



# Board of Commissioners

## Agenda

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

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August 5, 2025 - 9 a.m.

Council Chambers - Courthouse Room 300

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### ROLL CALL

### PLEDGE OF ALLEGIANCE

### LAND ACKNOWLEDGEMENT

1. **Agenda of August 5, 2025 is Presented for Approval** [2025-289](#)

Sponsors: County Manager's Office

Approve the agenda of August 5, 2025.

2. **Minutes from July 22, 2025 are Presented for Approval** [2025-290](#)

Sponsors: County Manager's Office

Approve the July 22, 2025 Minutes.

### PROCLAMATION

3. **Proclamation: Child Support Awareness Month** [2025-288](#)

Sponsors: County Attorney's Office

### ADMINISTRATIVE ITEMS

4. **Second Amendment to Lease Agreement with Suburban Square Partners LLP for Women, Infants, and Children Clinic Leased Space** [2025-254](#)

Sponsors: Property Management, Public Health

1. Approve the second amendment to the lease agreement with Suburban Square Partners, LLP, 7500 West 78th Street, Edina, MN 55439, for space at the Suburban Square Shopping Center, 1682 Suburban Avenue, Saint Paul, MN 55106, to extend the lease for the period of October 1, 2025 through September, 30, 2030, in accordance with the rates in the lease agreement, and with the option to renew for one additional five year term.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.
3. Authorize the County Manager to execute amendments that do not have a financial impact.

5. **Watermain Easement with the City of Shoreview at the Ramsey County Lake Owasso Residence** [2025-287](#)

Sponsors: Property Management, Social Services

1. Approve the watermain easement and agreement with the City of Shoreview, 4600 Victoria Street North, Shoreview, MN 55126, for a permanent easement for a city water main at the Ramsey County Lake Owasso Residence property.
2. Authorize the Chair and Chief Clerk to execute the agreement.

**6. Agreement with Saint Paul Capitals Hockey Association for Ice Rental** [2025-220](#)

Sponsors: Parks & Recreation

1. Approve agreement with Saint Paul Capitals Hockey Association, PO Box 16382, Saint Paul, MN 55116 for:
  - a. Ice rental upon execution of the agreement through April 1, 2030, with an option to have one five-year renewal term through April 1, 2035, with rates established in by the County Board of Commissioners.
  - b. Capital payments totaling \$50,000 for facility improvements.
2. Authorize the Chair and the Chief Clerk to approve the agreement.
3. Authorize the County Manager to establish a project budget for facility improvement for Highland Arena.
4. Authorize the County Manager to approve other minor improvements to the interior or exterior of ice arenas as requested by the Saint Paul Capitals Youth Hockey Association at their sole financial responsibility.

**7. Settlement Agreement in Matthew Breen v. Ramsey County, et al. (Court File No. 23-CV-03398-JRT-JDF)** [2025-292](#)

Sponsors: Board of Commissioners

1. Approve the settlement agreement with Matthew Breen relating to Matthew Breen v. Ramsey County, et al., Court File No. 23-CV-03398 (JRT/JDF), totaling \$460,000.
2. Authorize the Chair and Chief Clerk to execute the settlement agreement.

**8. Settlement Agreement in Ching Vang v. Alex Grundhofer, et. al. (Court File No. 0:24-CV-00397-NEB-ECW)** [2025-294](#)

Sponsors: Board of Commissioners

1. Approve the settlement agreement with Ching Vang, Case No. 0:24-CV-00397 -NEB-ECW, totaling \$242,500.00.
2. Authorize the Chair and Chief Clerk to execute the settlement agreement.

**9. Declaration of Local State of Emergency Due to City of Saint Paul Digital Security Incident** [2025-302](#)

Sponsors: Emergency Management & Homeland Security

1. Under the authority given in Minnesota Statutes 12.29, declare Ramsey County to be in a Local State of Emergency effective July 29, 2025, due to the ongoing and expected response to the digital security incident in the city of Saint Paul.
2. Authorize the County Manager to declare that this Local State of Emergency will end at such time as the County Manager determines, acting on the advice of the Director of Emergency Management and Homeland Security, and subject matter experts. The County Manger must notify the Chair of the Ramsey County Board within 24 hours that

it is determined that the State of Emergency is no longer warranted.

3. Authorize the County Manager and Director of Emergency Management and Homeland Security to coordinate such actions and request such state and/or federal assistance as needed to protect lives and public and private property in Ramsey County and the recovery of the county to the extent practicable and allowed by law, ordinance, and Charter.
4. Direct the Chief Clerk to give prompt and general publicity of the declaration and any termination of the Local State of Emergency and that it be filed promptly by the Chief Clerk.

## **COUNTY CONNECTIONS**

## **OUTSIDE BOARD AND COMMITTEE REPORTS**

## **BOARD CHAIR UPDATE**

## **ADJOURNMENT**

Following County Board Meeting:

No meetings.

Advance Notice:

Aug 12, 2025 County board meeting – Council Chambers

Aug 19, 2025 County board meeting – Council Chambers

Aug 26, 2025 County board meeting – Council Chambers

Sept 02, 2025 County board meeting – Council Chambers



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2025-289

**Meeting Date:** 8/5/2025

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**Sponsor:** County Manager's Office

**Title**

Agenda of August 5, 2025 is Presented for Approval

**Recommendation**

Approve the agenda of August 5, 2025.



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2025-290

**Meeting Date:** 8/5/2025

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**Sponsor:** County Manager's Office

**Title**

Minutes from July 22, 2025 are Presented for Approval

**Recommendation**

Approve the July 22, 2025 Minutes.

**Attachments**

1. July 22, 2025 Minutes

# **Board of Commissioners Minutes**

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**July 22, 2025 - 9 a.m.**

**Council Chambers - Courthouse Room 300**

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The Ramsey County Board of Commissioners met in regular session at 9:02 a.m. with the following members present: Jebens-Singh, McGuire, McMurtrey, Moran, and Chair Ortega. Commissioner Xiong was absent during Roll Call and the approval of the Agenda. She arrived at 9:04 a.m. and was present during the rest of the board meeting. Commissioner Miller was absent. Also present were Ling Becker, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

## **ROLL CALL**

Present: Jebens-Singh, McGuire, McMurtrey, Moran, Ortega, and Xiong  
Excused: Miller

## **PLEDGE OF ALLEGIANCE**

## **LAND ACKNOWLEDGEMENT**

Presented by Commissioner Jebens-Singh.

1. Agenda of July 22, 2025 is Presented for Approval [2025-278](#)

Sponsors: County Manager's Office

Approve the agenda of July 22, 2025.

Motion by Moran, seconded by McGuire. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Moran, and Ortega

Excused: Miller

Absent: Xiong

2. Minutes from July 8, 2025 are Presented for Approval [2025-279](#)

Sponsors: County Manager's Office

Approve July 8, 2025 Minutes.

Commissioner Xiong arrived during approval of the July 8, 2025 Minutes at 9:04 a.m.

Motion by Moran, seconded by McGuire. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Moran, Ortega, and Xiong

Excused: Miller

## **PRESENTATION OF AWARD**

3. Presentation: Ramsey County Employee Achievement Award: Amy Stieve, Probation Officer. [2025-258](#)

Sponsors: Human Resources

None. For information and discussion only.

## ADMINISTRATIVE ITEMS

5. Appointments to the Workforce Innovation Board of Ramsey County [2025-262](#)

Sponsors: Workforce Solutions

Appoint the following individuals to serve on the Workforce Innovation Board of Ramsey County for a term beginning August 1, 2025, and ending July 31, 2027:

- Ismail Ali (incumbent) Business
- Becky Degendorfer (incumbent) Business
- Sara Garbe (incumbent) One-Stop Partner
- Karen Gerdin Education
- Lisa Guetzkow (incumbent) One-Stop Partner
- Ricardo Bennett Guzman Community-Based Organization
- Traci Leffner Business
- Donald Mullin (incumbent) Labor
- Koami Pedado (incumbent) Business
- Aalayha Traub (incumbent) Business
- Tracy Wilson (incumbent) Education

Motion by Jebens-Singh, seconded by McGuire. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Moran, Ortega, and Xiong

Excused: Miller

Resolution: [B2025-143](#)

6. Set Public Hearing Date for Jurisdictional Transfer of County Road 94/South Shore Boulevard - White Bear Township [2025-276](#)

Sponsors: Public Works

Set the public hearing date of August 18, 2025, at 7:30 p.m. or as soon thereafter, at White Bear Township Town Board meeting at 4200 Otter Lake Road, White Bear Township, MN 55110, to afford the public an opportunity to comment on the proposed Jurisdictional Transfer of County Road - County Road 94/South Shore Boulevard.

Motion by Jebens-Singh, seconded by McGuire. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Moran, Ortega, and Xiong

Excused: Miller

Resolution: [B2025-144](#)

4. Obligation of Local Affordable Housing Aid for 2025 Housing Development Projects [2025-240](#)

Sponsors: Community & Economic Development

1. Approve recommended projects and funding amounts up to \$11,900,000 for the acquisition, stabilization and preservation of existing affordable housing.
2. Authorize the County Manager to enter into the necessary loan or other agreements and execute amendments to loan or other agreements, in a form approved by the County Attorney's Office.

Presented by Max Holdhusen, Deputy Director, Community and Economic Development. Discussion can be found on archived video.

Motion by Xiong, seconded by McGuire. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Moran, Ortega, and Xiong

Excused: Miller

Resolution: B2025-145

## **PRESENTATION**

### **7. Presentation: Flock Safety Cameras**

[2025-291](#)

Sponsors: Sheriff's Office

None. For information and discussion only.

Presented by Bob Fletcher, Ramsey County Sheriff. Discussion can be found on archived video.

## **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**

No updates.

## **ADJOURNMENT**

Chair Ortega declared the meeting adjourned at 10:45 a.m.

## **CLOSED MEETING**

Pursuant to Minnesota Statutes § 13D.05, subdivision 3(b) in order to discuss Daeshon Tucker v. Smith et al. matter the Ramsey County Board will met in a closed meeting, which is not open to the public.

In Re Daeshon Tucker v. Smith et al. matter

The Closed Meeting was called to order at 11:00 am.

Present: Commissioners Jebens-Singh, McGuire, McMurtrey, Xiong, and Chair Ortega.  
Commissioner Miller was absent.

Also present: Ling Becker, Ramsey County Manager; Jada Lewis, Civil Division Director, Ramsey County Attorney's Office; Brett Bacon, Assistant County Attorney; Alex Kotze, Chief Financial Officer, Finance; Nadir Abdi, Deputy County Manager, Health and Wellness Service Team; Monica Long, Director, Community Corrections; Liz Reetz, Deputy Director, Community Corrections; Deanna Pesik, Chief Compliance and Ethics Officer, Compliance and Ethics Office; Jason Patten, Claims Administrator, Compliance and Ethics Office; Jason Yang, Chief Clerk, County Manager's Office.

Motioned by Xiong, seconded by McGuire. Unanimously approved.

The Board of Ramsey County Commissioners authorized the Ramsey County staff to proceed as discussed in this closed meeting (B2025-146).



The closed meeting was adjourned at 11:25 am.



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2025-288

**Meeting Date:** 8/5/2025

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**Sponsor:** County Attorney's Office

**Title**

Proclamation: Child Support Awareness Month

**Attachments**

1. Proclamation

# Proclamation

WHEREAS, The month of August is National Child Support Awareness Month; and

WHEREAS, It is a time to raise awareness of the mission and initiatives of the Child Support Services Division of the Ramsey County Attorney's Office; and

WHEREAS, Child Support reduces reliance on public assistance, highlighted by the 60% of parents on the Ramsey County caseload who are former recipients of public assistance; and

WHEREAS, The goals of the child support program are best achieved through an approach that recognizes the unique needs of the whole family and honors the role of fathers; and

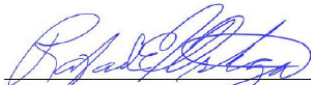
WHEREAS, Ramsey County Child Support is participating in the Safe Access for Victims' Economic Security (SAVES) grant, and changing practices to help survivors of domestic violence safely access child support services; and

WHEREAS, Ramsey County Child Support promotes equitable child support services through policy and legislative changes, such as arrears forgiveness and stopping interest charging, to reduce debt that negatively impacts the well-being of parents; and

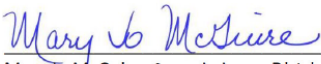
WHEREAS, It is also a time to acknowledge and show appreciation for Ramsey County child support employees who served nearly 23,000 children and their parents by establishing legal parentage, locating parents, obtaining and modifying child support orders, and collecting nearly \$40 million in child support payments; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares August 2025 as Child Support Awareness Month in Ramsey County; and Be It Further

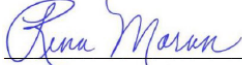
PROCLAIMED, The Ramsey County Board of Commissioners recognizes the employees of the Child Support Services Division of the Ramsey County Attorney's Office who make a difference in the lives of children and their families.



Rafael Ortega, Board Chair, District 5



Mary Jo McGuire, Commissioner, District 2



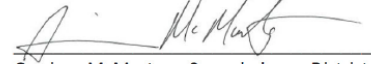
Rena Moran, Commissioner, District 4



Kelly Miller, Commissioner, District 7



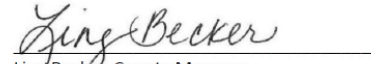
Tara Jebens-Singh, Commissioner, District 1



Garrison McMurtrey, Commissioner, District 3



Mai Chong Xiong, Commissioner, District 6



Ling Becker, County Manager

# Board of Commissioners

## Request for Board Action

**Item Number:** 2025-254

**Meeting Date:** 8/5/2025

**Sponsor:** Property Management & Public Health

### Title

Second Amendment to Lease Agreement with Suburban Square Partners LLP for Women, Infants, and Children Clinic Leased Space

### Recommendation

1. Approve the second amendment to the lease agreement with Suburban Square Partners, LLP, 7500 West 78th Street, Edina, MN 55439, for space at the Suburban Square Shopping Center, 1682 Suburban Avenue, Saint Paul, MN 55106, to extend the lease for the period of October 1, 2025 through September, 30, 2030, in accordance with the rates in the lease agreement, and with the option to renew for one additional five year term.
2. Authorize the Chair and Chief Clerk to execute the lease amendment.
3. Authorize the County Manager to execute amendments that do not have a financial impact.

### Background and Rationale

Ramsey County Public Health delivers its Women, Infant and Children (WIC) program service at six clinic sites within Ramsey County. The existing WIC clinic in the Suburban Square Shopping Center offers a welcoming environment and is in a convenient area of the community for resident utilizing its services, as it is located in an area easily accessible by public transit. Public Health has utilized this leased space in the Suburban Square Shopping Center for past 10 years and will continue to provide WIC services to residents of Ramsey County by retaining the WIC clinic in this leased location.

Property Management recommends approval of the five-year lease renewal for WIC clinic space at the Suburban Square Shopping Center.

### County Goals (Check those advanced by Action)

☒ Well-being      ☒ Prosperity      ☒ Opportunity      ☒ Accountability

### Racial Equity Impact

Saint Paul - Ramsey County WIC serves over 17,600 participants each month, 89% of which come from communities of color. The Suburban Square WIC Clinic serves over 3,800 participants each month. Renewing the WIC clinic lease is essential to advancing racial and health equity, as the clinic provides nutrition support, health education, lactation support, and healthy foods to low-income families affected by food insecurity. By maintaining a local, trusted and accessible WIC presence, Ramsey County helps ensure that families can continue to receive culturally responsive care and resources directly addressing disparities in maternal and child health outcomes.

### Community Participation Level and Impact

Ramsey County Public Health continues to partner with those in need of WIC services. The program routinely seeks feedback through customer service surveys, including questions about ease of access to services. Additionally, the number of participants seeking WIC services at the Suburban Square WIC clinic continues to increase. Currently, over 3,900 participants are served at this location each month.

☒ Inform☒ Consult☐ Involve☐ Collaborate☐ Empower**Fiscal Impact**

The five-year lease renewal will be funded by Public Health, and is estimated to cost \$224,905 for the five-year term.

**Last Previous Action**

On June 16, 2015, the Ramsey County Board of Commissioners approved the lease agreement with Suburban Square Partners, LLP (Resolution B2015-197).

**Attachments**

1. Second Amendment to Lease Agreement

**#2 AGREEMENT AMENDING LEASE  
AND LEASE RENEWAL**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 between Suburban Square Partners, LLP hereinafter called "Landlord" and Ramsey County, on behalf of its Saint Paul – Ramsey County Public Health, 555 Cedar Street, Saint Paul, Minnesota 55101, a political subdivision of the State of Minnesota, hereinafter called the "TENANT".

WITNESSETH THAT:

WHEREAS LANDLORD and TENANT entered into that certain Lease, hereinafter called "Lease", dated June 23, 2015 (the "Original Lease), covering 2,188 square feet of space in the Suburban Square Shopping Center located at 1682 Suburban Avenue, St. Paul, Minnesota 55106 and

WHEREAS, it is the desire of the parties hereto to amend the Lease as hereinafter provided:

NOW THEREFORE, in consideration of the mutual promises herein contained, and of other good and valuable consideration the receipt and sufficiency of which consideration is hereby acknowledged by each of the parties hereto, it is agreed by and between the parties as follows:

1. Lease Term shall be extended five (5) years starting October 1, 2025 and ending September 30, 2030 and Base Rent shall be amended as follows:

<b>Lease Period</b>	<b>P.S.F. Rate</b>	<b>Annual Lease Amount</b>	<b>Monthly Rent</b>
10/1/2025 – 9/30/2026	\$19.75	\$43,213.00	\$3,601.08
10/1/2026 – 9/30/2027	\$20.15	\$44,088.20	\$3,674.02
10/1/2027 – 9/30/2028	\$20.55	\$44,963.40	\$3,746.95
10/1/2028 – 9/30/2029	\$20.96	\$45,860.48	\$3,821.71
10/1/2029 – 9/30/2030	\$21.38	\$46,779.44	\$3,898.29

2. **OPTION TO RENEW:** Provided Tenant is not then in any declared default under any of the terms, covenants or conditions of this Lease, Landlord hereby grants to Tenant the right and option to extend this Lease for one (1) additional five (5) year term commencing upon the expiration of the renewal term of the Lease.

Tenant shall exercise its option to extend the term of this Lease by written notice to Landlord at least one hundred eighty (180) days prior to the date of expiration of the renewal term of this Lease. Failure to give written notice shall be an absolute waiver of Tenant's renewal rights as set forth herein. The extended term shall be upon the same terms, covenants and conditions as those provided in the Lease for the initial term of this Lease except that the rental to be paid by Tenant to Landlord shall be negotiated at fair market rent agreed upon by both parties.

**Suburban Square Partners, LLP**

7500 West 78<sup>th</sup> Street

Edina, MN 55439

952.947.3000

**Tenant Name: Ramsey County - WIC**

Unit /Address: 1682 Suburban Avenue

Center: Suburban Square, St. Paul, MN 55106

3. Except as herein provided, all the terms and conditions of the Lease shall remain unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

Landlord: Suburban Square Partners, LLP

Tenant: County of Ramsey

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant: County of Ramsey

By: \_\_\_\_\_

Print: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

*Kathleen Ritter*

Kathleen Ritter

Assistant County Attorney

Recommended for approval:

*Jean Krueger*

Jean R. Krueger

Ramsey County Property Management

# Board of Commissioners

## Request for Board Action

**Item Number:** 2025-287

**Meeting Date:** 8/5/2025

**Sponsor:** Property Management & Social Services

**Title**

Watermain Easement with the City of Shoreview at the Ramsey County Lake Owasso Residence

**Recommendation**

1. Approve the watermain easement and agreement with the City of Shoreview, 4600 Victoria Street North, Shoreview, MN 55126, for a permanent easement for a city water main at the Ramsey County Lake Owasso Residence property.
2. Authorize the Chair and Chief Clerk to execute the agreement.

**Background and Rationale**

The Ramsey County Lake Owasso Residence has been owner of and responsible for the water main located on and serving the entire property. The city is undertaking improvements to the city water distribution system and will now assume ownership of the entire water main and hydrant serving the property. The easement provides a 10 foot wide area for the city use in maintaining the water main and allows existing county owned equipment and services to remain in place within the easement including utilities and signage. A permanent easement is necessary for continued use, operation, and maintenance of the water main by the city of Shoreview.

**County Goals** (Check those advanced by Action)

☐ Well-being      ☐ Prosperity      ☒ Opportunity      ☒ Accountability

**Racial Equity Impact**

The city of Shoreview demographic breakdown is 77% white, 10% Asian, 4% black or African American, 4% Hispanic or Latino, 4% two or more races, and less than 1% American Indian or Alaska Native or other race. The proposed easement will not have a negative racial equity impact on the city of Shoreview, the residents of the Lake Owasso Residence, or the services and care provided at the residence.

**Community Participation Level and Impact**

There is no community participation associated with this action.

☒ Inform      ☐ Consult      ☐ Involve      ☐ Collaborate      ☐ Empower

**Fiscal Impact**

None.

**Last Previous Action**

None.

**Attachments**

1. Watermain Easement and Agreement



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## WATERMAIN EASEMENT AND AGREEMENT

THIS EASEMENT AND AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Ramsey County, a political subdivision of the State of Minnesota, Grantor; and the City of Shoreview, a municipal corporation organized under the laws of the State of Minnesota, Grantee.

WITNESSETH:

WHEREAS, the above-named Grantor is the owner in fee simple of the real property hereinafter described as “the Tract,” more particularly described in **Exhibit A** attached hereto and incorporated by reference; and

WHEREAS, Grantor and Grantee desire to create a certain non-exclusive, 10 foot wide perpetual Watermain Easement “the Easement Parcel,” more particularly described in **Exhibit B** attached hereto and incorporated by reference, over across, through, and under the Tract.

NOW, THEREFORE, the following perpetual easement is hereby created as

provided below and subject to all the terms and conditions set forth herein:

Section 1. Creation of Easement. That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor has this day bargained and sold, and by these presents does bargain, sell and transfer unto the Grantee its successors and assigns the following:

A non-exclusive, perpetual easement for watermain purposes with the right to enter upon the real property hereinafter described as the “Easement Parcel”, after notice to the Grantor by the Grantee of one working day (except in the case of emergencies), that the Grantee may see fit to construct, maintain, repair and replace any lines, equipment, materials or other items related to the watermain for the purpose of maintaining, operating, repairing or replacing said watermain over, across, through and under the lands hereinafter described, together with the right to excavate and refill as may be required, and further the right to remove undergrowth and other obstructions interfering in the location, construction and maintenance of said watermain.

That said easement is in the City of Shoreview, County of Ramsey, State of Minnesota, within the property described in **Exhibit A** attached hereto. Said easement shall consist of certain real property specifically described in **Exhibit B** attached hereto.

TO HAVE AND TO HOLD, said easement unto the Grantee, its successors and assigns, forever.

Section 2. Fee Ownership of the Tract. The Grantors do hereby covenant with the Grantee they are lawfully seized and possessed of the real property described in **Exhibit A**.

Section 3. Successors and Assigns. All provisions of this easement, including the benefits and burdens, run with the land and are binding upon and inure to the successors and assigns

of the respective parties hereto.

Section 4. Maintenance. Grantor shall maintain all portions of the Easement Parcel required to reasonably maintain the watermain purpose of said easement.

Section 5. Restrictions of the Grantee. Grantee shall restore to existing conditions and repair and/or replace any of the Grantor's items or property removed during any maintenance and/or repair of the Grantee's watermain. Grantee acknowledges that Grantor has numerous items located within the described Easement Area (such as, but not limited to, storm sewer, catch basins, light poles, signs, parking spaces, driveways, sidewalks, gas lines, electric installations, etc.), and that, regardless of the terms of this Easement, Grantor shall remain the owner of all such items and shall retain at all times the right, ability, and full access to repair, replace, or maintain such items at their sole discretion. Said Watermain Easement shall at no point be larger than 10 feet in width and Grantee, before accessing said Easement for maintenance and/or repair purposes, shall give Grantee at least a one working day notice, except in the case of emergencies.

Section 6. Ownership of Watermains and Hydrants. Grantor transfers ownership and all maintenance responsibilities to Grantee for the existing watermain, new watermain, and all fire hydrants located on the real Property described on Exhibit A, and as more specifically shown on Exhibit B.

IN WITNESS WHEREOF, the said parties have caused this instrument to be executed the day and year first above written.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGES TO FOLLOW.]**

**GRANTOR:**  
COUNTY OF RAMSEY

By \_\_\_\_\_

Rafael E. Ortega

Its Chair of the Ramsey County Board of Commissioners

Recommend for approval

Jean Krueger  
Jean R. Krueger

Ramsey County Property Management

**GRANTOR:**  
COUNTY OF RAMSEY

By \_\_\_\_\_

Approved as to Form

Scott Schwahn  
L. Scott Schwahn

Ramsey County Senior Assistant Attorney

STATE OF MINNESOTA       )  
  ) ss.  
COUNTY OF RAMSEY       )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public, within and for said County and State, personally appeared Rafael Ortega, the Chair of the County Board of the County of Ramsey, a political subdivision of the State of Minnesota, respectively, on behalf of the County.

\_\_\_\_\_  
Notary Public

**GRANTEE:**  
CITY OF SHOREVIEW

\_\_\_\_\_  
By:  
Its: Mayor

\_\_\_\_\_  
By:  
Its: City Clerk

STATE OF MINNESOTA       )  
  ) ss.  
COUNTY OF RAMSEY       )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public, in and for said County and State, appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who being by me first duly sworn, did say that they are respectively the Mayor and Clerk of the City of Shoreview by authority of the City Council of the City of Shoreview, and said Mayor and Clerk acknowledge said instrument to be the free act and deed of said City of Shoreview.

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT DRAFTED BY:  
Ramsey County Attorney's Office  
360 North Wabasha Street  
Suite #100  
Saint Paul, MN 55102

## EXHIBIT A

Lots 1 to 7 inclusive, Block 8, Owasso, Ramsey County, Minnesota.

AND

The North half of that part of Government Lot 4, Section 36, Township 30, Range 23 West lying South of the original South line of the plat of "Owasso", excepting and reserving therefrom that portion conveyed to the Minneapolis, St. Paul and Sault Ste. Marie Railway Company, by Deed recorded in Book 159 Deeds, Page 620 in the office of the Register of Deeds of Ramsey County, Minnesota, and also except that part of Government Lot 4 lying Easterly of aforesaid railroad right-of-way, according to the Government Survey thereof, Ramsey County, Minnesota.

NUMBER	DIRECTION	DISTANCE
SS1	N 60°22'47.6" E	18.05' OF 6" PVC @ 1.0%
SS2	S 85°58'11.5" E	39.09' OF 6" PVC @ 1.0%
SS3	S 40°58'11.5" E	44.86' OF 6" PVC @ 1.0%
SS4	S 00°04'53.8" W	19.37' OF 6" PVC @ 1.0%
SS5	N 00°04'53.8" E	73.16' OF 6" PVC @ 1.0%
SS6	N 44°42'41.8" W	27.26' OF 6" PVC @ 1.0%
SS7	N 44°42'41.8" W	25.09' OF 6" PVC @ 1.0%
SS8	N 89°42'41.8" W	23.95' OF 6" PVC @ 1.0%
SS9	N 00°04'53.8" E	17.32' OF 6" PVC @ 1.0%
SS10	N 50°01'37.3" E	10.46' OF 6" PVC @ 1.0%
SS11	S 89°55'06.2" E	66.01' OF 6" PVC @ 1.0%
SS12	N 44°53'42.9" E	18.79' OF 6" PVC @ 1.0%
SS13	N 00°06'17.1" W	98.60' OF 6" PVC @ 1.0%
SS14	N 50°01'46.1" E	6.90' OF 6" PVC @ 1.0%
SS15	N 89°53'42.9" E	23.89' OF 6" PVC @ 1.0%
SS16	S 00°04'53.8" W	85.07' OF 6" PVC @ 1.0%
SS17	S 44°55'06.2" E	5.68' OF 6" PVC @ 1.0%
SS18	S 89°55'06.2" E	32.72' OF 6" PVC @ 1.0%
SS19	S 89°55'06.2" E	37.73' OF 6" PVC @ 1.0%
SS20	N 45°00'00.0" E	40.56' OF 6" PVC @ 1.0%
SS21	N 89°53'42.9" E	2.90' OF 6" PVC @ 1.0%
SS22	S 00°04'53.8" W	13.51' OF 6" PVC @ 1.0%
SS23	S 00°04'53.8" W	29.36' OF 6" PVC @ 1.0%
SS24	S 45°00'41.7" E	5.65' OF 6" PVC @ 1.0%
SS25	N 89°53'42.9" E	32.41' OF 6" PVC @ 1.0%
SS26	S 40°06'38.1" W	14.32' OF 6" PVC @ 1.0%
SS27	S 85°58'11.5" E	37.93' OF 6" PVC @ 1.0%
SS28	S 85°58'11.5" E	47.79' OF 6" PVC @ 1.0%
SS29	N 49°01'46.5" E	45.17' OF 6" PVC @ 1.0%
SS30	S 04°53'21.9" E	70.67' OF 6" PVC @ 1.0%
SS31	S 04°53'21.9" E	13.33' OF 6" PVC @ 1.0%
SS32	S 49°53'21.9" E	26.40' OF 6" PVC @ 1.0%
SS33	S 40°06'38.1" W	31.73' OF 6" PVC @ 1.0%

NUMBER	DIRECTION	DISTANCE
W100	N 10°39'00" E	65.12' OF 6" DIP
W101	S 79°20'50" E	39.68' OF 6" DIP
W102	S 34°21'00" E	29.38' OF 6" DIP
W103	S 89°24'00" W	28.77' OF 6" DIP
W104	N 89°24'00" E	85.28' OF 6" DIP
W105	N 89°24'00" E	19.87' OF 6" DIP
W106	S 23°08'00" E	23.22' OF 6" DIP
W107	S 23°08'00" E	114.85' OF 6" DIP
W108	S 21°53'59.8" W	41.27' OF 6" DIP
W109	S 23°08'00" E	12.94' OF 6" DIP
W110	S 23°08'00" E	101.56' OF 6" DIP
W111	S 23°08'00" E	22.90' OF 6" DIP
W112	S 21°53'59.8" W	43.32' OF 6" DIP
W113	S 21°53'59.8" W	72.38' OF 6" DIP
W114	S 66°53'59.8" W	60.35' OF 6" DIP
W115	S 66°53'59.8" W	11.81' OF 6" DIP
W116	S 89°23'59.8" W	42.52' OF 6" DIP
W117	S 89°23'59.8" W	94.99' OF 6" DIP
W118	S 89°23'59.8" W	79.72' OF 6" DIP

#### UTILITY NOTES:

- COORDINATE SERVICE CONNECTION LOCATIONS AT THE BUILDING WITH THE MECHANICAL CONTRACTOR.
- PROVIDE THRUST BLOCKING ON WATER MAIN PER DETAIL 10/C6. PROVIDE MECHANICAL JOINT RESTRAINTS ON ALL BENDS, VALVES, TEES, PLUGS, AND HYDRANT LEADS.
- ALL WATER MAIN PIPING SHALL BE DUCTILE IRON CL 52 PIPE. ALL WATER SERVICE PIPING SHALL BE TYPE K COPPER.
- SANITARY SEWER PIPE SHALL BE ASTM D1785 SCHEDULE 40 OR ASTM D2241 SDR 26 PVC.
- STUB SEWER TO WITHIN 5 FEET OF THE PROPOSED BLDG.
- SEE DETAIL 3/C4 FOR SANITARY SEWER MH DETAIL.
- SEE DETAIL 11/C6 FOR HYDRANT LEAD INSTALLATION.
- WORK OUTSIDE THE PROPERTY LINES MUST BE APPROVED BY OWNER OR THE PROPER JURISDICTIONAL AUTHORITY.
- PROTECT ALL EXISTING STRUCTURES AND UTILITIES WHICH ARE NOT SCHEDULED FOR REMOVAL.
- NOTIFY CITY BUILDING INSPECTOR BEFORE TRENCHING AND EXCAVATION WORK COMMENCES. THE CONTRACTOR SHALL OBTAIN ALL APPLICABLE PERMITS PRIOR TO THE START OF CONSTRUCTION.
- ALL WATER MAIN SHALL HAVE 7.5' OF COVER OVER TOP OF PIPE.
- THE SANITARY SEWER SHALL HAVE A MINIMUM OF 5' OF COVER OVER THE TOP OF THE PIPE. INSULATE WITH 2" RIGID STYROFOAM INSULATION IF MINIMUM COVER CAN NOT BE MAINTAINED.
- PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ALL WATER MAIN AND SEWERS. PROVIDE A MINIMUM VERTICAL SEPARATION OF 18 INCHES BETWEEN WATER MAIN AND SANITARY SEWER AT ALL CROSSINGS.
- COMPACT ALL BACKFILL IN UTILITY TRENCHES WITHIN 3 FEET OF FINISHED SUBGRADE TO 95% OF MAXIMUM STANDARD PROCTOR DENSITY, ASTM D698. COMPACT BACKFILL TO 100% OF MAXIMUM STANDARD PROCTOR DENSITY WITHIN THE FINAL 3 FEET OF FINISHED SUBGRADE.
- COORDINATE GAS METER AND GAS LINE INSTALLATION, ELECTRICAL, AND TELEPHONE SERVICE WITH EACH LOCAL PRIVATE UTILITY COMPANY.
- GAS MAIN TO BE RELOCATED BY PUBLIC GAS UTILITY. RELOCATION OF GAS MAIN TO BE PAID FOR BY OWNER.

#### UTILITY KEY NOTE:

- 90° BEND & 4" RISER PIPE TO 12 TO 24" ABOVE BASEMENT FFE PROVIDE FLANGED FITTING AT END OF RISER PIPE. TAP THE 4" MAIN 10 FEET OUTSIDE EACH BUILDING AND PROVIDE A SEPARATE 1 1/2" DOMESTIC COPPER WATER SERVICE TO EACH BUILDING INCLUDING A CORPORATION STOP, CURB STOP AND BOX.
- GAS MAIN RELOCATION BY PUBLIC UTILITY. RELOCATION OF GAS MAIN TO BE PAID FOR BY OWNER.

## LAKE OWASSO RESIDENCE REPLACEMENT

architect  
KLEIN McARTHUR & CO. ARCHITECTS, LTD.  
4285 Sheridan Avenue South  
Minneapolis, MN 55410  
612 328 8483 office  
612 324 1926 fax

landscape architect  
PETER LARSON  
DANON FARRER ASSOCIATES Inc.  
253 3rd Avenue South  
Minneapolis, MN 55415  
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civil & structural engineer  
JOEL MAIER  
BKM Engineers  
219 2nd Street North  
Minneapolis, MN 55401  
612 333 7101 office  
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mechanical & electrical engineer  
ERICKSEN-ELLISON & ASSOCIATES  
2535 University Avenue West, Suite 200  
St. Paul, MN 55114-1500  
651 632 2500 office  
651 632 2597 fax

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Print Name: Joel W. Maier

Signature: *Joel W. Maier*

Date: 8-7-00 License: 19181

No.	Revision	Date

Drawn By: JLM  
Checked By: DFD  
Date: AUGUST 7, 2000  
Architect's Project #: 0071800

sheet title

UTILITIES

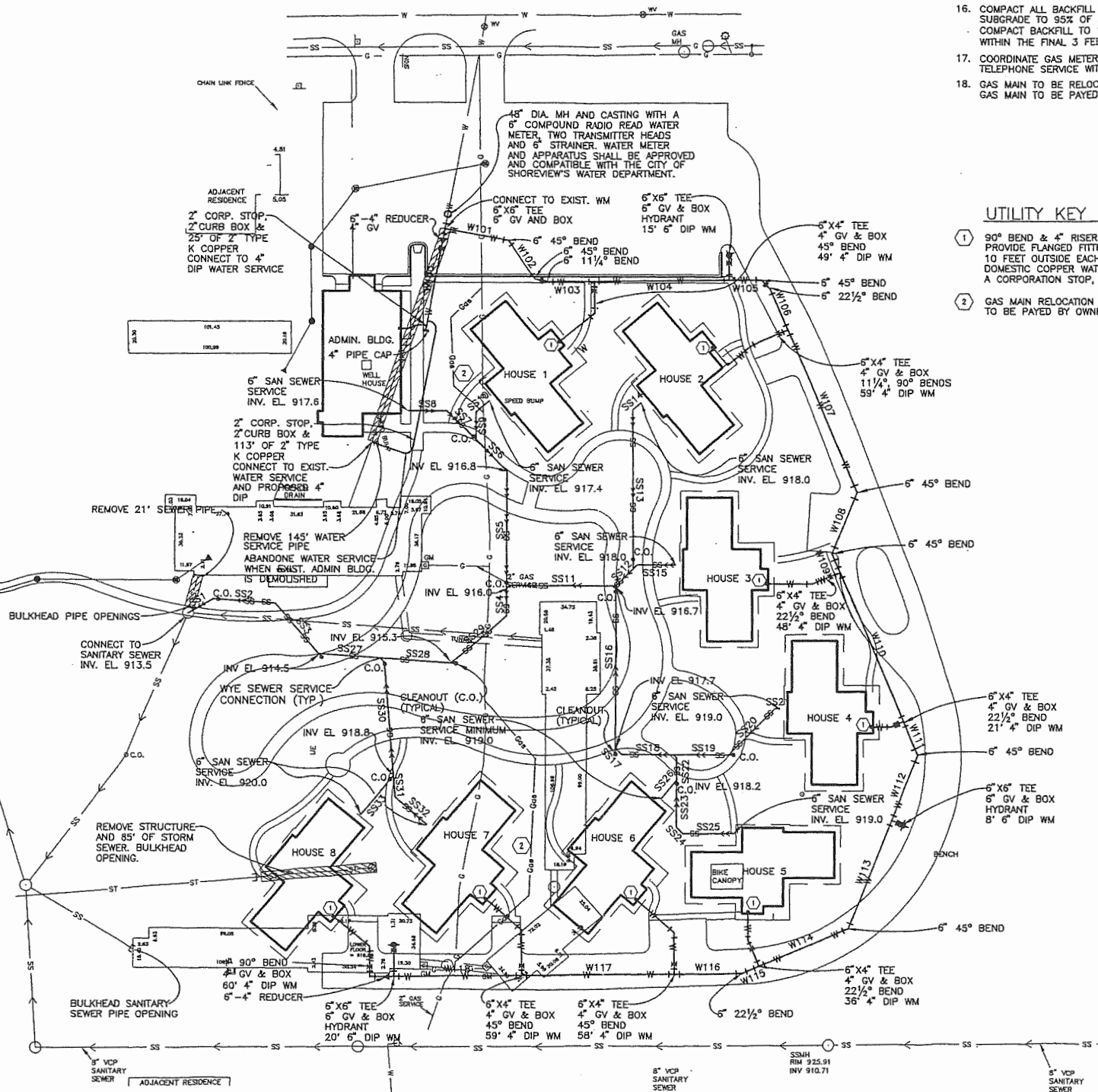
sheet number

C3

NAME: 0027803.dwg DATE: AUG 07, 2000 TIME: 9:50 AM

LAKE  
OWASSO

ICE ELEVATION  
886.0 (2/14/00)



Scale 1" = 40'

# Board of Commissioners

## Request for Board Action

**Item Number:** 2025-220

**Meeting Date:** 8/5/2025

**Sponsor:** Parks & Recreation

**Title**

Agreement with Saint Paul Capitals Hockey Association for Ice Rental

**Recommendation**

1. Approve agreement with Saint Paul Capitals Hockey Association, PO Box 16382, Saint Paul, MN 55116 for:
  - a. Ice rental upon execution of the agreement through April 1, 2030, with an option to have one five-year renewal term through April 1, 2035, with rates established in by the County Board of Commissioners.
  - b. Capital payments totaling \$50,000 for facility improvements.
2. Authorize the Chair and the Chief Clerk to approve the agreement.
3. Authorize the County Manager to establish a project budget for facility improvement for Highland Arena.
4. Authorize the County Manager to approve other minor improvements to the interior or exterior of ice arenas as requested by the Saint Paul Capitals Youth Hockey Association at their sole financial responsibility.

**Background and Rationale**

An agreement has been negotiated with the Saint Paul Capitals Hockey Association for use of a minimum of 1,000 hours of ice at hours at Charles M Schulz - Highland Ice Arena and other county arenas. The St. Paul Capitals Hockey Association (SPCHA) is “a non-profit, volunteer-driven community built around a common respect for the game of hockey, strives to consistently develop players, teams, and coaches to their full potential in a fun and safe environment. SPCHA members embrace competitive play, teamwork, and sportsmanship.”

The \$50,000 capital contribution will be used for facility improvements at Highland Ice Arena, the main arena where members skate. Per the agreement, the capital contribution will be paid in installments, with the first \$10,000 due upon the execution of this agreement and \$10,000 per year over the next four years of this agreement.

**County Goals** (Check those advanced by Action)

☒ Well-being      ☐ Prosperity      ☐ Opportunity      ☒ Accountability

**Racial Equity Impact**

SPCHA has a dedicated Diversity, Equity and Inclusion Director (DEI) Director who leads efforts to create a welcoming, respectful, and inclusive environment for all players and families. Some examples of this are requiring every association family to commit to the “Words Matter Pledge” during registration, which reinforces the values of SPCHA around respectful communication. Each team also begins the season with a meeting on conduct and fair play. DEI initiatives are actively supported by training, communication, and accountability across all levels of the organization. SPCHA proactively reaches out to underserved communities with the help of Minnesota Hockey who, in January 2024, expanded the SPCHA's boundaries to include St. Paul's West



Side and West End neighborhoods. SPCHA has taken steps to connect with these communities, including translating our marketing materials into Spanish and participating in cultural events like Cinco de Mayo to build awareness and engagement. The association also invested in growing the girls hockey program through a successful Co-op with West St. Paul. SPCHA is focused on making hockey affordable and scholarships are awarded to all eligible applicants.

SPCHA rents ice hours primarily at Highland Arena and also at Pleasant and West Side Ice Arenas. Having an anchor tenant such as SPCHA at Highland Ice Arena helps to provide the majority of resources needed to fund the annual operations of the arena. Parks & Recreation can then focus on offering additional programming to under-served residents such as learn-to-skate programming, and free and open skating programs. Revenue generated that exceeds operational budget targets may be utilized to support additional outreach programming across the department such as activities in the parks like archery, biking, fishing and more.

**Community Participation Level and Impact**

County residents make up the majority of the membership of the SPCHA. Ice rental agreements offer organizations more value for their money while also taking care of a community asset.

☒ Inform      ☒ Consult      ☒ Involve      ☒ Collaborate      ☐ Empower

**Fiscal Impact**

This agreement will provide revenue to Highland Ice Arena, and other county arenas, to help support and maintain operations of the facilities. It is estimated that the annual revenue generated from this agreement will be \$241,500. As previously stated, the \$50,000 capital contribution generated from this agreement will be utilized at Highland Ice Arena to address building improvements that benefit the county and SPCHA. The yearly revenue is included in the 2025 through 2027 operating budgets.

**Last Previous Action**

None.

**Attachments**

1. Ice Rental Agreement

**ICE RENTAL AND CAPITAL ASSET MANAGEMENT AGREEMENT  
BETWEEN RAMSEY COUNTY AND  
ST. PAUL CAPITALS HOCKEY ASSOCIATION**

This **ICE RENTAL AND CAPITAL ASSET MANAGEMENT AGREEMENT** (“Agreement”) is made this 9<sup>th</sup> day of July 2025 with retroactive effect upon signatures (the “Effective Date”), and is by and between Ramsey County, a political subdivision of the State of Minnesota, on behalf of the Parks and Recreation Department (“County”), and St. Paul Capitals Hockey Association, a Minnesota nonprofit corporation, PO Box 16382, St. Paul, MN 55116 (“SPCHA”).

**RECITALS**

- A. The County owns and/or operates 10 ice arenas and 12 sheets of ice at various arenas located throughout Ramsey County, which are offered to the public for rental and are listed in **Exhibit A** (the “County Facilities”);
- B. SPCHA has been a long-time anchor ice time tenant at Highland Arena and at other County Facilities for years; and
- C. SPCHA seeks to continue a long-term agreement with the County as an anchor tenant at Highland Arena and for the use of the other County Facilities that meet the needs of SPCHA as to availability of ice time and facility amenities; and
- D. Highland Arena includes certain amenities that are available to SPCHA, including meeting rooms and a synthetic training room; and
- E. The County and SPCHA are willing and able to enter into this five-season agreement that is mutually beneficial to both parties.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, the mutual promises and covenants below, and other good and valuable consideration set forth in this Agreement, the County and SPCHA agree as follows:

- 1. **Term**. This Agreement is effective as of the Effective Date for ice rentals from September 1, 2025, through April 1, 2030 (five Hockey Seasons), unless earlier terminated pursuant to the provisions of this Agreement. SPCHA has the option to have one renewal term for five Hockey Seasons, commencing on April 2, 2030, through April 1, 2035 (“Renewal Term”), under the same terms and conditions of this Agreement. SPCHA must notify the County of its intention to exercise the Renewal Term option on or before January 1, 2030. For purposes of this Agreement “Hockey Season” means approximately September 1 through April 1.
- 2. **Ice Rental**. SPCHA agrees to purchase, and County will make available for purchase a minimum of 1,000 hours of ice time at Highland Arena and other various County Facilities during each Hockey Season of the Term of this Agreement. The parties acknowledge that September scheduling at specific locations will be in the sole discretion of the County.

- A. SPCHA ice time will include all weekday ice with start times between approximately 5:45 p.m. (or first available ice after high school ice rental ends, with the exception of Learn-to-Skate) through 10:00 p.m. Ramsey County agrees to use reasonable efforts to schedule the SPCHA's non-tournament weekend ice times in a manner consistent with historical scheduling practices, providing ice time between approximately 7:00 a.m. and 7:00 p.m. on Saturdays and between approximately 7:00 a.m. and 5:00 p.m. on Sundays. The County reserves the right to adjust the start times for ice hours.

The County will schedule SPCHA ice time each Hockey Season after the County completes the scheduling for all high school hockey games and practices. SPCHA acknowledges that high school teams have first priority with respect to scheduling. As a Key Tenant at Highland Arena, SPCHA (i) shall be entitled to at least 820 hours at Highland Arena, and (ii) after high school teams' scheduling, shall have priority scheduling at Highland Arena over all non-contracted user groups.

- B. The parties acknowledge that in order to meet the 1,000-hour obligation, SPCHA might be required to rent hours outside of the time frames listed above. However, SPCHA acknowledges that the allocation of ice rental times outside of the time frames listed above will be also offered to other users of County facilities. The schedule for these ice rental times outside of the time frames listed above will be subject to the regular scheduling process for all County Facilities.
- C. Following the normal bulk scheduling process, the County agrees to provide SPCHA with its immediate next season ice schedule by July 1 of each year.
- D. The County reserves the right (without "bumping" SPCHA from specific ice time previously scheduled for SPCHA) to schedule up to two hours of ice time per week Monday through Friday, and up to four hours of ice time on Saturday and/or Sunday during each Hockey Season for recreational leagues or other organizations sponsoring programs for students and youth in communities underrepresented in the sport of hockey and figure skating.
- E. Highland Arena and other County Facilities will be closed on Thanksgiving Day, Christmas Eve after 2:30 p.m., Christmas Day, New Year's Eve after 2:30 p.m., and New Year's Day.

### 3. **Ice Rental Fees.**

- A. SPCHA agrees to pay the standard hourly ice rental rates approved by Ramsey County Board of Commissioners for prime time, non-prime time, and tournaments at County Facilities. The scheduled rates applicable through December 31, 2025, are set forth in **Exhibit B.**
- B. SPCHA will pay for a minimum of 1,000 hours per season regardless of whether the hours are actually used. If the County officially closes a County facility due to circumstances

beyond the County's reasonable control, SPCHA will not be required to pay for scheduled hours, and such hours will be deducted from the 1,000-hour minimum. In the event that the County closes a facility, the County will make reasonable efforts to schedule ice time at another equivalent facility.

- C. The County will invoice SPCHA on approximately the 15<sup>th</sup> day of each month for all reservations in the upcoming month. Invoices are due and payable on or before the 1st day of the upcoming month. SPCHA agrees that reservations made constitute an obligation of SPCHA to pay the balance of all fees, even if the reservation is not used by SPCHA. Additional reservations after the current invoice payment date has passed will be added to the next upcoming invoice. There is no penalty for prepayment; however, SPCHA recognizes that the County is unable to accept any payment that is due in one calendar year prior to the beginning of that calendar year (e.g., SPCHA will not be allowed to pay any invoices due in 2025 prior to January 1, 2025, and so forth).

4. **Meeting Room; Synthetic Training Room.**

- A. SPCHA may use one meeting room one time per month, as assigned at the County's discretion, at no cost to SPCHA. SPCHA may reserve a meeting room for other purposes at standard hourly rental rates approved by Ramsey County Board of Commissioners. SPCHA will receive a 50% discount for meeting room rental during tournaments.
- B. SPCHA may use the Synthetic Training Room for up to 25 hours per week during each Hockey Season at no cost to SPCHA. SPCHA may schedule additional hours in the Synthetic Training Room at standard hourly rental rates approved by Ramsey County Board of Commissioners. SPCHA will receive a 50% discount for Synthetic Training Room rental during tournaments.
- C. For scheduling of meeting rooms or the Synthetic Training Room, SPCHA must contact the County's Recreation Services Supervisor no less than one business day prior to the date needed.

5. **Capital Asset Management Payment.**

- A. In addition to the ice rental fees set forth above, in consideration of its status as an anchor tenant at Highland Arena, SPCHA will make a payment of \$50,000 to the County for Capital Asset Management of County Facilities ("CAM Payment"). The CAM Payment will be used by the County, in its sole discretion but in consultation with SPCHA, for capital improvements at Highland Arena. The CAM Payment is non-refundable upon receipt by the County.
- B. SPCHA will make five payments to the County in the following installments:
  - i. \$10,000 due upon execution of this Agreement; and

- ii. Thereafter, \$10,000 due each year on or before November 1 (starting on November 1, 2026, and thereafter on or before November 1, 2027, November 1, 2028, and November 1, 2029, respectively).
- C. If SPCHA chooses to exercise its right to the Renewal Term as set forth in Section 1 of this Agreement, the CAM Payment for the Renewal Term will be adjusted and increased by the County and the County must notify SPCHA of the new CAM Payment amount and payment schedule for the Renewal Term on or before December 1, 2029. If the new CAM Payment amount is not acceptable to SPCHA, SPCHA shall have the right cancel its exercise of the Renewal Term by providing written notice of cancellation to the County by January 31, 2030 (a “Renewal Cancellation”). If SPCHA does not provide such a Renewal Cancellation by such date, then The CAM Payment amount for the Renewal Term shall be as set forth in the County’s notification.
- 6. **Concession Sales.** This Agreement does not cover concession sales. Notwithstanding the foregoing, SPCHA may sell its own branded merchandise within Highland Arena at times and locations as approved by the County.
- 7. **Permitted Branding.**
  - A. SPCHA shall be entitled to an “in-ice” logo in the South Rink (the “South Rink Ice Logo”). In addition, the County will consider, upon SPCHA’s request, permitting SPCHA to install County-approved branding in the lobby, both North and South rinks, and locker room areas. All SPCHA branding and logos to be displayed shall be subject to approval of designs, plans, and specifications by the County. SPCHA will be responsible for all costs associated with design, planning, and installation of branding and of painting/installing the South Rink Ice Logo.
  - B. SPCHA is prohibited from posting advertising or branding for any other businesses or organizations. Notwithstanding the foregoing, the SPCHA may post sponsorships for tournaments hosted at the arena during the permitted tournament and with approval of the arena superintendent.
- 8. **Permitted Improvements.** SPCHA, at its option, may make minor improvements to the interior of Highland Arena subject to approval of designs, plans, and specifications by the County. SPCHA will be responsible for all costs associated with design, planning, and construction of improvements; securing all necessary approvals and permits from the applicable local agencies; securing contractor(s); making timely payments to contractor(s); obtaining professional services and contractor insurance as prescribed by the County and name the County as additional insured. Completed permanent structural improvements and fixtures made by SPCHA under this Section will, upon completion, become property of the County, at no cost to the County. Any increased utility costs associated with ongoing use of completed permanent structural improvements will be the responsibility of SPCHA.

9. **County Responsibilities.** The County will be responsible for the following at County Facilities:
- A. Implement Capital Asset Management projects necessary to assure continued quality ice at County Facilities;
  - B. Schedule ice time;
  - C. Open and close building each day;
  - D. Conduct daily inspection of ice mechanical equipment;
  - E. Perform routine ice maintenance such as resurface ice, edge ice, flooding and leveling, and maintain all necessary equipment for the purpose of ice hockey practices and or games;
  - F. Manage ice temperature to achieve consistent high-quality ice conditions;
  - G. Perform routine building maintenance including cleaning and mopping common areas;
  - H. Maintain mechanical equipment such as furnaces, lighting, and refrigeration equipment;
  - I. Perform snow removal of parking lots and walkways, and trash removal;
  - J. Maintain restrooms, water fountains, locker rooms and other common facilities;
  - K. Maintain sound systems, microphones, and scoreboard systems in an operational condition;
  - L. Resurface ice at times when needed as determined by Facility Manager.
  - M. Provide maximum of two storage cages for use year-round.
10. **SPCHA Responsibilities.** SPCHA will be responsible for the following at County Facilities during and related to its ice rental times:
- A. Supervise ice users during SPCHA scheduled ice times;
  - B. Communicate desirable ice conditions to the County;
  - C. Identify ice resurfacing requirements; and
  - D. At SPCHA's sole expense, repair or replace property of the County that is damaged or destroyed by SPCHA, its agents, employees, members, players, coaches, or invitees.
  - E. Storage cages must be kept clean and orderly.

11. **Assignment.**

- A. SPCHA may assign up to 75 hours of ice time per Hockey Season to another user or users, provided:
  - i. SPCHA may not charge an assignee a cost per hour that is higher than the cost per hour charged by the County;
  - ii. SPCHA notifies the County in writing at least 24 hours in advance of any time that is assigned pursuant to this Section;
  - iii. Any assignment by SPCHA will not entitle SPCHA to a refund of any portion of the CAM Payment for the Hockey Season in which the assignment is made, nor to a refund for any assigned hours that SPCHA has already paid for; and
  - iv. If SPCHA assigns hours to any user, SPCHA may not charge that user for any portion of SPCHA's CAM Payment obligation.
  - v. County reserves the right to deny a requested assignment. Assignment requests will not be unreasonably denied.
- B. After SPCHA has assigned 75 hours of ice time in a Hockey Season, before SPCHA assigns any additional hours, SPCHA must confer with Ramsey County Parks & Recreation staff. The County reserves the right to re-claim those hours, with no refund of any portion of the CAM Payment already paid. If the County does not re-claim the hours over 76 in a Hockey Season, SPCHA will still be obligated to pay for the hours but is free to assign those hours pursuant to the terms set forth in this Section.

12. **Insurance.**

- A. SPCHA, its contractors, and subcontractors agree to carry the required insurance for commercial general liability in the minimum amount of \$2,000,000 per occurrence, \$3,000,000 general aggregate, and \$1,000,000 additional general umbrella;
- B. SPCHA will provide Ramsey County with a certificate of insurance naming Ramsey County as an additional insured. The certificate will indicate that the policy is endorsed to include Ramsey County, its officials, agents, employees, and volunteers as additional insured with respect to the operations/activities of SPCHA, its contractors and subcontractors under this Agreement including set up, take-down, and removal of all equipment; and
- C. SPCHA waives all rights against Ramsey County, its officials, employees, volunteers, or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers' liability, automobile liability and umbrella liability insurance required of SPCHA under this Agreement.

13. **Indemnification.** SPCHA will defend, indemnify and hold harmless the County, its officials, employees, volunteers or agents against all actions, claims, demand, liabilities, injuries and damages, including reasonable attorney fees, whether to persons or property or both, which may be imposed upon or incurred by the County as a consequence, of or arising out of any act, default or omission on the part of SPCHA, its contractors, subcontractors, employees, agents or invitees in connection with the activity which SPCHA is conducting including set up and take-down. Notwithstanding the foregoing, SPCHA's obligations to defend, indemnify, and hold harmless the County shall not exceed \$4,000,000.00. Nothing in this Agreement will be construed as, nor operate as, a waiver of the County's statutory or common law immunities or limitations on obligations set forth in this Agreement. The terms of this Agreement are expressly limited by the provisions of Minnesota Statutes Chapters 466 and 604A, and any other applicable law or regulation providing limitations, defenses, or immunities to the County.

14. **Termination.**

- A. **With Cause.** Either party may terminate this Agreement if the other party violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement. The defaulting party will be sent a notice of default by the other party, which will fully describe the alleged default. The defaulting party will have a period of 30 days from the date of the notice to cure the default. If the defaulting party fails to remedy the default with the 30-day cure period, the other party will have the right to immediately terminate this Agreement. In such event, regardless of which party serves notice of termination, the County will be entitled to receive all payments under this Agreement for ice rental through the effective date of the termination.
  - B. **Without Cause.** So long as the effective date of termination is between April 2 and August 31, County and SPCHA may terminate this Agreement without cause upon giving at least 180 days' written notice thereof to the other party. In such event, regardless of which party serves notice of termination, the County will be entitled to receive all payments under this Agreement for ice rental through the effective date of the termination, including the CAM Payment for the year in which termination occurs.
  - C. Upon any termination of this Agreement for any reason, SPCHA shall remove all SPCHA equipment and personal property from the Facility within thirty (30) days after the date of termination. Any equipment or property not removed by the end of such thirty (30) day period shall be deemed abandoned.
15. **Force Majeure.** The County will not be liable for any interruption to the availability of the Property to User that is due to any of the following causes, to the extent beyond the County's reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire,



explosion, or generalized lack of availability of raw materials or energy (each, a “Force Majeure Condition” and collectively, “Force Majeure Conditions”). Without limiting the foregoing, the County shall have no liability to User or any person or entity for any of the following that might result from the closure of or unavailability of the Property to User or the cancellation of any event due to a Force Majeure Condition or Force Majeure Conditions.

Notwithstanding the foregoing, in the event

(a) the County closes an ice arena at which SPCHA has scheduled ice time as a result of a Force Majeure Condition; or

(b) SPCHA is prohibited from conducting its activities as a result of a global pandemic; and the occurrence of such event (1) results in loss of ice time which SPCHA has already paid, County shall refund the fees for such lost ice time; or (2) results in SPCHA being unable to utilize scheduled or unscheduled ice time still due per this Agreement, SPCHA shall not be responsible for payment of said unused ice time.

16. **Notices.** A notice, demand, or other communication under this Agreement by either party to the other will be sufficiently given if it is dispatched by registered or certified mail, postage pre-paid, return receipt requested, and addressed to the party at the addresses listed below with receipt thereof presumed on the third business day thereafter. Either party may designate another address, or attorney for receipt of notices pursuant to this Agreement by designating in writing and forwarding such writing to the other party as provided in this section.

Ramsey County  
ATTN: Ramsey County Parks & Recreation Director  
2015 North Van Dyke Street  
Maplewood, MN 55109

St. Paul Capitals Hockey Association  
ATTN: President  
PO Box 16382  
St. Paul, MN 55116

17. **Severability.** If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable, such decision will not affect the validity of any remaining provisions, provided that: (i) each party receives the substantial benefit of its bargain with respect to the transaction completed hereby; and (ii) the ineffectiveness of such provision would not result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable for either party. The remaining provisions will remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this Agreement without including any such part or portion which may be hereafter declared invalid.

18. **Signatures/Execution.** Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties further agree that any document containing, or to which there is affixed, an electronic signature (e.g., DocuSign or other commonly-accepted commercial e-signature platform) will be deemed (i) to be “written” or “in writing,” (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is transmitted by any electronic means, including without limitation an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.
19. **Governing Law.** The County and SPCHA agree that the laws of the State of Minnesota will govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the undersigned parties and performance under it without regard to the principles of conflicts of law. The language of this Agreement is and will be deemed the result of negotiation among the parties and their respective legal counsel and will not be strictly construed for or against any party. Each party agrees that any action arising out of or in connection with this Agreement will be brought solely in the courts of the State of Minnesota, Second Judicial District, or the United States District Court for the District of Minnesota.
20. **Entire Agreement.** This Agreement represents the entire agreement between the parties. This Agreement supersedes all prior discussions, understandings, and other agreements of the parties, oral or written, relating to the transaction represented hereby.
21. **Incorporation of Recitals and Exhibits.** The Recitals at the beginning of this Agreement and the Exhibits attached to this Agreement are true and correct and are incorporated herein.

*[The rest of this page is left blank intentionally; signature page follows]*

**IN WITNESS WHEREOF**, the parties have executed this Agreement through their duly authorized officers and representatives on the day and year first written above.

**RAMSEY COUNTY**

\_\_\_\_\_  
Rafael E. Ortega, Chair  
Ramsey County Board of Commissioners

Date: \_\_\_\_\_

\_\_\_\_\_  
Jason Yang, Chief Clerk  
Ramsey County Board of Commissioners

Date: \_\_\_\_\_


*Approval Recommended by:*

  
\_\_\_\_\_  
Mark McCabe  
Director Parks & Recreation

*Approved as to form:*

  
\_\_\_\_\_  
Assistant County Attorney

**ST. PAUL CAPITALS HOCKEY  
ASSOCIATION**

  
\_\_\_\_\_  
President

Date: 7/14/2025

**Exhibit A**

County Facilities Locations

Aldrich Arena	1850 White Bear Avenue, Maplewood, MN 55109
Charles M. Schulz- Highland Arena	800 South Snelling Avenue, St. Paul, MN 55116
Gustafson- Phalen Arena	1320 Walsh Street, St. Paul, MN 55106
Harding Arena	1496 6 <sup>th</sup> Street E., St. Paul, MN 55106
Ken Yackel- West Side Arena	44 East Isabel Street, St. Paul, MN 55107
Oscar Johnson Arena	1039 De Courcy Circe, St. Paul, MN 55108
Pleasant Arena	848 Pleasant Avenue, St. Paul, MN 55102
Shoreview Arena	877 West Highway 96, Shoreview, MN 55126
TCO Sports Garden	1490 County Road E East, Vadnais Heights, MN 55110
White Bear Arena	2160 Orchard Lane, White Bear Lake, MN 55110

## **EXHIBIT B**

### Schedule of Rental Fees Through December 31, 2025

<b>ICE ARENA RATES</b>	
<b>Fall/Winter Arenas (Day after Labor Day - March 31)</b>	<b>Hourly Rate</b>
Prime Time Rate (2:00 - 9:39 p.m Mon.-Fri. & 7am-9:39pm Sat. & Sun)	\$230
Non-Prime Rate PM (9:40 p.m. - 11:59 p.m. Mon.-Sun.)	\$190
Non-Prime Rate AM (12:00 a.m. - 1:59 p.m. Mon.-Fri.)	\$160
Tournament Rate (Includes Resurfaces)	\$250
High School Game Rate (Single Gm 3hr, Double Gm 5hr)	\$250
Game/Tournament Cleaning Fee	\$225 (1 time)
Sections Game Fee	\$300
Prime Fire Ice Sale (Purchased within 7 days 7am-9:40pm Mon-Sun)	\$130
<b>Summer Arena Rates (April 1 - Labor Day)</b>	<b>Hourly Rate</b>
Prime Time Rate (12:00 a.m. - 9:39 p.m. Mon.-Sun.)	\$190
Non-Prime PM Rate (9:40 p.m. - 11:59 p.m. Mon.-Sun.)	\$160
Prime Fire Ice Sale (Purchased within 7 days)	\$110
<b>Other Fees</b>	
Highland North Meeting Room	\$50/hour
Highland South Meeting Room	\$25/hour
Cornerstone Room	\$25/ hour
Skate Rentals	\$10
Skate Sharpening	\$10
Open Skate/ Open Hockey	no charge
Highland Synthetic Room	\$25

# Board of Commissioners

## Request for Board Action

**Item Number:** 2025-292

**Meeting Date:** 8/5/2025

**Sponsor:** Board of Commissioners

### Title

Settlement Agreement in *Matthew Breen v. Ramsey County, et al.* (Court File No. 23-CV-03398-JRT-JDF)

### Recommendation

1. Approve the settlement agreement with Matthew Breen relating to Matthew Breen v. Ramsey County, et al., Court File No. 23-CV-03398 (JRT/JDF), totaling \$460,000.
2. Authorize the Chair and Chief Clerk to execute the settlement agreement.

### Background and Rationale

Plaintiff Matthew Breen alleges that while incarcerated at the Adult Detention Center and the Ramsey County Correctional Facility from December 9, 2022 through December 18, 2022, he contracted a rare medical condition called Ludwig's Angina due, in part, to the fault of the facilities' nurses who provided him medical care and sheriff deputies who failed to transport him to a dental appointment on December 9, 2022.

Plaintiff and Ramsey County, on behalf of itself and its employees named as defendants in their individual and official capacities, reached a settlement. The board approved that settlement in a closed session on June 24, 2025.

### County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

### Racial Equity Impact

There is no racial equity associated 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

The county is self-insured. The settlement will be paid out of the county's tort liability fund.

### Last Previous Action

On June 24, 2025, the Ramsey County Board met in a closed session to receive advice from and provide direction to the County Attorney's Office (Resolution B2025-131).

### Attachments

1. Settlement Agreement

## SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025:

WHEREAS Matthew Breen (“Plaintiff”) has instituted legal proceedings against Ramsey County, Frank Demike, Hawa Hassan, Cathleen Larsen, Caroline Odima, Allison Rogers, and Nou Gamble (collectively, the “Ramsey County Defendants”), Lauren Peterson, P.A., and Advanced Practice Solutions, LLC in a lawsuit entitled *Matthew Breen v. Ramsey County, et al.*, in United States District Court, Court File No. 23-CV-3398 (JRT/JFD) (“the Litigation”); and

WHEREAS, Plaintiff is dismissing the claims against the Ramsey County Defendants, such dismissal being with prejudice, inclusive of all claims against the Ramsey County Defendants in both their individual and official capacities, and contingent upon settlement on the terms set forth herein and for the consideration set forth herein; and

WHEREAS, Plaintiff has offered to compromise all of his claims against the Ramsey County Defendants in the Litigation in exchange for a sum of money and other good and lawful consideration;

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, it is agreed as follows:

1. Parties. This Settlement Agreement and Release of All Claims (“Agreement”), is made and entered into between Plaintiff and the Ramsey County Defendants (collectively, the “Parties”).

2. Purpose. The purpose of this Agreement is to finally and fully resolve all matters, claims, counterclaims, and issues, whether known or unknown, which were raised, or which could have been raised in the Litigation between Plaintiff and the Ramsey County Defendants. To avoid

the risks, uncertainty, and costs associated with the Litigation, the Parties have agreed to compromise and settle this dispute and end the Litigation.

3. Consideration. In consideration of Plaintiff's agreement and release of claims, as set forth herein, the County agrees to pay the sum of \$460,000.00 to Matthew Breen and agrees to issue payment to The Law Office of Zorislav R. Leyderman IOLTA Trust and to mail said payment to the address listed in Mr. Leyderman's signature block below. This payment shall constitute full and complete settlement of all claims asserted by Plaintiff in the Litigation against the Ramsey County Defendants.

4. Full and Final Release of All Claims. Plaintiff for himself, Plaintiff's heirs, successors, and assigns, does hereby release, acquit and forever discharge Ramsey County and its current, former, and future employees, officers, past and present elected officials, directors, agents, departments, predecessors, successors and assigns, and their respective, heirs, successors, and assigns (hereinafter referred to collectively as "the Released Parties"), to the fullest extent permitted by law, from and against any and all claims, complaints, controversies, causes of action, demands, suits, damages, costs, obligations, liabilities, rights or damages of any nature, including claims for attorneys' fees, which he has ever had, may now have, or which may hereafter arise, whether known or unknown, on account of, or in any way arising out of the incident described in this Litigation, including but not limited to claims existing at any time up to and including the date of this Agreement and further agrees not to commence suit based upon any of the foregoing. This full and final release shall cover and include any and all future injuries and/or damages arising from the matters referred to in this Agreement, not now known to Plaintiff but which may later develop or be discovered, including the effects or consequences thereof, and including all causes of action therefore. This



expressly includes Plaintiff's rights, if any, to appeal from dismissal of any or all of the claims in this Litigation.

5. Plaintiff Responsible For Subrogation And Liens. Plaintiff agrees to assume full responsibility for settlement and reimbursement of any subrogation claims or liens, and further agrees to defend and indemnify and/or hold the Released Parties harmless against any insurers or governmental entities claiming subrogation rights or liens relating to the Litigation. Plaintiff agrees to provide the Ramsey County Attorney's Office upon request the following information to enable Ramsey County to fulfill its obligations under Section 111 of the federal Medicare, Medicaid and SCHIO Extension Act of 2007 (MMSEA): full legal name; gender; date of birth; social security number; and any other information reasonably required under the MMSEA.

Plaintiff hereby agrees to hold harmless the Released Parties from any liability whatsoever to any person, entity, firm, or corporation beyond the consideration already paid as part of this release, including, without limitation, liability for other tort claims and constitutional claims, and/or actions for enforcement of any liens and including, without limitation, any subrogation claim and/or lien enforcement claim arising from payment of any insurance benefits, Medicare or Medicaid payments, medical assistance claim, or otherwise, which may now exist or hereafter arise by reason of the matters referred to in the Second Amended Complaint or other pleadings in the Litigation. It is agreed that all liens or any other obligations, statutory or otherwise, will be satisfied by the proceeds of the settlement.

6. Plaintiff's Ability to Execute Agreement and Receive Payment. Plaintiff expressly represents and warrants that he is able to execute this Agreement. Plaintiff is at least 18 years of age and mentally competent and has consulted with attorneys and other professional advisers of his choice regarding this Agreement and its legal and tax consequences. Plaintiff understands and

voluntarily accepts all the terms, conditions, and consequences of this Agreement. Plaintiff expressly represents and warrants that he is not a party to any bankruptcy proceeding before any court.

7. Stipulation of Dismissal. The Parties hereto agree to execute and file a Stipulation of Dismissal with Prejudice and Request for Approval of Settlement Pursuant to Minn. Stat. § 466.08 in the form attached hereto as Exhibit A.

8. Voluntary Agreement. Plaintiff acknowledges and agrees that he has read and thoroughly discussed all aspects of this Agreement with his attorneys, that he understands this Agreement's provisions, and that he signs and agrees to this Agreement's terms voluntarily and without coercion.

9. Full Satisfaction. Plaintiff understands and agrees that acceptance of the above consideration is in full and complete satisfaction of the aforementioned claims including any and all claims for attorneys' fees, and that payment of the above amount in settlement of this case is in no way or manner to be construed as an admission on the part of the Ramsey County Defendants, who expressly deny liability.

10. Settlement Forms. Plaintiff agrees to approve and execute any forms necessary to obtain the above referenced settlement check, including W9 and Medicare forms, and any forms or documents necessary to effectuate the dismissal of all claims against the Released Parties.

11. Complete Agreement. This Agreement contains and sets forth all the terms agreed upon by Plaintiff and the Released Parties regarding Plaintiff's claims. This Agreement contains the entire understanding and supersedes all other agreements and understandings relating to the subject matter of this Agreement.

12. Severability. If any provision of this Agreement is held to be illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable, and this Agreement shall be construed and enforced as if the illegal or invalid provision had never been included herein.

13. Tax Consequences. Plaintiff understands and acknowledges that the Ramsey County Defendants made no representation or warranties to Plaintiff as to any tax consequences of the settlement outlined in this Agreement and fully acknowledges that no tax advice or research has been provided to him by the Ramsey County Defendants. Plaintiff fully acknowledges that Plaintiff has not relied upon any such representation and agrees not to make any such claim. Plaintiff understands and agrees that any tax consequences or liabilities arising from this Agreement are solely the responsibility of Plaintiff.

14. Data Preservation. Data concerning Plaintiff shall be maintained and disclosed in accordance with the Minnesota Government Data Practices Act and other applicable laws.

15. Agreement May Be Executed in Counterparts. This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document by the Parties and their respective attorneys.

16. Effect of Agreement. Plaintiff agrees that this Agreement binds Plaintiff and also binds Plaintiff's heirs, executors, administrators, assigns, agents, partners, and successors in interest. Plaintiff represents that no right, claim, or cause of action covered by this Agreement has been assigned or given to someone else, nor are any attorneys' fees owed to any counsel other than those that may be paid by the proceeds of this Agreement.

17. All Claims Are Disputed. All claims, past, present, or future, are disputed. The Released Parties admit no liability, and this Agreement shall not be treated as evidence of liability nor as an admission of liability or responsibility on behalf of the Released Parties.

18. Costs and Disbursements. All parties shall bear their own costs, disbursements, and attorney's fees.

19. Subject to Approval by the Ramsey County Board of Commissioners. This Agreement is subject to the approval of the Ramsey County Board of Commissioners and shall become binding on the Ramsey County Defendants upon execution by the Board Chair, or his designee, and the County Clerk, or his designee.

20. Subject to Approval Pursuant to Minn. Stat. § 466.08. Pursuant to Minn. Stat. § 466.08, this settlement is subject to approval by the United States District Court, District of Minnesota.

**ACCEPTED AND AGREED:**

**For Plaintiff:**

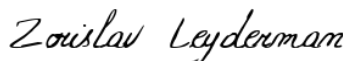
Dated: 05/19/2025



Matthew Breen

**As to form:**

Dated: 05/19/2025



By: \_\_\_\_\_  
Zorislav R. Leyderman (#0391286)  
Law Office of Zorislav R. Leyderman  
80 South 8th Street, Suite 900  
Minneapolis, MN 55402  
612-876-6626  
zrl@zrllaw.com

***Attorney for Plaintiff***

Dated: 05/19/2025 \_\_\_\_\_

*Tim Phillips*  
By: \_\_\_\_\_  
Tim Phillips (#390907)  
Law Office of Tim Phillips  
331 Second Avenue South, Suite 400  
TriTech Center  
Minneapolis, MN 55401  
612-470-7179  
tim@timphillipslaw.com

***Attorney for Plaintiff***

**For the Ramsey County Defendants:**

**RAMSEY COUNTY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Rafael E. Ortega  
Chair – County Board of  
Commissioners

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jason Yang  
Chief Clerk – County Board of  
Commissioners

**As to form:**

Dated: \_\_\_\_\_

**JOHN J. CHOI  
RAMSEY COUNTY ATTORNEY**

By: \_\_\_\_\_  
Kristine Nogosek (#0304803)  
Kevin Plaisance (0504690)  
Assistant County Attorneys  
360 Wabasha St. N., Suite #100  
St. Paul, MN 55102  
651-266-3230 (Nogosek)  
651-266-3178 (Plaisance)  
kristine.nogosek@co.ramsey.mn.us  
kevin.Plaisance@co.ramsey.mn.us

***Attorneys for the Ramsey County Defendants***

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Tim Phillips (#390907)  
Law Office of Tim Phillips  
331 Second Avenue South, Suite 400  
TriTech Center  
Minneapolis, MN 55401  
612-470-7179  
tim@timphillipslaw.com

*Attorney for Plaintiff*

**For the Ramsey County Defendants:**

**RAMSEY COUNTY**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Rafael E. Ortega  
Chair – County Board of  
Commissioners

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Jason Yang  
Chief Clerk – County Board of  
Commissioners

**As to form:**

Dated: July 17, 2025

**JOHN J. CHOI**  
**RAMSEY COUNTY ATTORNEY**

By:  \_\_\_\_\_

Kristine Nogosek (#0304803)  
Kevin Plaisance (0504690)  
Assistant County Attorneys  
360 Wabasha St. N., Suite #100  
St. Paul, MN 55102  
651-266-3230 (Nogosek)  
651-266-3178 (Plaisance)  
kristine.nogosek@co.ramsey.mn.us  
kevin.Plaisance@co.ramsey.mn.us

*Attorneys for the Ramsey County Defendants*

# Board of Commissioners

## Request for Board Action

Item Number: 2025-294

Meeting Date: 8/5/2025

**Sponsor:** Board of Commissioners

**Title**

Settlement Agreement in *Ching Vang v. Alex Grundhofer, et. al.* (Court File No. 0:24-CV-00397-NEB-ECW)

**Recommendation**

1. Approve the settlement agreement with Ching Vang, Case No. 0:24-CV-00397-NEB-ECW, totaling \$242,500.00.
2. Authorize the Chair and Chief Clerk to execute the settlement agreement.

**Background and Rationale**

On November 27, 2022, Plaintiff was arrested for Driving While Impaired (DWI) by Maplewood Police and transported to the Ramsey County Adult Detention Center (ADC) for booking. During a routine pat down, Mr. Vang was instructed to face the wall with his hands above his head touching the wall. During the pat down search, Mr. Vang removed his arms from the wall and made contact with a correctional officer's face. In response, the correctional officer pushed Plaintiff against the wall in order to restrain him while other correctional officers on the scene assisted in restraining Plaintiff. During that restraint, one correctional officer allegedly positioned Plaintiff's arm behind his back, causing him to suffer a broken elbow. Plaintiff went to a hospital after being released from the ADC and was diagnosed with a closed fracture of lateral condyle of right elbow.

The plaintiff sued the correctional officers and Ramsey County. The parties reached an agreement during settlement negotiations, subject to board approval. The board approved the settlement in a closed session on June 24, 2025.

**County Goals** (Check those advanced by Action)

☐ Well-being      ☐ Prosperity      ☐ Opportunity      ☒ Accountability

**Racial Equity Impact**

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

**Community Participation Level and Impact**

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

☒ Inform      ☐ Consult      ☐ Involve      ☐ Collaborate      ☐ Empower

**Fiscal Impact**

The county is self-insured. This settlement will be paid out of the county's tort liability fund.

**Last Previous Action**

On June 24, 2025, the Ramsey County Board met in a closed session to receive information from and provide direction to the County Attorney's Office (Resolution B2025-130).

**Attachments**

1. Settlement Agreement



## SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims is entered into this 15 day of May, 2025:

WHEREAS, Ching Vang (“Plaintiff”) has instituted legal proceedings against Alex Grundhofer, and Antonio Rulli in their individual capacities as Ramsey County Corrections Officers and Ramsey County (collectively, the “Defendants”), in a lawsuit entitled *Ching Vang v. Alex Grundhofer, et al.*, in United States District Court, Court File No. 24-cv-397 (NEB-ECW) (“the Litigation”); and

WHEREAS, Plaintiff is dismissing the claims against the Defendants, such dismissal being with prejudice, inclusive of all claims against the Defendants in both their individual and official capacities, and contingent upon settlement on the terms set forth herein and for the consideration set forth herein; and

WHEREAS, Plaintiff has offered to compromise all of his claims against the Defendants in the Litigation in exchange for a sum of money and other good and lawful consideration;

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, it is agreed as follows:

1. **Parties**

This Settlement Agreement and Release of All Claims (“Agreement”), is made and entered into between Plaintiff and the Defendants. Plaintiff and the Defendants are hereinafter collectively referred to as “the Parties.”

2. **Purpose**

The purpose of this Agreement is to finally and fully resolve all matters, claims, counterclaims, and issues, whether known or unknown, which were raised or which could have

been raised in the Litigation. To avoid the risks, uncertainty, and costs associated with the Litigation, the Parties have agreed to compromise and settle this dispute and end the Litigation.

3. **Consideration**

In consideration of Plaintiff's agreement and release of claims, as set forth herein, the County agrees to pay the sum of \$242,500 to Storms Dworak Trust Account. This payment shall constitute full and complete settlement of all claims asserted by Plaintiff in the Litigation.

4. **Full and Final Release of All Claims**

Plaintiff for himself, Plaintiff's heirs, successors, and assigns, does hereby release, acquit and forever discharge the County and its current, former, and future employees, officers, elected officials, directors, agents, departments, predecessors, successors and assigns, including the Defendants, in their official and individual capacities, and their respective, heirs, successors, and assigns (hereinafter referred to collectively as "the Released Parties"), to the fullest extent permitted by law, from and against any and all claims, complaints, controversies, causes of action, demands, suits, damages, costs, obligations, liabilities, rights or damages of any nature, including claims for attorneys' fees, which he has ever had or will have, whether known or unknown, on account of, or in any way arising out of the incident described in the Litigation, including but not limited to claims existing at any time up to and including the date of this Agreement and further agrees not to commence suit based upon any of the foregoing. This full and final release shall cover and include any and all future injuries and/or damages arising from the matters referred to in this Agreement, not now known to Plaintiff but which may later develop or be discovered, including the effects or consequences thereof, and including all causes of action therefore. This expressly includes Plaintiff's rights, if any, to appeal from dismissal of any or all of the claims in this Litigation.

**5. Plaintiff Responsible For Subrogation And Liens**

Plaintiff agrees to assume full responsibility for settlement and reimbursement of any subrogation claims or liens, and further agrees to defend and indemnify and/or hold the Released Parties harmless against any insurers or governmental entities claiming subrogation rights or liens relating to the Litigation. Plaintiff agrees to provide the Ramsey County Attorney's Office upon request the following information to enable Ramsey County to fulfill its obligations under Section 111 of the federal Medicare, Medicaid and SCHIO Extension Act of 2007 (MMSEA): full legal name; gender; date of birth; social security number; and any other information reasonably required under the MMSEA.

Plaintiff hereby agrees to hold harmless the Released Parties from any liability whatsoever to any person, entity, firm, or corporation beyond the consideration already paid as part of this release, including, without limitation, liability for other tort claims and constitutional claims, and/or actions for enforcement of any liens and including, without limitation, any subrogation claim and/or lien enforcement claim arising from payment of any insurance benefits, Medicare or Medicaid payments, medical assistance claim, or otherwise, which may now exist or hereafter arise by reason of the matters referred to in the Litigation. It is agreed that all liens or any other obligations, statutory or otherwise, will be satisfied by the proceeds of the settlement.

**6. Plaintiff's Ability to Execute Agreement and Receive Payment**

Plaintiff expressly represents and warrants that he is able to execute this Agreement. Plaintiff is at least 18 years of age and mentally competent, and has consulted with attorneys and other professional advisers of his choice regarding this Agreement and its legal and tax consequences. Plaintiff understands and voluntarily accepts all the terms, conditions, and

consequences of this Agreement. Plaintiff expressly represents and warrants that he is not a party to any bankruptcy proceeding before any court.

7. **Stipulation of Dismissal**

The Parties hereto agree to execute and file Stipulation of Dismissal with Prejudice and Request for Approval of Settlement Pursuant to Minn. Stat. § 466.08 in the forms attached hereto as Exhibit A.

8. **Voluntary Agreement**

Plaintiff acknowledges and agrees that he has read and thoroughly discussed all aspects of this Agreement with his attorney, that he understands this Agreement's provisions, and that he signs and agrees to this Agreement's terms voluntarily and without coercion.

9. **Full Satisfaction**

Plaintiff understands and agrees that acceptance of the above consideration is in full and complete satisfaction of the aforementioned claims including any and all claims for attorneys' fees, and that payment of the above amount in settlement of this case is in no way or manner to be construed as an admission on the part the Defendants, or of the liability of any of the Defendants which validity and liability is expressly denied.

10. **Settlement Forms**

Plaintiff agrees to approve and execute any forms necessary to obtain the above referenced settlement check, including W-9 and Medicare forms, and any forms or documents necessary to effectuate the dismissal of all claims against the Released Parties.

11. **Complete Agreement**

This Agreement contains and sets forth all the terms agreed upon by Plaintiff and the Released Parties regarding Plaintiff's claims. This Agreement contains the entire understanding

and supersedes all other agreements and understandings relating to the subject matter of this Agreement.

**12. Severability**

If any provision of this Agreement is held to be illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining provisions hereof, but such provision shall be fully severable, and this Agreement shall be construed and enforced as if the illegal or invalid provision had never been included herein.

**13. Tax Consequences**

Plaintiff understands and acknowledges that the Defendants made no representation or warranties to Plaintiff as to any tax consequences of the settlement outlined in this Agreement and fully acknowledges that no tax advice or research has been provided to him by the Defendants. Plaintiff fully acknowledges that he has not relied upon any such representation and agrees not to make any such claim. Plaintiff understands and agrees that any tax consequences or liabilities arising from this Agreement are solely the responsibility of Plaintiff.

**14. Data Preservation**

Data concerning Plaintiff shall be maintained and disclosed in accordance with the Minnesota Government Data Practices Act and other applicable laws.

**15. Agreement May Be Executed in Counterparts**

This Agreement may be executed in counterparts with the same force and effect as if executed in one complete document by the Parties and their respective attorneys.

**16. Effect of Agreement**

Plaintiff agrees that this Agreement binds him and his heirs, executors, administrators, assigns, agents, partners, and successors in interest. Plaintiff represents that no right, claim, or

cause of action covered by this Agreement has been assigned or given to someone else, nor are any attorneys' fees owed to any counsel other than those that may be paid by the proceeds of this Agreement.

**17. All Claims Are Disputed**

All claims, past, present, or future, are disputed. The Released Parties admit no liability, and this Agreement shall not be treated as evidence of liability nor as an admission of liability or responsibility on behalf of the Released Parties.

**18. Costs and Disbursements**

All parties shall bear its own costs, disbursements, and attorney's fees.

**19. Subject to Approval by the Ramsey County Board of Commissioners**

This Agreement is subject to the approval of the Ramsey County Board of Commissioners and shall become binding on the Defendants and the County upon execution by the Board Chair, or her designee and the County Clerk, or his designee.

**20. Subject to Approval Pursuant to Minn. Stat. § 466.08**

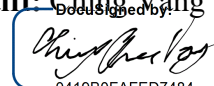
Pursuant to Minn. Stat. § 466.08, this settlement is subject to approval by the United States District Court, District of Minnesota.

**[SIGNATURE PAGE FOLLOWS]**

**ACCEPTED AND AGREED:**

Dated: 5/19/2025

**Plaintiff: Ching Vang**

By:   
Ching Vang  
1011 Edgerton Street  
St. Paul, MN 55130

**STORMS DWORAK, LLC**

By:   
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**Attorneys for Plaintiff**

Dated: 5/15/2025

**JOHN J. CHOI  
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**Attorneys for Defendants and  
Ramsey County**

**For Defendants and Ramsey County:**

**RAMSEY COUNTY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Rafael E. Ortega  
Chair – County Board of  
Commissioners

By: \_\_\_\_\_

Jason Yang  
Chief Clerk – County Board of  
Commissioners



# Board of Commissioners

## Request for Board Action

**Item Number:** 2025-302

**Meeting Date:** 8/5/2025

**Sponsor:** Emergency Management & Homeland Security

### Title

Declaration of Local State of Emergency Due to City of Saint Paul Digital Security Incident

### Recommendation

1. Under the authority given in Minnesota Statutes 12.29, declare Ramsey County to be in a Local State of Emergency effective July 29, 2025, due to the ongoing and expected response to the digital security incident in the city of Saint Paul.
2. Authorize the County Manager to declare that this Local State of Emergency will end at such time as the County Manager determines, acting on the advice of the Director of Emergency Management and Homeland Security, and subject matter experts. The County Manager must notify the Chair of the Ramsey County Board within 24 hours that it is determined that the State of Emergency is no longer warranted.
3. Authorize the County Manager and Director of Emergency Management and Homeland Security to coordinate such actions and request such state and/or federal assistance as needed to protect lives and public and private property in Ramsey County and the recovery of the county to the extent practicable and allowed by law, ordinance, and Charter.
4. Direct the Chief Clerk to give prompt and general publicity of the declaration and any termination of the Local State of Emergency and that it be filed promptly by the Chief Clerk.

### Background and Rationale

The city of Saint Paul declared a state of Local Emergency on July 29, 2025, as a result of a digital security incident in the city of Saint Paul after the city's cybersecurity protection systems detected suspicious activity on the city's network and determined the suspicious activity was a digital attack ("the Digital Security Incident"). Currently, Ramsey County's information systems remain unaffected by the Digital Security Incident. Ramsey County Board Chair Rafael Ortega declared a Local State of Emergency effective for 72 hours beginning August 2, 2025. Pursuant to Minnesota Statute 12.29, the county declares a Local State of Emergency to take immediate action in support of the city of Saint Paul. This declaration is critical in order to support Ramsey County's ability to act swiftly to protect public services and strengthen recovery efforts.

### County Goals (Check those advanced by Action)

☒ Well-being      ☐ Prosperity      ☐ Opportunity      ☐ Accountability

### Racial Equity Impact

Cybersecurity risks require protective measures that affect all residents. However, vulnerable communities, particularly communities of color, are likely to face disproportionate impacts due to existing systemic inequities. Timely and proactive action is essential to prevent these disparities from widening and to ensure an equitable response that protects those most at risk.

### Community Participation Level and Impact

There is no community engagement associated with this request for board action. The county is in active communication with its local partners to coordinate.

☒ Inform      ☐ Consult      ☐ Involve      ☐ Collaborate      ☐ Empower

**Fiscal Impact**

Mitigating this Digital Security Incident will have significant expense to Ramsey County. However, no estimates are available at this time.

**Last Previous Action**

The Chair of the Ramsey County Board declared a Local State of Emergency valid for a period of 72 hours effective 11:00 a.m. August 2, 2025, through 11:00 a.m. August 5, 2025, pursuant to Minnesota Statute 12.29.

**Attachments**

1. Emergency Declaration of the City of Saint Paul
2. Ramsey County Local State Emergency Declaration



## **City of Saint Paul Emergency Declaration July 29, 2025**

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WHEREAS, the City of Saint Paul, located within Ramsey County, Minnesota, is the subject of a digital security incident beginning July 25, 2025; and

WHEREAS, this digital security incident has caused disruption to critical systems and access to digital services; and

WHEREAS, this digital security incident poses a risk to the provision of essential services to the population of Saint Paul and critical infrastructure of the City of Saint Paul; and

WHEREAS, the City has taken protective measures to identify, track, and remediate, the source of the digital security incident, and determined that the disruption caused by the digital security incident is likely to continue; and

WHEREAS, the necessary resources to respond to this digital security incident and restore critical systems, access to digital services, and the orderly provision of essential services to the public exceed those resources immediately available within the City of Saint Paul; and

WHEREAS, additional resources will be needed from Ramsey County, and state and federal sources.

Now, Therefore, MAYOR MELVIN CARTER, III OF THE CITY OF SAINT PAUL DECLARES, REQUESTS, AND DIRECTS AS FOLLOWS:

1. Under the authority given in Minnesota Statutes 12.29, declares that a state of emergency exists within Saint Paul, effective July 29, 2025, with all the powers and responsibilities attending thereto as provided by Chapter 12, Minnesota Statute, and Saint Paul Legislative Code, Chapter 13.
2. Directs the Saint Paul Director of Emergency Management to request and coordinate appropriate aid and resources from surrounding jurisdictions, the Ramsey County Division of Emergency Management and Homeland Security, and the State of Minnesota.
3. Directs the Saint Paul Director of Office of Technology and Communications to coordinate cyber security partners as needed and assist in the administration of the remediation and recovery process, as needed.
4. Requests the City Council convene an emergency session at its earliest convenience to discuss the situation and this declaration. This state of local emergency may not be continued for a period in excess of three days except by or with the consent of the Council of the City of Saint Paul.
5. Orders that this declaration be given prompt and general publicity and that it be filed promptly by the City Clerk.

Dated this 29<sup>th</sup> day of July 2025, at 1645 hours.

Melvin Carter, III  
Mayor of the City of Saint Paul

## Ramsey County Local State Emergency Declaration

July 31, 2025

WHEREAS, on July 29, 2025, Mayor Carter of the City of Saint Paul, declared a state of emergency in response to a digital security incident disrupting the City of Saint Paul's internal systems and some city services ("Incident"); and

WHEREAS, Subject Matter Experts have determined that significant protective measures must be undertaken to reduce the impact of the Incident and significant activity will be beyond the usual resources of Ramsey County; and

WHEREAS, Minnesota Statutes Chapter 12.29 authorizes the Chair of the Ramsey County Board of Commissioners to sign a Declaration of Local State of Emergency in Ramsey County valid for up to 72 hours after which an open meeting of the Board of County Commissioners will be required to continue this Declaration; and

WHEREAS, the Ramsey County Director of Emergency Management and Homeland Security and the County Manager recommends that the Ramsey County Board of Commissioners declare that a Local State of Emergency exists in Ramsey County;

Now, Therefore, Be It RESOLVED, I Rafael E. Ortega, as Chair of the Ramsey County Board of Commissioners, declare Ramsey County to be in a Local State of Emergency effective 11:00 a.m. August 2, 2025 due to the ongoing and expected response to and recovery from the Incident and direct the County Manager and the Director of Emergency Management and Homeland Security to coordinate such actions and request such state and/or federal assistance as needed to protect lives and public and private property in Ramsey County and the recovery of the County from the impacts of this Incident to the extent practicable and allowed by law, ordinance, and Charter; and

BE IT FURTHER RESOLVED that I direct the County Manager and Director of Emergency Management to ensure a formal Request for Board Action be put forward to an open meeting of the Board of Commissioners as required by law.

Signed this 29 day of July, 2025

  
Chair,

Ramsey County Board of Commissioners