include an online evaluation of services for clients, and an ASKSOS email for community members and partners to connect with SOS staff easily. When fiscally able, SOS provides focus groups to seek input from both victims and survivors but also community partners. SOS is currently partnered with the RCAO to provide focus groups with survivors of sexual violence who identify as BIPOC women who have/have not engaged in the legal process to conduct qualitative data analysis. The results of this analysis will assist the Ramsey County criminal justice system toward meaningful transformative change focused on our racially and ethnically diverse community. SOS has one staff member dedicated to outreach to provide awareness and education regarding sexual violence and SOS services. Outreach efforts include weekly, in-person at the Saint Paul Opportunity Center, Saint Paul College and Macalester College. Additionally, the Sexual Assault Protocol Team is a partnership with over 90 people participating from over 30 agencies.

- Inform
- Consult
- Involve
- Collaborate
- Empower

Fiscal Impact

Public Health has been receiving this grant funding in an amount of \$347,374 per federal fiscal year since October 2016. The 2024-year grant was \$347,314. The amendment amount is \$347,314. The total budget for the 2024-2025 grant year is \$694,628.

Last Previous Action

On November 14, 2023, the Ramsey County Board of Commissioners approved a grant award from the Minnesota Department of Public Safety for Sexual Assault Services (Resolution B2023-197).

Attachments

1. Amendment to the Grant Agreement with the Minnesota Department of Public Safety



Minnesota Department of Public Safety (“State”) Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Crime Victim Services 2024 Grant Contract Agreement No.: A-CVS-2024-RAMS-SOS-041 Grant Contract Amendment No.: 1
Grantee: Ramsey County, Sexual Offense Services (SOS) 555 Cedar Street St Paul, Minnesota 55101-2260	Grant Contract Agreement Term: Effective Date: 10/1/2023 Expiration Date: 9/30/2024 <u>9/30/2025</u>
Grant Matching Requirement: Original Agreement Amount \$0.00 Previous Amendment(s) Total \$0.00 Current Amendment Amount \$0.00 Total Agreement Amount \$0.00	Grantee Contract Agreement Amount: Original Agreement Amount \$347,314.00 Previous Amendment(s) Total \$0.00 Current Amendment Amount <u>\$347,314.00</u> Total Agreement Amount <u>\$694,628.00</u>
State’s Authorized Representative: Aya Johnson, Grant Manager Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 274-1789 Aya.johnson@state.mn.us	Federal Funding: CFDA/ALN: 16.588 FAIN: 15JOVW-23-GG-00581-STOP State Funding: Minnesota Session Laws of 2023, Chapter 52, Article 2, Section 3, Subdivision 8. & <u>Minnesota Sessions Laws of 2024, Chapter 123, Article 1, Section 4, Subd 4a.</u> Special Conditions: Attached and incorporated into this grant agreement. See page 3.

In this Amendment deleted agreement terms will be struck out and added agreement terms will be underlined.

Revision 1. Exhibit A of the Original Grant Contract Agreement is replaced by Revised Exhibit A which is attached and incorporated into this Grant Contract Agreement. Any references to Exhibit A in the Original Grant Contract Agreement now refer to Revised Exhibit A.

Revision 2.

Special Conditions

1. Special Duties:

~~\$347,314~~ \$694,628 for sexual assault services in Ramsey County.

2. Time limitations on funding use:

Federal funding

VAWA 2023

\$396,656.00 is available from October 1, 2023 through September 30, 2025.

State funding

\$119,292.00 is available from October 1, 2023 through September 30, 2025.

\$178,680.00 is available from July 1, 2024 through September 30, 2025.

-continued-



The Original Grant Contract Agreement and all previous amendments are incorporated into this amendment by reference.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Grant Agreement No./PO No: A-CVS-2024-RAMS-SOS-041 / 3-90879

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

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Distribution: DPS/FAS

Grantee

State's Authorized Representative

Organization: St Paul - Ramsey County Department of Public Health, Sexual Offense Services (SOS)

A-CVS-2024-RAMS-SOS-041

Budget Summary

Budget			
Budget Category	Federal	State	Match
Personnel			
#1 Medical Services Coordinator	\$48,517.47	\$9,147.28	\$0.00
#2 Outreach Coordinator	\$70,227.00	\$0.00	\$0.00
#3 Client Services Coordinator	\$46,909.00	\$10,000.00	\$0.00
#4 Volunteer Coordinator	\$0.00	\$67,516.00	\$0.00
Personnel	\$168,634.00	\$178,680.00	\$0.00
Total	\$334,287.47	\$265,343.28	\$0.00
Payroll Taxes & Fringe			
Taxes and Fringe	\$62,368.53	\$32,628.72	\$0.00
Total	\$62,368.53	\$32,628.72	\$0.00
Total	\$396,656.00	\$297,972.00	\$0.00

Board of Commissioners

Request for Board Action

Item Number: 2024-499

Meeting Date: 11/12/2024

Sponsor: Public Health

Title

Amendment to the Grant Agreement with Minnesota Department of Public Safety, Office of Justice Programs Crime Victim Services, Violence Against Women’s Act STOP Grant

Recommendation

1. Approve the amendment to the grant agreement with Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services for the period upon execution through June 30, 2025.
2. Authorize the Chair and Chief Clerk to execute the amendment.
3. Authorize the County Manager to execute amendments to the grant agreement in a form approved by the Ramsey County Attorney's Office.

Background and Rationale

Public Health’s Sexual Offense Services (SOS) program provides victims of sexual violence 24/7 crisis advocacy, ongoing individual advocacy, counseling and support, community awareness, information and education. SOS services have been provided in Ramsey County since 1976 and SOS provides services to approximately 1,100 victims of sexual violence, annually. These services include:

- Transportation as necessary and appropriate.
- Information and referral regarding criminal justice process, victim’s rights, other victim service referrals including counseling options, Legal Advocacy for Victim service immigration services and other community organizations services.
- Assistance and accompaniment in obtaining emergency medical procedures 24/7/365 and any additional follow up information and referral.
- Assistance to survivors including any criminal justice system services including accompaniment during criminal justice events including law enforcement investigations, notification regarding criminal justice events and with victim impact statement needs.
- Follow up with victim survivors after initial contact and post any criminal justice events.

In the last two years, SOS has engaged in multiple outreach activities with a diverse array of disciplines including multiple private and public schools, Public Health, Ramsey County Social Services, shelters for people experiencing homelessness, libraries, the National Guard, clinics, and other community-based programs. In partnership with the Ramsey County Attorney’s Office, local law enforcement and medical providers, SOS helped train every new and current patrol officer in Ramsey County from all nine law enforcement agencies in 2019-2020. SOS is also a standing member of the Ramsey County Children’s Multidisciplinary Team, especially with cases where there is risk of sexual violence and exploitation, and the Ramsey County Adult Protection Multidisciplinary Team. Additionally, SOS supported the Minnesota Department of Human Services in developing statewide training for nursing homes and elderly care facilities in identifying signs of sexual violence, mitigating risks and supporting survivors.

Public Health applied for a grant from the Minnesota Department of Public Safety titled, Violence Against Women’s Act (VAWA) STOP special project to develop, implement, and pilot a program offering victims of sexual violence options when reporting to law enforcement and a multijurisdictional investigator through Saint Paul Police Department (SPPD). This grant supports victim/survivors served by Public Health’s SOS program who choose to report a sex crime and/or desire more autonomy and control over their engagement within the criminal justice system (CJS). Ramsey County has committed to providing trauma informed and victim-centered care through the Implementation Plan which was placed into action in 2019. A key element in this plan is direct collaboration and referrals from SPPD to SOS allowing sexual assault advocates to support victims reporting to law enforcement. The special project was developed and piloted from January 1, 2023, to December 31, 2024, will expand SOS services creating an avenue for victims of sexual assault to report directly to an advocate and have greater control of the depth of the investigation they desire. End Violence Against Women International published Opening Doors: Alternative Reporting Options for Sexual Assault Victims by Lonsway, Archambault, Huhtanen articulated the success of offering reporting options and the significant community demand to expand resources outside of the criminal justice system.

Additionally, this grant will fund an existing sex crimes investigator from SPPD to provide consultation and guidance across jurisdictions. Supplying expertise in the investigation process will significantly mitigate the retraumatization of a victim by ensuring that trauma informed care is of the greatest standard and minimizing a victim’s chances of being re-exposed to the crime through efficient and effective protocols and procedures. To accomplish this work, Public Health will use one previously approved limited duration position throughout the term of the grant to develop, implement, evaluate, and complete the pilot program. SPPD will use one previously approved limited duration sex crime investigator to support the program development and provide multijurisdictional investigative support.

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

Public Health recognizes that sexual violence is supported by all forms of oppression. To address this, the goals, objectives and outcomes of SOS’s practices, structure and funding requests are centered to serve residents who are more likely to be marginalized in society. The funding of this grant supports one limited duration position that provides trauma-informed, culturally competent services and assistance with embedding into SOS equitable policies and procedures that are trauma-informed, culturally competent services to underserved communities in Ramsey County who have experienced sexual violence and do not desire nor feel safe engaging with the existing criminal justice system.

Most primary victim survivors served by SOS are non-White. Racially and ethnically diverse communities experience sexual violence at higher rates than White populations as reflected in the National Crime Victimization Survey and data collected by SOS. The disproportionate rate of sexual violence in racially and ethnically diverse communities is compounded by existing racial health disparities such as higher rates of diabetes, hypertension, obesity, asthma, and heart disease. These health disparities are highest in immigrant and refugee populations in Minnesota, many of whom live in Ramsey County. With the high disparity of sexual violence in the Black communities, the SOS program commits to identifying new options for victims to feel empowered and safe if wishing to report a crime.

The organizational experience of Public Health will also lead to the effectiveness of the proposed activities. Public Health has extensive experience engaging residents and meeting community needs that are culturally specific and require an alternative to traditional reporting measures including Black/African American, African Born, Asian-Pacific Islander, Latino populations, LGBTQ communities, and Native American populations.

SOS is determined to make sexual violence advocacy services accessible to victims/survivors with limited English proficiency as well as deaf and hard of hearing individuals. Four of six staff speak and write fluently in another language (Hmong, Spanish, Arabic) and several more volunteer advocates speak additional languages including Somali, Swahili, Mandarin, Cantonese, French, Portuguese and more. All employees and volunteers are trained on and access the Language Line as a tool to provide 24/7 translation services in over 240 languages.

Community Participation Level and Impact

SOS informs clients about and offers referrals to community culturally specific partner programs. SOS has led and supported various community outreach events and campaigns including Start by Believing, an annual SOS Walk to Honor Survivors and Sexual Violence Action Program with Saint Paul Public Schools. Additional methods of outreach and community involvement include an online evaluation of services for clients, an ASKSOS email for community members and stakeholders to easily connect with SOS staff, and when fiscally able, SOS provides focus groups to seek input from both victims and survivors but also community stakeholders. SOS has one staff member dedicated to outreach to provide awareness and education regarding sexual violence and SOS services. Additionally, the Sexual Assault Protocol Team is a partnership with over 90 people participating from over 30 agencies.

Inform Consult Involve Collaborate Empower

Fiscal Impact

The grant agreement amount was approved from January 1, 2023, through December 31, 2024. The grant amendment has no fiscal impact, only the extension of the grant term.

Last Previous Action

On February 7, 2023, the Ramsey County Board of Commissioners approved the Grant Award from the Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services for Violence Against Women Act STOP Special Project (Resolution B2023-032).

Attachments

1. Amendment to Grant Agreement with the Minnesota Department of Public Safety



Minnesota Department of Public Safety (“State”) Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: VAWA STOP Special Projects 2023 Grant Contract Agreement No.: A-VAWA-2023-RAMS-SOS-00004
Grantee: St. Paul - Ramsey County Department of Public Health, Sexual Offense Services (SOS) 90 W Plato Boulevard St Paul, Minnesota 55107	Grant Contract Agreement Term: Effective Date: 1/1/2023 Expiration Date: 12/31/2024 <u>06/30/2025</u>
Grant Matching Requirement: Original Agreement Amount \$102,152.00 Previous Amendment(s) Total \$0.00 Current Amendment Amount \$0.00 Total Agreement Amount \$102,152.00	Grantee Contract Agreement Amount: Original Agreement Amount \$306,455.00 Previous Amendment(s) Total \$0.00 Current Amendment Amount \$0.00 Total Agreement Amount \$306,455.00

In this Amendment deleted agreement terms will be struck out and added agreement terms will be underlined.

Revision 1. Special Conditions of the Original Grant Agreement is amended as follows:

1. Time limitations on funding use:

- ~~\$132,000.00 is available from January 1, 2023 through June 30, 2023.~~
- ~~\$174,455.00 is available from January 1, 2023 through December 31, 2024.~~
- \$306,455.00 is available from January 1, 2023 through June 30, 2025.

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The Original Grant Contract Agreement and all previous amendments are incorporated into this amendment by reference.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Agreement No./PO No: A-VAWA-2023-RAMS-SOS-00004 / 3-84969

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

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Board of Commissioners

Request for Board Action

Item Number: 2024-445

Meeting Date: 11/12/2024

Sponsor: Finance

Title

2025 Capital Improvement Program Bond Ordinance - Waive First Reading and Set Public Hearing Date

Recommendation

1. Waive the first reading of the proposed 2025 Capital Improvement Program Bond Ordinance.
2. Set the Public Hearing date of December 3, 2024, at 9 a.m. or as soon as possible thereafter, in the Council Chambers, third floor of Ramsey County Courthouse, 15 West Kellogg Boulevard, Saint Paul, MN, 55102 to afford the public an opportunity to comment on the proposed 2025 Capital Improvement Program Bond Ordinance.

Background and Rationale

Ramsey County issues general obligation bonds to finance capital improvement projects identified in the county's annual Capital Improvement Plan.

The county's Capital Improvement Plan and Budget for 2025 includes \$19.5 million in capital improvement projects to be financed by bonds. This bond authority is included in the proposed 2025 Bond Ordinance as a placeholder, giving Ramsey County the ability to issue bonds for specific projects.

The proposed 2025 Capital Improvement Program Bond Ordinance authorizes the issuance of General Obligation Capital Improvement Plan Bonds and sets the maximum principal amount of bond issuance at \$19.5 million. The total principal amount of bonds issued cannot be more, and may be less, than the maximum set in this proposed Ordinance. At a future date, the Ramsey County Board will be requested to approve the actual amount of bonds issued and to award the sale of bonds to the best bidder.

Project financing included in the proposed 2025 Bond Ordinance:

2025 Proposed CIP New / Major Renovations Projects	\$13,000,000
2025 Proposed CIP Maintenance Projects	<u>\$6,500,000</u>
Total 2025 Bond Ordinance amount	\$19,500,000

The Ramsey County Home Rule Charter section 5.01.A.3 requires that certain acts of the Ramsey County Board shall be by ordinance, including: "Authorize the bonding and borrowing of money." The Ramsey County Home Rule Charter section 5.02 states each proposed ordinance shall receive two readings: first, at the time it is presented, and second, at the time of the public hearing as required by law. Both readings may be waived if a copy of the ordinance is supplied to each member of the Ramsey County Board prior to its introduction. In accordance with these requirements, the proposed 2025 Capital Improvement Program Bond Ordinance was provided to each commissioner prior to its introduction on November 12, 2024.

The Ramsey County Home Rule Charter section 5.02 states that every proposed ordinance shall hold a public hearing as required by law. 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 December 3, 2024, at 9 a.m. 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 651-266-9200 prior to December 3, 2024. If in-person testimony is not feasible, comments may alternatively be provided via the following methods:

- Email: chiefclerk@ramseycounty.us
- Phone 651-266-9200
- Written letter to: Chief Clerk, 15 West Kellogg Blvd, 250 Courthouse, Saint Paul, MN 55102

County Goals (Check those advanced by Action)

- Well-being Prosperity Opportunity Accountability

Racial Equity Impact

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

Community Participation Level and Impact

Ramsey County issues bonds to finance capital improvements identified in its annual capital improvement plan which is developed with public participation through the Capital Improvement Program Citizen's Advisory Committee (CIPAC), an advisory committee comprised of 14 residents, appointed by the Ramsey County Board, to assure public participation in the decision-making process. CIPAC reviews, rates and recommends capital improvement projects. The Ramsey County Board also holds a public hearing 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 proposed 2025 Capital Improvement Program Bond Ordinance authorizes a maximum amount of bond issuance to finance the capital improvements identified in the county's 2025 Capital Improvement Program Budget and Financing Plan. The annual Ramsey County budget includes debt service funding to pay for the cost of the bonds.

Last Previous Action

None.

Attachments

1. Proposed Ordinance
2. Notice of Publication Public Hearing 2025A
3. Proposed Schedule

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10 OFFICIAL SUMMARY OF ORDINANCE
11 AUTHORIZING THE ISSUANCE OF
12 GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS
13 IN AN AGGREGATE AMOUNT NOT TO EXCEED \$19,500,000
14

15 This ordinance authorizes the issuance of bonds, notes or other obligations, in one or more series in
16 an aggregate principal amount not to exceed \$19,500,000 for capital improvement needs.
17
18
19

20 ORDINANCE NO. _____
21

22 AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION CAPITAL
23 IMPROVEMENT BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$19,500,000
24
25

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

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

33 C. WHEREAS, the County’s proposed capital improvement budget for 2025
34 contemplates undertaking capital improvements financed in part by bonds, notes or other
35 obligations, in one or more series, in an estimated aggregate amount of \$19,500,000; and
36

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

- 40 1. Authorization of Bonds - The bonding and borrowing of money by the issuance of general
41 obligation bonds, notes or other obligations, in one or more series from time to time as needed,
42 in an aggregate principal amount not to exceed \$19,500,000 plus the amount of any premium
43 paid with respect thereto (the “Bonds”) is hereby authorized to finance (1) the costs of
44 improvements set forth in the 2025 capital improvement budget of the County, as approved and
45 amended; (2) the costs of any other improvements set forth in the County’s capital
46 improvement budgets of any year and any other capital expenditures authorized by the County,

47 to the extent proceeds of the Bonds are not expended on improvements set forth in the 2025
48 capital improvement budget, as approved and amended. The amount authorized under this
49 Ordinance is in addition to amounts previously authorized under prior ordinances of the
50 County.

51
52 2. Bonding Procedure and Terms - The Bonds shall be scheduled for sale and awarded for sale by
53 resolutions. The specific amount, maturities, interest rates and other terms and conditions of
54 the Bonds and covenants with respect to the Bonds shall be set or made by resolution.

55
56 3. Taxes - The Bonds shall be general obligations to which the full faith and credit and taxing
57 powers of the County are pledged. The Bonds may also be paid from interest earnings on the
58 debt service account, and from any other moneys appropriated by the County Board. The taxes
59 levied for the payment of the Bonds shall not limit or reduce the ability of the County to levy
60 taxes for the payment of the costs of other capital improvements or obligations issued to
61 finance the payment of such costs.

62
63 4. Authorization of Refunding Bonds - The bonding or borrowing of money by the issuance of
64 bonds or other obligations to refund the Bonds is hereby authorized on the same basis as set
65 forth in paragraphs 4 and 5 of Ordinance No. 93-292, authorizing the refunding of bonds issued
66 prior to November 6, 1992. Further proceedings to schedule such refunding bonds for sale, to
67 set the terms and conditions thereof, to make covenants with respect thereto and to award the
68 sale thereof may be, and are hereby authorized to be, done or taken by resolution.

69
70 5. Referendum Upon Petition - This ordinance is subject to the ordinance procedure of the
71 County's Home Rule Charter, including the holding of a referendum if a sufficient petition is
72 filed within forty-five (45) days after its publication. Among other conditions to be met, a
73 sufficient petition must be signed by registered voters of the County equal in number to ten
74 percent (10%) of those who voted in the County for the office of President of the United States
75 in the last general election.

**NOTICE OF
PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Ramsey County Board of Commissioners will hold a public hearing at 9 a.m., or as soon thereafter as possible, on Tuesday, December 3, 2024, in the Ramsey County Courthouse – Saint Paul City Hall (Council Chambers - Room 300), 15 West Kellogg Boulevard, Saint Paul, MN 55102.

This public hearing will be conducted in order to afford the public an opportunity to comment on the proposed 2025 Capital Improvement Program Projects ordinance. The maximum proposed bond issuance under this ordinance is \$19,500,000. The projects are summarized below:

<u>Project financing included in the proposed 2025 Bond Ordinance:</u>	
2025 Proposed CIP New / Major Renovations Projects	\$13,000,000
2025 Proposed CIP Maintenance Projects	\$6,500,000
 Total 2025 Bond Ordinance amount	 \$19,500,000

The entire proposed Ordinance can be found on Ramsey County’s web site www.ramseycounty.us (under the Public Notice section on the Ramsey County Board of Commissioners’ page) or obtained by calling the Chief Clerk – County Board at 651-266-9200.

Persons who intend to testify are requested to contact the Chief Clerk – County Board prior to December 3, 2024. If in-person testimony is not feasible, comments may alternatively be provided via the following methods:

- **Zoom Webinar ID:** 994 2071 4808 | **Passcode:** 650808 | **Phone:** 651-372-8299
- **Email:** chiefclerk@ramseycounty.us
- **Phone:** 651-266-9200
- **Written mail:** Chief Clerk, 15 W. Kellogg Blvd, Suite 250, Saint Paul, MN 55102

**OFFICIAL SUMMARY OF ORDINANCE
AUTHORIZING THE ISSUANCE OF
GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS
IN AN AGGREGATE AMOUNT NOT TO EXCEED \$19,500,000**

This ordinance authorizes the issuance of bonds, notes or other obligations, in one or more series in an aggregate principal amount not to exceed \$19,500,000 for capital improvement needs.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$ 19,500,000

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

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

C. WHEREAS, the County’s adopted capital improvement budget for 2025 contemplates undertaking capital improvements financed in part by bonds, notes or other obligations, in one or more series, in an estimated aggregate amount of \$ 19,500,000;

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

1. Authorization of Bonds - The bonding and borrowing of money by the issuance of general obligation bonds, notes or other obligations, in one or more series from time to time as needed, in an aggregate principal amount not to exceed \$19,500,000 plus the amount of any premium paid with respect thereto (the "Bonds") is hereby authorized to finance (1) the costs of improvements set forth in the 2025 capital improvement budget of the County, (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 2025 capital improvement budget due to changes occurring after the date hereof. The amount authorized under this Ordinance is in addition to amounts previously authorized under prior ordinances of the County.
2. Bonding Procedure and Terms - The Bonds shall be scheduled for sale and awarded for sale by resolutions. The specific amount, maturities, interest rates and other terms and conditions of the Bonds and covenants with respect to the Bonds shall be set or made by resolution.
3. Taxes - The Bonds shall be general obligations to which the full faith and credit and taxing powers of the County are pledged. The Bonds may also be paid from interest earnings on the debt service account, and from any other moneys appropriated by the County Board. The taxes levied for the payment of the Bonds shall not limit or reduce the ability of the County to levy taxes for the payment of the costs of other capital improvements or obligations issued to finance the payment of such costs.
4. Authorization of Refunding Bonds - The bonding or borrowing of money by the issuance of bonds or other obligations to refund the Bonds is hereby authorized on the same basis as set forth in paragraphs 4 and 5 of Ordinance No. 93-292, authorizing the refunding of bonds issued prior to November 6, 1992. Further proceedings to schedule such refunding bonds for sale, to set the terms and conditions thereof, to make covenants with respect thereto and to award the sale thereof may be, and are hereby authorized to be, done or taken by resolution.
5. Referendum Upon Petition - This ordinance is subject to the ordinance procedure of the County's Home Rule Charter, including the holding of a referendum if a sufficient petition is filed within forty-five (45) days after its publication. Among other conditions to be met, a sufficient petition must be signed by registered voters of the County equal in number to ten percent (10%) of those who voted in the County for the office of President of the United States in the last general election.

Ramsey County, Minnesota
General Obligation Capital Improvement Plan Bonds, Series 2025A
Proposed Schedule of Events

<u>Date</u>	<u>Event</u>
November 12	First Reading of Ordinance and Set Date for Public Hearing on Ordinance
December 3	Second Reading Ordinance and hold Public Hearing on Ordinance
December 17	Approval of Bond Ordinance and considers Resolution Authorizing the Sale of the Bonds
January 31	End of Forty-five (45) day Referendum Petition period
February 10	Sale of the Series 2025A Bonds
February 11	Results of the Series 2025A Bonds sale presented to the County Board
March 12	Settlement of the Series 2025A Bonds, receipt of proceeds

Amendment No. 1 for Grant Contract No. 231016

Contract Start Date:	May 15, 2023	Original Contract Amount:	\$ 1,000,000.00
Original Contract Expiration Date:	June 30, 2024	Previous Amendment(s) Total:	\$ 0
Current Contract Expiration Date:	June 30, 2024	This Amendment:	\$ 0
Requested Contract Expiration Date:	June 30, 2025	Total Contract Amount:	\$ 1,000,000.00

This amendment (“Amendment”) is by and between the State of Minnesota, through its Commissioner of the Minnesota Department of Human Services, Behavioral Health Division (“STATE”) and Ramsey County, located at 160 Kellogg Boulevard East, St. Paul, MN 55101, an independent contractor, not an employee of the State of Minnesota (“COUNTY”).

Recitals

1. STATE has a grant contract with COUNTY identified as Grant No. 231016 to support mental health urgency rooms used as a first contact resource for youths under the age of 26 who are experiencing a mental health crisis (Original Grant Contract);
2. The Original Grant Contract is being amended because STATE and COUNTY agree that a budget revision and additional time and duties are necessary for the satisfactory completion of the grant contract;
3. STATE and COUNTY agree to amend the contract as stated below:

Contract Amendment

In this Amendment, changes to Original Grant Contract language will use ~~strike through~~ for deletions and underlining for insertions.

The parties agree to the following revisions:

REVISION 1: Clause 1.2, “**Expiration date**” is amended as follows:

1.2. Expiration date. This CONTRACT is valid through ~~June 30, 2024~~June 30, 2025, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

REVISION 2: Clause 2, subclause 2.1, “**Duties**”, is amended as follows:

2.1 DUTIES. COUNTY shall perform duties in accordance with **Attachment A-1**: Work-Plan, which is attached and incorporated into this CONTRACT.

REVISION 3: Clause 2, subclause 2.2, “**Grant Progress Reports**”, is amended as follows:

2.2. Grant Progress Reports.

COUNTY shall submit grant progress reports to the STATE on a ~~monthly~~ quarterly basis and are due by the last day of the following month. Grant progress reports shall be de-identified to protect not public data. The reports shall summarize activities and outcomes for the given period, and may include, but are not limited to goals, objectives, activities, outcomes, challenges, lessons learned and financial information. COUNTY shall submit program reports to the STATE according to the following schedule and in a mutually agreed upon format:

<u>Due Date:</u>	<u>For service period:</u>
<u>September 2024</u>	<u>Prior quarter</u>
<u>December 2024</u>	<u>Prior quarter</u>
<u>March 2025</u>	<u>Prior quarter</u>
<u>June 2025</u>	<u>Prior quarter</u>

REVISION 4: Clause 3.1, subclause 3.1.a., “**Compensation**”, only, is amended as follows:

a. Compensation.

1. COUNTY will be paid in accordance with **Attachment B-1**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
 - a. COUNTY must obtain STATE written approval before changing any part of the budget.
 - b. Notwithstanding Clause 17.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
 - c. If COUNTY’s approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

REVISION 5:

Attachments A-1 and B-1, attached to this amendment, are hereby attached and incorporated into the Original Grant Contract and replace Attachments A and B.

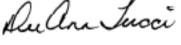
EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL GRANT CONTRACT AND ALL PREVIOUS AMENDMENTS REMAIN IN FULL FORCE AND EFFECT AND ARE INCORPORATED INTO THIS AMENDMENT BY REFERENCE.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
Signature page follows

APPROVED:

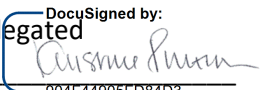
1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration, Policy 21-01.

DocuSigned by:

By: _____
9780AF8E93764DF...
Date: 6/24/2024
Grant No: GRK 231016


3. STATE AGENCY


Individual certifies the applicable provisions of Minnesota Statutes, section 16B.97, subdivision 1 and Minnesota Statutes, section 16B.98 are reaffirmed.


DocuSigned by:

By (with delegated authority): _____
904F44905FD84D3...
Title: Deputy Assistant Commissioner
Date: 6/28/2024

2. COUNTY

Signatory certifies that COUNTY's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the COUNTY to the terms of this Agreement. COUNTY and Signatory agree that the State Agency relies on the Signatory's certification herein.

DocuSigned by:

By: _____
5C369569D85A4A6...
Title: Deputy County Manager
Date: 6/24/2024

DocuSigned by:

By: _____
06277C243A7D4F3...
Title: Assistant Ramsey County Attorney
Date: 6/27/2024

DocuSigned by:

By: _____
D36ED297F4A24AB...
Title: Deputy Finance Director, Sign for County Manag
Date: 6/28/2024

ATTACHMENT A-1 Schedule of Tasks and Deliverables				
Goal (What are the broad intended results you are hoping to accomplish through this project?)	Objective (What are the measureable step(s) you must take to achieve the goal?)	Description of Task/Duties (What are the activities you must complete to achieve the objective?)	Role Responsible	Timeframe for Completion
Provide effective wraparound MH/Crisis services for youth with priority for African American boys ages 13-18	Increase access to psychiatric and mental health services based on medical necessity for youth and families	Hire a Project Manager to plan and operationalize the MHUC	Human Resources/Director	Completed-May 2023
		Amend contract for additional psychiatry services to meet needs of MHUC.	Project Manager/Contract Management	Completed-January 2024
		CAT Screening Tool and CASI screening tool identified and will be completed in NEXT GEN Computer System	Project Manager/Program Manager	Completed Sept 2023
		Complete Crisis assessment with youth entering the Mental Health Urgent Care which contain the CAGE (Substance use Screen & Columbia (Suicide Risk Screen)	Program Staff	Ongoing
		Establish agreement with Children's Hospital for Mental Health status short-term evaluations	Project Manager/Contract Manager	Summer 2023-Ongoing
	Increase engagement with families through Children and Family Services Resources	Increase involvement of CFS with children's crisis to involve family/relatives/kin in decision making regarding MH needs	Program Staff/Supervisors	June 2024-Ongoing
		Implement Family Group Decision Making meetings to support families needs for youth within MHUC-	Program Staff/Supervisors	May2024-Ongoing
	Increase utilization of services at Ramsey County Mental Health Center and in community based agencies	Engage with current community providers, reestablishing relationships and advertise MHUC	Project Manager/Contract Manager	January 2024-Ongoing
		Utilize and refer to services available at RCMHC and in community as sources of referral (therapy, psychiatry, day treatment, CTSS)	Program Staff	May 2024-Ongoing

	Establish physical location for stability for up to 14 days	Establish contract with community provider to have crisis/stabilization beds available when needed for youth	Project Manager/Contract Manager	June 2024
Increase availability of walk-in mental health services in Ramsey County by increasing accessibility to the Mental Health Urgent Care	Increase staffing in the Mental Health Urgent Care to accommodate additional hours and decrease time spent in hospital without active care	Hire a FT Clerk to welcome those visiting MHUC	Program Supervisor/Human Resources	June 2024
		Hire two FT Security/deputy position-	Program Supervisor/Human Resources	Completed April 2024
		Hire a supervisor to supervise MHUC	Program Supervisor/Human Resources	Completed April 2024
		Identified need for 6 FT Crisis Stabilization Staff-2 staff from Childrents Crisis and 4 from CFS	Program Supervisor/Human Resources	May 2024
		Increase walk-in hours solidified and will occur 8am-7pm M-F and 10am-5pm Sat/Sun	Program Manager	June 2024
		Train staff providing crisis stabilization services to respond to crisis walk-in needs	Program Supervisor/Human Resources	Summer 2024
	Obtain/Purchase items to create welcoming and calming space for youth and families.	Project Manager	Completed April 2024	
	Improve medical record systems to meet needs of Mental Health Urgent Care	Create capacity to technical systems (NextGen) to track assessments, referrals, and ongoing needs.	Project Manager/E-Health Capability Team	Completed April 2024
Evaluate capacity and changes made to NextGen to support Mental Health Urgent Care Operations.		Project Manager/E-Health Capability Team	Spring 2025	
Improve engagement with families in Ramsey	Increase engagement with community to better	Hold 3-4 community forums to hear voice of community and community providers	Project Manager/CFS Planners/Race Equity Liaisons	Ongoing

County who experience MH needs	understand needs of the residents of Ramsey County	Create a survey to engage with families and to address barriers to MH services.	Evaluation team/Project Manager	Completed April 2023
		Evaluate Services provided through the Mental Health Urgent Care through survey.	Evaluation team/Project Manager	Ongoing
		Create a means for communicating updates on the Mental Health Urgent Care to staff and community members.	Project Manager/Communications team/Supervisor	Completed
		Continue ongoing communication for MHUC Updates for community, community providers and staff.	Project Managers/staff	Ongoing
		Hold a grand opening kick-off event to advertise new services.	Project Manager/Planner	June 2024

Attachment B-1 Mental Health Urgency Room Pilot

CATEGORY	TOTAL BUDGET SFY23	SFY23 ACTUAL EXPENDITURES	TOTAL BUDGET SFY24	SFY24 ACTUAL EXPENDITURES	TOTAL BUDGET SFY25	TOTAL	
Salaries	\$ -	\$0.00	\$ 104,933.00	\$25,855.01	\$ 219,250.00		
Fringe	\$ -	\$0.00	\$ 38,878.00	\$9,737.31	\$ 81,123.00		
Contracted Services	\$ -	\$0.00	\$ 14,000.00	\$0.00	\$ 343,016.00		
Program Costs	\$ -	\$0.00	\$ 2,360.00	\$0.00	\$ 10,000.00		
Staff Development	\$ -	\$0.00	\$ -	\$0.00	\$ 5,000.00		
Communications	\$ 4,399.00	\$0.00	\$ 6,899.00	\$0.00	\$ 1,964.00		
Client Transportation	\$ -	\$0.00	\$ 1,425.00	\$0.00	\$ 4,607.00		
Client Housing Costs	\$ -	\$0.00	\$ 180.00	\$0.00	\$ 420.00		
Client Emergency Funds	\$ -	\$0.00	\$ -	\$0.00	\$ 45,420.00		
Space Costs	\$ 3,444.00	\$0.00	\$ 15,000.00	\$7,877.28	\$ -		
Equipment	\$ 77,150.00	\$0.00	\$ 1,800.00	\$0.00	\$ 103,725.00		
Total Request	\$ 84,993.00	\$ -	\$ 800,151.71	\$ 114,855.29	\$ 814,525.00		\$ 929,380.29

FY23 Carryover Available \$ 84,993.00 FY24 Carryover Available \$ 685,296.42 Plus \$70,619.71 expected expenditures spent Q2 2024

BUDGET JUSTIFICATION Year 1: 05/15/2023 to 06/30/2023			
CATEGORY	JUSTIFICATION NARRATIVE	TOTAL BUDGET SFY23	SFY23 ACTUAL EXPENDITURES
Salaries			
Fringe Benefits			
Contracted Services			
Space Cost (Incl utilities)	Cube Redesign \$1,070, TVs, furniture, outlet covering, safety measures=\$2,374	\$ 3,444.00	\$0.00
Equipment	EHR Program build out \$77,150	\$ 77,150.00	\$0.00
Bonds & Insurance			
Copying			
Data Processing			
Communications	Community Engagement Event(Space, food, decorations)=\$2,149 Community Engagement Surveys Participations funds: (\$15 gift cards X 150 participants)=\$2250	\$ 4,399.00	\$0.00
Instate Travel			
Out-of-State Travel			
Program Costs			
Evaluation			
Audit			
Staff Development			
Child Care - Day Care			
Client Transportation			
Client Housing Costs			
Client Incentives			
Client Emergency Funds			
Total Direct Costs		\$ 84,993.00	\$0.00
Indirect Cost			
SFY23 TOTAL REQUEST		\$ 84,993.00	\$0.00

SFY23 Carryover Amount Available \$84,993.00
 SFY23 Carryover Amount Requested by Provider \$84,993.00

BUDGET JUSTIFICATION Year 2: 07/01/2023 to 06/30/2024			
CATEGORY	JUSTIFICATION NARRATIVE	TOTAL BUDGET SFY24	SFY24 ACTUAL EXPENDITURES
Salaries	(1 FT Clerk Typist=49,500, 1 FT MH Supervisor = \$100,000, 1 FT Peer Recovery Specialist=\$55,000, 1 FT MHP=82,000, 1 FT Social Worker=79,000)=365,500	\$365,500.00	\$25,855.01
Fringe Benefits	Salary Total 365,500x.37 (Health/dental/life/disability insurance/Pension & Deferred Comp Match)=	\$135,235.00	\$81,123.00
Contracted Services	Psychiatry contract: 40 contracted psychiatric hours @ \$235/hour=\$9,400, NP 20 contracted hours/year at \$175=\$3,500, FT Security Contract: \$30/hour X 6 hours/day X 365 days=65,700, Contract for Non-Denial Beds, \$525/day of use 36 children X 14 (day average stay)=\$264,600	\$ 343,200.00	
Space Cost (Incl utilities)			\$7,877.28
Equipment	EHR Annual cost of license, support, security \$36,000	\$ 36,000.00	
Bonds & Insurance			
Copying			
Data Processing			
Communications	Meetings with community providers, law enforcement, fliers, kick off event. Cost of meetings includes refreshments, space, and materials. Cost of kick off includes food, refreshments, decorations	\$ 2,500.00	
Instate Travel			
Out-of-State Travel			
Program Costs	Fidget Toys/games: \$160, Furniture sensory chairs/bean bags etc, weighted blankets: \$9000, Clothing needs (\$100 X 10 children)=\$1,000, 2 IPADSX \$600=\$1,200, Clothing needs (\$100 X 40 youth)=\$4,000	\$ 15,360.00	
Evaluation			
Audit			
Staff Development	2 Trainings @ (\$1,000) in person specialized training for all staff who work at the Mental Health Urgent Care=\$2,000	\$ 2,000.00	
Child Care - Day Care			
Client Transportation	Staff mileage to transport to hospital, shelter, enhanced home, etc .635 @ 3200 miles=\$2032, gas cards for family/relatives to support MH youth needs=\$25X40 youth @ 4/family in per month=\$4,000	\$ 6,032.00	
Client Housing Costs	Comfort Snacks for youth	\$ 600.00	
Client Incentives			
Client Emergency Funds	40 youth @ \$715 (Daily Rate for CCBHC-used for estimation of services) X 30% (youth under insured or with out insurance)=	\$ 8,580.00	
Total Direct Costs		\$ 915,007.00	\$114,855.29
Indirect Cost			
SFY24 TOTAL REQUEST		\$ 915,007.00	\$114,855.29

SFY24 Carryover Amount Available \$800,151.71
 SFY24 Carryover Amount Requested by Provider \$800,151.71

Plus \$70,619.71 expected expenditures spent Q2 2024

Attachment B-1 BUDGET JUSTIFICATION FORM

BUDGET JUSTIFICATION Year 3: 07/01/2024 to 06/30/2025		
CATEGORY	JUSTIFICATION NARRATIVE	Year 3
Salaries	1.5 Clerk typist @ 49,500=74250 1MHP Supervisor @ 95,000=95000 1 Urgent Care Project Manager (6 months) @ 100,000=50000	\$219,250.00
Fringe Benefits	Salary Total 219,250x.37 (Health/dental/life/disability insurance/Pension & Deferred Comp Match)=81,123	\$81,123.00
Contracted Services	Psychiatry contract: 40 contracted psychiatric hours @ \$235/hour=\$9,400, NP 20 contracted hours/year at \$175=\$3,500, FT Security Contract: \$31/hour X 68 hours/week=\$109,616, Contract for Non-Denial Beds, \$900/day of use 35 children X 7 (day average stay)=\$220,500=343,016	\$ 343,016.00
Space Cost (Incl utilities)		
Equipment	EHR BUILD OUT \$66,725, EHR Annual cost of license, support, security \$37,000	\$ 103,725.00
Bonds & Insurance		
Copying		
Data Processing		
Communications	Community Engagement Event(Space, food, decorations)= Meetings with community providers, law enforcement, fliers, Cost of meetings includes refreshments, space, and materials.	\$ 1,964.00
Instate Travel		
Out-of-State Travel		
Program Costs	Furniture sensory chairs/bean bags etc, weighted blankets: \$5000 Clothing needs (\$100 X 50 youth)=\$5,000	\$ 10,000.00
Evaluation		
Audit		
Staff Development	2 Trainings @ (\$2,500) in person specialized training for all staff who work at the Mental Health Urgent Care=\$5,000	\$ 5,000.00
Child Care - Day Care		
Client Transportation	Staff mileage to transport to hospital, shelter, enhanced home=\$2000, gas cards for family/relatives to support MH youth needs=\$2000, Bus tokens for families to support MH needs to get to and from appoints etc. \$607	\$ 4,607.00
Client Housing Costs	Comfort Snacks for youth	\$ 420.00
Client Incentives		
Client Emergency Funds	40 youth @ \$757 (Daily Rate for CCBHC-used for estimation of services)@ 5 sessions X 30% (youth under insured or with out insurance)=45420	\$ 45,420.00
Total Direct Costs		\$814,525.00
Indirect Cost (See note above, attach indirect cost detail)		
SFY25 TOTAL REQUEST		\$814,525.00