



# Board of Commissioners

## Agenda

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

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December 17, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

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### ROLL CALL

### PLEDGE OF ALLEGIANCE

### LAND ACKNOWLEDGEMENT

1. **Agenda of December 17, 2024 is Presented for Approval** [2024-280](#)

Sponsors: County Manager's Office

Approve the agenda of December 17, 2024.

2. **Minutes from December 3, 2024 are Presented for Approval** [2024-281](#)

Sponsors: County Manager's Office

Approve the December 3, 2024 Minutes.

### ADMINISTRATIVE ITEMS

3. **Food and Beverage Expense Policy Annual Threshold Increase** [2024-672](#)

Sponsors: Finance

Approve an increase to the Food and Beverage Policy annual threshold to \$100,000.

4. **Reappointment of the Ramsey County Medical Examiner and Agreement for Forensic Services** [2024-640](#)

Sponsors: Medical Examiner

1. Reappoint Kelly Mills, M.D. as the Medical Examiner of Ramsey County from January 1, 2025 through December 31, 2026.
2. Approve the agreement with Kelly Mills, DBA River Valley Forensic Services, PA, for a two-year period of January 1, 2025 through December 31, 2026 in accordance with the rates established in the agreement.
3. Authorize the Chair and Chief Clerk to execute the agreement.

5. **Healing Streets Individual Support Funds Placement in Project Budget** [2024-678](#)

Sponsors: Public Health, County Manager's Office

Authorize the County Manager to establish a project budget for the Healing Streets individual support funds in an amount up to \$500,000 in the Public Health budget.

**6. Grant Agreement with the Department of Human Services for the Mental Health Innovation Grant** [2024-648](#)

Sponsors: Social Services

1. Ratify the submittal of the grant application to the Department of Human Services for the Mental Health Innovation Grant.
2. Accept a grant award and approve a grant agreement with the Department of Human Services for Mental Health Services for the period of January 1, 2025, through December 31, 2026, in the amount of \$817,406.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to execute amendments to the grant agreement in the form approved by the County Attorney's Office.

**7. Certification of Property Assessed Clean Energy Charges for Energy Improvements** [2024-666](#)

Sponsors: Community & Economic Development

1. Request the County Auditor to amend the existing special assessment plus interest on the following property:  
Owner: IVP St. Paul MF Conversion, LLC  
Property Address: 386 Wabasha Street North, Saint Paul, MN 55102  
PIN: 06-28-22-12-0033  
Project Type: Roof, lighting, building envelop, energy efficiency Heating, Ventilation and Air Conditioning improvements  
Assessment Request: \$15,789,000  
Interest Rate: 8.56 %  
Interest Starts Accruing: 01/01/2026  
Finance Period: 29 years  
Such assessments shall be payable in equal annual principal and interest installments extending over the term of the special assessment. The first of the installments shall be payable with general property taxes in 2024, and shall bear interest at the rates per annum and interest start date stated above, and to the first installment shall be added interest on the entire assessment from the interest start date until December 31 of the tax payable year to which the first installment will be extended, and to each subsequent installment, when due, shall be added interest for one year on all unpaid installments and to each installment shall also be added the special assessment administration fee required by Minnesota Statutes section 429.061, subdivision. 5.
2. Direct the Chief Clerk to send a certified copy of this Resolution to the County Auditor to amend the assessment for IVP St. Paul MF Conversion, LLC on the property tax lists of the county.

**8. 2025 Parks Capital Project Accounting** [2024-626](#)

Sponsors: Parks & Recreation

Authorize the County Manager to establish project budgets for the following in the Parks and Recreation Department:

- a. Natural Resources Habitat Restoration and Maintenance
- b. Parks & Trails Signage

- c. Bituminous Paving & Maintenance Parks & Recreation
- d. Regional Park Playground Maintenance and Redevelopment

**9. 2025 Utilization Guidelines for Soil and Water Conservation District Aid** [2024-651](#)

Sponsors: Parks & Recreation

1. Approve utilization guidelines for Soil and Water Conservation District Aid for Ramsey County.
2. Direct Parks & Recreation department to post the utilization guidelines on the county's public website.

**10. Capital Improvement Program Contingent Request for the Juvenile and Family Justice Center Elevator Modernization Project** [2024-481](#)

Sponsors: Property Management

Authorize the County Manager to allocate up to \$613,000 from the Capital Improvement Program Contingent Fund Balance to the Juvenile and Family Justice Center Elevator Modernization Capital Improvement Program project budget.

**11. Agreement with Construction Results Corporation for the Juvenile and Family Justice Center Elevator Modernization Project** [2024-503](#)

Sponsors: Property Management

1. Approve the selection of and agreement with Construction Results Corporation, 5465 Highway 169 North, Plymouth, MN 55442, for the Juvenile and Family Justice Center Elevator Modernization project, for the period of December 18, 2024 through December 17, 2027, in the not-to-exceed amount of \$2,701,040.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

**12. Women, Infants, and Children New Brighton Clinic Space Improvement Project Budget** [2024-597](#)

Sponsors: Property Management

1. Authorize the County Manager to account for the Women, Infants, and Children New Brighton Clinic Space Improvement project as a budgeted project in Property Management.
2. Authorize the County Manager to transfer up to \$152,250 from Public Health operating funds to the Women, Infants, and Children New Brighton Clinic Space Improvement project budget for project activities.

**13. Easement Agreement with Wedum Albion, LLC and Wedum Lexington, LLC for Lexington Parkway Private Sky Bridge** [2024-663](#)

Sponsors: Public Works

1. Approve the Lexington Parkway Private Sky Bridge Easement Agreement.
2. Authorize the Chair and Chief Clerk to execute the Lexington Parkway Private Sky Bridge Easement Agreement.

3. Request that a copy of the fully executed easement agreement be filed with the County Recorder's Office.

**14. Reallocation of Riverview Corridor Funds** [2024-682](#)

Sponsors: Public Works

1. Direct Public Works staff to develop a refined transportation improvement plan utilizing Ramsey County Regional Railroad Authority Property Tax Levy and Ramsey County Local Option Sales Tax funds previously identified for the Riverview Corridor.
2. Direct Public Works staff to develop a detailed transit and transportation investment plan based upon the reallocation of Riverview Corridor funds consistent with the investment categories presented at the November 19, 2024, board workshop for Ramsey County board discussion and approval in the Spring of 2025.

**15. Transfer of Ramsey County Transit and Transportation Improvement Funds for Union Depot Facility Improvements** [2024-685](#)

Sponsors: Public Works

1. Authorize the County Manager to transfer up to \$3,000,000 from Ramsey County Transit and Transportation Improvement fund balance to the 2025 Union Depot operating budget for operational and capital maintenance costs for near-term improvements.
2. Authorize the County Manager to establish a project budget for Union Depot Facility Improvements of up to \$6,000,000, utilizing up to \$3,000,000 of Transit and Transportation Improvement fund balance and up to \$3,000,000 of Ramsey County Regional Railroad Authority fund balance in the Union Depot operating budget.
3. Authorize the County Manager to account for the operational and capital maintenance costs in the Union Depot operating budget.

**16. Amendments to Administrative Code - Emergency Management and Homeland Security Department** [2024-665](#)

Sponsors: Emergency Management & Homeland Security

1. Approve amendments to the Administrative Code to incorporate the Emergency Management and Homeland Security department.
2. Direct the Chief Clerk to the County Board to amend the Administrative Code to reflect approved amendments.

**17. 2025 Salary Rate for the Ramsey County Attorney** [2024-688](#)

Sponsors: County Attorney's Office

1. Set the annual salary for the elected Ramsey County Attorney at \$223,930 to be effective the first full pay period following January 1, 2025.
2. Authorize the continuation of the contribution to deferred compensation for the elected County Attorney consistent with the American Federation of State, County and Municipal Employees Local 8 Assistant County Attorneys agreement.
3. Authorize the continuation of the administrative allowance of \$110 per month.
4. Authorize the continuation of the transportation allowance of \$150 per month.
5. Authorize the continuation of the cell phone/wireless service allowance of \$55 per month.

**18. 2025 Salary Rate for the Ramsey County Sheriff** [2024-660](#)

Sponsors: Sheriff's Office

1. Set the annual salary for the Ramsey County Sheriff at \$186,706 effective January 1, 2025.
2. Authorize the continuation of the contribution to deferred compensation consistent with that approved for non-represented employees for 2025.
3. Authorize the continuation of the uniform/clothing allowance of \$1,375 for 2025.

**19. Agreements for Law Enforcement Services and Public Safety Services** [2024-667](#)

Sponsors: Sheriff's Office

1. Approve the agreements for law enforcement and public safety services with the cities of Arden Hills, Little Canada, North Oaks, Shoreview, Vadnais Heights, and the township of White Bear for the period of January 1, 2025 through December 31, 2029.
2. Authorize the Chair and Chief Clerk to execute the agreements.
3. Authorize the County Manager to use Law Enforcement Services Fund fund balance for the purpose of year-end reconciliation at fiscal close to reconcile actual costs for services provided to the Contract Communities under these agreements.

**20. Amendment to the Agreement with the City of Falcon Heights for Law Enforcement and Public Safety Services** [2024-668](#)

Sponsors: Sheriff's Office

1. Approve the amendment to the agreement with the city of Falcon Heights for law enforcement and public safety services for a two-month period of January 1, 2025 through February 28, 2025.
2. Authorize the Chair and Chief Clerk to execute the agreement.

**21. Seventh Amended Joint Powers Agreement of the Ramsey County Violent Crime Enforcement Team** [2024-670](#)

Sponsors: Sheriff's Office

1. Approve the Seventh Amended Joint Powers Agreement of the Ramsey County Violent Crime Enforcement Team between Ramsey County and the cities of Maplewood, New Brighton, Roseville, Saint Paul, White Bear Lake, Mounds View, and Saint Anthony for the period of January 1, 2025 through December 31, 2025, and will automatically renew for two additional one-year periods, through December 31, 2027.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

**22. Gift Acceptance for the 2024 Commissioner Travel Expenses** [2024-664](#)

Sponsors: Board of Commissioners

Accept the monetary gift of the approximate total amount of \$10,556 for 2024 travel related expenses for Commissioner Mary Jo McGuire, Commissioner Rena Moran, Commissioner Victoria Reinhardt, and Commissioner Mai Chong Xiong.

**23. 2024 Budget Adjustments for Overspending in the Ramsey County Sheriff's Office** [2024-673](#)

Sponsors: Finance

1. Authorize the County Manager and the Chief Financial Officer to transfer up to \$2,500,000 to the Ramsey County Sheriff's Office budget from general fund fund balance in 2024.
2. Authorize the County Manager to establish an Operational Staffing Study project account.
3. Authorize the County Manager and the Chief Financial Officer to transfer \$175,000 to the Office of Safety and Justice from general fund fund balance to conduct an Operational Staffing Study in the Sheriff's Office and to account for this work in the Operational Staffing Study project budget.

**24. 2024 Budget Adjustments for Overspending in the Ramsey County Attorney's Office** [2024-674](#)

Sponsors: Finance

Authorize the County Manager and the Chief Financial Officer to transfer up to \$1,000,000 to the Ramsey County Attorney's Office from general fund fund balance in 2024.

**25. Benefits Policies Compliance Update** [2024-638](#)

Sponsors: Human Resources

Approve updates to Employee Benefits Policies to comply with legislative changes to Earned Sick and Safe Time Minnesota Statute 181.9445-181.9448, including clarification on previously approved policies:

1. Section 8.6 Use of Sick Leave
  - a. Modify "sick leave is authorized" to "sick leave may be authorized," as the Earned Sick and Safe Time (ESST) law provides guidelines for proper notice and documentation requirements that authorize the use of paid sick time.
  - b. Modify paragraphs (a), (b), (c), (d), (e), and (f) to clarify that sick leave must be used for qualifying reasons when an employee has available paid sick time. This change is in alignment with ESST provisions in preparation for MN Paid Family Medical Leave.
  - c. Remove the limit of 160 hours from paragraph (c) such that an employee has access to all paid sick hours for the purpose of providing care to a qualified family member. This change is in alignment with ESST provisions in preparation for MN Paid Family Medical Leave.
  - d. Clarify 'immediate household' member in paragraph (e) to be someone who is not a family member as defined by Minn. Stat. 181.9445. Sick leave for this purpose may not be compounded with other sick leave in the same instance.
  - e. Update paragraph (g) to read that employees may use sick leave for the purpose of bonding with a newborn or adopted child within twelve (12) months of birth or adoption, rather than six months. This change aligns with FMLA, ESST, and MN PFML.
  - f. Revise paragraph (i) to allow up to eighty (80) hours of paid sick time for bereavement purposes. Clarify that bereavement includes funeral or memorial services, as well as time needed to address financial or legal matters that arise out of the death of a loved one.
2. Move up Sections 8.12 Notice for the Use of Sick Leave and 8.13 Documentation for the Use of Sick Leave to 8.8 and 8.9, respectively, for greater clarity.
3. Section 8.9 Documentation for the Use of Sick Time

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- a. Add (a) “reasonable documentation may be requested at the discretion of the appointing officer or Director.”
  - b. Add (b) “reasonable documentation may only be required if the absence is more than three (3) consecutive workdays,” per Minn. Stat. 181.9447, subd. 3.
  - c. Modify paragraph (e) to clarify that paid sick leave may be denied if an employee fails or refuses to supply sufficient reasonable documentation when required by the appointing officer or Director.
  - d. Strike final paragraph that says the documentation requirements of ESST only apply to seasonal, temporary or intermittent workers. As of May 25, 2024, the documentation rules of the law apply to paid sick time of full- and part-time employees. As of January 1, 2025, these rules apply to all paid sick time.
4. Section 8.10 Requirement to Use Paid Sick Time
- a. Add a new section that clarifies a common practice whereby employees are required to use paid sick time when the reason for absence qualifies for paid sick time, as defined by Section 8.6 and Minn. Stat. 181.9447, subd. 1.
  - b. Add paragraph (a) that allows an employee the option to retain a bank of eighty (80) hours, rather than exhaust all paid sick time. The option to reserve a bank of sick hours is listed in the collective bargaining agreements and has been common practice for unrepresented employees even though it has not been written in the Benefits Policies.
  - c. Add paragraph (b) to mirror language in the collective bargaining agreements, which clarifies that time retained in the employee’s sick bank cannot be used until they return from leave. This matches the longstanding practice.
  - d. Add paragraph (c) to mirror language in the collective bargaining agreements, which clarifies that unused sick leave will be forfeit if the employee does not return from leave, such that the employee will receive no compensation for those banked hours. This is also mentioned in Section 12.9 Separation Pay
5. Section 8.11 Advance of Sick Leave
- a. Update to comply with ESST requirement that all sick hours advanced to an employee may be used for any qualifying reason, as defined in Minn. Stat. 181.9447, subd. 1. Qualified uses for sick time are outlined in Section 8.6.
  - b. Replace “proof of illness” with “reasonable documentation” as outlined in Minn. Stat. 181.9447, subd. 3.
  - c. Modify Section 8.6 paragraph (a) to clarify that, if an employee transitions to a status that is not eligible for sick advance, the employee must repay any outstanding advanced hours before the transition to the new status is complete.
6. Section 8.12 Use of Other Paid Leave for Sick Leave Purposes
- a. Create new section to commit to writing the longstanding countywide practice whereby an employee may request to use vacation and other accruals upon the exhaustion of paid sick leave.
  - b. Clarify that an employee can also request to use other accruals even if they opt to bank hours.
7. Section 9.1 Eligibility for Sick Leave Without Pay
- a. Update language to explain that unpaid sick leave is to be used only for the health condition of the employee. Unpaid sick leave is not protected under ESST law.
  - b. Change “shall” to “may” in paragraph (a) to clarify that a continuous unpaid medical leave of absence may granted if the employee supplies substantiating medical documentation.
  - c. Strike the mention of workers’ compensation from paragraph (a).
  - d. Add “seasonal” employee status to paragraph (c).
  - e. Clarify in paragraph (c) that seasonal, intermittent and temporary employees are
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ineligible for sick leave without pay, unless otherwise protected by an approved FMLA status. This has been the longstanding practice but has not been clearly documented.

8. Section 10 Workers Compensation
  - a. Modify that employees are required to use paid sick time to supplement wage replacement benefits to make the employee whole, which is the current practice for represented employees, and mirrors the updates in Section 8.6.

**26. Salary and Benefit Changes for Non-Represented Classified and Unclassified Employees for 2025, 2026 and 2027** [2024-696](#)

Sponsors: Human Resources

Approve salary and benefit changes for non-represented employees in the classified and unclassified service of the Ramsey County Personnel System for 2025, 2026 and 2027.

**27. Terms of Collective Bargaining Agreements with Eight American Federation of State, County and Municipal Employees Bargaining Units for the Years 2025, 2026 and 2027** [2024-697](#)

Sponsors: Human Resources

1. Approve the terms of collective bargaining agreements with American Federation of State County and Municipal Employees Bargaining units for the years 2025, 2026 and 2027:
  - Local 8 (General County)
  - Local 8 (Professional)
  - Local 8 (Public Health Registered Nurses)
  - Local 151 (Social Services Department, Financial Assistance Services Department and the Administrative Division of the Health and Wellness Service Team)
  - Local 151 (Licensed Practical Nurses)
  - Local 151 (Workforce Solutions)
  - Local 707 (Lake Owasso Residence)
  - Local 1935 (Parks & Recreation)
2. Authorize the Chair and the County Manager, to sign the agreements incorporating these terms and conditions.

**28. Terms of Collective Bargaining Agreement with International Union of Operating Engineers Local 49 for the Years 2025, 2026 and 2027** [2024-675](#)

Sponsors: Human Resources

1. Approve the terms of collective bargaining agreement with international Union of Operating Engineers Local 49 for the years 2025 2026 and 2027.
2. Authorize the Chair and the County Manager to execute the agreement incorporating the terms and conditions.

**29. Terms of Collective Bargaining Agreement with Teamsters 320 Correctional Officer IIIs for the years 2025, 2026 and 2027** [2024-677](#)

Sponsors: Human Resources



1. Approve the terms of the collective bargaining agreement with Teamsters 320 Correctional Officer IIIs for the years 2025, 2026 and 2027.
2. Authorize the Chair and the County Manager to execute the agreement.

**POLICY ITEM****30. Approval of the 2025 Ramsey County Operating Budget**[2024-652](#)

Sponsors: Finance

Approve the 2025 Ramsey County Operating Budget and the 2025 Tax Levy:

1. Approve the 2025 budget of \$871,664,841 with all the changes noted in the attached budget addenda - the 2025 budget is an increase of \$63,166,042 or 7.8% over the 2024 approved budget.
2. Approve a continuation of a vacancy factor reduction in department budgets for 2025.
3. Authorize the County Manager to monitor the savings that accrue due to the vacancy factor and to transfer vacancy factor savings if needed from departments that have excess savings to departments that need additional funds and to increase estimated revenues if needed to finance salary related costs due to the vacancy factor.
4. Authorize the County Manager to continue to fund Internal Services Fund for Employee Health and Dental Insurance to account for health and dental premiums.
5. Authorize the County Manager to move, transfer, or reallocate existing Full Time Equivalents and budget resources within and between the service teams to support the service teams in their ability to achieve and implement the County Board's vision, mission, goals, and strategic plan.
6. Authorize the County Manager to make all necessary budget adjustments, including transfers and increasing estimated revenues and expenditures to implement Request for Board Actions that have been approved by the Ramsey County Board of Commissioners.

**31. Approval of the 2025 Tax Levy**[2024-654](#)

Sponsors: Finance

Approve the 2025 Tax Levy:

1. Approve the 2025 total tax levy of \$395,960,717, a 4.75% increase over the 2024 tax levy. Tax levy statement attached.
2. Adopt a countywide levy on all taxable property of \$379,022,184 and a suburban-only levy for Libraries of \$16,938,533 on all taxable property in Ramsey County outside of the city of Saint Paul, to be levied in the year 2024 and to be collected in the year 2025.
3. Approve the 2025 tax levy of \$16,938,533 on suburban properties for libraries to be a separate line on the property tax statement.

**32. Approval of the 2025 Capital Improvement Program Budget and Financing**[2024-653](#)

Sponsors: Finance

1. Approve the 2025 Capital Improvement Program Budget and Financing.
2. Authorize the County Manager to enter into agreements and contracts and execute amendments to agreements and contracts in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of the Capital Improvement Program funding.

**ORDINANCE PROCEDURES****33. Adoption of the 2025 Capital Improvement Program Bond Ordinance** [2024-447](#)

Sponsors: Finance

Approve 2025 Capital Improvement Program Bond Ordinance, which sets forth procedure for issuance of said bonds.

**34. Resolution Authorizing the 2025A Bond Sale** [2024-704](#)

Sponsors: Finance

1. Approve the attached resolution providing for the competitive negotiated sale of approximately \$19,500,000 General Obligation Capital Improvement Plan Bonds, Series 2025A including the terms attached thereto.
2. Authorize a general obligation bond sale of up to \$19,500,000 of principal.
3. Set February 10, 2025, as the bond sale and award date for proposals received and report to the Ramsey County Board of Commissioners on February 11, 2025.

**35. Adoption of the Ramsey County Arts, Culture and Creative Enterprise Advisory Commission Ordinance** [2024-515](#)

Sponsors: Board of Commissioners, Economic Growth and Community Investment

Adopt the Proposed Ramsey County Arts, Culture and Creative Enterprise Advisory Commission Ordinance.

**PRESENTATION****36. Presentation: Update on the Enterprise Resource Planning Replacement Project** [2024-476](#)

Sponsors: Information Services

None. For information and discussion only.

**PROCLAMATION****37. Proclamation: Commissioner Reinhardt Proclamation** [2024-662](#)

Sponsors: Board of Commissioners

**COUNTY CONNECTIONS****OUTSIDE BOARD AND COMMITTEE REPORTS****BOARD CHAIR UPDATE****ADJOURNMENT**

Following County Board Meeting:

10:30 a.m. (est). Housing Redevelopment Authority Meeting, Council Chambers – Courthouse Room 300

10:45 a.m. (est). Regional Railroad Authority Meeting, Council Chambers – Courthouse Room 300

Advance Notice:

December 24, 2024 No county board meeting

December 31, 2024 No county board meeting – 5th Tuesday

January 07, 2025 Annual organizational board meeting – Council Chambers

January 14, 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:** 2024-280

**Meeting Date:** 12/17/2024

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**Sponsor:** County Manager's Office

**Title**

Agenda of December 17, 2024 is Presented for Approval

**Recommendation**

Approve the agenda of December 17, 2024.



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2024-281

**Meeting Date:** 12/17/2024

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**Sponsor:** County Manager's Office

**Title**

Minutes from December 3, 2024 are Presented for Approval

**Recommendation**

Approve the December 3, 2024 Minutes.

**Attachments**

1. December 3, 2024 Minutes



# Board of Commissioners Minutes

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

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December 3, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

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The Ramsey County Board of Commissioners met in regular session at 9:03 a.m. with the following members present: Frethem, Moran, Ortega, Xiong and Chair Reinhardt. Absent was Commissioner McGuire. Also present were Ling Becker, County Manager, and Stacey D'Andrea, Assistant County Attorney, Ramsey County Attorney's Office.

## ROLL CALL

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

## PLEDGE OF ALLEGIANCE

## LAND ACKNOWLEDGEMENT

Presented by Commissioner Moran.

1. Agenda of December 3, 2024 is Presented for Approval [2024-278](#)

Sponsors: County Manager's Office

Approve the agenda of December 3, 2024.

Motion by Ortega, seconded by Xiong. Motion passed.

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

Absent: Moran

2. Minutes from November 26, 2024 are Presented for Approval [2024-277](#)

Sponsors: County Manager's Office

Approve the November 26, 2024 Minutes.

Motion by Frethem, seconded by Xiong. Motion passed.

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

Absent: Moran

## ORDINANCE PROCEDURES

3. Proposed Ramsey County Arts, Cultural and Creative Enterprise Advisory Commission Ordinance - Waive the Second Reading and Hold the Public Hearing [2024-514](#)

Sponsors: Board of Commissioners, Economic Growth and Community Investment

1. Waive the Second Reading of the proposed Ramsey County Arts, Cultural and Creative Enterprise Advisory Commission Ordinance.
2. Hold the Public Hearing for the proposed Ramsey County Arts, Cultural and Creative

Enterprise Advisory Commission Ordinance.

Chair Reinhardt opened the public hearing at 9:05 a.m. There were no speakers signed up to comment - the chair called three times for public comments. Hearing none, the chair closed the public hearing at 9:08 a.m.

Motion by Ortega, seconded by Frethem. Motion passed.

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

Absent: Moran

Resolution: [B2024-255](#)

4. 2025 Capital Improvement Program Bond Ordinance - Waive Second Reading and Hold Public Hearing [2024-446](#)

Sponsors: Finance

1. Waive the second reading of the proposed 2025 Capital Improvement Program Bond Ordinance.
2. Hold the public hearing for the proposed 2025 Capital Improvement Program Bond Ordinance.

Chair Reinhardt opened the public hearing at 9:08 a.m. There were no speakers signed up to comment - the chair called three times for public comments. Hearing none, the chair closed the public hearing at 9:10 a.m.

Motion by Frethem, seconded by Xiong. Motion passed.

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

Absent: Moran

Resolution: [B2024-256](#)

## ADMINISTRATIVE ITEMS

5. Memorandum of Understanding with the Partners of the Ramsey County Bail Reform Work Group for the Supported Pre-Charge Release Process [2024-530](#)

Sponsors: County Attorney's Office

1. Approve the Memorandum of Understanding with the partners of the Ramsey County Bail Reform Work Group for the Supported Pre-Charge Release Process.
2. Authorize the Board Chair to execute the Memorandum of Understanding.

Motion by Moran, seconded by Ortega. Motion passed.

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

Absent: McGuire

Resolution: [B2024-257](#)

6. Grant Agreement with Department of Justice Office of Community Oriented Policing Services for Ramsey County Emergency and Public Safety Communications Network Replacement [2024-642](#)

Sponsors: Emergency Communications

1. Ratify the submittal of the grant application to Department of Justice Office for Fiscal Year 24 Community Oriented Policing Services Technology and Equipment Program Invitational Solicitation.
2. Accept a grant award and approve a grant agreement with the Department of Justice Office for Emergency and Public Safety Communications Network Replacement for the period of upon execution through March 31, 2026 in the amount of \$2,965,000.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.

4. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.
5. Authorize the County Manager to execute amendments to the grant agreement in a form approved by the County Attorney's Office.

Motion by Moran, seconded by Ortega. Motion passed.

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

Absent: McGuire

Resolution: B2024-258

7. Resolution Affirming Metro County Engagement on Youth Intervention [2024-657](#)

Sponsors: County Manager's Office

1. Affirm the work of the 2024 Working Group on Youth in promoting best practices and improving the system of care.
2. Affirm the county's work to provide holistic, intentional, and therapeutic support through healing and treatment homes, as well as wrap around services for justice system-interacting youth and their families in alignment with Minnesota Session Laws 2023, Chapter 52, Public Safety Omnibus Bill.
3. Direct the county to participate in a metro county workgroup to develop a plan to address placement options for county-connected youth with complex needs in both social services and juvenile justice systems.

Discussion can be found on archived video.

Motion by Xiong, seconded by Moran. Motion passed.

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

Absent: McGuire

Resolution: B2024-259

8. Master Grant Contract with the Minnesota Department of Health [2024-531](#)

Sponsors: Public Health

1. Approve the Master Grant Contract with the Minnesota Department of Health for the period January 1, 2025, through December 31, 2029.
2. Authorize the Chair and Chief Clerk to execute the Master Grant Contract.
3. Authorize the County Manager to execute grants and amendments to the grant agreement in the form approved by the County Attorney's Office.

Discussion can be found on archived video.

Motion by Moran, seconded by Xiong. Motion passed.

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

Absent: McGuire

Resolution: B2024-260

## POLICY ITEM

9. Ramsey County Sheriff Operational Staffing Study Proposal [2024-623](#)

Sponsors: Safety and Justice

For information and discussion only.

Presented by Director Gloria Reyes. 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**

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

## **ADJOURNMENT**

Chair Reinhardt declared the meeting adjourned at 10:07 a.m.

## **CLOSED MEETING**

Pursuant to Minnesota Statutes 13D.05 subdivision 3(b) in order to discuss Venedia Larita Campbell and Martin Alan Smith II v Schroeder et al., the Ramsey County Board met in a closed meeting, which is not open to the public.

In Re Venedia Larita Campbell and Martin Alan Smith II v Schroeder et al.

The Closed Meeting was called to order at 10:40 a.m. with the following members present: Commissioners Frethem, Moran, Ortega, Xiong, and Chair Reinhardt. Also present: Ling Becker, County Manager; Brett Bacon, Assistant County Attorney, Office of the Ramsey County Attorney; Gloria Reyes, Deputy County Manager, Safety and Justice Service Team, Susan Earle, Chief Financial Officer, Finance, and Jason Yang, Chief Clerk - County Board, County Manager's Office.

Motion by Commissioner Frethem, seconded by Commissioner Ortega. Unanimously approved, Now, Therefore, Be It resolved, the Ramsey County Board of Commissioners authorized the Office of the Ramsey County staff to proceed as discussed in this closed meeting. (Resolution B2024-261).

The closed meeting was adjourned at 11:17 a.m.

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**Item Number:** 2024-672

**Meeting Date:** 12/17/2024

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**Sponsor:** Finance

**Title**

Food and Beverage Expense Policy Annual Threshold Increase

**Recommendation**

Approve an increase to the Food and Beverage Policy annual threshold to \$100,000.

**Background and Rationale**

On September 22, 2022, the county board approved an increase to the food and beverage policy annual threshold to \$50,000 to accommodate for Ramsey County-sponsored conferences, meetings, or events that benefit the county.

The Food and Beverage Policy addresses allowable food and beverage expenses associated with the countywide employee recognition program, county business meetings, grant activities, county-sponsored public events and volunteer activities. County expenditures for food and beverage are limited to occasions that have a clear county business purpose.

Since 2022, the increased threshold has helped the county build meaningful relationships with numerous agencies and organizations to advance the county's mission, vision, and goals. Departments used funds to host meetings with housing collaboratives, host community dinners, and to provide lunch for learning community cohorts. As the county continues to build meaningful relationships with agencies and organizations, providing meals is one approach to strengthen those relationships.

To continue fostering these relationships and deepening community engagement between the county and its partners, Finance recommends the annual threshold be increased to \$100,000.

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

Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

There is no direct racial equity impact with this action, but the increased threshold will allow Ramsey County to collaborate with community organizations to advance the counties mission, vision, and goals.

**Community Participation Level and Impact**

This action is strictly operation and internal facing and there was no community engagement with this request.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The intent of this request is to set an annual threshold of \$100,000 to ensure that the organization as a whole is being fiscally responsible when using funds. Individual departments are responsible for covering food and beverage costs within their budget when hosting events.

**Last Previous Action**

On November 11, 2022, the Ramsey County Board of Commissioners approved an increase to the Food and Beverage Policy annual threshold to \$50,000 (Resolution B2022-267).

On October 4, 1994, the Ramsey County Board of Commissioners established a County Expense Account up to a limit of \$20,000 (Resolution 94-457).

**Attachments**

None.

# Board of Commissioners

## Request for Board Action

**Item Number:** 2024-640

**Meeting Date:** 12/17/2024

**Sponsor:** Medical Examiner

### Title

Reappointment of the Ramsey County Medical Examiner and Agreement for Forensic Services

### Recommendation

1. Reappoint Kelly Mills, M.D. as the Medical Examiner of Ramsey County from January 1, 2025 through December 31, 2026.
2. Approve the agreement with Kelly Mills, DBA River Valley Forensic Services, PA, for a two-year period of January 1, 2025 through December 31, 2026 in accordance with the rates established in the agreement.
3. Authorize the Chair and Chief Clerk to execute the agreement.

### Background and Rationale

The agreement and appointment of Kelly Mills, M.D. as Ramsey County Medical Examiner will expire on December 31, 2024. The County Manager is requesting the Ramsey County Board of Commissioners to approve the agreement and to reappoint Dr. Mills as the County Medical Examiner for a two-year period from January 1, 2025 to December 31, 2026. The contract includes a rate increase of 2.5 percent per year and a \$180,000 increase in 2026 for an additional pathologist with all other the terms of the agreement remaining in effect. The additional pathologist is needed for case load certification and succession planning.

Minnesota Statutes 390.005 requires Ramsey County to maintain and operate a public morgue and the Ramsey County Board of Commissioners to appoint a qualified Medical Examiner for a term not longer than four years. The Medical Examiner serves as the appointed public official with administrative control of a mandated system of death investigation. Dr. Kelly Mills satisfies the qualifications, certifications and licensing requirements to serve as a Medical Examiner for Ramsey County.

River Valley Forensic Services, PA. is an incorporated professional association of Dr. Kelly Mills and three forensic pathologists, who all maintain the required qualifications for medical examiner services. Dr. Mills will be responsible for investigations, autopsies, toxicological and laboratory analysis for Ramsey County. Dr. Mills is also responsible for the work of non-medical personnel employed by the county and assigned to the Medical Examiner's department.

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

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

The Medical Examiner's Office participates in the Safety and Justice Race Equity Action Team and is committed to finding ways for inclusive, effective, and meaningful community engagement with Ramsey County's diverse, cultural and communities. In partnering with the Race Equity Action Team, the Medical Examiner's Office is able to reach out to the community to answer questions regarding investigations or provide information regarding services provided by the Medical Examiner's Office for the different cultures within Ramsey County.

**Community Participation Level and Impact**

The Medical Examiner is an independent official of the county and is subject only to appointment, removal and budgeting by the Ramsey County Board.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

This agreement will have no fiscal impact as costs are included within the Medical Examiner's 2024-25 biennial budget.

**Last Previous Action**

On December 13, 2022, the Ramsey County Board reappointed Kelly Mills, M.D. as Medical Examiner for a term ending on December 31, 2024 and approved an amendment for an annual rate increase of 2.5 percent (Resolution B2022-284).

**Attachments**

1. Contract Agreement

## **Professional Services Agreement**

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Medical Examiner, 338 13th St, Saint Paul, MN 55101 ("County") and Kelly Mills, 3486 Crosslough Trail, Rosemount, MN, 55068, doing business as (DBA) River Valley Forensic Services, PA, registered as a S Corporation in the State of Minnesota ("Contractor").

### **1. Term**

#### **1.1.**

The original term of this Agreement shall be from January 1, 2025 through December 31, 2026 and may be renewed for up to zero (0) additional one year period(s).

The full term of this agreement (including renewals) is 2 year(s), 0 month(s) and 0day(s).

### **2. Scope of Service**

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

#### **2.1.**

The Contractor shall:

a. Provide the services of Kelly Mills, M.D., as Medical Examiner of Ramsey County and Assistant Medical Examiners acting under the direction of Dr. Mills.

b. The Medical Examiner shall be responsible for conducting a medicolegal investigative system for Ramsey County, applying the standards of the National Association of Medical Examiners ("NAME"), as they may be amended from time to time. The Medical Examiner shall periodically consult with the County Attorney's Office, police agencies, and others concerned with forensic pathology to review procedures and formats for preparing medical reports and protocols. The Medical Examiner shall perform all the duties imposed by Minn. Stat. Ch. 390, as well as the duties imposed by other statutes applicable to the Medical Examiner's activities. The Medical Examiner shall testify, as required, at inquests, hearing, and trials.

c. The Medical Examiner shall supervise and be responsible for the work of non-medical personnel employed by the County and assigned to the Medical Examiner's Office. The Medical Examiner shall meet all standards established by the County Manager for Department Heads, including but not limited to those relating to management information systems, purchasing, personnel management, and budgeting.

d. The Medical Examiner and all Assistants must be licensed to practice medicine in the state of Minnesota. The Medical Examiner and at least one Assistant Medical Examiner must have the qualifications of a medical examiner as defined in Minn. Stat. § 390.005, subdivision 3(a). All additional assistants to the Medical Examiner must have the qualifications of a medical examiner or coroner as defined in Minn. Stat. § 390.005, subdivision 3(b).

e. During the temporary absence of the Medical Examiner, an Assistant qualified as a Medical Examiner pursuant to Minn. Stat. § 390.005, subdivision 3(a) or 3(b), and so designated by the Medical Examiner, may act in the Medical Examiner's place.

f. The Medical Examiner shall be entitled to perform other gainful activities which do not interfere or create a conflict of interest with the performance of -her duties hereunder or cause the Ramsey County Morgue to exceed its operational capacity. As part of the annual budget review process, the Contractor shall review workload projections for the Ramsey County Medical Examiner's Office with the Office of Safety and Justice to manage the Ramsey County Morgue within guidelines.

**2.2.**

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

**2.3.**

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

**3. Schedule**

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

**4. Cost**

**4.1.**

The County shall pay the Contractor the following unit rates:

a. For the period of January 1, 2025 through December 31, 2025, the County shall compensate River Valley Forensic Services, PA. in the amount of \$912,928 on a semi-monthly pro-rata basis for the services of Kelly Mills, M.D. and all Assistant Medical Examiners. Each subsequent year during the term of this Agreement, beginning on January 1st the annual compensation shall increase by 2.5%. Beginning January 1, 2026, the County shall compensate River Vally Forensic Services, PA. with an additional \$180,000 for the addition of a fifth pathologist.

b. For the period January 1, 2025 through December 31, 2026, the County will pay River Valley Forensic Services, PA, the flat fee of \$150 for each complete autopsy and \$50 for each external examination performed by Medical Examiner or an Assistant Medical Examiner pursuant to this Agreement as well as those performed pursuant to the Joint Powers Agreement between Ramsey County and Washington County.

c. For the period January 1, 2025 through December 31, 2026, the County will pay the cost of medical malpractice insurance for Kelly Mills, M.D. and all Assistant Medical Examiners, in an amount not to exceed \$17,000 per year. Any premium in excess of that amount will be the sole responsibility of River Valley Forensic Services, PA.

**5. County Roles and Responsibilities**

The County shall make available the Ramsey County Morgue, or equivalent facility, together with all necessary equipment, supplies, and vehicles, without cost, to the Medical Examiner for the performance of this Agreement. The County shall also provide services and supplies for the maintenance of facilities, equipment, and vehicles which may be reasonably required by the Medical Examiner. Such services, suppliers, maintenance, equipment or vehicles may be contracted at County expense subject to prior budgetary approval by the County Board.

## **6. General Contract/Agreement Terms and Conditions**

### **6.1. Payment**

#### **6.1.1.**

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

#### **6.1.2.**

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

### **6.2. Application for Payments**

#### **6.2.1.**

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

#### **6.2.2.**

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

#### **6.2.3.**

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

#### **6.2.4.**

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

#### **6.2.5.**

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

#### **6.2.6.**

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

### **6.3. Independent Contractor**

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



#### **6.4. Successors, Subcontracting and Assignment**

##### **6.4.1.**

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

##### **6.4.2.**

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

##### **6.4.3.**

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

#### **6.5. Compliance With Legal Requirements**

##### **6.5.1.**

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

##### **6.5.2.**

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

#### **6.6. Data Practices**

##### **6.6.1.**

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

##### **6.6.2.**

The Contractor designates Dr. Kelly Mills as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

##### **6.6.3.**

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

devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

## **6.7. Security**

### **6.7.1.**

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

### **6.7.2.**

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

### **6.7.3.**

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

### **6.7.4.**

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

### **6.7.5.**

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

## **6.8. Indemnification**

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

performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

## **6.9. Contractor's Insurance**

### **6.9.1.**

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

### **6.9.2.**

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

### **6.9.3.**

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

#### **6.9.3.1.**

All policies shall be written on an occurrence basis and include contractual liability coverage.

#### **6.9.3.2.**

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

### **6.9.4.**

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

#### **6.9.4.1.**

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

#### **6.9.4.2.**

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

- 6.9.5.** Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.
- 6.9.6.** An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.
- 6.9.7.** If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.
- 6.9.8.** The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability and umbrella liability insurance required of the Contractor under this Agreement.
- 6.9.9.** These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to the County upon written request.
- 6.9.10.** Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.
- 6.9.11.** The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.
- 6.9.12.** All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.
- 6.9.13.** Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

**6.9.14.**

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

**6.10. Audit**

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

**6.11. Notices**

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

**County:**

Gloria Reyes, Deputy County Manager, 250 Courthouse, 15 West Kellogg Blvd., St. Paul, MN 55102

**Contractor:**

Dr. Kelly Mills, 3486 Crosslough Trail, Rosemount, MN, 55068

**6.12. Non-Conforming Services**

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

**6.13. Setoff**

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

**6.14. Conflict of Interest**

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

**6.15. Respectful Workplace and Violence Prevention**

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

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

#### **6.16. Force Majeure**

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

#### **6.17. Unavailability of Funding- Termination**

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

#### **6.18. Termination**

##### **6.18.1.**

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

##### **6.18.2.**

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

##### **6.18.3.**

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

#### **6.19. Interpretation of Agreement; Venue**

##### **6.19.1.**

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

**6.19.2.**

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

**6.20. Warranty**

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

**6.21. Infringement**

**6.21.1.**

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

**6.21.2.**

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

**6.22. Debarment and Suspension**

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

**6.23. Diverse Workforce Inclusion**

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

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

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

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network

includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

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

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

Additional assistance is available through [jobconnectmn@ramseycounty.us](mailto:jobconnectmn@ramseycounty.us) or call 651-266-6042.

#### **6.24. Alteration**

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

#### **6.25. Entire Agreement**

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



**7. Special Contract Terms and Conditions**

**7.1. Washington County Joint Powers Agreement**

**7.1.1.** To the extent any joint powers agreement between Ramsey County and Washington County requires Ramsey County to provide services, reports and testimony of "the Medical Examiner," they shall be provided by the Contractor, or designee. To the extent any such joint powers agreement requires the County to provide morgue facilities, transportation, laboratory services, and investigatory and clerical services, those facilities and services shall be provided by the County at no expense to the Medical Examiner.

**7.1.2.** The Contractor shall assist the County in providing reports to the County of Washington to the extent such reports are required by a joint powers agreement.

**7.1.3.** The Contractor shall provide certificates of insurance to the County of Washington, as required by any Joint Powers Agreement and, as specifically required, shall name the County of Washington, its officers and employees as additional insureds on policies of automobile and professional liability insurance.

**7.2. Authority to Contract with Other counties**

**7.2.1.** The personnel and facilities of Ramsey County Medical Examiner, including employees paid and facilities owned by the County may be made available to other Counties.

**7.3. Indemnification**

**7.3.1.** As required by Minn. Stat. § 390.01, and to the extent Contractor is providing services under this agreement on behalf of Ramsey County, Ramsey County shall defend and indemnify Contractor, it's agents, officers, and employees, pursuant to Minn. Stat. § 466.07. Unless prohibited by law this indemnification provision shall not apply to work performed under section 2.1.f.

**7.4. Provisions**

**8.4.1.** At the termination of this Agreement, the Contractor shall return all files, records and objects related to cases completed, or in progress, to the County.

Kelly Mills  
Kelly Mills (Dec 3, 2024 20:44 CST)  
Medical Examiner  
12/03/2024  
Date

Gloria Reyes  
Gloria Reyes (Dec 9, 2024 11:10 CST)  
Deputy County Manager  
12/09/2024  
Date

\_\_\_\_\_  
Chief Clerk  
Date

Shanika Alston  
Ramsey County Attorney  
12/04/2024  
Date

\_\_\_\_\_  
Ramsey County Board Chair  
Date

# Board of Commissioners

## Request for Board Action

Item Number: 2024-678

Meeting Date: 12/17/2024

**Sponsor:** Public Health

**Title**

Healing Streets Individual Support Funds Placement in Project Budget

**Recommendation**

Authorize the County Manager to establish a project budget for the Healing Streets individual support funds in an amount up to \$500,000 in the Public Health budget.

**Background and Rationale**

The Healing Streets program provides individual support funds to clients who have been affected by group and gun violence for the purposes of supporting them on their specific healing journey. While not an initial service of the program, individual support funds were identified as a critical need in 2020 to help those affected by group and gun violence. The funds can be used for basic needs, mental health services, transportation, continuing education, etc. The support may also extend to the household. An allocation of up to \$500,000 was designated for this purpose. These funds were intended to be available until exhausted. In order for these funds to continue to be available for client needs, the funds need to be placed into a project budget for use in future years.

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

Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

Healing Streets staff offer services to all residents who experience group and gun violence. However, approximately 90% of the clients are racially and ethnically diverse individuals. These individuals may have less access to existing support systems and in many cases have already directly been negatively impacted by the systems in place that are intended to support them. Because of their experiences with the systems, there may be a lack of trust. Healing Streets builds specific “Wellness Plans” for clients, which allow them to set their own goals, create their own objectives, and receive support in ways that clients decide. Healing Streets works to “tailor fit the system” to the client, versus tailor fitting the client to the system, despite the racial inequities that exist.

**Community Participation Level and Impact**

Services and supports provided by the Healing Streets program have evolved as client needs are identified through interaction with individuals, families and community. Healing Streets discovered significant needs for a range of items and services including basic needs, employment assistance, funeral and burial costs, mental health services (for the client and household family,) bill payments, temporary and permanent housing placement due to displacement, driving permits and licenses, vehicle repairs, and transportation to and from the Healing Streets Pathways Community Group.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The individual support funds related to this action are currently budgeted in the County Manager's budget. This request is that the unspent portion of these funds, up to \$500,000, be moved into a project budget, within Public Health, to continue to provide supportive services to clients in future years. No additional funds are being requested.

**Last Previous Action**

None.

**Attachments**

None.

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2024-648

**Meeting Date:** 12/17/2024

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**Sponsor:** Social Services

**Title**

Grant Agreement with the Department of Human Services for the Mental Health Innovation Grant

**Recommendation**

1. Ratify the submittal of the grant application to the Department of Human Services for the Mental Health Innovation Grant.
2. Accept a grant award and approve a grant agreement with the Department of Human Services for Mental Health Services for the period of January 1, 2025, through December 31, 2026, in the amount of \$817,406.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to execute amendments to the grant agreement in the form approved by the County Attorney's Office.

**Background and Rationale**

Ramsey County Social Services has been selected as a qualified responder to the request for proposals to create and implement programs that improve the accessibility and quality of community-based, outpatient mental health services. These services must be designed to reduce the need for inpatient level of care at the Anoka Metro Regional Treatment Center (AMRTC) and in Community Behavioral Health Hospitals (CBHH), as well as help facilitate a smoother and easier discharge back to the community.

Ramsey County's framework is to ensure that intensive mental health services are provided for Rule 20 residents in community settings. These individuals often experience significant delays in discharge due to a lack of appropriate community placements and face compounded challenges related to mental and/or chemical health, particularly within the forensic population.

This funding and initiative is critically needed to address the rising costs associated with delayed discharges of Rule 20 clients, especially those classified as "Does Not Meet Criteria" (DNMC). In 2023, DNMC clients had an average length of stay of 166 days, with some staying as long as 929 days. These extended stays result in substantial costs and impact patient flow, preventing timely access for others in need of state-operated facility care.

The proposed program will leverage the grant funding to reduce these costs by increasing the capacity for community placements through bed hold contracts with Intensive Residential Treatment Services (IRTS) and Corporate Foster Care facilities. These contracts will ensure more timely discharge options, reducing both the length of stay and the financial burden on state facilities. Moreover, the expedited processing of Medical Assistance (MA) paperwork will be prioritized, minimizing delays related to financial barriers and enabling faster transitions to appropriate community settings.

Building on previous funding successes, the Social Services will provide targeted training and support for Adult Mental Health Targeted Case Managers, community providers, and contracted vendors to enhance their

capacity to serve the Rule 20 population effectively. This initiative will focus on training that aligns with evidence-based practices and the specific needs of clients with dual diagnoses and substance abuse issues, ensuring continuity of care and reducing the risk of recidivism.

Continued funding will also support the development of a collaborative model that strengthens community resources, enabling a seamless transition from state facilities to community placements. Key strategies include ongoing coordination with IRTS and Corporate Foster Care providers, expanding the availability of residential options, and partnering with substance abuse programs to provide comprehensive care for clients. These efforts will reduce the demand for inpatient psychiatric services and facilitate quicker, more efficient discharges.

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

- Well-being
- Prosperity
- Opportunity
- Accountability

**Racial Equity Impact**

African Americans, Indigenous and other people of color are overrepresented in the criminal justice system. Improving diversion efforts and creating more housing opportunities for community-based treatment, including culturally specific options, will reduce the number of racially and ethnically diverse residents who lack the support and resources needed to stabilize their mental health and well-being.

**Community Participation Level and Impact**

Ramsey County Social Services has surveyed various community residential providers and case managers from across the county to determine the types of interventions needed.

- Inform
- Consult
- Involve
- Collaborate
- Empower

**Fiscal Impact**

There is no fiscal impact to the operating budget.

**Grant Budget Breakdown:**

Contracted Services: \$683,406

Evaluation costs:\$26,000

Client Housing Cost:\$108,000

**Last Previous Action**

On January 17, 2023, the Board of Commissioners approved the Grant Agreement from the Minnesota Department of Human Services for Mental Health Services (Resolution B2023-022).

**Attachments**

1. Letter of Intent

Lola Oshodi  
Planner  
Ramsey County  
160 E Kellogg Blvd Room 8500  
St. Paul, MN 55101

Re: Notice of Intent to Negotiate, RFP titled “Innovate and improve accessibility and quality of community-based, outpatient mental health services and reduce the number of clients admitted to, and expedite discharges from Anoka Metro Regional Treatment Center and Community Behavioral Health Hospitals” posted on July 22, 2024

Dear Lola Oshodi:

The Minnesota Department of Human Services (DHS) is pleased to inform you that your organization’s response to the Request for Proposal indicated above will move forward in the evaluation and negotiation process. As the result of the evaluation team’s recommendation, DHS would like to begin negotiations immediately.

Please be advised that this notification letter does not obligate DHS to execute a contract with you and DHS continue to reserve all rights indicated in the RFP. We will contact you in November of 2024 to discuss scheduling negotiation sessions. We look forward to successfully concluding contract negotiations and developing a mutually beneficial relationship with you.

DHS appreciates your interest in this RFP and we thank you for submitting a response.

Sincerely,

Aaron Garcia  
Innovations Project Lead  
Minnesota Department of Human Services  
Behavioral Health Administration

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**Item Number:** 2024-666

**Meeting Date:** 12/17/2024

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**Sponsor:** Community & Economic Development

**Title**

Certification of Property Assessed Clean Energy Charges for Energy Improvements

**Recommendation**

1. Request the County Auditor to amend the existing special assessment plus interest on the following property:

Owner: IVP St. Paul MF Conversion, LLC

Property Address: 386 Wabasha Street North, Saint Paul, MN 55102

PIN: 06-28-22-12-0033

Project Type: Roof, lighting, building envelop, energy efficiency Heating, Ventilation and Air Conditioning improvements

Assessment Request: \$15,789,000

Interest Rate: 8.56 %

Interest Starts Accruing: 01/01/2026

Finance Period: 29 years

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

2. Direct the Chief Clerk to send a certified copy of this Resolution to the County Auditor to amend the assessment for IVP St. Paul MF Conversion, LLC on the property tax lists of the county.

**Background and Rationale**

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

Per Minnesota Statutes, Section 429.061, the Ramsey County board is required to adopt by resolution each assessment. This action is the 68th certification of PACE OF MN special assessments; the first was completed December 22, 2015. With these special assessments, property owners have invested over \$63.1 million in energy improvements.

Amend Existing Assessment

On October 15, 2024, the Ramsey County Board of Commissioners requested the County Auditor to extend a special assessment on the following property:

Owner: IVP St. Paul MF Conversion, LLC

Property Address: 386 Wabasha Street North, Saint Paul, MN 55102  
 PIN: 06-28-22-12-0033  
 Project Type: Roof, lighting, building envelop, energy efficiency Heating, Ventilation and Air Conditioning (HVAC) improvements  
 Assessment Request: \$15,789,000  
 Interest Rate: 7.82 %  
 Interest Starts Accruing: 01/01/2026  
 Finance Period: 29 years

SPPA is requesting an amended assessment on the following property:

Owner: IVP St. Paul MF Conversion, LLC  
 Property Address: 386 Wabasha Street North, Saint Paul, MN 55102  
 PIN: 06-28-22-12-0033  
 Project Type: Roof, lighting, building envelop, energy efficiency Heating, Ventilation and Air Conditioning (HVAC) improvements  
 Assessment Request: \$15,789,000  
 Interest Rate: 8.56 %  
 Interest Starts Accruing: 01/01/2026  
 Finance Period: 29 years

PACE OF MN Process/Eligibility/Requirements

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

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

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

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

- Well-being
- Prosperity
- Opportunity
- Accountability

**Racial Equity Impact**

The Community and Economic Development (CED) department is actively exploring ways to better



understand the racial equity impact of this program. Historically, this program has been utilized by a diverse range of participants, including larger, well-capitalized property owners, developers, religious institutions, and non-profit organizations.

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

**Community Participation Level and Impact**

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

[www.ramseycounty.us/businesses/property-development/property-development-programs/property-assessed-clean-energy-program-pace](http://www.ramseycounty.us/businesses/property-development/property-development-programs/property-assessed-clean-energy-program-pace) <<http://www.ramseycounty.us/businesses/property-development/property-development-programs/property-assessed-clean-energy-program-pace>>

- Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

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

**Last Previous Action**

On November 12, 2024, the Ramsey County Board of Commissioners approved a Certification of Property Assessed Clean Energy charges for energy improvements on East Immanuel Lutheran Church in the amount of \$205,000 (Resolution B2024-223).

On October 15, 2024, the Ramsey County Board of Commissioners approved a Certification of Property Assessed Clean Energy charges for energy improvements on IVP St, Paul MF Conversion, LLC in the amount of \$15,789,000 (Resolution B2024-204).

**Attachments**

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



November 18, 2024

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

Dear Peiyu:

The Saint Paul Port Authority is requesting the Ramsey County Board amend resolution 2024-456 to update the final interest rate on the project to 8.56%, nothing else had changed related to the PACE assessment.

<u>Property Owner</u>	<u>Parcel Number</u>	<u>Assessment Amount</u>	<u>Amortization (years)</u>	<u>Interest Rate (%)</u>
IVP St.Paul MF Conversion LLC	062822120033	\$15,789,000	29	<del>7.82%</del> 8.56%

As the administrator of PACE for Ramsey County, the Port Authority has reviewed this assessment and it has determined that the project conforms with the Minnesota PACE statutes. The current expected interest rate is **8.56%** and the term will be **29 years beginning in 2026**. I have attached the PACE application from the property owner and the energy assessment. Once the financing has closed, a final amortization schedule will be provided to the County

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

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

Sincerely,

Holly Huston  
VP Finance  
HKH

<b>Property Name:</b>	The Stella
<b>Address:</b>	386 Wabasha St N, St. Paul, MN 55102
<b>PID:</b>	062822120033

<b>Assessment Amount</b>	15,789,000.00	<b>Annual Payment</b>	\$1,489,100.50
<b>Interest Rate*</b>	8.56%	<b>Semi Annual Payment</b>	744,550.25
<b>Term</b>	30 years		
<b>Amortization</b>	29 years		

Installment Number	Invoice Due Date	Payment Due	Interest Due	Principal Due	Principal Remaining
-					15,789,000.00
-	12/31/2024		<i>Capitalized Interest Period</i>		15,789,000.00
-	12/31/2025		<i>Capitalized Interest Period</i>		15,789,000.00
1	12/31/2026	1,489,100.50	1,351,538.40	137,562.10	15,651,437.90
2	12/31/2027	1,489,100.50	1,339,763.08	149,337.42	15,502,100.48
3	12/31/2028	1,489,100.50	1,326,979.80	162,120.70	15,339,979.78
4	12/31/2029	1,489,100.50	1,313,102.27	175,998.23	15,163,981.54
5	12/31/2030	1,489,100.50	1,298,036.82	191,063.68	14,972,917.86
6	12/31/2031	1,489,100.50	1,281,681.77	207,418.73	14,765,499.13
7	12/31/2032	1,489,100.50	1,263,926.73	225,173.78	14,540,325.35
8	12/31/2033	1,489,100.50	1,244,651.85	244,448.65	14,295,876.70
9	12/31/2034	1,489,100.50	1,223,727.05	265,373.46	14,030,503.24
10	12/31/2035	1,489,100.50	1,201,011.08	288,089.43	13,742,413.81
11	12/31/2036	1,489,100.50	1,176,350.62	312,749.88	13,429,663.93
12	12/31/2037	1,489,100.50	1,149,579.23	339,521.27	13,090,142.66
13	12/31/2038	1,489,100.50	1,120,516.21	368,584.29	12,721,558.37
14	12/31/2039	1,489,100.50	1,088,965.40	400,135.11	12,321,423.27
15	12/31/2040	1,489,100.50	1,054,713.83	434,386.67	11,887,036.60
16	12/31/2041	1,489,100.50	1,017,530.33	471,570.17	11,415,466.43
17	12/31/2042	1,489,100.50	977,163.93	511,936.58	10,903,529.85
18	12/31/2043	1,489,100.50	933,342.16	555,758.35	10,347,771.50
19	12/31/2044	1,489,100.50	885,769.24	603,331.26	9,744,440.24
20	12/31/2045	1,489,100.50	834,124.08	654,976.42	9,089,463.82
21	12/31/2046	1,489,100.50	778,058.10	711,042.40	8,378,421.43
22	12/31/2047	1,489,100.50	717,192.87	771,907.63	7,606,513.80
23	12/31/2048	1,489,100.50	651,117.58	837,982.92	6,768,530.87
24	12/31/2049	1,489,100.50	579,386.24	909,714.26	5,858,816.62
25	12/31/2050	1,489,100.50	501,514.70	987,585.80	4,871,230.81
26	12/31/2051	1,489,100.50	416,977.36	1,072,123.14	3,799,107.67
27	12/31/2052	1,489,100.50	325,203.62	1,163,896.89	2,635,210.78
28	12/31/2053	1,489,100.50	225,574.04	1,263,526.46	1,371,684.32
29	12/31/2054	1,489,100.50	117,416.18	1,371,684.32	(0.00)

\*Interest rate reflects a base rate of 8.45% as adjusted for actual/360 basis and rounded to the nearest hundredth



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

\$ 63,088,759.50

PIN	Owner	Address	City	Zip	Assessment Date	Resolution #	Amount	Term (Years)	Interest Rate	Accrual Date	Improvements	Commissioner District
14-29-22-44-0007	Carol M Acosta DBA Playschool Childcare, Inc.	1709 McKnight Road	Maplewood	55109	12/22/15	B2015-410	\$ 75,000.00	10	4.50%	1/1/2016	20KW Photovoltaic Solar System	7
29-29-22-14-0182	Richard J F Kramer & Rosemary A Kramer DBA RJFK Media Associates, Inc.	965 Arcade St	Saint Paul	55106	12/22/15	B2015-410	\$ 30,000.00	10	4.50%	1/1/2016	12KW Photovoltaic Solar System	6
36-29-23-11-0003							\$ 11,000.00			1/1/2016	HVAC, lighting and controls	3
36-29-23-11-0008	Jade Holdings LLC	653 Rice St.	Saint Paul	55103	12/22/15	B2015-410	\$ 467,000.00	10	4.50%			
36-29-23-11-0010	DBA J&J Distributing						\$ 54,000.00					
36-29-23-11-0011							\$ 88,000.00					
06-28-22-11-0017	First Bank Building LLC	332 Minnesota St	Saint Paul	55101	5/24/16	B2016-144	\$ 5,000,000.00	20	5.52%	5/24/2016	HVAC; energy upgrades	5
13-29-22-44-0004	Tubman	2675 Larpenteur Ave E	Saint Paul	55109	5/24/16	B2016-144	<del>\$ 46,000.00</del> \$ 30,000.00	10	4.00%	6/1/2016	40 kw solar installations; energy upgrades	7
						<i>Modified B2017-098</i>						
06-28-22-11-0005	375 Jackson Courtly LLC & 375 Jackson Willow, LLC	375 Jackson St #700w	Saint Paul	55101	6/21/16	B2016-167	\$ 672,000.00	20	5.47%	6/21/2016	HVAC; energy upgrades	5
06-28-22-11-0007							\$ 728,000.00					
06-28-22-12-0119	US Bank Centre LLC	101 5th St E	Saint Paul	55101	6/21/16	B2016-167	\$ 3,820,000.00	20	5.47%	6/21/2016	HVAC; energy upgrades	5
29-29-22-13-0183	990 Payne Ave, LLC	990 Payne Ave	Saint Paul	55130	7/1/17	B2017-159	\$ 70,000.00	10	4.50%	7/1/2017	Energy efficiency	6
20-30-23-33-0030	United Church of Christ	1000 Long Lake Road	New Brighton	55112	7/1/17	B2017-159	\$ 85,100.00	10	4.50%	7/1/2017	23.04 kw solar installation	2
18-30-23-34-0077	Atonement Lutheran Church	1980 Silver Lake Road NW	New Brighton	55112	7/1/17	B2017-159	\$ 115,000.00	10	4.50%	7/1/2017	40 kw solar installation	2
27-29-23-13-0051	Atrium, LLC	1295 Bandana Blvd	Saint Paul	55108	11/7/17	B2017-278	\$ 120,000.00	10	4.50%	11/7/2018	Direct digital control system installation	3
31-29-22-14-0048	Positively 2nd St., LLC	628 Pine St	Saint Paul	55130	11/7/17	B2017-278	\$ 52,000.00	10	4.50%	11/7/2018	Building retrofitting	5
29-29-23-13-0058	Endicott, LLC	2325 Endicott St	Saint Paul	55114	11/7/17	B2017-278	\$ 390,000.00	10	4.50%	1/1/2018	152 kW rooftop solar installation	4
29-29-23-34-0027	Midway Commerical Building	2512 University Ave W	Saint Paul	55114	12/18/2018	B2018-351	\$ 74,000.00	10	4.50%	4/1/2018	Boiler	4
27-29-23-24-0250	Energy Park, LLC	1360 Energy Park Drive	Saint Paul	55114	12/18/2018	B2018-351	\$ 275,000.00	10	4.50%	4/1/2018	HVAC; energy upgrades	3
28-29-23-13-0008	MVP Real Estate, LLC	1771 Energy Park Drive	Saint Paul	55114	12/18/2018	B2018-351	\$ 145,928.00	10	4.50%	4/1/2018	40 kW rooftop solar installation	4
04-28-22-12-0037	Cerenity Marian of St. Paul, LLC	200 Earl St	Saint Paul	55114	12/18/2018	B2018-351	\$ 1,385,000.00	10	4.50%	4/1/2018	HVAC, Boiler and Chiller	5
29-30-23-21-0121	Hossein A. Jalali	991 9th Ave NW	New Brighton	55112	12/18/2018	B2018-351	\$ 55,000.00	10	4.50%	4/1/2018	20-kw Solar Installation	2
09-29-23-43-0002	Rosewood Office Plaza, LLC	1711 County Road B W	Roseville	55113	12/18/2018	B2018-351	\$ 130,000.00	10	4.50%	4/1/2018	HVAC; energy upgrades	2
01-28-23-12-0287	YWCA of St. Paul	375 Selby Ave	Saint Paul	55102	12/18/2018	B2018-351	\$ 245,000.00	10	4.50%	9/1/2018	HVAC; energy upgrades	4
29-29-23-42-0086	Precision Coatings, Inc.	2309 Wycliff St	Saint Paul	55114	12/18/2018	B2018-351	\$ 250,000.00	10	4.50%	4/1/2018	HVAC; energy upgrades	4
31-29-22-34-0203	Rebound Exchange, LLC	26 Exchange St E	Saint Paul	55101	12/18/2018	B2018-351	\$ 393,880.00	10	5.00%	1/1/2019	Energy efficiency	5
09-29-23-22-0015	Roseville Office Plaza, LLC	1970 Oakcrest Ave	Roseville	55113	12/18/2018	B2018-351	\$ 221,000.00	10	5.00%	1/1/2019	HVAC; energy upgrades	2



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

\$ 63,088,759.50

PIN	Owner	Address	City	Zip	Assessment Date	Resolution #	Amount	Term (Years)	Interest Rate	Accrual Date	Improvements	Commissioner District
27-29-22-23-0077	Prosperity Properties, LLC	958 Prosperity Ave	Saint Paul	55106	12/18/2018	B2018-351	\$ 233,000.00	10	5.00%	1/1/2019	93 kW Solar Array	6
09-29-22-14-0010	Koobmoo Funeral Chapel, Inc.	1259 Gervais Ave E	Maplewood	55109	12/18/2018	B2018-351	\$ 109,000.00	10	5.00%	1/1/2019	40-kW solar array	7
20-29-22-44-0168	Koobmoo Funeral Chapel, Inc.	1235 Arcade St	Saint Paul	55106	12/18/2018	B2018-351	\$ 84,000.00	10	5.00%	1/1/2019	30-kW solar array	6
05-28-22-42-0013	RBP Realty, LLC	276 Chester St	Saint Paul	55107	12/18/2018	B2018-351	\$ 39,204.55	10	5.00%	1/1/2019	HVAC; energy upgrades	5
05-28-22-43-0029		296 Chester St					\$ 36,922.07					
05-28-22-43-0030		314 Chester St					\$ 17,922.08					
05-28-22-43-0031		334 Chester St					\$ 114,253.25					
05-28-22-43-0016		264 Lafayette Frontage Road E					\$ 155,698.05					
01-30-22-22-0019	PRC-WBMS, LLC	2310 Leibel St	White Bear Township	55110	5/14/2019	B2019-117	\$ 87,000.00	10	6.00%	1/1/2020	Solar Installation	1
06-28-22-12-0060	St Paul Building LLC	359 Wabasha St	Saint Paul	55107	10/1/2019	B2019-226	\$ 315,000.00	20	6.95%	1/1/2020	New cooling tower, building automation, and lighting upgrades	5
12-29-23-22-0006	Roseville Senior Living LLC	2600 Dale Street N	Roseville	55113	11/5/2019	B2019-248	\$ 3,850,000.00	20	6.65%	1/1/2021	HE roof and wall insulation, Energy Star windows, HE magic paks, HE air units, Energy Star water heaters, LED lights, HE appliances, etc.	2
08-28-22-22-0064	CIJ Holding LLC	429 Wabasha St S	Saint Paul	55107	12/17/2019	B2019-314	\$ 58,500.00	10	5.00%	6/1/2019	Solar array	5
06-28-22-43-0042	DPN Properties LLC	120 W Plato Blvd	Saint Paul	55107	12/17/2019	B2019-314	\$ 187,300.00	10		9/1/2019	LED lighting, boiler, wastewater heat exchange	5
16-30-22-44-0025	Dulayne Properties LLC	4760 White Bear Pkwy	White Bear Lake	55110	12/17/2019	B2019-314	\$ 42,600.00	10	5.00%	7/1/2019	Solar array	7
16-30-22-44-0026					12/17/2019	B2019-314	\$ 34,700.00					
16-30-22-44-0027					12/17/2019	B2019-314	\$ 34,700.00					
20-29-22-12-0089	Akamai LLC	613 Hoyt Ave	Saint Paul	55130	12/17/2019	B2019-314	\$ 60,000.00	10	5.00%	10/1/2019	Rooftop solar	6
12-29-22-14-0078	NSP Post 39 American Legion	2678 East 7 <sup>th</sup> Ave	North Saint Paul	55109	12/17/2019	B2019-314	\$ 80,000.00	10	5.00%	6/1/2019	HVAC improvements	7
28-29-23-11-0031	3PL Holdings, LLC	1700 Wynne Ave	Saint Paul	55108	4/28/2020	B2020-090	\$ 2,435,777.00	10	4.15%	1/1/2021	Solar array	4
28-29-23-12-0006					4/28/2020	B2020-090	\$ 22,220.00					
28-29-23-12-0005					4/28/2020	B2020-090	\$ 79,280.00					
32-29-23-14-0005	Workshop Vandalia Owner, LLC	550 Vandalia St	Saint Paul	55108	6/16/2020	B2020-125	\$4,540,643	20	5.75%	10/15/2021	Roof replacement and insulation, HVAC equipment, LED lighting, building envelope, window replacement and glazing, and building insulation	4
					<b>Amendment</b>	B2023-130			<b>6.15%</b>			
35-30-23-23-0043	Belle Enterprises, LLC	3434 Lexington Ave N	Shoreview	55126	11/24/2020	B2020-235	\$193,000.00	10	5.00%	3/1/2020	Solar array, HVAC upgrades	1
35-29-23-32-0165	1000 University Ave Properties, LP	1000 University Ave	Saint Paul	55104	11/24/2020	B2020-235	\$260,000.00	10	5.00%	6/1/2020	Solar array	4
06-28-22-12-0068	Port Arthur Development, LLC	24 East 4th St	Saint Paul	55101	11/24/2020	B2020-235	\$361,000.00	10	4.25%	10/1/2020	LED lighting and automation controls	5
32-29-23-11-0043	Zone 5 Group, LLC	2161 University Ave W	Saint Paul	55114	12/22/2020	B2020-276	\$220,500.00	10	5.00%	1/1/2021	Solar array	4
36-29-23-12-0224	293 Como, LLC	293 Como Ave	Saint Paul	55103	2/16/2021	B2021-039	\$188,000.00	20	6.34%	1/1/2022	Roofing upgrades	3
34-29-23-34-0041	1457 Marshall LLC	1457 Marshall Ave	Saint Paul	55104	2/16/2021	B2021-039	\$380,000.00	20	6.34%	1/1/2022	Roofing upgrades and solar installation	4
12-29-23-22-0006	Roseville Senior Living, LLC	2600 Dale Street N	Roseville	55113	5/18/21	B2021-110	\$ 5,500,000.00	20	6.13%	1/1/2022	Energy conservation measures in new construction	2



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

\$ 63,088,759.50

PIN	Owner	Address	City	Zip	Assessment Date	Resolution #	Amount	Term (Years)	Interest Rate	Accrual Date	Improvements	Commissioner District
07-28-22-14-0154	Michael Juraj	631 Stryker Ave	Saint Paul	55107	8/24/21	B2021-182	\$ 17,000.00	10	4.25%	1/1/2022	Purchase and installation of solar panels and related equipment for producing electricity for the building	5
34-30-23-12-0010	Arden Hills RE, LLC	3565 Pine Tree Drive	Arden Hills	55112	9/21/21 <i>Amendment</i>	B2021-202 B2023-230	<del>\$ 9,661,690.00</del> \$ 9,674,748.00	20	5.95% 5.87%	1/1/2024	Energy efficiency on new construction	1
05-28-22-33-0059	Drake Building, LLC	60 Plato Blvd	Saint Paul	55107	11/2/21	B2021-606	\$ 440,000.00	10	4.25%	1/1/2022	Energy efficient HVAC	5
27-29-22-23-0082	Hmong Village, LLC	1001 Johnson Pkwy	Saint Paul	55106	11/2/21	B2021-606	\$ 315,000.00	10	5.00%	1/1/2022	Lighting upgrade to LED	6
<del>31-29-22-43-1573</del> 31-29-22-43-1572	HFS 428, LLC	428 Minnesota St	Saint Paul	55101	12/13/22 <i>Amendment</i>	B2022-299	<del>\$ 882,000.00</del> \$ 733,683.50	10 8	4.25%	1/1/2023	Energy efficient management system	5
06-28-22-43-0042	DPN Properties LLC	120 Plato Blvd W	Saint Paul	55107		B2023-130	\$ 300,000.00	10	6.00%	1/1/2024	Water and heat upgrades	5
34-29-23-11-0220	St. Paul Properties, LLC	701 Lexington Pkwy N	Saint Paul	55104		B2023-190	\$ 336,200.00	10	5.00%	1/1/2024	Heating, cooling, lighting, roof and solar upgrades	4
34-29-23-31-0029 34-29-23-31-0030	GA and J Properties LLC	1375 St Anthony Ave	Saint Paul	55104		B2024-032	\$ 34,000.00 \$ 189,000.00	10	7.00%	1/1/2025	Insulation, roof and solar upgrades	4
29-29-23-32-0036	Court West Business LLC	2610 University Ave West	Saint Paul	55114		B2024-190	\$ 353,000.00	10	5.50%	1/1/2025	Energy efficient HVAC	3
06-28-22-12-0033	IVP St. Paul MF Conversion, LLC	386 Wabasha Street North	Saint Paul	55102		B2024-204 <i>Amendment</i>	\$ 15,789,000.00	29	7.82% 8.56%	1/1/2026	Roof, lighting, building envelop, energy efficiency HVAC improvements	5
29-29-22-12-0082	East Immanuel Lutheran Church	1173 Payne Ave	Saint Paul	55130		B2024-223	\$ 205,000.00	12	6.00%	1/1/2025	HVAC improvements	3

PROPOSED

REMOVED

06-28-22-12-0033	St. Paul Wabasha Partners, LLC	386 Wabasha St N	Saint Paul	55102	2/16/2021	B2021-039	\$ 12,000,000.00	20	6.44%	1/1/2022	Energy efficiency improvements	5
27-29-23-13-0040	MINCAM – Minnesota Cameroon Community – C/O Dr. Robert Tamukong	1020 Bandana Blvd W	Saint Paul	55108	5/24/16 <i>Removal</i>	B2016-144 B2017-040	\$ 194,000.00	10	4.50%		Connection to Energy Park Utility Company's District Energy System	3
27-29-23-13-0040	Minnesota Cameroon Community	1020 Bandana Blvd W	Saint Paul	55108	12/18/2018	B2018-351	\$ 250,000.00	10	5.00%	1/1/2019	Connection to Energy Park Utility Company's District Energy System	3

**Item Number:** 2024-626

**Meeting Date:** 12/17/2024

**Sponsor:** Parks & Recreation

**Title**

2025 Parks Capital Project Accounting

**Recommendation**

Authorize the County Manager to establish project budgets for the following in the Parks and Recreation Department:

- a. Natural Resources Habitat Restoration and Maintenance
- b. Parks & Trails Signage
- c. Bituminous Paving & Maintenance Parks & Recreation
- d. Regional Park Playground Maintenance and Redevelopment

**Background and Rationale**

Parks & Recreation department recently deployed a project management software, PM Web, to assist with managing construction, design/build, and consulting projects as well as the department's maintenance program. The software requires a unique project number for each project managed within the system. To comply with county finance policy, this creation of a project must be approved by the Ramsey County board. Through collaboration between Parks & Recreation, the software vendor PM Web, and Finance department, the most efficient solution is to present a list of anticipated 2025 projects to be administered in PM Web to the board for approval so that a unique project number can be assigned to each project. In addition, Parks & Recreation maintenance funds (Comprehensive Capital Asset Management Preservation Plan and Regional Rehabilitation) will also be assigned a unique project number for 2025 funding. Contracts/agreements and financing plans for specific projects will still be brought to the Ramsey County Board of Commissioners for approval in accordance with county procurement policies.

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

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

Although there is not a known racial equity impact for the action of setting up project accounts the individual projects will have equity impacts. Parks & Recreation will be bringing forward a variety of requests for approval of agreements associated with these projects and will detail out the equity impact by project at that time.

**Community Participation Level and Impact**

Community has not been engaged regarding the approval of project budget accounts. Community engagement has taken place prior to this requested action which helped inform Parks & Recreation staff which projects to include in this board action.

- Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The requested action for the approval of project accounts does not have a direct fiscal impact. Parks and Recreation will bring forward any individual project agreements with financing plans which will explain the

fiscal impact by project.

**Last Previous Action**

None.

**Attachments**

None.



# Board of Commissioners

## Request for Board Action

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**Item Number:** 2024-651

**Meeting Date:** 1/14/2025

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**Sponsor:** Parks & Recreation

**Title**

2025 Utilization Guidelines for Soil and Water Conservation District Aid

**Recommendation**

1. Approve utilization guidelines for Soil and Water Conservation District Aid for Ramsey County.
2. Direct Parks & Recreation department to post the utilization guidelines on the county's public website.

**Background and Rationale**

The 2024 Minnesota State Statute 477A.23 regarding Soil and Water Conservation District (SWCD) Aid was established as a standing, statutory, general fund appropriation through the Minnesota Department of Revenue to SWCDs. The board of each SWCD must establish, by resolution, annual guidelines for using payments.

The legislature originally appropriated \$15 million per year for the first two years (for all SWCDs in Minnesota) and then \$12 million thereafter. The \$12 million is for aid payable in 2025, of which Ramsey County will receive approximately \$100,000. Following the state fiscal year, disbursements will be made to each SWCD in two payments --July and December.

The aid amount for each SWCD is calculated based on three factors:

1. 80% of the appropriation would be split evenly between all SWCDs.
2. 10% of the appropriation based on a SWCD's share of nonpublic lands.
3. 10% of the appropriation based on a SWCD's share of adjusted state population.

The Ramsey County Board of Commissioners is the governing body for the Ramsey County SWCD. The Ramsey County SWCD performs all SWCD duties and authorities (Minnesota Statutes 383B.761; Ramsey County Resolution B2018-169) through the Soil and Water Conservation division of the Parks & Recreation department.

SWCD Aid can be used toward but is not limited to: participating on technical evaluation panels to implement the wetland laws, assisting with education and outreach efforts, providing technical and financial assistance to residents to improve the quality, quantity and sustainability of natural resources including surface water, groundwater, soil and ecological resources along with other duties outlined in the 2025 SWCD Aid Utilization Guidelines.

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

Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

This funding will be utilized for hiring seasonal staff, which includes interns from Saint Paul's Right Track Program, whose mission is to provide, "work experience for under-resourced Saint Paul youth." The commitment to mentor Right Track interns has been a high priority for the Parks Department and SWCD in

particular for the past six years.

**Community Participation Level and Impact**

Community participation is encouraged throughout Soil and Water Conservation Division programs and services, as identified in the Comprehensive Plan 2017-2025.

[https://www.ramseycounty.us/sites/default/files/Environment/Conservation%20District/RCD%20Comp%20Plan\\_04-11-18.pdf](https://www.ramseycounty.us/sites/default/files/Environment/Conservation%20District/RCD%20Comp%20Plan_04-11-18.pdf)

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The Minnesota Department of Revenue will automatically disburse this aid in two payments per year to every SWCD. Ramsey County will receive approximately \$100,000 in 2025 and thereafter. This action will meet the requirement for Ramsey County to receive the state SWCD Aid funding. The SWCD Aid allocation is included in the 2025 budget.

**Last Previous Action**

On November 28, 2023, the Ramsey County Board of Commissioners approved the utilization guidelines for Soil and Water Conservation District Aid for Ramsey County (Resolution B2023-219).

**Attachments**

1. 2025 Utilization Guidelines

**RAMSEY COUNTY 2025 GUIDELINES ON USE OF  
SOIL & WATER CONSERVATION DISTRICT AID PAYMENTS  
Minn. Stat. § 477A.23, subd. 4(b)**

**State Soil & Water Conservation District Aid payments will be used by Ramsey County to carry out objectives as outlined in Minn. Stat. § 103C.332, subd. 1:**

(1) respond to and provide technical and financial assistance to landowners to maintain and improve the quality, quantity, distribution, and sustainability of natural resources, including surface water, groundwater, soil, and ecological resources;

(2) provide technical assistance in implementing the soil erosion law under sections [103F.401](#) to [103F.48](#);

(3) arrange for employees to serve on technical evaluation panels to implement the wetland laws as required under section [103G.2242](#);

(4) locally administer the reinvest in Minnesota reserve program under section [103F.515](#) and rules adopted thereunder, using knowledge of local resources to manage each easement to maximize environmental benefits;

(5) participate in administering the Wetland Conservation Act as provided under sections [103G.221](#) to [103G.2375](#), either in an advisory capacity or as the designated local government unit administering the program;

(6) participate in the local water management program under chapter 103B, either in an advisory capacity or as the designated local government unit administering the program;

(7) participate, as appropriate, in the comprehensive watershed management planning program under section [103B.801](#);

(8) participate in disaster response efforts as provided in chapter 12A;

(9) provide technical recommendations to the Department of Natural Resources on general permit applications under section [103G.301](#);

(10) provide technical assistance and local administration of the agricultural water quality certification program under sections [17.9891](#) to [17.993](#);

(11) provide technical assistance for the agricultural land preservation program under chapter 40A, where applicable;

(12) maintain compliance with section [15.99](#) for deadlines for agency action;

(13) cooperate to the extent possible with federal, state, and local agencies and with private organizations to avoid duplicating and to enhance implementing public and private conservation initiatives within the jurisdiction of the district.

**In carrying out the above duties, Ramsey County will use state aid payments to deliver some of the following programming as outlined in Minn. Stat. § 103C.332, subd. 2:**

(1) performing administrative services, including comprehensive and annual work planning, administering grants, leveraging outside funding, establishing fiscal accountability measures, reporting accomplishments, human resources management, and staff and supervisor development;

(2) providing technical expertise, including knowledge of local resources, performing technical evaluations and certifications, assessing concerns, and providing oversight in surveying, designing, and constructing conservation practices;

(3) providing information and education outreach, including increasing landowner awareness and knowledge of soil and water conservation program opportunities to protect soil and water resources and publicizing the benefits of soil and water conservation to the general public;

(4) facilitating regulatory processes for impacted landowners and providing technical review and comment on regulatory permits and development plans for regulations relating to soil and water conservation;

(5) administering projects and programs, including but not limited to the nonpoint source pollution abatement program; reinvest in Minnesota reserve conservation easements program; disaster response; local water management and comprehensive watershed management planning programs; and projects related to floodplains, lakes, streams and ditches, wetlands, upland resources, and groundwater resources, to maintain and improve the quality, quantity, distribution, and sustainability of natural resources, including surface water, groundwater, soil, and ecological resources;

(6) monitoring and inventorying to collect data that provide a baseline understanding of resource conditions and changes to the resources over time and analyzing and interpreting the data to support program implementation; and

(7) maintaining a modern technology infrastructure that facilitates planning and projects, including geographic information systems, modeling software, mobile workstations, survey and design equipment and software, and other technology for linking landowners with conservation plans.

# Board of Commissioners

## Request for Board Action

Item Number: 2024-481

Meeting Date: 12/17/2024

**Sponsor:** Property Management

### Title

Capital Improvement Program Contingent Request for the Juvenile and Family Justice Center Elevator Modernization Project

### Recommendation

Authorize the County Manager to allocate up to \$613,000 from the Capital Improvement Program Contingent Fund Balance to the Juvenile and Family Justice Center Elevator Modernization Capital Improvement Program project budget.

### Background and Rationale

Property Management has two elevator modernization projects approved as 2024 Capital Improvement Program (CIP) Major Projects. The two projects are the Law Enforcement Center (LEC) Elevator Modernization Project at \$3,872,000, and the Juvenile and Family Justice Center (JFJC) Elevator Modernization Project at \$2,833,000. Based on the revised cost estimates to complete each of these projects utilizing the low bids from the recent solicitations, the LEC project is over funded and the JFJC project is underfunded.

To close the funding gap for the JFJC project, on December 5<sup>th</sup> Property Management presented a request to the Capital Improvement Program Citizen's Advisory Committee (CIPAC) for additional funding. The request included the amended project scope, cost and financing for both the LEC and JFJC elevator modernization projects.

CIPAC recommended the approval of a use of contingent funds in an amount up to \$613,000 to further fund the JFJC project. CIPAC support included the expectation that the anticipated funding surplus of approximately \$1,490,000 from the LEC project would be returned to the contingent account to support future requests.

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

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

The racial equity impact of this action is unknown at this time.

### Community Participation Level and Impact

The original CIP requests and this additional funding request were reviewed by the Capital Improvement Project Capital Advisory Committee.

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

Both the original LEC project budgeted amount of \$3,782,000 and the JFJC project budgeted amount of \$2,833,000 were included in the 2024/2025 approved CIP budget and 2024-2029 plan. With the transfer of \$613,000 from CIP contingent fund balance, the JFJC project budget will be increased to \$3,446,000.

Sufficient funds are available in the contingent account to support this request. After project completion, remaining funds from both the LEC and JFJC project will be returned to the contingent account.

**Last Previous Action**

On December 12, 2023, the Ramsey County Board of Commissioner approved the 2024-25 Capital Improvement Program Budget (Resolution B2023-246).

**Attachments**

1. JFJC Elevator Modernization Budget and Financing Plan

### Elevator Modernization Project Budget and Financing Plan - JFJC

Item	Cost
AE Services	\$ 223,766.00
Design Contingency 10%	\$ 22,376.60
Construction	\$ 2,654,000.00
Extended Interim Maintenance 24 months	\$ 47,040.00
Construction Contingency 15%	\$ 398,100.00
PM Fee 3%	\$ 100,358.48
<b>Total Project Budget</b>	<b>\$ 3,445,641.08</b>
JFJC CIP Original 2024-2025 budget	\$ 2,833,000.00
JFJC CIP Contingent - December 5, 2024	\$ 613,000.00
<b>Total Financing Plan</b>	<b>\$ 3,446,000.00</b>

# Board of Commissioners

## Request for Board Action

Item Number: 2024-503

Meeting Date: 12/17/2024

**Sponsor:** Property Management

### Title

Agreement with Construction Results Corporation for the Juvenile and Family Justice Center Elevator Modernization Project

### Recommendation

1. Approve the selection of and agreement with Construction Results Corporation, 5465 Highway 169 North, Plymouth, MN 55442, for the Juvenile and Family Justice Center Elevator Modernization project, for the period of December 18, 2024 through December 17, 2027, in the not-to-exceed amount of \$2,701,040.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

### Background and Rationale

The Juvenile and Family Justice Center (JFJC) elevators are utilized for the movement of staff, visitors, and individuals housed at the facility. The elevators in the facility are critical to the efficient and safe operation of the facility. In 2020, a facility conditions assessment was completed for the JFJC, which included an examination of the seven elevators in the facility. The seven elevators are near the end of their lifecycle, and the project requires full replacement due to obsolescence of elevator equipment and controllers.

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

- Request for Bids Title: Juvenile & Family Justice Center Elevator Improvements
- Request for Bids Release Date: August 28, 2024
- Request for Bids Response Due Date: October 3, 2024
- Number of Contractors Notified: 1405
- Number of Request for Bids Responses Received: 3
- Contractor Recommended: Construction Results Corporation

Ramsey County Property Management recommends Construction Results Corporation for the project award.

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

Well-being

Prosperity

Opportunity

Accountability

### Racial Equity Impact

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



contracting goals.

**Community Participation Level and Impact**

There is no community participation associated with this action.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Funding for the agreement with Construction Results Corporation, in an amount of \$2,701,040, is available in the 2024 Juvenile and Family Justice Center Elevator Modernization Capital Improvement Program budget.

**Last Previous Action**

None.

**Attachments**

1. Agreement with Construction Results Corporation

# RAMSEY COUNTY PROCUREMENT CONTRACT

## Property Management

PROPERTY MANAGEMENT  
 SUITE 2200  
 121 SEVENTH PLACE EAST  
 ST. PAUL MN 55101  
 USA

**Supplier** 0000138528  
 CONSTRUCTION RESULTS CORP  
 14170 - 23RD AVENUE NORTH  
 PLYMOUTH MN 55447  
 USA

**Open**

**Dispatch via Print**

<b>Contract ID</b> CC003232		Page 1 of 1	
<b>Contract Dates</b> 11/13/2024 to 11/12/2027	<b>Currency</b> USD	<b>Rate Type</b> CRRNT	<b>Rate Date</b> PO Date
<b>Description:</b> JFJC ELEVATOR MODERNIZATION		<b>Contract Maximum</b> 2,701,040.00	

Tax Exempt? N      Tax Exempt ID:

**Contract Lines:**

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

PROVIDE ALL SUPPLIES, EQUIPMENT, MATERIALS, LABOR, AND INCIDENTALS REQUIRED FOR THE RAMSEY COUNTY JUVENILE & FAMILY JUSTICE CENTER (JFJC) ELEVATOR IMPROVEMENTS PROJECT IN ACCORDANCE WITH THE SOLICITATION RFB-PRMG31943-0-2024/KB RELEASED 8/28/2024 (WHICH INCORPORATES EXHIBIT A - PROJECT SPECIFICATIONS AND EXHIBIT B - PROJECT DRAWINGS) AND ALL ADDENDA, AND CONTRACTOR SOLICITATION RESPONSE DATED 10/03/2024. THE FOLLOWING DOCUMENTS ARE HEREBY INCORPORATED:

ATTACHMENT A - PREVAILING WAGE  
 ATTACHMENT C - ELECTRICAL SYSTEM AND CABLING STANDARDS

PROJECT COSTS - BASE BID AT \$2,654,999.99 AND EXTENDED INTERIM MAINTENANCE 24 MONTH 1 AT \$47,040.00 FOR A TOTAL OF \$2,701,040.00

CONTRACTOR CONTACT: MIKE LUURTSEMA  
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COUNTY CONTACT: NICK FAHEY  
 COUNTY PHONE#: 612-499-0385  
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REQ# PRMG31940

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

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

**Unauthorized**



**1. Contracting for Equity**

**1.1. Commitment to Advancing Racial Equity**

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

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

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

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

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

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

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

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

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

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

**1.3. Equal Employment Opportunity and Civil Rights**

**1.3.1.**

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

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

**1.3.2.**

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

**1.3.3.**

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

**1.3.3.1.**

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

**1.3.3.2.**

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

**1.3.3.3.**

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

**1.4. Utilization of Certified Vendors**

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

**1.5. Diverse Workforce Initiative**

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

**1.6. Workforce and Contracting Inclusion Reporting**

**1.6.1. Contracting Inclusion**

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

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

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

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

### **1.6.2. Workforce Inclusion**

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

## **1.7. Diverse Workforce Inclusion Resources**

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

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

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

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

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

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

## **2. General Contract/Agreement Terms and Conditions**

### **2.1.**

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

### **2.2. Definitions**

#### **AGREEMENT**

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

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

**AGGREGATE**

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

**BID**

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

**BIDDER**

The individual or entity who submits a Bid to Owner.

**CALENDAR DAY**

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

**CONTRACTOR**

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

**CONTRACT DOCUMENTS**

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

**CONTRACT PRICE**

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

**CONTRACT TIME**

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

**DETOUR**

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

**EASEMENT**

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

**FIELD ORDER**

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

**GUARANTEED ANALYSIS**

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

**HOLIDAYS**

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

**INDUSTRY STANDARD**

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

**MATERIALS**

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

**PAY, BID OR CONTRACT ITEM**

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

**NOTICE TO PROCEED**

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

**OWNER**

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

**OWNERS REPRESENTATIVE**

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

**PLAN(S)**

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

**PROJECT**

The Work to be performed under the Contract Documents.

**PUNCH LIST**

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

**SHOP DRAWINGS**

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

**SPECIFICATIONS**

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

**SUBCONTRACTOR**

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

**SUBSTANTIAL COMPLETION**

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

**SUPPLEMENTAL AGREEMENT**

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

**SUPPLIERS**

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

**WORK**

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

**2.3. Order of Governance**

**2.3.1.**

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

**2.3.2.**

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

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

**2.3.3.**

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



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

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

## 2.4. Payment

### 2.4.1.

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

### 2.4.2.

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

### 2.4.3.

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

### 2.4.4.

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

## 2.5. Application for Payments

### 2.5.1.

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

### 2.5.2.

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

### 2.5.3. Surety Deposit Requirement for Non-Minnesota Construction Contractors

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

**2.5.4.**

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount. Payment for Materials stored will be conditioned on the following: The Contractor shall submit evidence to establish the Owner's title to such materials; acceptable provisions have been made for storage; the Contractor is responsible for all loss, theft, vandalism, storage and similar peril for the full value of the stored Material.

**2.5.5.**

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

**2.5.6.**

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

**2.5.7.**

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

**2.5.8.**

The Contractor shall pay the applicable prevailing wage rates at the time, during which, the work is being performed. Statement of Compliance for Ramsey County Contractors and Ramsey County Prevailing Wage Biweekly Payroll Report shall be completed and submitted per Ramsey County Prevailing Wage Ordinance No. 2013-329. See also Section 2.42.

**2.5.9.**

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

**2.5.10.**

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

**2.5.11.**

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

**2.5.12.**

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

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

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

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

## **2.6. Payment for Uncorrected Work**

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

## **2.7. Payment for Rejected Work and Materials**

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

## **2.8. Payment for Extra Work**

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

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

### **2.9.1.**

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

### **2.9.2.**

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

## **2.10. Release of Liens**

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

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

## **2.11. Materials Furnished by the Contractor**

### **2.11.1.**

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

### **2.11.2.**

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

### **2.11.3.**

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

### **2.11.4.**

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

### **2.11.5.**

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

## **2.12. Materials Furnished by Owner**

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

## **2.13. Storage of Materials**

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

## **2.14. Independent Contractor**

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

## **2.15. Successors, Subcontracting and Assignment**

### **2.15.1.**

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

### **2.15.2.**

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

### **2.15.3.**

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

### **2.15.4.**

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

### **2.15.5.**

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

### **2.15.6.**

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

### **2.15.7.**

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

### **2.15.8.**

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

### **2.15.9.**

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

## **2.16. Compliance With Legal Requirements**

### **2.16.1.**

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

### **2.16.2.**

Unless otherwise provided in the Agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the Work.

### **2.16.3.**

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

### **2.16.4.**

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

### **2.16.5.**

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

### **2.16.6.**

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

### **2.16.7.**

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

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

**2.16.8.**

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

**2.17. Permitting**

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

**2.18. Data Practices**

**2.18.1.**

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

**2.18.2.**

The Contractor designates Mike Luurtsema as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

**2.18.3.**

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



devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

## **2.19. Security**

### **2.19.1.**

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

### **2.19.2.**

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

### **2.19.3.**

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

### **2.19.4.**

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

### **2.19.5.**

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

## **2.20. Indemnification**

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

performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

## **2.21. Prison Rape Elimination Act (PREA)**

Contractor and staff will comply with the Prison Rape Elimination Act of 2003 (42 U.S.C. § 15601 *et seq.*), which establishes a zero-tolerance standard against sexual assault, and with all applicable PREA Standards including background checks, county policies related to PREA and county standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse with Facilities/Client Services owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" the county will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and county PREA policies may result in termination of the Agreement.

## **2.22. Contractor's Insurance**

### **2.22.1.**

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

### **2.22.2.**

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

### **2.22.3.**

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

#### **2.22.3.1.**

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

### **2.22.4. Workers' Compensation**

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

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

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

**2.22.5.**

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

**2.22.6.**

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

**2.22.7.**

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

**2.22.8.**

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

**2.22.9.**

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

**2.22.10. Railroad Protective**

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

**2.22.11.**

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in

connection with this Agreement. Copies of policies and/or certificates of insurance shall be submitted to the County upon written request and within 10 business days.

**2.22.12.**

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

**2.22.13.**

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

**2.22.14.**

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

**2.22.15. Property Insurance**

**2.22.15.1.**

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

**2.22.15.2.**

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

**2.22.15.3.**

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

the Contractor's Architect and other design professionals. The County and the Contractor shall be named insureds.

**2.22.15.4.**

A loss insured under the County's property insurance shall be adjusted by the County as fiduciary and made payable to the County as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 2.6). The Contractor shall pay contractors their shares of insurance proceeds received by the Contractor, and by appropriate agreement, written where legally required for validity, shall require contractors to make payment to their subcontractors in similar manner.

**2.22.15.5.**

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

**2.22.15.6.**

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

**2.22.15.7.**

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

**2.22.16. Waiver of Subrogation**

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

**2.22.17.**

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

**2.22.18.**

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

**2.23. Omission of Express Reference**

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

**2.24. Notice to Proceed**

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

**2.25. Pre-Construction Conference**

**2.25.1.**

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

**2.25.2.**

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

**2.25.3.**

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

**2.26. Audit**

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

## **2.27. Notices**

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

### **County:**

Nick Fahey, Property Management, 121 7th Place East, Suite 2200, Saint Paul, MN 55101

### **Contractor:**

Mike Luurtsema, Construction Results Corporation, 5465 Hwy 169 North, Plymouth, MN 55442

## **2.28. Non-Conforming Services**

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

## **2.29. Setoff**

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

## **2.30. Conflict of Interest**

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

## **2.31. Respectful Workplace and Violence Prevention**

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

## **2.32. Force Majeure**

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

### **2.33. Unavailability of Funding - Termination**

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

### **2.34. Termination by the County**

#### **2.34.1.**

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

#### **2.34.2.**

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

#### **2.34.3.**

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

#### **2.34.4.**

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

#### **2.34.5.**

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

### **2.35. Interpretation of Agreement; Venue**

#### **2.35.1.**

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



**2.35.2.**

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

**2.36. Protection of Persons and Property**

**2.36.1.**

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

**2.36.2.**

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

**2.37. Warranty**

**2.37.1.**

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

**2.37.2.**

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

**2.37.3.**

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

**2.37.4.**

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

**2.37.5.**

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

**2.38. Infringement**

**2.38.1.**

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

**2.38.2.**

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

**2.39. Title - Risk of Loss**

**2.39.1.**

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

**2.39.2.**

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

**2.40. Submittals**

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

**2.41. Clean Up**

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

## 2.42. Prevailing Wage (Construction and Labor)

### 2.42.1.

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

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

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

### 2.42.2.

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

### 2.42.3.

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

### 2.42.4.

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

### 2.42.5.

The Contractor shall post the applicable prevailing wage rates, hourly basic rates, and prevailing hours of labor, at a conspicuous location accessible by workers at the location of the Work. The Contractor shall physically include the requirements of the article and the schedules set forth in Attachment A in applicable agreements and contracts with Subcontractors, agents, or other persons doing or contracting to do all or any part of the

Work under the Agreement. Incorporation of prevailing wage rates by reference in such agreements and contracts is not acceptable.

**2.42.6.**

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

**2.43. Debarment and Suspension**

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

**2.44. Project Labor Agreement**

The County has determined that it is in the best interests of the County, as an owner of real property, to have a Project Labor Agreement in place. The Contractor will enter into, and have in effect for the duration of this project, a Project Labor Agreement with the Saint Paul Building and Construction Trades Council. Failure of the awarded vendor to enter into and maintain such an agreement for the duration of the project may be grounds for termination by the County for cause. Upon execution, the Project Labor Agreement shall be incorporated into and become a part of the contract for this Project.

**2.45. Alteration**

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

**2.46. Performance and Payment Bonds**

**2.46.1.**

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

**2.46.1.1.**

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

**2.46.1.2.**

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

**2.46.1.3.**

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

**2.46.1.4.**

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

**2.46.1.5.**

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

**2.46.1.6.**

Checks are not accepted in lieu of a Bond.

**2.46.2.**

The bonds shall each be in the amount of 100% of the Contract Price. The term "contract", as used herein, shall include the original agreement plus all subsequent change orders and/or amendments. The Contract Price to which the principal is bound shall be the amount as reflected by the terms of the contract.

**2.46.3.**

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

**2.46.4.**

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

**2.47. Schedule Progress**

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

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

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

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

**2.48. Changes in Work**

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

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

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

**Change Orders**

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

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

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

**Construction Change Directives**

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

**2.49. Minor Changes in the Work**

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

**2.50. Oral Agreements**

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

**2.51. Maintenance of Record Drawings at Site and Shop Drawings**

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

## 2.52. Final Inspection

### 2.52.1.

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

### 2.52.2.

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

### 2.52.3.

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

### 2.52.4.

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

## 2.53. Final Payment

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

1. final lien releases and claim waivers (in a form acceptable to the County) by the Contractor and all persons performing Work and supplying material or services to the Contractor;
2. an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the County might in any way be responsible, have been paid or otherwise satisfied;
3. consent of surety, if any, to final payment;
4. two copies of Operation & Maintenance Manuals with provided warranty documentation for products and two copies of as-built plans identifying modifications to original plans;

5. if required by the County, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Agreement, to the extent and in such form as may be designated by the County;
6. the Certificate of Project Completion form (provided by the County);
7. a copy of the completed State of Minnesota Form IC-134, signed by the State Commissioner of Taxation, for the Contractor and its subcontractors; and
8. a complete report describing efforts and outcomes of those efforts towards achievement of Project SBE and labor utilization goals; and sustainability goals, if applicable.

#### **2.54. Warning Signs and Barricades**

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

#### **2.55. Crossing Utilities**

##### **2.55.1.**

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

##### **2.55.2.**

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

#### **2.56. Sanitary Provisions**

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



## **2.57. Preservation of Historical Objects**

### **2.57.1.**

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

### **2.57.2.**

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

### **2.57.3.**

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

## **2.58. Lands by Owner**

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

## **2.59. Land by Contractor**

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

## **2.60. Private Property**

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

## **2.61. Shop Drawings**

### **2.61.1.**

The Contractor shall provide Shop Drawings as may be necessary for the prosecution of the Work as required by the Contract Documents. The Owner's Representative shall promptly review all shop drawings. The Owner's Representative's review of any Shop Drawing shall not release the Contractor from responsibility for deviations from the Contract Documents. The discovery of any Shop Drawing which substantially deviates

from the requirements of the Contract Documents shall be evidenced by a Change Order or corrected and resubmitted by the Contractor, at the Owner's Representative's discretion.

**2.61.2.**

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

**2.61.3.**

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

**2.61.4.**

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

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

**2.61.5.**

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

**2.62. Substitutions After Award of Agreement**

Whenever a Material, article or piece of equipment is identified in the Contract Documents by reference to brand name or catalog number, it shall be understood that this reference is for the

purpose of defining the performance or other salient requirements and that other products of equivalent capacities, quality and function shall be considered. The Contractor may recommend the substitution of a Material, article, or piece of equipment of equivalent substance and function for those referred to in the Contract Documents by reference to brand name or catalog number, and if, in the opinion of the Owner's Representative, such Material, article, or piece of equipment is of equivalent substance and function to that specified, the Owner's Representative may approve its substitution and use by the Contractor. Where applicable the Owner's Representative will only approve substitutions after the Contractor has received approval from the municipality, county, state or other regulatory agencies with jurisdiction. The Owner's Representative will not lobby for the approval of the substituted Material. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutes are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time. Requests for review of substitute items will not be accepted by the Owner's Representative from anyone other than the Contractor. The Contractor shall reimburse the Owner for the charges incurred by the Owner's Representative to evaluate each proposed substitution.

## **2.63. Submittals**

### **2.63.1.**

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

### **2.63.2.**

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

### **2.63.3.**

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

### **2.63.4.**

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

**2.63.5.**

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

**2.64. Intent of Plans and Specifications**

The intent of the Plans and Specifications is that the Contractor shall furnish all labor and materials, equipment and transportation necessary for the proper execution and completion of the Work unless specifically noted otherwise. The Plans and Specifications are complementary, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. The Contractor shall do all the Work shown on the Plans and described in the Specifications and all incidental work considered necessary to complete the Project in an acceptable manner, and to fully complete the Work, ready for use, occupancy and operation by the Owner.

**2.65. Discrepancies**

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

**2.66. Additional Instructions and Detail Drawings**

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

Item Number: 2024-597

Meeting Date: 12/17/2024

**Sponsor:** Property Management & Public Health

### Title

Women, Infants, and Children New Brighton Clinic Space Improvement Project Budget

### Recommendation

1. Authorize the County Manager to account for the Women, Infants, and Children New Brighton Clinic Space Improvement project as a budgeted project in Property Management.
2. Authorize the County Manager to transfer up to \$152,250 from Public Health operating funds to the Women, Infants, and Children New Brighton Clinic Space Improvement project budget for project activities.

### Background and Rationale

Ramsey County Public Health currently delivers Women, Infants, and Children (WIC) program services at six clinic sites within Ramsey County. The existing WIC clinic in Room 202 at the New Brighton Community Center is currently operating in suboptimal conditions. The current interior room lacks natural light and privacy, and is ill-suited for providing quality WIC services for Ramsey County residents. In 2025, Public Health plans to move the WIC clinic to an alternative space available within the New Brighton Community Center (Room 214). This move will significantly improve the client experience, enhance staff morale, and ensure the delivery of high-quality WIC services. The larger space provides for natural light and an improved layout, which will allow for more efficient operations, increased privacy, and a more welcoming and dignified atmosphere for both clients and staff.

The Room 214 space is in very good condition, but some small-scale improvements are needed to prepare it for WIC clinic use. The improvements project will include items such as, but not limited to, floor finish replacement, construction of a privacy wall for lab services, associated electrical and limited mechanical tasks, and new furniture that aligns with county workplace standards.

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

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

The WIC Clinic in the New Brighton Community Center serves clientele that is over 85% people of color. Services are provided in English, Hmong, Karen and Spanish. Ramsey County has the highest poverty rate for people of color in the metro area. Maintaining a WIC clinic in the New Brighton Community Center area is critical for addressing poverty and disparities across race.

### Community Participation Level and Impact

As Ramsey County Public Health continues the partnership with those in need of WIC services, it continually seeks their feedback and opinion on how Public Health can make the leased space the most useful for them.

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

Estimated costs for the WIC New Brighton Space Improvement Project are \$152,250, which includes the cost of construction, furniture, and contingency for the project. Public Health will utilize existing 2024 operating funds for the WIC New Brighton Space Improvement project.

**Last Previous Action**

On March 16, 2010, the Ramsey County Board of Commissioners approved a fifteen-year lease agreement with the City of New Brighton for leased space at the New Brighton Community Center (Resolution 2010-106).

**Attachments**

1. Estimated Project Budget

**Space Improvement Estimated Budget**  
**New Brighton WIC - 400 10th St NW, New Brighton, MN 55112**  
**September, 2024**

	<b>COST ESTIMATE</b>
<b>1. Construction</b>	
Rm 214. 860 sf. Estimated @ \$50.06/sf.	\$43,057
See tab 3 for breakdown	
<i>Subtotal</i>	\$43,057
<b>2. Furniture, Fixtures, Equipment and Signage:</b>	
Office Furniture, Design, Labor	\$77,820
See tab 4 for breakdown	
Furniture Disposal	\$4,000
Signage	\$0
<i>Subtotal</i>	\$81,820
<b>3. Telecommunications/Data</b>	
Total Telecommunications/Data	\$1,500
<i>Subtotal</i>	\$1,500
<b>4. Professional Services:</b>	
Architectural and Engineering	\$8,000
<i>Subtotal</i>	\$8,000
<i>Lines 1 - 4:</i>	\$134,377
<b>5. Project Management:</b>	
Property Management Fees (3% of 1,2,3,4)	\$4,031
Permits and Fees - By GC	\$0
<i>Subtotal</i>	\$4,031
<i>Lines 1 - 5:</i>	\$138,409
<b>6. Contingency</b>	
Contingency of 10% of lines 1 - 5	\$13,841
<i>Subtotal</i>	\$13,841
<i>Total Estimated</i>	\$152,250

# Board of Commissioners

## Request for Board Action

**Item Number:** 2024-663

**Meeting Date:** 12/17/2024

**Sponsor:** Public Works

### Title

Easement Agreement with Wedum Albion, LLC and Wedum Lexington, LLC for Lexington Parkway Private Sky Bridge

### Recommendation

1. Approve the Lexington Parkway Private Sky Bridge Easement Agreement.
2. Authorize the Chair and Chief Clerk to execute the Lexington Parkway Private Sky Bridge Easement Agreement.
3. Request that a copy of the fully executed easement agreement be filed with the County Recorder's Office.

### Background and Rationale

The intersection of Lexington Parkway and Seventh Street in Saint Paul has been a dangerous intersection for a long time. When Riverside Elementary School closed, an opportunity arose to redevelop the property and realign Lexington Parkway so it could intersect Seventh Street at a safer angle. Ramsey County Public Works staff entered into talks with the developer who purchased the property about an opportunity for the traveling public and the developer to benefit while maximizing the potential of property.

In 2019, Lexington Parkway realignment design coordination with the developer began. The new alignment of Lexington Parkway was to bifurcate the large parcel, and two senior living buildings were to be built, one on each side of the new roadway. Later that year, construction began on the first of two senior living buildings.

In 2020, construction of the newly aligned Lexington Parkway began and was completed in 2021. In 2022, construction began on the second of the two senior living buildings.

The agency's coordination with the developer made the best use of the property, provided homes for many, and enhanced the roadway. However, it became apparent that even more enhancements could be made. There could be a safer way for the tenants to travel between the two buildings. The developer devised a plan to finance and construct a skyway to connect the two senior living buildings so tenants can travel between the buildings in a safe manner.

Because the skyway will be in county right of way and over a county road, the developer reached out to Public Works for support of their plan. Public Works staff immediately supported this idea and began to work with the County Attorney's office to draft an agreement for the skyway to be built over the county road right of way. Completing and signing this easement agreement will allow construction to begin on the skyway.

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

Well-being

Prosperity

Opportunity

Accountability

### Racial Equity Impact

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



**Community Participation Level and Impact**

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

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

There is no fiscal impact to Ramsey County. The skyway structure is being paid for by the owners of the buildings of which it will connect.

**Last Previous Action**

None.

**Attachments**

1. Private Sky Bridge Easement Agreement

## PRIVATE SKY BRIDGE EASEMENT AGREEMENT

THIS PRIVATE SKY BRIDGE EASEMENT AGREEMENT ("Agreement"), is made this \_\_\_\_ day of \_\_\_\_\_, 2024, between Wedum Albion, LLC, a Minnesota limited liability company ("Wedum Albion") and Wedum Lexington LLC, a Minnesota limited liability company ("Wedum Lexington") (Wedum Albion and Wedum Lexington, collectively the "Grantee"), and Ramsey County, Minnesota ("Grantor").

### RECITALS

WHEREAS, Wedum Albion is the owner of the real property in Ramsey County, Minnesota legally described on **Exhibit A** attached hereto and made a part hereof by reference ("Parcel A");

WHEREAS, Wedum Lexington is the owner of the real property in Ramsey County, Minnesota legally described on **Exhibit B** attached hereto and made a part hereof by reference ("Parcel B");

WHEREAS, the Grantees desire to construct a private sky bridge connecting Parcel A and Parcel B for pedestrian traffic and crossing over Lexington Parkway South (CSAH 51), and have requested an easement from the Grantor over the Grantor's right of way;

WHEREAS, Grantor has agreed to such an easement over the Grantor's right of way;

WHEREAS, Grantees desire to provide access to one another to their respective Parcels by means of the easement granted by Grantor hereunder; and

WHEREAS, the parties hereto have agreed to ratify said construction and memorialize in this Agreement the terms, conditions, rights, and obligations regarding the use, operation and maintenance of such private sky bridge.

## AGREEMENT

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration and in consideration of the covenants contained herein, the parties hereto agree as follows:

### I. Private Sky Bridge Easement

Grantor hereby grants to Grantees and their successors and assigns, forever, an exclusive, perpetual easement together with reasonable access thereto for the purpose of supporting, operating, repairing, and maintaining a private sky bridge encompassed within the easement area legally described on the attached **Exhibit C** and as depicted on **Exhibit C-1** ("Easement Area").

Said easement is for the use and benefit of Parcel A and Parcel B by the Grantees and its agents, guests, and employees for the purpose specified and shall be appurtenant to Parcel A and Parcel B.

### II. Temporary Construction Easement.

Grantor hereby grants to Grantees, and their successors and assigns, a temporary construction easement for the purpose of construction of the private sky bridge within the temporary easement area depicted on **Exhibit D** ("Temporary Easement Area").

Said easement is temporary and shall automatically terminate upon the earlier of: (a) completion of the sky bridge; or (b) November 1, 2025.

### III. Construction.

Grantees shall be responsible for the construction of the sky bridge, including, but not limited to, the following:

- (a) Grantees shall obtain all required permits, zoning approvals and other approvals for the sky bridge;
- (b) Grantees shall construct the sky bridge in accordance with all laws (including all applicable municipal, county, state, and federal laws and regulations, including all Minnesota Department of Transportation requirements pertaining to sky bridges) and shall comply with all road

closure/traffic control and all other safety requirements of the county, city and state;

- (c) Grantees shall ensure that all construction activities are performed in a good, safe, workmanlike manner and comply with all applicable safety and construction standards;
- (d) Grantees shall use their best efforts to complete construction of the sky bridge on or before November 1, 2025. The fee owner of Parcel A shall have responsibility for heating, cooling and maintaining the Easement Area and shall submit invoices for half the costs or doing so to the other Parcel Owner not more frequently than monthly.

#### IV. Access.

Each Grantee grants to the other Grantee, its successors and assigns, a perpetual, non-exclusive easement to use the Easement Area for access to and from one another's Parcels during the hours mutually agreed upon by the Grantees or their successors or assigns. .

#### V. Maintenance.

With respect to the Easement Area, the Grantees shall be responsible for keeping such Easement Area properly maintained, in good repair, in a safe condition, suitable for its intended use and in accordance with all applicable laws and ordinances. Grantees shall allow the Grantor's engineers or the city public works department to conduct annual inspections of the private sky bridge. All costs of operation, maintenance, repair and replacement shall be shared equally by Grantees.

#### VI. Indemnification/Insurance.

Grantees each agree to indemnify and hold harmless each other and Grantor, their successors and assigns, from any liability or damage of any nature whatsoever which shall or may occur with respect to the easements granted herein and/or the construction, operation, use, maintenance, repair, or condition of the sky bridge. Grantees shall each procure and maintain at all times the insurance set forth on **Exhibit E** attached hereto.

#### VII. Joint and Several Obligations of Grantees.

All obligations of Wedum Albion and Wedum Lexington to or in favor of Grantor hereunder, including, without limitation, all indemnification obligations, shall be joint and several.

VII. Binding Effect.

The terms of this Agreement shall constitute a covenant running with Parcel A and Parcel B, and all such terms shall inure to the benefit of and be binding upon the undersigned parties and their respective successors and assigns.

VIII. Notices.

Any notice, demand, statement and request required or permitted to be given under this Agreement shall be in writing and be deemed to have been properly given or served when personally delivered to the other party or parties, or two days after deposit in the United States mail, postage prepaid, certified mail return receipt requested, and addressed at the address set forth below:

If to Grantees:                      Wedum Albion, LLC  
    Wedum Lexington LLC  
    Two Carlson Parkway North, Ste. 335  
    Plymouth, MN 55447  
    Attn: Jay Portz

If to Grantor:                         Ramsey County Public Works  
    Attn: Director  
    1425 Paul Kirkwold Drive  
    Arden Hills, MN 55112

Copy to:                                 Ramsey County Attorney's Office  
    Attn: Public Works Attorney  
    360 Wabasha Street North, Ste. 100  
    St. Paul, MN 55102

Any party may change the address to which notices to such party shall be sent, by written notice to the other parties given in accordance with this section. At such time as a party transfers its interest in its parcel so as to create a new party in interest, the previous party in interest or such new party in interest shall send notice to the other parties of the name and address to which notice to the new party shall be sent or delivered. Until such time as such notice is given, the previous party in interest shall be deemed to be the agent for such new party in interest for purposes of receipt of service of notices.

IX. Amendment.

This Agreement may be amended by, and only by, a written agreement signed by authorized representatives of all the parties hereto, or their successors in interest, as the case may be.

X. Costs and Expenses.

In any action brought to enforce any party's rights or obligations arising under this Agreement, the prevailing party shall be entitled to have all its costs and expenses reimbursed by the losing party in such action, including but not limited to reasonable attorneys' fees and all out of pocket expenses incurred in connection with such action.

XI. Termination.

The easements created hereby are intended to be permanent, and may only be terminated by the written agreement of authorized representatives of the parties hereto or their successors and assigns, as the case may be.

XII. No Partnership/ "As Is" Grant.

This Agreement does not create the relationship of principal and agent or of partnership or of joint venture or of any association between or among Grantees and Grantor, the sole relationship between and among the parties being that outlined by the terms of this Agreement. The parties acknowledge that this Agreement is not intended to include any representations or warranties of any kind, including but not limited to clear title or fitness of the land for the use described herein, and that Grantees are accepting the Easement Area in an "As Is" condition complete with all faults and defects.

XIII. No Public Dedication.

The parties to this Agreement do not by this Agreement intend to dedicate the Easement Area to the public in general, nor are the parties evidencing an undertaking to make a public dedication of the Easement Area in the future.

XIV. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.







**EXHIBIT A**

**Legal Description – Parcel A**

That certain real property lying in the County of Ramsey, State of Minnesota, and legally described as follows:

Lot 2, Block 1, West End Second Addition, according to the recorded plat thereof.

**EXHIBIT B**

**Legal Description – Parcel B**

That certain real property lying in the County of Ramsey, State of Minnesota, and legally described as follows:

Lot 1, Block 1, West End Second Addition, according to the recorded plat thereof.

**EXHIBIT C****Legal Description for Private Sky Bridge Easement**

A 15.00 foot wide strip of land over that part of Lexington Parkway South right of way as shown on RAMSEY COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 28 - C.S.A.H. 51, and Lots 1 and 2, Block 1, WEST END SECOND ADDITION, according to the recorded plats thereof, Ramsey County, Minnesota. The centerline of said strip of land is described as follows:

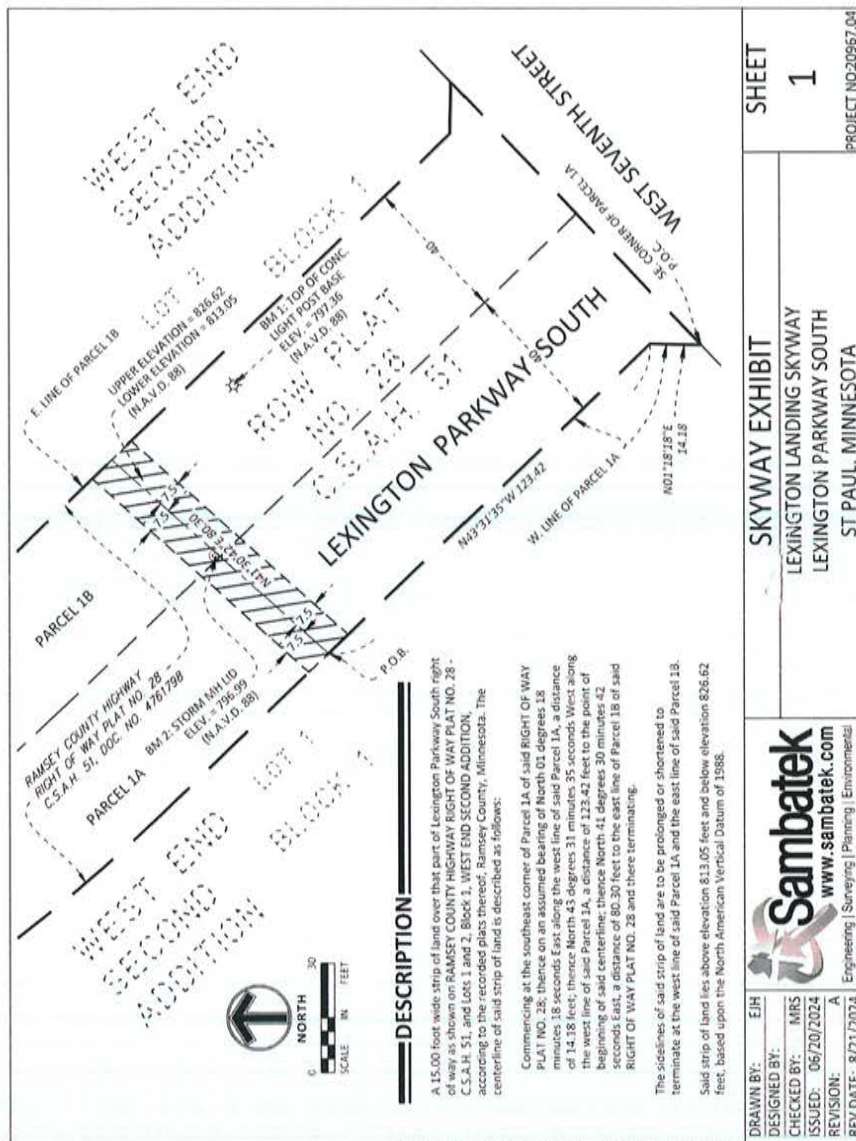
Commencing at the southeast corner of Parcel 1A of said RIGHT OF WAY PLAT NO. 28; thence on an assumed bearing of North 01 degrees 18 minutes 18 seconds East along the west line of said Parcel 1A, a distance of 14.18 feet; thence North 43 degrees 31 minutes 35 seconds West along the west line of said Parcel 1A, a distance of 123.42 feet to the point of beginning of said centerline; thence North 41 degrees 30 minutes 42 seconds East, a distance of 80.30 feet to the east line of Parcel 1B of said RIGHT OF WAY PLAT NO. 28 and there terminating.

The sidelines of said strip of land are to be prolonged or shortened to terminate at the west line of said Parcel 1A and the east line of said Parcel 1B.

Said strip of land lies above elevation 813.05 feet and below elevation 826.62 feet, based upon the North American Vertical Datum of 1988.

**EXHIBIT C-1**

**Depiction of Private Sky Bridge Easement**



**DESCRIPTION**

A 15.00 foot wide strip of land over that part of Lexington Parkway South right of way as shown on RAMSEY COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 28 - C.S.A.H. 51, and Lots 1 and 2, Block 1, WEST END SECOND ADDITION, according to the recorded plats thereof, Ramsey County, Minnesota. The centerline of said strip of land is described as follows:

Commencing at the southeast corner of Parcel 1A of said RIGHT OF WAY PLAT NO. 28; thence on an assumed bearing of North 01 degrees 18 minutes 18 seconds East along the west line of said Parcel 1A, a distance of 14.18 feet; thence North 43 degrees 31 minutes 35 seconds West along the west line of said Parcel 1A, a distance of 123.42 feet to the point of beginning of said centerline; thence North 41 degrees 30 minutes 42 seconds East, a distance of 80.30 feet to the east line of Parcel 1B of said RIGHT OF WAY PLAT NO. 28 and there terminating.

The sidelines of said strip of land are to be prolonged or shortened to terminate at the west line of said Parcel 1A and the east line of said Parcel 1B.

Said strip of land lies above elevation 813.05 feet and below elevation 826.62 feet, based upon the North American Vertical Datum of 1988.

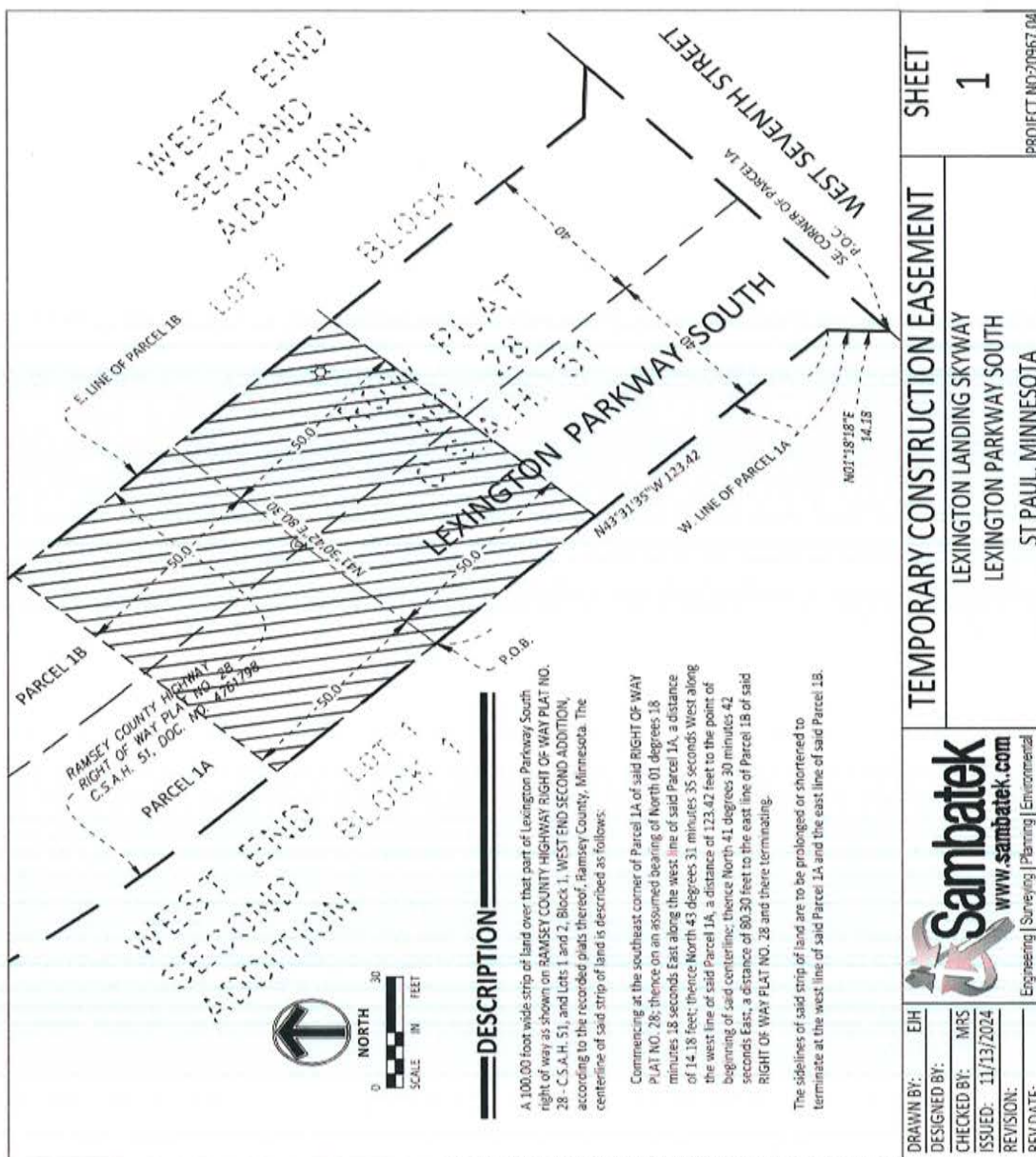
<p><b>SKYWAY EXHIBIT</b>                  LEXINGTON LANDING SKYWAY                  LEXINGTON PARKWAY SOUTH                  ST PAUL, MINNESOTA</p>	<p><b>SHEET</b>                  1</p>
<p>PROJECT NO: 20967.04</p>	

**Sambatek**  
 www.sambatek.com  
 Engineering | Surveying | Planning | Environmental

DRAWN BY:	EJH
DESIGNED BY:	MRS
CHECKED BY:	MRS
ISSUED:	06/20/2024
REVISION:	A
REV DATE:	8/21/2024

### EXHIBIT D

## Depiction of Temporary Construction Easement



<p><b>TEMPORARY CONSTRUCTION EASEMENT</b></p> <p>LEXINGTON LANDING SKYWAY LEXINGTON PARKWAY SOUTH ST PAUL, MINNESOTA</p>	<p><b>SHEET</b></p> <p>1</p> <p>PROJECT NO:20967.04</p>
<p><b>Drawn By:</b> EJH</p> <p><b>Designed By:</b> MRS</p> <p><b>Checked By:</b> MRS</p> <p><b>Issued:</b> 11/13/2024</p> <p><b>Revision:</b></p> <p><b>Rev Date:</b></p>	<p><b>Sambatek</b> www.sambatek.com</p> <p>Engineering   Surveying   Planning   Environmental</p>

**EXHIBIT E****INSURANCE REQUIREMENTS – RAMSEY COUNTY**

- I. Before any alterations, additions, improvements, or construction on or at the Easement Areas are undertaken by GRANTEES or any contractor performing work on behalf of GRANTEES, and at all times during the performance of the same, GRANTEES or such contractor will be required to carry the following insurance and provide satisfactory evidence of such insurance to County:
  - A. Builder's Risk insurance in the amount of the replacement cost of any such improvements or alterations. This must include coverage for tools and equipment brought onto and/or used on or at the applicable Easement Areas by GRANTEES or any contractor performing work on behalf of GRANTEES. The County must be named as an additional insured under all such policies.
  - B. Workers' compensation insurance with statutory limits and Employers Liability limits of \$500,000/accident, \$500,000 disease policy limit, and \$500,000 bodily injury for each employee.
  - C. Commercial General Liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such insurance will include contractual liability, personal injury liability, products and completed operations coverage.
  - D. Commercial Automobile Coverage, including hired, owned, and non-owned vehicle coverage, of at least \$1,000,000 combined single limit.
  - E. Professional Liability insurance covering the services of any engineer, architect, surveyor (and any other individual or entity providing services that require expertise on a certain subject that is being supported by certification, licensure, or designation), in coverage amounts of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit. The County must be named as an additional insured under all such policies.
  
- II. At all times during the term of this Easement Agreement, GRANTEES will maintain such insurance as will protect GRANTEES from claims which may arise out of or result from operations of GRANTEES and/or its contractors and/or agents, and provide the County evidence that the insurance described below is in place. GRANTEES will provide the County evidence of such insurance, naming the County as additional insureds under such policies of insurance, and such insurance must provide coverages equal to the minimum insurance coverages specified below as follows:

- A. Commercial General Liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such insurance will include contractual liability, personal injury liability, products and completed operations coverage.
- B. Fire and All-Risk Property Insurance with coverage written on a replacement cost basis for all buildings, bridges, and improvements in the Easement Areas, and for any personal property or betterments of the County at the Easement Areas.

GRANTEES hereby waive and release the County and its officials, employees, and agents, from all claims, liability and causes of action for loss, damage to or destruction of GRANTEES' property resulting from fire or other perils covered in standard property insurance coverage. GRANTEES agree that it will look to its own property insurance for reimbursement for any loss and will have no rights of subrogation against the County.

- III. All Certificates of Insurance will provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minnesota Statutes, Chapter 60A, as applicable. Further, all Certificates of Insurance must provide the County 10-day notice of cancellation due to non-payment of premium.





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**Item Number:** 2024-682

**Meeting Date:** 12/17/2024

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**Sponsor:** Public Works

**Title**

Reallocation of Riverview Corridor Funds

**Recommendation**

1. Direct Public Works staff to develop a refined transportation improvement plan utilizing Ramsey County Regional Railroad Authority Property Tax Levy and Ramsey County Local Option Sales Tax funds previously identified for the Riverview Corridor.
2. Direct Public Works staff to develop a detailed transit and transportation investment plan based upon the reallocation of Riverview Corridor funds consistent with the investment categories presented at the November 19, 2024, board workshop for Ramsey County board discussion and approval in the Spring of 2025.

**Background and Rationale**

Transit and transportation initiatives in Ramsey County are funded through two sources: a property tax levy through the Ramsey County Regional Railroad Authority (RCRRA) and a sales and use tax imposed through the Ramsey County Board. At the November 19, 2024, Transportation Funding Board Workshop, commissioners expressed their desire to provide guidance for the reallocation of funding designated to the Riverview Corridor to countywide transportation improvements prior to county staff developing and presenting a formal reallocation plan to both boards in the Spring of 2025.

Ramsey County has been actively planning for the implementation of transit and transportation initiatives for over 25 years leading to the successful implementation of Union Depot, METRO Green Line, Borealis passenger rail and the opening of METRO Gold Line in March 2025. Funding for transit and transportation helps Ramsey County reach its goals in prosperity and opportunity by proactively seeking to improve transit and multimodal transportation options throughout the county and region. Providing fast, frequent and reliable transit connections between areas of concentrated poverty and employment, health care, shopping, recreation and education reducing the time and monetary burden on these communities to undertake daily activities. Increasing the coverage and removing gaps in the multimodal network allows more trips to be made by walking and biking which can improve overall health by making safer and more convenient to be physically active. Additionally, focusing on how walking and biking can connect to transit, commonly known as the first and last mile, can make more destinations accessible further reducing the cost burden of automobile ownership.

The RCRRA was formed by the Ramsey County Board in 1987 and in 2007 it adopted a capital improvement plan to guide expenditures of its property tax levy. The capital improvement plan has guided the development of the Union Depot, Green, Gold, and Purple Lines, the Riverview Corridor, and passenger and freight activities. In 2017, the Ramsey County board enacted a ½ cent sales and use tax for transit and transportation improvements (Resolution B2017-143). This resolution prioritized sales tax funding for the construction and operation of the Green, Gold, and Purple Lines as well as the Riverview Corridor. Additionally, the board authorized the use of funds for the Ramsey County All Abilities Transportation Plan and 2017 to 2021 Transportation Improvement Program if revenue exceeded what was needed to build and operate the transit

projects.

In September 2024, Ramsey County ended work on the Riverview Corridor creating an opportunity to reallocate \$730 million in funding identified for its implementation. At the November 19, 2024, county board workshop commissioners discussed options for the possible reallocation of this funding consistent with the goals of the Ramsey County All Abilities Transportation Network which includes a transportation hierarchy of pedestrians, people who bike, people who use transit, drivers/parkers and freight operators. The Board broadly supported the following investment categories as presented.

- Transit.
- Multimodal Improvements.
- Railroad Improvements and Expansions.
- Roadway Improvements.
- Property Acquisition.
- Transformative Infrastructure.

At the conclusion of the workshop, commissioners expressed their support for the reallocation of Riverview Corridor funding and directed staff to bring a resolution before the RCRRA and Ramsey County boards in December directing staff to develop a detailed transit and transportation investment plan based upon the reallocation of the Riverview Corridor funds consistent with the investment categories presented at the workshop and to bring this plan to the boards for discussion and approval in the Spring of 2025.

At the same workshop, there was acknowledgement of significant opportunities to leverage momentum at Union Depot. The board requested a recommendation for the immediate allocation of funding for the implementation of short-term improvements at Union Depot including, but not limited to, wayfinding, signage modernization and capital maintenance.

The board provided further direction to staff that the transportation plan should emphasize the priorities established in the Ramsey County All Abilities Transportation Plan, clarify which funding responsibilities (Ramsey County, RCRRA, or Metropolitan Council) and clarify transportation investments to foster climate resiliency and assist in the initial transition of portions of county fleet away from fossil fuels.

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

- Well-being     
  Prosperity     
  Opportunity     
  Accountability

**Racial Equity Impact**

Transportation provides access to jobs, workforce training opportunities, education, healthcare, recreation, shopping, and other key destinations regionally and nationally. Improving Ramsey County’s transportation system to prioritize people who walk, bike and ride transit over automobiles and freight will ensure that the needs of all residents are met while improving resident safety and prosperity. As the most diverse county in Minnesota, Ramsey County is pursuing the implementation of transportation investments that provide reliable, low-cost, and high amenity transportation to reduce and eliminate transportation barriers for transit-dependent households, areas of racially concentrated poverty and areas of low income. Reducing these barriers by elevating pedestrian, bicycle and transit investments over automobile focused investments will reduce the financial and environmental cost on these groups by improving access to fast, frequent and reliable transit, improving pedestrian infrastructure including safer street crossings and providing bicycle focused infrastructure will provide residents with convenient alternatives to driving allowing them to choose the best transportation for them.

**Community Participation Level and Impact**

Community engagement is essential to informed and transparent decision making and has occurred through the development of Ramsey County’s transportation projects. Public Works engages with community members

and organizations on transit and transportation projects as part of project development and the development of long-range plans. This engagement has led to common themes including: “Safety should be key in priorities projects”, “Improvements to multimodal facilities are important, but should be balanced with roadway improvements”, “increase multimodal infrastructure in suburban areas”, “Providing a safe and accessible system in a state of good repair is a priority”, “Speeding is a concern” and “vehicular travel efficiency needs to be balanced with multimodal safety”.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

This request for board action is about the board giving guidance on reallocating funds currently budgeted for transit projects and associated multimodal transportation work. The funds under discussion are budgeted and can be reasonably projected for these uses.

**Last Previous Action**

On November 19, 2024, the Ramsey County Board of Commissioners held a workshop to discuss the reallocation of Riverview Corridor funding. At the conclusion of the workshop staff was directed to bring a resolution directing staff to develop a transportation investment plan and to bring this plan and the reallocation of Riverview Corridor funding, to the boards for discussion and approval in the Spring of 2025.

On June 13, 2017, the Ramsey County Board of Commissioners accepted and approved the imposition of a ½ cent sales and use tax and \$20 motor vehicle excise fee consistent with Minnesota Statutes Section 297.993 (Resolution Imposing A Transportation Tax, Resolution B2017-143).

**Attachments**

None.

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**Item Number:** 2024-685

**Meeting Date:** 12/17/2024

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**Sponsor:** Public Works

**Title**

Transfer of Ramsey County Transit and Transportation Improvement Funds for Union Depot Facility Improvements

**Recommendation**

1. Authorize the County Manager to transfer up to \$3,000,000 from Ramsey County Transit and Transportation Improvement fund balance to the 2025 Union Depot operating budget for operational and capital maintenance costs for near-term improvements.
2. Authorize the County Manager to establish a project budget for Union Depot Facility Improvements of up to \$6,000,000, utilizing up to \$3,000,000 of Transit and Transportation Improvement fund balance and up to \$3,000,000 of Ramsey County Regional Railroad Authority fund balance in the Union Depot operating budget.
3. Authorize the County Manager to account for the operational and capital maintenance costs in the Union Depot operating budget.

**Background and Rationale**

In 2012, Ramsey County Regional Railroad Authority (RCRRA) renovated the Union Depot in downtown St. Paul into a multi-modal transit and transportation hub. The renovation included rail and bus improvements fostering greater regional and national connectivity along with building improvements to provide a welcoming space for transit and transportation users as well as providing event space that has been thoroughly programmed throughout the years. Union Depot is approaching 15 years since its renovation and needs additional resources to continue its service as a hub for transit and transportation, public and private events and as a gathering space for the community.

The Union Depot hosts a multitude of indoor/outdoor events, including public events, private events, arts and cultural festivals, concerts, yoga classes, games, tours and more. Events at Union Depot are typically scheduled for more than 200 days out of the year and growing. The biggest events including the annual Hub for the Holidays, Train Days and Doggie Depot drawing approximately 170,000, 15,000 and 6,000 people annually. An increase in funding would allow for a higher level of maintenance associated with the desire to increase activities beyond current levels prior to staff developing and presenting a transit and transportation plan that reallocates Riverview Corridor funds to the board in Spring of 2025.

Activities anticipated to be funded via the additional funds include:

- Resiliency
  - Flood wall mitigation in Lot B
  - Energy initiatives and LED lighting
- Transportation
  - Bus and train deck structural improvements
- Building
  - Historic building preservation
  - Enhancements to public and event space, technology and wayfinding

- Security system upgrades
- Strategic Marketing
  - Increased marketing activities to catalyze Union Depot’s role in the activation of downtown St. Paul and the greater East Metro.

Maximization of the near-term impact of these funds on Union Depot operations and capital maintenance will be done through the coordination of Public Works, Property Management, Community and Economic Development and the County Manager.

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

- Well-being     
  Prosperity     
  Opportunity     
  Accountability

**Racial Equity Impact**

Transportation provides access to jobs, workforce training opportunities, education, healthcare, recreation, shopping, and other key destinations regionally and nationally. Improving Ramsey County’s transportation system to prioritize people who walk, bike and ride transit over automobiles and freight will ensure that the needs of all residents are met while improving resident safety and prosperity. As the most diverse county in Minnesota, Ramsey County is pursuing the implementation of transportation investments that provide reliable, low-cost, and high amenity transportation to reduce and eliminate transportation barriers for transit-dependent households, areas of racially concentrated poverty and areas of low income. Reducing these barriers by elevating pedestrian, bicycle, transit, and passenger rail investments over automobile focused investments will reduce the financial and environmental cost on these groups by improving access to fast, frequent, and reliable passenger rail and transit while improving pedestrian and bicycle infrastructure to provide residents with safe and convenient alternatives to driving allowing them to choose the best transportation option for them.

**Community Participation Level and Impact**

Community engagement is essential to informed and transparent decision making and has occurred through the development of Ramsey County’s transportation projects. Public works engages with community members and organizations on transit and transportation projects as part of project development and the development of long-range plans. This engagement has led to common themes including: “Safety should be key in priorities projects”, “Improvements to multimodal facilities are important, but should be balanced with roadway improvements”, “increase multimodal infrastructure in suburban areas”, “Providing a safe and accessible system in a state of good repair is a priority”, “Speeding is a concern” and “vehicular travel efficiency needs to be balanced with multimodal safety”.

- Inform     
  Consult     
  Involve     
  Collaborate     
  Empower

**Fiscal Impact**

The funding for this request will be a transfer of up to \$3,000,000 in fund balance from the Ramsey County Transit and Transportation Improvement sales tax fund. Adequate funding is available to accommodate this request. These funds will be allocated to the 2025 Union Depot operating budget for operational and capital maintenance costs.

**Last Previous Action**

None.

**Attachments**

None.

**Item Number:** 2024-665

**Meeting Date:** 12/17/2024

**Sponsor:** Emergency Management & Homeland Security

### Title

Amendments to Administrative Code - Emergency Management and Homeland Security Department

### Recommendation

1. Approve amendments to the Administrative Code to incorporate the Emergency Management and Homeland Security department.
2. Direct the Chief Clerk to the County Board to amend the Administrative Code to reflect approved amendments.

### Background and Rationale

The establishment of the Emergency Management and Homeland Security department is to support the Safety and Justice Service Team by aligning service team and countywide functions that support the county's goals and strategic priorities including effective and efficient operations, strong Residents First service models and transparency and accountability in all business operations and practices.

The Ramsey County Home Rule Charter section 5.01A.1 states that acts of the Ramsey County Board, which shall be by ordinance, include the following: establish, structure, merge, or abolish any county department, office, agency, board or commission, except as provided for in this charter.

On August 6, 2024, the Ramsey County Board adopted the proposed Emergency Management and Homeland Security Department Ordinance which establishes the Emergency Management and Homeland Security department as part of the Safety and Justice Service Team. The Ordinance became effective on September 30, 2024, the end of the 45-day referendum period.

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

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

There is no specific racial equity impact associated with the proposed action.

### Community Participation Level and Impact

A public hearing for the proposed ordinance change occurred on July 23, 2024 at 9:00 a.m. at the Saint Paul City Hall/Ramsey County Courthouse - Council Chambers. Members of the community were invited to attend and provide input. This action is administrative only and provides the final amendment to the Administrative Code.

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

No fiscal impact. The established budgets and full-time equivalents from the existing Emergency Management and Homeland Security division, will support the Emergency Management and Homeland Security department in 2024. Future budgets and full-time equivalents will be combined into a single departmental budget.

**Last Previous Action**

On August 6, 2024, the Board of Commissioners adopted the proposed Emergency Management and Homeland Security department ordinance (Resolution B2024-292).

**Attachments**

1. Proposed Amendments to the Administrative Code Redlined Version Amended Pages Only
2. Proposed Final Version of Amendments to the Administrative Code Amended Pages Only

## **CHAPTER 4 ORGANIZATION OF DEPARTMENTS, OFFICES AND AGENCIES**

### **4.00.00 INTRODUCTION**

In accordance with the County Charter, Section 4.01 A., the following departments, offices and agencies shall comprise the organization of Ramsey County. The activities of these departments, offices and agencies are identified and defined in accordance with the Charter.

The Offices of the County Attorney and the County Sheriff are directed by elected officials. The Charter specifically states that provisions in Section 4.01 shall not apply to the elective Offices of the Sheriff and County Attorney.<sup>1</sup>

Service Teams align the organization of Ramsey County into four strategic groupings of departments, offices and agencies for the purpose of coordinating multi-department function and integrating high-level administrative implementation.

The following Service Teams are administered by Deputy County Managers appointed by the County Manager. (Res. # B2015-056)

- Information and Public Records
  - Communications and Public Relations
  - County Assessor
  - Enterprise and Administrative Services
  - Information Services
  - Property Tax, Records and Election Services
- Safety and Justice
  - County Attorney's Office
  - County Sheriff's Office
  - Emergency Communications
  - Emergency Management & Homeland Security
  - Medical Examiner
- Health and Wellness
  - Community Corrections
  - Social Services
  - Financial Assistance Services
  - Public Health
  - Veterans Services Administration
- Economic Growth and Community Investment
  - Community & Economic Development
  - Housing Stability
  - Library
  - Parks & Recreation
  - Property Management
  - Public Works
  - Workforce Solutions



<sup>1</sup> Underlined text indicates language contained in the Ramsey County Charter.

The Countywide Strategic Team is administered by the Director of Policy Analysis and Planning and includes the following departments and divisions administered by directors appointed by the County Manager, pursuant to the County Charter, Section 3.02:

- Finance
- Human Resources
- Policy Analysis and Planning

The following departments and divisions are administered by directors appointed by the County Manager and serving in the County's Classified Service, in accordance with Minnesota Statute, Sections 383A.283 and 383A.286:

- Affirmative Action
- Finance
- Human Resources

The following departments are administered by department directors through special appointment procedures which are summarized in each department's description:

- County Extension Service
- Medical Examiner
- Community Corrections

#### **4.00.05 Delegation of Authority**

Ramsey County department heads and/or departments have been granted the following broad-based, ongoing authorities delegated by the County Board of Commissioners:

- a. Department heads are authorized to approve leases for equipment rentals when the department has sufficient funds and the rental term either does not exceed 12 months or permits cancellation upon no more than 60 days' notice, such as postage meters.  
Source: County Board Resolution #80-1103.
- b. Expenditures for Citizen and Volunteer Committees: Department heads are authorized as the sole authority in each department to approve expenditures for citizen committees and volunteers, pursuant to opinions rendered by the Ramsey County Attorney, and limited to the amount budgeted by the County Board for each department. All supplemental appropriations shall be submitted to the County Board prior to incurring the expense. Department heads shall not delegate this authority to anyone else in the department under any circumstances.  
Source: County Board Resolution #84-376.
- c. Each department is authorized to make small order (micro) purchases in conformance with state statutes and federal regulations without formal competitive

solicitations. Each department shall notify the Procurement Manager of those who are authorized by the department head to make such purchases.

Source: County Board Resolution 2010-290 (superseded County Board Resolution #94-515).

- d. Each county department or agency may establish an imprest petty cash account, upon approval of the Director of Finance, for the purpose of making minor disbursements and to provide for making change. No single purchase from the account shall be more than \$50.

Before a department or agency establishes an imprest petty cash account, the department head shall present a request showing the need for the account to the director of Finance. The request will include the purpose for which the funds are to be used, the amount requested, and the name of the individual who will act as custodian of the account. The Director of Finance will approve or deny the request and notify the requesting department in writing of the decision.

Source: County Board Resolution #83-196.

- e. Department heads are authorized to approve tuition refunds for continuing education requirements when the courses are directly job related.

Source: County Board Resolution #80-1104.

Department-specific delegations of authority are summarized in the department descriptions that follow in this chapter.

#### **4.00.10 Outline of Chapter**

##### **Elected Officials:**

4.03 County Attorney's Office

4.06 County Sheriff's Office

##### **Other Related Units:**

4.12 County Extension Service

4.18 Workforce Solutions

4.24 Medical Examiner

##### **Staff Divisions:**

4.27 Affirmative Action

4.28 Health and Wellness Administration

4.32 Health Care Systems

4.33 Information Services

4.36 Human Resources

4.39 Policy Analysis and Planning

~~4.43 Emergency Management and Homeland Security~~

##### **Line Departments:**

- 4.46 Finance
- 4.48 Community Corrections
- 4.51 Social Services
- 4.52 Financial Assistance Services
- 4.53 Property Management
- 4.54 Parks & Recreation
- 4.55 Emergency Communications
- 4.56 **Emergency Management and Homeland Security**
- 4.57 Property Tax, Records and Revenue
- 4.58 County Assessor
- 4.59 Communications and Public Relations
- 4.60 Public Health
- 4.63 Public Works
- 4.64 Library
- 4.66 Veterans Services
- 4.68 Housing Stability
- 4.69 Enterprise and Administrative Services
- 4.70 Community & Economic Development

#### **4.00.20 Chapter Contents**

For each department, division or office description the following information is provided:

- 4.XX.10 Summary of the nature of the department, division or office.
- 4.XX.20 Identity of the lead administrative officer.
- 4.XX.30 Description of the key duties and responsibilities of the department, division or office.
- 4.XX.40 If appropriate, delegations of authority granted that specific department, division or office.
- 4.XX.50 List of reports made internally to either the County Board or the County Manager.

#### **4.03.00 COUNTY ATTORNEY'S OFFICE**

##### **4.03.10 Office Establishment**

Minnesota Statutes, Section 388.01, establishes that in each Minnesota county, there shall be a County Attorney who shall be elected by the people of the county for a term of four years.

When a vacancy occurs in the Office of the County Attorney, the County Board shall fill it by appointment, in accordance with Minnesota Statutes, Section 375.08.

#### **4.03.20 Director and Appointing Authority of Director**

The elected County Attorney is vested with the authority to direct office policy and employees.

In addition, the elected County Attorney is authorized, with the budgetary consent of the County Board, to appoint his/her assistants and staff employees.

#### **4.03.30 Duties and Responsibilities**

The County Attorney's duties are established by State law in Minnesota Statutes, Section 388.051, and by the Ramsey County Charter, as follows, to:

- a. Appear in all cases, civil and criminal;
- b. Give opinions and advice, upon the request of the County Board or any county officer, upon all matters in which the County is or may be interested, or in relation to the official duties of the Board or officers;
- c. Prosecute felonies, including the drawing of indictments found by the grand jury, and to the extent prescribed by law, gross misdemeanors, misdemeanors, petty misdemeanors and violations of city and county ordinances, charter provisions and rules or regulations;
- d. Attend before the grand jury, give them legal advice and examine witnesses in their presence;
- e. Request the court to issue subpoenas to bring witnesses before the grand jury or any other judge or judicial officer before whom the County Attorney is conducting a criminal hearing;
- f. Attend any inquest at the request of the Medical Examiner;
- g. Appear, when requested by the Attorney General, for the State in any case instituted by the Attorney General in the County Attorney's county or before the United States Land Office in case of application to pre-empt or locate any public lands claimed by the State and assist in preparation and trial;
- h. Maintain an annotated version of the Ramsey County Charter which notes any provisions of the Charter superseded by law, pursuant to Ramsey County Charter, Section 11.01;
- i. Pursuant to the Ramsey County Charter, Section 2.02 F., upon authorization by the County Board, to conduct an investigation into the affairs of the County and the conduct of any County department, office, agency, board or commission by subpoenaing witnesses, administering oaths, taking testimony, and requiring the production of evidence.

#### **4.03.40 Delegation of Authority (Res. B2021-084)**

The Ramsey County Attorney shall facilitate settlements as outlined in the settlement authority tiers below.

<b>Settlement Authority Level</b>	<b>Authority</b>
\$0-\$15,000	Ramsey County Enterprise Risk Manager and the Ramsey County Attorney's Office Civil Division Director (jointly delegated authority)
\$15,000.01-\$30,000	Ramsey County Manager, Ramsey County Chief Financial Officer and Ramsey County Attorney, or their designees (jointly delegated authority)
Greater than \$30,000	Ramsey County Board via closed meeting

Please refer to Admin Code 3.40.21 for claims settlement authority.

\*\*\* below shows the referred section 3.40.21 - Claims

**3.40.21 Claims (Res. #94-211)**

- a. The Ramsey County Manager shall settle claims in accordance with the following authority levels

<b><u>Settlement Authority Level</u></b>	<b><u>Authority</u></b>
<u>\$0-\$15,000</u>	<u>Ramsey County Enterprise Risk Manager and the Ramsey County Attorney's Office Civil Division Director (jointly delegated authority)</u>
<u>\$15,000.01-\$30,000</u>	<u>Ramsey County Manager, Ramsey County Chief Financial Officer and Ramsey County Attorney, or their designees (jointly delegated authority)</u>
<u>Greater than \$30,000</u>	<u>Ramsey County Board via close meeting</u>

- b. Exceptions:

1. The County Manager's authority does not apply to tax valuation cases or child support cases, which the County Attorney has authority to resolve pursuant to state or federal laws.
2. This provision does not apply to workers' compensation cases, because payments are made pursuant to state statute or court order.
3. County Board approval shall be obtained, if required by state law, for certain payments to highly-compensated employees.  
Source: Minn. Stat. 465.722.

**4.03.50 Reporting Requirements**

The County Attorney's reporting requirements to the County Board are limited

to budgetary items relating to the operation of the County Attorney's office.

## **4.06.00 COUNTY SHERIFF'S OFFICE**

### **4.06.10 Office Establishment**

Minnesota Statutes, Section 382.01, provides that in each Minnesota county, there shall be a Sheriff who shall be elected by the people of the county for a term of four years. The first Ramsey County Sheriff was elected in 1849, nine years before the establishment of the State of Minnesota.

When a vacancy occurs in the Office of the County Sheriff, the County Board shall fill it by appointment, in accordance with Minnesota Statutes, Section 375.08.

### **4.06.20 Director and Appointing Authority of Director**

The elected Sheriff is vested with the authority to direct office policy and employees.

In addition, the elected Sheriff is authorized, with the budgetary consent of the County Board, to appoint other employees in the office.

### **4.6.30 Duties and Responsibilities**

The Sheriff's duties are established in Minnesota Statutes, Chapter 387, as follows, to:

- a. Keep and preserve the peace of the county;
- b. Keep and apprehend all felons;
- c. Execute all processes, writs, precepts, and orders issued or made by lawful authority and delivered to the Sheriff;
- d. Serve all papers, post all notices named by law to be served or posted in behalf to the State or County, including all papers to be served or notices to be posted by the County Commissioners, County Auditor, or by any other County officer;
- e. Attend upon the terms of the District Court;
- f. Perform all of the duties pertaining to the office, including searching and dragging for drowned bodies and searching and looking for lost persons; and
- g. Have the charge and custody of the County jail and receive and safely keep therein all persons lawfully committed thereto and not release any person therefrom unless discharged by due course of law.

### **4.06.40 Delegation of Authority**

The Ramsey County Sheriff is designated to act on behalf of the Board of Ramsey

County Commissioners as an employer in any labor agreements between the County of Ramsey and Teamster Local No. 320 for the administration of articles in the labor agreement relating to the selection, direction, discipline and discharge of employees in his department, pursuant to the labor agreement. The Board of Ramsey County Commissioners shall cooperate with the Sheriff in negotiating future labor agreements involving employees of the Ramsey County Sheriff's Office. All other matters are the responsibility of the Board of Ramsey County Commissioners, who is the final budget authority.

Source: Ramsey County Board Resolution #82-193.

#### **4.06.50 Reporting Requirements**

The Sheriff's reporting requirements to the County Board are limited to budgetary items relating to the operation of the Sheriff's Office.

#### **4.12.00 COUNTY EXTENSION SERVICE**

##### **4.12.10 Department Establishment**

The County Extension Service is maintained through the Minnesota Extension Service of the University of Minnesota, as a partnership of the Federal, State and County governments, in accordance with Minnesota Statutes, Sections 38.33 through 38.38. The extension work is completed under the direction and supervision of the Dean and Director of the Minnesota Extension Service, or the Director's designee, acting with the County Extension Committee.

The County Extension Committee must have nine members consisting of two County Commissioners, a member of County administration and six members appointed by the County Board.

The County may incur expenses and expend money for County Extension work at a rate which reflects the county's monetary share as recommended by the County Board. The appropriation must be spent under the direction of the Director of Extension, acting with the County Extension Committee.

##### **4.12.20 Director and Appointing Authority of Director**

The Director of County Extension shall be appointed by the Dean and Director of the Minnesota Extension Service. The Ramsey County Extension Committee shall review all final candidates. The appointment will be made following consultation with and approval of the Ramsey County Extension Committee. The County Extension Director will be a University employee and must be employed according to University personnel procedures.

In cooperation with the Ramsey County Extension Committee, the County Extension Director will supervise and review county agent performance as well as coordinate the appointment, transfer, suspension or removal of county extension staff in accordance with University personnel procedures.

Paraprofessional educators will be appointed, supervised, reviewed, transferred, suspended or removed by the County Extension Director or designee in accordance

with University of Minnesota Civil Service policies.

Other staff, including office support staff and seasonal employees, will be appointed, supervised, reviewed, transferred, suspended or removed by the County Extension Director or designee in accordance with either the Ramsey County personnel or the University of Minnesota Civil Service policies, whichever is applicable to the position.

#### **4.12.30 Duties and Responsibilities**

In accordance with Minnesota Statutes, Sections 38.33 through 38.38, in cooperation with the County Extension Committee, and under the supervision of the County Extension Director, the Extension Service shall have the following duties and responsibilities, to:

- a. Annually, plan and develop a program of work in cooperation with the County Extension Committee, Minnesota Extension Service and the USDA, in accordance with Minnesota Statutes, Section 38.37;<sup>2</sup>
- b. Provide educational programs and services in the areas of agriculture, economic and human development, community leadership and environmental and natural resources; and
- c. Facilitate the exchange of information with the University of Minnesota and the community, advancing the impact of information, non-credit, research-based education.

#### **4.12.40 Delegation of Authority**

There are no delegations of authority specifically given to the County Extension Service.

#### **4.12.50 Reporting Requirements**

The Extension Service will prepare and submit the following reports:

- a. An annual budget, in accordance with County guidelines, which will be submitted to the County Board, pursuant to Minnesota Statutes, Section 38.36; and
- b. A record of all County Extension committee proceedings, pursuant to Minnesota Statutes, Section 38.38.

#### **4.18.00 Workforce Solutions**

##### **4.18.10 Department Establishment**

Ordinance 2000-204 (June 13, 2000) authorized the establishment of a department merging the functions of Ramsey County Job Training Program, the City of Saint Paul Workforce Development Program, and the Ramsey County Minnesota Family Investment Program – Employment Services Program.

Workforce Solutions is an operating department that administers Federal and State-



funded employment programs. The primary Federal legislation regulating operation of the department is the Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128.

The Governor of the State of Minnesota designated Ramsey County, including the City of Saint Paul, as a Local Workforce Development Area (LWDA) for the operation of workforce development programs under WIOA at the local level. The County and the City have appointed members of a Local Workforce Development Board, known locally as the Workforce Innovation Board (WIB) of Ramsey County, in accordance with the provisions of the Joint Powers Agreement between the County and the City of Saint Paul and WIOA. A request for certification of the WIB is submitted to the Governor every two years. The WIB members shall be appointed for two-year terms. The WIB shall develop its own bylaws.

#### **4.18.20 Director and Appointing Authority of Director**

The Director of the Workforce Solutions Department shall be appointed by the County Manager, or the County Manager's designee, as provided for in Chapter 3 of the Home Rule Charter and Chapter 3 of the Administrative Code. The Department Director shall also serve as the WIB Executive Director.

The Director of Workforce Solutions shall appoint, review, transfer, suspend or remove subordinates within that Department as authorized by Section 3.02 A. of the Charter.

#### **4.18.30 Duties and Responsibilities**

Under the supervision of the Director of Workforce Solutions, the Department shall have authority over the following programs: WIOA Title 1 – Adult and Dislocated Worker Programs, WIOA Title 1 – Youth Programs, MN Statute 116L.17 – State Dislocated Worker Programs, MN Statute 116L.56- Minnesota Youth Program, Social Security Act – Part A of Title IV Programs (TANF). The department will have the following duties and responsibilities:

- a. Provide vocational assessment and counseling to assist eligible clients in making career decisions that are relevant to their abilities;
- b. Provide vocational training, job search skills, on-the-job training or work experience, and job development/placement services to assist eligible clients in obtaining unsubsidized employment to become economically self-sufficient;
- c. Provide at-risk youth, ages 14-24, with meaningful and well-supervised work experience, orientation to work, life skills training and basic skills training to increase their future employability;
- d. Provide case management and employment and training services for families receiving Temporary Assistance to Needy Families (TANF) under the Minnesota Family Investment Program (MFIP), to help them prepare for the labor market and become independent of public assistance;

- e. Provide employment and training services to individuals who have been laid off and/or are seeking employment services and are living and/or working in suburban Ramsey County;
- f. Engage private sector and other community representatives in planning, implementing, monitoring and evaluating employment and training programs to ensure relevant programming to the needs of Ramsey County residents; and
- g. Provide staff support for the WIB.

#### **4.18.40 Delegation of Authority**

There are no delegations of authority specifically given to Workforce Solutions.

#### **4.18.50 Reporting Requirements**

The WIOA Program will prepare and submit annually the following reports to the commissioners representing the County on the WIB:

- a. Quarterly participant reports by program, including plan versus actual performance, client characteristics, placement statistics, and performance standards;
- b. Financial reports by program; and
- c. Other reports as requested by the County Board, the Saint Paul City Council, or the WIB.

### **4.24.00 MEDICAL EXAMINER**

#### **4.24.10 Office Establishment**

The Medical Examiner's office is a separate operating department within the County, under the direction of the Medical Examiner.

#### **4.24.20 Director and Appointing Authority of Director**

The Medical Examiner shall be appointed by the County Board as provided under Minnesota Statutes, Section 390.005, and other relevant laws.

#### **4.24.30 Duties and Responsibilities**

Minnesota Statutes, Section 390.11, mandates the responsibilities of the Medical Examiner.

#### **4.24.40 Delegation of Authority**

There are no delegations of authority specifically given to the Medical Examiner's Office.

#### **4.24.50 Reporting Requirements**

The Medical Examiner submits a budget on an annual basis to the County Manager.

### **4.27.00 AFFIRMATIVE ACTION**

#### **4.27.10 Division Establishment**

There shall be an Affirmative Action Division, which shall be a Division of the County Manager's Office and shall be under the direction and supervision of the County Manager. The Division shall provide equal opportunity/affirmative action directions to all County departments, offices and agencies to attain equal opportunity in employment and services.

#### **4.27.20 Director and Appointing Authority of Director**

The Director of Affirmative Action Programs is a classified County position, in accordance with Minnesota Statutes, Section 383A.286, Subdivision 2(c), subject to all the laws and rules that pertain to the Classified Service.

The Director of Affirmative Action Programs shall be appointed by the County Manager as provided for in Chapter 3 of the Administrative Code. The appointment shall be based upon merit, fitness and ability to perform the duties of the position.

The transfer, suspension or removal of the Director is subject to the laws and rules that pertain to the Classified Service.

The Director of Affirmative Action Programs shall appoint, review, transfer, suspend or remove subordinates within that office as authorized by Section 3.02 A. of the Charter.

#### **4.27.30 Duties and Responsibilities**

Under the supervision of the Director of Affirmative Action Programs, the Division shall have the following duties and responsibilities, to:

- a. Write and administer an Affirmative Action Program which is in accordance with all applicable equal employment opportunity/affirmative action laws and regulations of the Federal and State governments and County Board policy;
- b. Investigate discrimination complaints and violations of the Affirmative Action Plan and facilitate specialized advice and counseling to County employees to resolve complaints;
- c. Design, collect and analyze data to assess the progress of the program and

report where further action is needed;

- d. Establish affirmative action hiring goals and timetables for the employment of minorities, women and the disabled for all County departments, offices and agencies; and
- e. Coordinate and assist in the recruitment of minorities, women and disabled for County positions.

#### **4.27.40 Delegation of Authority**

There are no delegations of authority specifically given to the Affirmative Action Division.

#### **4.27.50 Reporting Requirements**

The Affirmative Action Division shall report annually to the County Manager on the progress of the Affirmative Action Program per County Board Resolution #84-767 and submit other reports as requested by the County Board and/or County Manager.

### **4.28.00 HEALTH AND WELLNESS ADMINISTRATION**

#### **4.28.10 Division Establishment**

Pursuant to County Resolution #B2015-422, there shall be a Health and Wellness Administration Division which shall be a line division of the Health and Wellness Service Team and shall be under the direction and supervision of the County Manager. The Health and Wellness Administration Division shall provide staff, support, and administrative functions to the Financial Assistance Services Department, Social Services Department, and internally within the Division.

#### **4.28.20 Director and Appointing Authority of the Director**

The Director of the Health and Wellness Administration Division shall be appointed by the County Manager as provided for in Chapter 3 of both the Charter and the Administration Code.

The Director of the Health and Wellness Administration Division shall appoint, review, transfer, suspend or remove subordinates within the division as authorized by Section 3.02A of the Charter.

#### **4.28.30 Duties and Responsibilities**

The Health and Wellness Administration Division shall have the following duties and responsibilities within the Financial Assistance Services Department, Social Services Department and internally within the Division to:

- a. Provide business systems & support services such as help desk, management analysis, data analysis, records management, and facilities services directly

related to the business functions;

- b. Provide financial services relating to the management of personnel and fiscal. Included in these services are the preparation of an annual budget, ongoing budget monitoring, accounting services, revenue collection, and payroll functions;
- c. Perform such other Administration functions including procurement, contract management, planning, research and evaluation;
- d. Implement and coordinate shared Administration services at the direction of the Deputy County Manager for the Health and Wellness Service Team.

#### **4.28.40 Delegations of Authority**

There are no delegations of authority specifically given to the Health and Wellness Administration Division.

#### **4.28.50 Reporting Requirements**

The Health and Wellness Administration Division shall prepare and submit the following reports to the County Manager:

- a. Annual budget
- b. Annual report for each consumer group, including additional outcome material that demonstrates how purchase-of-service contracts and/or agreements are meeting the county's priorities and outcomes that demonstrate program effectiveness, per County Board Resolution 94-271.

### **4.33.00 INFORMATION SERVICES**

#### **4.33.10 Office Establishment**

The Data Processing Department was established as a single county-wide Department on January 24, 1972, Resolution #9-1062. The name was changed on February 1, 1994 to Department of Information Services. On March 14, 1977, Resolution #77-343, an Enterprise Fund Accounting System (now called an Internal Service Fund) was established for the Department. The Department is under the direction and supervision of the County Manager.

#### **4.33.20 Director and Appointing Authority of Director**

The Director of Information Services shall be appointed by the County Manager as provided for in Chapter 3 of both the Charter and the Administrative Code.

The Director of Information Services shall appoint, review, transfer, suspend or remove subordinates within that office as authorized by the Ramsey County Charter in Chapter 3 Section 3.02 A.

#### **4.33.30 Duties and Responsibilities**

Under the supervision of the Director of Information Services the Department shall have the following duties and responsibilities, to:

- a. Consult with, define, and develop systems applications for County departments;
- b. Develop and implement hardware and program applications;
- c. Operate and maintain mainframe computer and related equipment;
- d. Establish central data entry and control functions;
- e. Support the development and implementation of micro- computing, word processing, and office automation applications for County departments;
- f. Apply technical innovations and developments to the County systems;
- g. Prepare the Department's annual audited financial report according to generally accepted accounting principles as promulgated by the Governmental Accounting Standards Board;
- h. Prepare annual rates to be charged for Information Services for submission to the Ramsey County Board of Commissioners; and
- i. Provide Ramsey County with centralized records management including, document storage, confidential destruction, and micrographics.

#### **4.33.40 Delegation of Authority**

There are no delegations of authority specifically given to the Department of Information Services.

#### **4.33.50 Reporting Requirements**

The Department of Information Services will prepare and submit the following reports to the County Board:

- a. An annual audited financial report is submitted after each calendar year end;
- b. Request to establish annually the rates for department services; and
- c. Other reports as requested by the County Board and/or County Manager.

#### **4.36.00 HUMAN RESOURCES**

#### **4.36.10 Department Establishment**

The Human Resources Department was created by the Ramsey County Personnel Act (Minnesota Statutes, Section 383A.281 et seq). The Department operates under the Director of Human Resources who reports directly to the County Manager.

#### **4.36.20 Director and Appointing Authority of Director**

The Director of Human Resources is a classified County position, in accordance with Minnesota Statutes, Section 383A.283, Subdivision 2, subject to all the laws and rules that pertain to the Classified Service.

The Director of Human Resources is appointed by the County Manager, subject to the approval of the County Board, in accordance with Minnesota Statutes, Section 383A.283, Subdivision 2 of the Ramsey County Personnel Act. The appointment shall be based on merit and fitness as determined by a competitive examination.

The transfer, suspension or removal of the Director by the County Manager is subject to the laws and rules that pertain to the Classified Service.

The Director of Human Resources shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by Section 3.02 A. Charter.

#### **4.36.30 Duties and Responsibilities**

Under the supervision of the Director of Human Resources, the Department shall have following duties and responsibilities, to:

- a. Develop personnel policies conducive to providing and maintaining a workforce that meets the needs of County departments;
- b. Ensure compliance with the Ramsey County Personnel Act, Personnel Rules, union contracts, County Board resolutions and all other laws and regulations governing personnel administration in Ramsey County;
- c. Recruit qualified applicants and fill vacancies through a competitive process;
- d. Develop and maintain a classification/compensation plan that insures internal pay equity and provides external competitiveness with other employees;
- e. Negotiate and administer collective bargaining agreements that balance the goals and objectives of the County with the needs and aspirations of organized employees;
- f. Develop and manage an employee and retiree insurance benefits program that will meet the needs of employees and retirees containing costs to County taxpayers and benefit plan participants. Ensure that costs are consistent with the value received. Maintain all insurance benefit records of employees and retirees;

- g. Provide a training and development program and performance appraisal process that will improve the skills and commitment of County employees and assist them in attaining their career goals;
- h. Develop and maintain an employee recognition program that will enhance the quality of work life for employees;
- i. In conjunction with the County Attorney's Office, identify, analyze, manage and monitor workers' compensation risks to prevent and/or minimize the consequences of loss by using appropriate risk management techniques, including risk financing;
- j. In conjunction with the County Attorney's Office, assess fluctuating exposures to workers' compensation loss, loss bearing capacity and available financial resources on an ongoing basis; ensure proper actuarial basis to liability funding, and manage such funds; and direct departments on proper funding levels for insured and self-funded programs;
- k. Design, manage and evaluate all occupational health and safety programs and plans using generally accepted occupational health and safety practices; and
- l. Ensure that work and public service environments are reasonably free from hazards to persons and property and comply with Federal and State laws.

#### **4.36.40 Delegation of Authority**

There are no delegations of authority specifically given to the Human Resources Department.

#### **4.36.50 Reporting Requirements**

The majority of reports submitted to the County Board and the County Manager are for informational purposes and are provided on an "as needed" basis. In addition to the following reports which are submitted on a regular basis, the Department will provide other reports as requested by the County and/or County Board.

- a. Annual report to the County Manager on sick leave usage by department;
- b. Annual report to the County Board on appointments above the minimum in the Department Head/ Division Director Compensation Plan per County Board Resolution #88-671;
- c. Annual report to the County Board on non-bargaining unit classifications above the Pay Equity Corridor that became vacant and were brought into the Corridor; and
- d. Results of Requests for Proposals for County benefit plans that are conducted per State Statutes or earlier as deemed necessary by the Department.



## **4.39.00 POLICY ANALYSIS AND PLANNING**

### **4.39.10 Division Establishment**

There shall be a Policy Analysis and Planning Division which shall be a Division of the County Manager's Office and shall be under the direction and supervision of the County Manager.

### **4.39.20 Director and Appointing Authority of Director**

The Director of Policy Analysis and Planning shall be appointed by the County Manager as provided for in Chapter 3 of both the Charter and the Administrative Code.

The Director of Policy Analysis and Planning shall appoint, review, transfer, suspend or remove subordinates within that office as authorized by Section 3.02 A. of the Charter.

### **4.39.30 Duties and Responsibilities**

Under the supervision of the Director of Policy Analysis and Planning, the Division shall have the following duties and responsibilities, to:

- a. Support the policy makers of Ramsey County in their decision-making process;
- b. Investigate alternative policy options by applying analytical tools in a formal and deliberate manner to specific policy issues, while taking community and organizational dynamics into consideration;
- c. Be responsive to the information and analytic needs of the County Board and County Manager;
- d. Anticipate and develop policies where necessary for the County Board, County Manager, County departments and divisions;
- e. Review and modify existing County policies where appropriate;
- f. Assist in implementation and/or evaluation activities related to County policies on an as needed basis;
- g. Operate in cooperation with all County departments and divisions;
- h. Develop reports for the County Board and County Manager and present the findings, conclusions and recommendations of all reports;
- i. Staff the Charter Commission, including preparation of materials, notification of meetings and taking of meeting minutes; and
- j. Other duties as assigned by the County Manager.

#### **4.39.40 Delegation of Authority**

There are no delegations of authority specifically given to the Policy Analysis Division.

#### **4.39.50 Reporting Requirements**

The Policy Analysis Division will prepare and submit specialized policy and planning reports to the County Board and the County Manager as needed or as requested.

### ~~4.43.00 EMERGENCY MANAGEMENT AND HOMELAND SECURITY~~

#### ~~4.43.10 Division Establishment~~

~~In accordance with Title 42 U.S. Code § 5121, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and in accordance with Minnesota Statutes, Section 12.25, Subdivisions 1 through 5, there shall be a Division of Emergency Management and Homeland Security which shall be a line division of the Safety and Justice Service Team and shall be under the direction and supervision of the County Manager.~~

#### ~~4.43.20 Director and Appointing Authority of Director~~

~~The Director of the Division of Emergency Management and Homeland Security shall be appointed by the County Board as required in Minnesota Statutes, Section 12.25 Subd. 2.~~

~~The Director of the Division of Emergency Management and Homeland Security shall appoint, review, transfer, suspend or remove subordinates within that division as authorized by Section 3.02 A. of the County Charter.~~

#### ~~4.43.30 Duties and Responsibilities~~

~~The Division of Emergency Management and Homeland Security shall have the following duties and responsibilities:~~

- ~~a. Plan for, and manage a comprehensive countywide approach to emergency management and homeland security;~~
- ~~b. Coordinate, facilitate, staff and/or manage the work of an interdisciplinary team of professionals including appropriate county and local government officials and private sector representatives responsible for planning for the emergency operations of county and local government, infrastructure and buildings, peace and police representatives, including the Sheriff;~~
- ~~c. Coordinate the activities of and provide assistance in the training of emergency management organizations of political subdivisions throughout the county in accordance with Minnesota Statutes, Section 12.25. Subd. 2 (c) subsection 1;~~
- ~~d. Develop and implement systems and organization for coordinated, timely, and~~

~~appropriate emergency management and homeland security prevention, plans, response, recovery, and mitigation pursuant to Title 42 U.S. Code § 5121 et seq.~~

#### **4.43.40 Delegation of Authority**

~~The Director of the Emergency Management and Homeland Security has been granted the following delegations of authority by the County Board of Commissioners.~~

- ~~a. The Director of the Emergency Management and Homeland Security Division is authorized to designate specific County facilities as County Emergency Operations Centers and to direct the Property Management Department to cancel or reschedule planned activities in those facilities in cases of emergency.~~

#### **4.43.50 Reporting Requirements**

~~The Division of Emergency Management and Homeland Security shall prepare and submit the following reports for the County Board:~~

- ~~a. Annual budget;~~
- ~~b. Specialized reports, analysis, and summaries of the County Emergency Operations Plan as needed or requested by the County Board and the County Manager.~~

**4.45.00** (see 4.03.00 County Attorney, and 4.36.00 Human Resources)

### **4.46.00 FINANCE**

#### **4.46.10 Department Establishment**

There shall be a Finance Department which shall be a Department of the Countywide Strategic Team and shall be under the direction and supervision of the County Manager.  
Source: County Board Resolution 2012-303

#### **4.46.20 Director and Appointing Authority of Director**

The Director of Finance is a classified County position, in accordance with Minnesota Statutes, Section 383A.286, Subdivision 2(c), subject to all of the laws and rules that pertain to the Classified Service.

The Director of Finance shall serve as the Chief Financial Officer for the County and shall be appointed by the County Manager as provided for in Chapter 3 of the Administrative Code. The appointment shall be based upon merit, fitness and ability to perform the duties of the position.

The transfer, suspension or removal of the Director is subject to the laws and rules that pertain to the Classified Service.

The Director of Finance shall appoint, review, transfer, suspend or remove subordinates within that office as authorized by Section 3.02 A. of the Charter.

#### **4.46.30 Duties and Responsibilities**

Under the supervision of the Director of Finance, the Department shall have the following duties and responsibilities, to:

- a. Administer the financial affairs of Ramsey County government to ensure the accountability of public funds based on laws, rules and regulations of the Federal and State governments and County Board policy;
- b. Assist in the financial analysis and annual preparation of the County's proposed operating budget and the proposed capital improvement program budget;
- c. Annually administer the County's approved operating budget and the approved Capital Improvements Program budget;
- d. Maintain and improve the county-wide accounting, procurement and payroll systems based on generally accepted accounting principles;
- e. Provide centralized financial management and processing of all County-wide cash receipts and disbursements for County operating and fiduciary functions;
- f. Manage internal and external audits and prepare the County's comprehensive annual financial report according to generally accepted accounting principles as promulgated by the Governmental Accounting Standards Board; and
- g. Advise and assist the County Board, County Manager, and County departments in the areas of financial management;
- h. Provide cash management, investment management, and debt financing services in compliance with the laws of the State of Minnesota. Interest and profits accruing from such investments shall, when collected, be credited to the appropriate County funds. (The Investment function was transferred from the Property Records and Revenue Department to the Finance Department pursuant to County Board Resolution #98-483. Previous Source: County Board Resolution #82-991);
- i. Provide centralized management of the Countywide procurement function.  
Source: County Board Resolution 2010-124.

#### **4.46.40 Delegation of Authority**

In a three-part delegation of authority related to public works construction contracts, the Director of Finance is authorized to make the budget adjustments within the limits set by the County Board.

See Section 3.40.27 f., County Manager, and Section 4.63.40, for delegations to the County Manager and the Public Works Director.  
Source: County Board Resolution #89-224.

#### **4.46.50 Reporting Requirements**

The Finance Department will prepare and submit the following reports to the County Manager:

- a. Proposed annual operating budget and capital improvements program budget;
- b. Comprehensive annual financial report;
- c. Monthly report on contracts and final payments approved by the County Manager and County Procurement Manager for approval by the County Board. Source: County Board Resolution 2010-290 (superseded County Board Resolution #83-598);
- d. Annual report on expenditures of the Sheriff's Criminal Forfeitures Fund per County Board Resolution #86-681;
- e. Annual report on expenditures of the County Attorney's Criminal Forfeiture Fund per County Board Resolution #86-680;
- f. Annual report to the County Board on per diems for County facilities that were approved by the County Manager per County Board Resolution #80-1103; and
- g. Other reports as requested by the County Board and/or County Manager.

#### **4.46.60 Procurement Manager**

There may be a county Procurement Manager who shall be appointed by the Director of Finance. Source: County Board Resolution 2010-290

Under the supervision of the Director of Finance, the Procurement Manager shall have the following duties and responsibilities:

- a. Contract with other governmental units to promote competitive bidding, effect economies in volume buying, and provide better service;  
Source: County Board Resolution 2010-290.
- b. Approve contracts and procurements up to the authority granted to and delegated by the County Manager;  
Source: County Board Resolution 2010-290.
- c. Approve requirements for use of performance and payment bonds or equivalent financial securities in conformance with state statutes, federal regulations and county policies;  
Source: County Board Resolution 2010-290.
- d. Develop operating procedures to implement procurement, solicitation and contracting policies in conformance with state statutes, federal regulations and

county policies.  
Source County Board Resolution 2010-290.

#### **4.46.70 Enterprise Risk Manager**

There will be an Enterprise Risk Manager who shall be appointed by the Director of Finance. Source: County Board Resolution 2017-047

Under the supervision of the Director of Finance, the Enterprise Risk Manager shall have the following duties and responsibilities:

- a. Identify, analyze, manage and monitor risks to prevent and/or minimize the consequences of loss by using appropriate risk management techniques, including risk financing.
- b. Assess fluctuating exposures to loss, loss bearing capacity and available financial resources on an ongoing basis; ensure proper actuarial basis to liability funding, and manage such funds; and direct departments on proper funding levels for insured and self-funded programs.
- c. Ensure contracts contain equitable indemnification provisions and insurance requirements, and compliance by contractor.
- d. Manage all suits, demands and claims against the County, consistent with the law and County Board policy; monitor the liability developments and appropriateness of financial reserves for all suits, demands and claims (including incurred but not reported) against the County; advise the County Manager regarding the financial impact of all resolutions of suits, demands and claims proposed by the County Attorney to the County Board.
- e. Determine the required insurance limits and coverages of all County contractors the County enters into agreements with.
- f. Facilitate settlements as outlined in the settlement authority tiers.

<b>Settlement Authority Level</b>	<b>Authority</b>
\$0-\$15,000	Ramsey County Enterprise Risk Manager and the Ramsey County Attorney's Office Civil Division Director (jointly delegated authority)
\$15,000.01-\$30,000	Ramsey County Manager, Ramsey County Chief Financial Officer and Ramsey County Attorney, or their designees (jointly delegated authority)
Greater than \$30,000	Ramsey County Board via closed meeting

#### **4.48.00 COMMUNITY CORRECTIONS**

##### **4.48.10 Department Establishment**

Minnesota Statutes, Section 383A.404, provides that the Ramsey County Community Corrections Department be established in connection with the courts of the Second Judicial District.

#### **4.48.20 Director and Appointing Authority of Director**

Minnesota Statutes, Section 383A.404, provides that the Director shall be appointed by and serve at the pleasure of a Corrections Management Committee comprised of three judges of the Second Judicial District appointed by the Chief Judge of the district and three members of the County Board of Commissioners appointed by the Chair of the Board. The County Manager shall participate in the selection process by reviewing the applications and making a recommendation to the three commissioners participating on the Corrections Management Committee.

The Director may employ an Assistant Director, a superintendent, and assistant superintendent for each correctional facility in the County, and three principal assistants or division supervisors, all of whom shall serve at the pleasure of the Director in the Unclassified Service. The Director shall define the duties of these employees and may delegate powers, duties and responsibilities to them.

#### **4.48.30 Duties and Responsibilities**

Under the supervision of the Director of Community Corrections, the Department shall have the following duties and responsibilities, to:

- a. Supervise adults and juveniles placed on probation by the court, keep accurate records and report to the court;
- b. Conduct and prepare court ordered investigations and make disposition recommendations;
- c. Perform the duties required of probation officers by law;
- d. Provide for various court ordered evaluations;
- e. Facilitate the collection of restitution from offenders and its reimbursement to victims of crime;
- f. Conduct custody and visitation investigations and assist with other Domestic Relations' issues as ordered by the court;
- g. Perform other acts in relation to the above listed duties and other services as ordered by the court; and
- h. Management and control of the operations of the correctional institutions -- the Workhouse, Juvenile Detention and Boys Totem Town Residential Treatment Center -- in accordance with Minnesota Statutes, Section 383A.405.

#### **4.48.40 Delegation of Authority**

There are no delegations of authority specifically given to the Community Corrections Department.

#### **4.48.50 Reporting Requirements**

The Director shall report, annually, to the District Court of the Second Judicial District with reference to the conditions and disposition and other pertinent facts relative to the work of the Department and shall furnish a copy of the report to the County Board of Commissioners, the Commissioner of Human Services, and to the Commissioner of Corrections as provided for in Minnesota Statutes, Section 383A.405.

### **4.51.00 SOCIAL SERVICES**

#### **4.51.10 Department Establishment**

The Community Human Services Department was established effective January 1, 1980, by County Board Resolution 79-1322 (December 3, 1979). The Department, which is under the direction and supervision of the County Manager, is charged with carrying out the responsibilities and authorities of the County Board for the provision of Social Services and Mental Health Program as required or allowed under Federal or State Law, Rule and Regulation. By Minnesota Law, provision of these services is supervised by the State of Minnesota through the Commissioner of Human Services and administered by county boards.

#### **4.51.20 Director and Appointing Authority of Director**

The Director of the Social Services Department shall be appointed by the County Manager as provided for in Chapter 3 of both the Charter and the Administrative Code. The Director of the Social Services Department shall appoint, review, transfer, suspend or remove subordinates within that Office as authorized by Section 3.02 A. of the County Charter.

#### **4.51.30 Duties and Responsibilities**

Under the supervision of the Director of Social Services, the Department shall have the following duties and responsibilities, to:

- a. Provide directly, or through contract, social service and mental health programs as required or authorized by the Laws, Rules, and Regulations of the Federal and State of Minnesota governments and County Board policy;
- b. Oversee the management and operations of Lake Owasso Residence (LOR) and the Ramsey County Care Center (RCCC);
- c. Monitor and evaluate the quality of the services provided;
- d. Develop and recommend standards to ensure compliance with all appropriate



agency, state, and national standards;

- e. Annually prepare a requested operating budget for the Department and to administer the budget as approved by the County Board; and
- f. Manage the personnel and fiscal resources authorized by the Board to ensure that services and programs are provided in an efficient, cost effective manner.

#### **4.51.40 Delegation of Authority**

The Department of Social Services has been granted the following delegations of authority by the County Board of Commissioners.

- a. Community-Based Waivered Services. The Director of Social Services, or a designee, is authorized to execute the individual agreements on behalf of Ramsey County and its Social Services Department for agreements to be used for services for people with developmental disabilities placed in Title 19 waivered services facilities.

Source: County Board Resolution #84-736.

#### **4.51.50 Reporting Requirements**

The Social Services Department shall prepare the following reports for the County Board:

- a. Annual budget;
- b. Annual report for each consumer group, including additional outcome material that demonstrates how purchase-of-service contracts and/or agreements are meeting the county's priorities and outcomes that demonstrate program effectiveness, per County Board Resolution 94-271;
- c. Reports as needed or requested by the County Board and the County Manager.

### **4.52.00 FINANCIAL ASSISTANCE SERVICES**

#### **4.52.10 Department Establishment**

The Community Human Services Department was established effective January 1, 1980, by County Board Resolution 79-1322 (December 3, 1979). The Department, which is under the direction and supervision of the County Manager, is charged with carrying out the responsibilities and authorities of the County Board for the provision of Income Maintenance as required or allowed under Federal or State Law, Rule and Regulation. By Minnesota Law, provision of these services is supervised by the State of Minnesota through the Commissioner of Human Services and administered by county boards.

#### **4.52.20 Director and Appointing Authority of Director**

The Director of the Financial Assistance Services Department shall be appointed by the County Manager as provided for in Chapter 3 of both the Charter and the Administrative Code.

The Director of the Financial Assistance Services Department shall appoint, review, transfer, suspend or remove subordinates within that Office as authorized by Section 3.02 A. of the County Charter.

#### **4.52.30 Duties and Responsibilities**

Under the supervision of the Director of Financial Assistance Services, the Department shall have the following duties and responsibilities, to:

- a. Provide income maintenance programs/services in accordance with Laws, Rules and Regulations of the Federal and State of Minnesota governments and County Board policy;
- b. Annually prepare a requested operating budget for the Department and to administer the budget as approved by the County Board;
- c. Manage the personnel and fiscal resources authorized by the Board to ensure that services and programs are provided in an efficient, cost effective manner; and

#### **4.52.40 Delegation of Authority**

There are no specific delegations of authority granted to the Financial Assistance Services Department.

#### **4.52.50 Reporting Requirements**

The Financial Assistance Services Department shall prepare the following reports for the County Board:

- a. Annual budget
- b. Annual report for each consumer group, including additional outcome material that demonstrates how purchase-of-service contracts and/or agreements are meeting the county's priorities and outcomes that demonstrate program effectiveness, per County Board Resolution 94-271;

### **4.53.00 PROPERTY MANAGEMENT**

#### **4.53.10 Department Establishment**

There shall be a Property Management Department of the Economic Growth and Community Investment Service Team and shall be under the direction and supervision of the County Manager.

#### **4.53.20 Director and Appointing Authority of Director**

The Director of the Property Management Department shall be appointed by the County Manager, or the County Manager's designee, as provided for in Chapter 3 of the Ramsey County Home Rule Charter and Chapter 3 of the Administrative Code.

The Director of the Property Management Department shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by Section 3.02.A of the Ramsey County Charter.

#### **4.53.30 Duties and Responsibilities**

Under the supervision of the Director of Property Management, the Department shall have the following duties and responsibilities, to:

- a. Manage and administer all County real property interests, including leases; acquisitions; sales; conveyances; construction; deconstruction; building operations and maintenance; renovation; repair; energy management; and physical security;
- b. Assess, plan, program and construct or remodel facilities to be safe, efficient, welcoming, and accessible to support County programs and services;
- c. Advise and assist the County Board, County Manager, and County departments regarding property management;
- d. Establish charges and rentals for the use, sale and availability of Ramsey County and Ramsey County Regional Railroad Authority (RCRRA) property and services and may hold, use, dispose of, invest, and reinvest the income, revenues and funds derived therefrom; and
- e. Manage and administer the properties of the Ramsey County Regional Railroad Authority related to day-to-day land management, maintenance and operations, and non-transit-related capital improvements in accordance with the RCRRA Real Estate Management Plan, and as directed, approved, and/or delegated by the RCRRA.

These duties and responsibilities do not apply to state-owned tax forfeited land administered by Ramsey County or County real property interests under the management of the Community & Economic Development Department, the Public Works Department or the Parks & Recreation Department.

#### **4.53.40 Delegation of Authority**

The following delegations of authority are specifically given to the Director of the Property Management Department to:

- a. Execute documents granting or receiving temporary easements, permits, licenses, rights-of-entry, letters of intent, and memoranda of understanding on or adjacent to County real property interests, which involve not more than \$200 consideration;
- b. Execute certain non-financial amendments to leases that:

1. Extend the lease upon same general terms and conditions;
2. Cure minor scrivener or clerical errors;
3. Update suite numbers;
4. Change hours of operation;
5. Update addresses for Lease Notices; or
6. Other similar amendments; and
7. Execute ancillary real estate documents or documents related to lease agreements, including estoppel agreements, subordination non-disturbance and attornment agreements. Ancillary real estate documents do not include closing documents associated with purchase and sale transactions.

These duties and responsibilities do not apply to state-owned tax forfeited land administered by Ramsey County or County real property interests under the management of the Community & Economic Development Department, the Public Works Department or the Parks & Recreation Department.

#### **4.53.50 Reporting Requirements**

The Property Management Department will prepare and submit the following reports to the County Manager:

- a. Annual budget;
- b. Other reports as requested by the County Board, the RCRRA Board, or the County Manager.

#### **4.54.00 PARKS & RECREATION**

##### **4.54.10 Department Establishment**

There shall be a Parks & Recreation Department which is an operating Department of the County responsible for planning, acquisition, development and operation of the County's park and open space areas. The Department represents Ramsey County as an implementing agency for the Regional Recreation Open Space System.

##### **4.54.20 Director and Appointing Authority of Director**

The Director of the Parks & Recreation Department shall be appointed by the County Manager, or the County Manager's designee, as provided in Chapter 3 of the Home Rule Charter and Chapter 3 of the Administrative Code.

The Director of the Parks & Recreation Department shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by Section 3.02 A.

of the Charter.

#### **4.54.30 Duties and Responsibilities**

Under the direction and supervision of the Director of Parks & Recreation, the Department shall have the following duties and responsibilities, to:

- a. Prepare and maintain a comprehensive system plan, master plans and development concepts for a system of parks, open space, trails and special recreational areas;
- b. Acquire land within the boundaries of approved master plans and maintain all land records associated with these transactions;
- c. Prepare construction documents and manage all development and redevelopment of parks, open space and special recreation areas;
- d. Administer the financial affairs of the Department, accounting for all expenditures and revenues in accordance with County policy and procedures:
  - i. To prepare and implement the Department's annual operating budget; and
  - ii. To prepare and implement a capital improvement program for the development and redevelopment of County and regional parks and recreation areas;
- e. Encourage public use and awareness of park and recreation areas through promotion and delivery of outdoor recreation and nature interpretive programs;
- f. Operate and maintain all County park and recreation areas to assure high quality and continued service to the public;
- g. Provide professional and staff support to the Ramsey County Parks & Recreation Commission;
- h. Carry out and enforce the provisions of "An Ordinance for the Control and Management of Park, Recreation and Open Space Areas and Facilities Under the Jurisdiction of the Ramsey County Board of Commissioners," adopted by Ramsey County Board Resolution #92-177 amended in County Board Resolution #2007-122;
- i. Review and make recommendations to the Ramsey County Board of Commissioners regarding requests for conversion of park and open space land for other non-park uses; and
- j. Pursuant to Minnesota Statutes, Section 383A.606 and Ramsey County Board resolution #B2018-169, exercise the duties and responsibilities of a soil and water conservation district as described in Minnesota Statutes, Chapter 103C, as amended from time to time.

#### **4.54.40 Delegation of Authority**

The Director of Parks & Recreation is authorized to accept gifts of cash or personal property of up to \$500 in value which come without restrictions or with the single restriction that they be used in connection with a program within the department. The County Manager is authorized to appropriate cash gifts consistent with the intent of the donor.

Source: County Board Resolution #88-554.

#### **4.54.50 Reporting Requirements**

The Parks & Recreation Department will prepare and submit the following reports to the County Manager:

- a. Annual operating statements for the County ice arenas and golf courses;
- b. Annual "State of the Parks" report from the Ramsey County Parks & Recreation Commission; and
- c. Special reports on Department activity as may be requested by the County Manager or Board of Commissioners.

#### **4.55.00 EMERGENCY COMMUNICATIONS**

##### **4.55.10 Department Establishment**

There shall be an Emergency Communications Department per County Board Ordinance 2007-34.<sup>5</sup>

The Department shall be an operating department of the County responsible for operation of the countywide public safety communications system and the consolidated Emergency Communications Center.

The Joint Powers Agreements between the County and cities receiving dispatch services created a Dispatch Policy Committee which serves in an advisory capacity to the County Board on matters relating to Emergency Communications Center performance and cost.

##### **4.55.20 Director and Appointing Authority of Director**

The Director of Emergency Communications shall be appointed by the County Manager, or the County Manager's designee, as provided in Chapter 3 of the Home Rule Charter and Chapter 3 of the Administrative Code.

The Director of Emergency Communications shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by Section 3.02 A. of the Charter.

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<sup>5</sup> Adopted as Ordinance on November 6, 2007 with retroactive implementation as of January 1, 2006; incorporating Board Resolutions #2005-365, dated October 2, 2005 and #2005-371, dated October 11, 2005 and #2005-382, dated October 18, 2005.

In the event the Dispatch Policy Committee is not satisfied with the performance of the Director, the Committee can request that the County Manager reassign the Director to other duties that remove him or her from supervision of the Emergency Communications Center.

#### **4.55.30 Duties and Responsibilities**

Under the direction and supervision of the Director of Emergency Communications, the Department shall have the following duties and responsibilities:

- a. Operate the Ramsey County Public Safety Communications System\800 MHz (“System”) as a subsystem to the regional public safety radio communication system
- b. Serve as the Public Safety Answering Point, answering 9-1-1 calls and dispatching emergency responders, for all communities in Ramsey County that have entered into the joint powers agreement with the County for dispatch services, pursuant to Board Resolutions #2005-365, and #2005-371, and #2005-382.
- c. Manage the configuration and operation of the Computer Aided Dispatch and Mobiles System for the County and all communities that have entered into the joint powers agreement with the County for CAD and mobile services, pursuant to Board Resolution #2013-301.

#### **4.55.40 Delegations of Authority**

There are no delegations of authority specifically given to the Department of Emergency Communications.

#### **4.55.50 Reporting Requirements**

The Department of Emergency Communications will prepare and submit the following reports to the County Manager:

- a. Annual budget;
- b. The proposed budget for the Emergency Communications Center shall be presented annually to the Dispatch Policy Committee for review.

### **4.56.00 EMERGENCY MANAGEMENT AND HOMELAND SECURITY**

#### **4.56.10 ~~Division~~ Department Establishment**

In accordance with Title 42 U.S. Code § 5121, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and in accordance with Minnesota Statutes, Section 12.25, Subdivisions 1 through 5, there shall be a ~~Division~~ Department of Emergency Management and Homeland Security which shall be an ~~line-Division~~ operating Department of the Safety and Justice Service Team and shall be under the direction and supervision of the County Manager.

#### **4.56.20 Director and Appointing Authority of Director**

The Director of the ~~Division~~ Department of Emergency Management and Homeland Security shall be appointed by the County Board as required in Minnesota Statutes, Section 12.25 Subd. 2.

The Director of the ~~Division~~ Department of Emergency Management and Homeland Security shall appoint, review, transfer, suspend or remove subordinates within that ~~Division~~ Department as authorized by Section 3.02 A. of the County Charter.

#### **4.56.30 Duties and Responsibilities**

The ~~Division~~ Department of Emergency Management and Homeland Security shall have the following duties and responsibilities:

- e. Plan for, and manage a comprehensive countywide approach to emergency management and homeland security;
- f. Coordinate, facilitate, staff and/or manage the work of an interdisciplinary team of professionals including appropriate county and local government officials and private sector representatives responsible for planning for the emergency operations of county and local government, infrastructure and buildings, peace and police representatives, including the Sheriff;
- g. Coordinate the activities of and provide assistance in the training of emergency management organizations of political subdivisions throughout the county in accordance with Minnesota Statutes, Section 12.25. Subd. 2 (c) subsection 1 ;
- h. Develop and implement systems and organization for coordinated, timely, and
- i. Develop and implement appropriate emergency management and homeland security prevention, plans, response, recovery, and mitigation pursuant to Title 42 U.S. Code § 5121 et seq.

#### **4.56.40 Delegation of Authority**

The Director of the Department of Emergency Management and Homeland Security has been granted the following delegations of authority by the County Board of Commissioners.

- a. The Director of the Emergency Management and Homeland Security ~~Division~~ Department is authorized to designate specific County facilities as County Emergency Operations Centers and to direct the Property Management Department to cancel or reschedule planned activities in those facilities in cases of emergency.

#### **4.56.50 Reporting Requirements**

The ~~Division~~ Department of Emergency Management and Homeland Security shall prepare and submit the following reports for the County Board:



- c. Annual budget;
- d. Specialized reports, analysis, and summaries, of and the County Emergency Operations Plan as needed or requested by the County Board and the County Manager.

## **4.57.00 Property Tax, Records and Election Services**

### **4.57.10 Department Establishment**

There shall be a Department of Property Tax, Records and Election Services per County Board Resolution C.<sup>6</sup> The Department will operate in accordance and under the

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<sup>6</sup> Adopted as Board Policy on April 26, 1982 with effective date of implementation of January 1, 1983; incorporating Board Resolutions #80-646, dated July 14, 1980 and #80-1101, dated November 24, 1980.

following Minnesota Statutes, Sec. 200-211; 273.061; 383A.20, Subdivision 2; 381; 386; and 508.

#### **4.57.20 Appointment of Director**

The Director of Property Tax, Records and Election Services shall be appointed by the County Manager as provided for in Chapter 3 of both the Charter and the Administrative Code. The appointment of the County Assessor shall be made by the Ramsey

County Board of Commissioners in accordance with Minnesota Statutes, Section 383A.33.

With the above exception, the Director of Property Tax, Records and Election Services shall appoint, review, transfer, suspend or remove subordinates within that Department as authorized by Section 3.02 A. of the County Charter.

#### **4.57.30 Duties and Responsibilities**

Under supervision of the Director of Property Tax, Records and Election Services, the Department is responsible for all County activities relating to property ownership and valuation, revenue and records maintenance, election and voter registration in Ramsey County. Specific duties include the following, to:

- a. Provide management direction, personnel services and accounting support to all its line divisions and employees;
- b. Accurately value and classify all properties in Ramsey County; process abatements in a timely and accurate manner under Ramsey County Board Resolution #90-563; grant homesteads to individuals in cases warranted by Statutes; and manage properties forfeited to the State of Minnesota for non-payment of taxes;
- c. Maintain tax descriptions to describe real property for addresses, values and taxes; ensure integrity of election procedures and of the voter registration process; to accept and process Campaign Financial Reports, Affidavits of Candidate, petitions in lieu of filing fee, Petition for Initiative, Referendum and Recall; to prepare, publish and provide information in the form of notices, caucus location, polling location, sample ballots, voter information, absentee balloting information statistics, abstracts, maps and precinct finders;
- d. Administer the extension, collection and distribution of real, personal and manufactured home taxes for all taxing districts in the County; extend and collect special assessments for suburban cities; administer the Fiscal Disparity Program in cooperation with the Administrative Auditor; monitor and administer all tax increment districts in Ramsey County; invest all available funds on a timely basis in accordance with the principles of safety, liquidity and yield; ensure the proper payment of property taxes before conveyances, new plats or divisions are recorded; prepare and obtain the necessary judgments to enforce the payment of real property taxes; sell game and fish licenses to agents in Ramsey County and remit proceeds with the proper reports to the State Department of Natural

Resources;

- e. Review, accept and index all properly executed Real Estate documents tendered for filing; ensure that the public has a permanent ownership and encumbrance record for all registered (torrens and abstract) lands situated in Ramsey County; issue Certificates of Title; maintain a permanent listing of all military discharge papers recorded; review, index and maintain an alphabetical and numeric Uniform Commercial Code File for the purpose of putting creditors on notice that the secured party has an interest in certain collateral of the debtor; permanently record and maintain copies of all legal instruments recorded to produce certified copies of documents on request; provide traditional real estate abstracting services upon request.

#### **4.57.40 Delegation of Authority**

The Ramsey County Auditor/Treasurer has been granted the following delegations of authority by the County Board of Commissioners.

- a. To abate the penalty provided for late payment of taxes in the current year on all classes of property.
- b. To approve after review and recommendation by the County Assessor, abatements correcting exemption, classification and valuation errors where the resulting aggregate reduction in taxes for applicants is less than \$10,000.
- c. To approve, after review and recommendation by the County Assessor, disaster abatements where the resulting aggregate reduction in taxes for an applicant is less than \$10,000.
- d. To designate new banks and savings and loan institutions as depositories for certificates of deposit. Source: County Board Resolution #92-065.
- e. (Pursuant to County Board Resolution #98-483, the investment function was transferred from the Property Records and Revenue Department to the Budgeting and Accounting Office (Finance), effective January 1, 1999).
- f. To classify newly tax forfeited properties as conservation or non-conservation, to send the new forfeiture list to the municipalities and other government agencies for their classification approval or purchase, and to cancel purchase contracts that are in default.  
Source: County Board Resolution #98-047.
- g. To accept and process routine government use deed applications and reconveyances of property to the State of Minnesota, Trust Exempt. The Chief Clerk to the County Board is granted the authority to sign routine use deed applications and reconveyances for submission to the State Department of Revenue.  
Source: County Board Resolution #99-062.

- h. To divide and combine parcels of tax forfeited land in accordance with Minnesota Statutes. MS Section 292.01, subd. 3 provides that the subdivision of the tracts into smaller units or the grouping of several tracts into one tract is deemed advantageous for the purpose of sale.  
Source: County Board Resolution #2003-084, and,
- f. The County Auditor is authorized to approve the sale or disposal of unclaimed personal property from or on tax-forfeited property in accordance with Minnesota Statutes Section 282.04, subdivision 2(d), and County policy;

The Board of Commissioners specifically retains the authority of the following abatement applications. This list is not exclusive but is meant to clarify applications being considered by the board.

- a. Applications for value reductions for homestead property that has been damaged by mold, as authorized by Minnesota Statutes section 273.11 subd. 21

#### **4.57.50 Reporting Requirements**

The Department of Property Tax, Records and Election Services prepares and submits the following reports to the County Board:

- a. Monthly lists of abatements submitted for County Board approval;
- b. Semi-annual reports of abatements approved pursuant to the County Board's delegation of authority to abate taxes, penalties and interest through correction of exemption and classification errors. This report shall include an indication of which abatements resulted from the failure of a governmental entity to record a deed entitling the property to exemption;
- c. Semi-annual report containing a list of the abatements that have been denied by the County Auditor/ Treasurer or Assessor. This list will also contain the reason for the denial;
- d. List of parcels identified and recommended to be sold pursuant to Minn. Stat. § 282.01, subd. 3;
- e. Proposed resolution establishing a board of equalization pursuant to Minn. Stat. §274.13, subd. 2;
- f. Proposed resolution establishing county canvassing board pursuant to Minn. Stat. §204C.31 subd. 1 to perform the duties identified in Minn. Stat. §§204C.32 through 204C.39;
- g. Inquiries by local or public officials (as defined in Minnesota Statutes section 10A.01 regarding specific abatement applications being processed shall be documented by the Property Tax, Records and Election Services, and written response shall be given; and

- h. Other reports as requested by the County Board or the County Manager.

#### **4.57.60 Tax Forfeited Property Administrative Policies**

The County Board adopts the following policy provisions for sales or use of tax-forfeited property.

- a. Market Value: When the term market value is used in this section, it means an estimate of the full and actual market value of the parcel as determined by the County Assessor using normal established processes of valuing property;
- b. Sale of non-conservation property to a government subdivision of the state for less than market value for affordable housing development:
  - 1. If the County Board approves the sale and the property is being developed for affordable housing, it will be sold for 25% of market value plus maintenance costs and recording fees. For consideration by the County Board, a proposal must be submitted identifying the developer, specific plans for development of the site including how affordable housing requirements will be met, and a project timeline that provides for project completion within two years from sale approved by the County. In the case of affordable housing for projects containing four or more units, project completion must be within three years from sale approved by the County. The success or failure of a developer in meeting stated timelines for previous projects in the County will be a consideration for approval of a sale. For the purpose of this section, developer is the party that is: 1) providing or securing funding for the project, 2) taking out building permits and coordinating construction contractors or subcontractors; and 3) selling the resulting building to persons qualifying for affordable housing. A developer may be non-profit or for-profit or any joint venture of two or more entities; and
  - 2. As a condition of the sale, the government subdivision must enter into a memorandum of understanding providing that the government subdivision will place and enforce a deed restriction and/or declaration of restrictive covenant on the property requiring that it will only be sold to parties qualifying for affordable housing for the next seven years. During the seven-year period, any subsequent owner is also bound to the same ownership, occupancy and income conditions and restrictions as applied to the original qualifying purchaser. For the purpose of this section, area median incomes are those determined by HUD for the Minneapolis/St. Paul Metropolitan Statistical Area:
    - i. In the case of owner occupied single family, duplex or triplex property, a qualified purchaser is a homebuyer who continuously occupies and homesteads the property and whose household income at the time of written application to acquire the property does not exceed 80% of the area median income as adjusted for

family size. Duplex or triplex properties may include rental units.

- ii. In the case of rental single family, duplex or triplex property, the purchaser must agree to rent at least 50% of the units to persons or families whose household incomes at the time of their written application to lease the property does not exceed 60% of the area median income as adjusted for family size. The purchaser must also agree not to require rents for those low-income units that exceed 30% of 60% of the area median income as adjusted for family size. If in subsequent years, the household income for a family increase to more than 80% of the area median income as adjusted for family size, the purchaser may convert the rent to “Fair Market” rent as established by HUD. If this conversion occurs, “Fair Market” rent will continue even if the household income subsequently decreases below the 80% threshold. Purchasers that agree to accept Section 8 vouchers are deemed to meet income and rent limit requirements for those housing units for which they accept vouchers. Purchasers must abide by the Fair Housing Act in rental decisions. The purchaser must, at least annually, reexamine the income of each tenant household and report the results to the government subdivision monitoring and enforcing the memorandum of understanding. The purchaser will continue to qualify even if there is temporary noncompliance caused by an increase in incomes of existing tenants as long as all vacancies are filled by qualifying low income renters until the noncompliance is corrected.
- iii. In the case of rental housing containing four or more units, the purchaser must agree to rent at least 20% of the units to persons or families whose household incomes at the time of their written application to lease the property does not exceed 60% of the area median income as adjusted for family size. The purchaser must also agree not to require rents for those low-income units that exceed 30% of 60% of the area median income as adjusted for family size. If in subsequent years, the household income for a family increases to more than 80% of the area median income as adjusted for family size, the purchaser may convert the rent to “Fair Market” rent as established by HUD. If this conversion occurs, “Fair Market” rent will continue even if the household income subsequently decreases below the 80% threshold. Purchasers that agree to accept Section 8 vouchers are deemed to meet income and rent limit requirements for those housing units for which they accept vouchers. Purchasers must abide by the Fair Housing Act in rental decisions. The income qualification must be satisfied at the time of each application to lease the property. A yearly certification of low-income rental property from the Housing Finance Agency as provided in Minnesota Statutes Section 273.128 is required to be provided to the government subdivision monitoring and enforcing the memorandum of understanding. The purchaser will continue to qualify even if there is a temporary noncompliance caused by an increase in incomes of existing tenants as long as all vacancies are

filled by qualifying low income renters until the noncompliance is corrected.

- iv. The memorandum of understanding will provide that in the case of non-compliance with its terms, the government subdivision responsible for monitoring the associated deed restriction and/or restrictive covenant may enforce the terms of those documents or alternatively provide that the non-compliant owner is liable for a pro-rated share of the discounted market value provided by the County for its sale of the property and the recaptured benefits are payable to the County within 90 days of notification of non-compliance for deposit into the Tax Forfeited Land Sale Fund. The recapture amount is determined by taking the number of years remaining in the seven-year period rounded to the nearest integer divided by seven and this result is multiplied by 75% of the original market value used for determining the discounted market value approved by the County Board for its sale of the property. Examples of non-compliance include but are not limited to: 1) Failure of the government subdivision, developer or future owner to sell the property to a qualifying owner; 2) failure to homestead when required; 3) failure to lease enough units to qualifying renters; or 4) failure to supply the required certification from the Housing Finance Agency. The affordability restrictions of any deed restrictions and/or restrictive covenants as well as provisions to recapture benefits described in this section will terminate upon occurrence of any of the following events: foreclosure, transfer in lieu of foreclosure, or assignment of an FHA insured mortgage to HUD or to a conventional mortgage lender.
- c. Sale of tax-forfeited property classified as conservation land to a governmental subdivision of the state for less than market value:
    1. If the County Board approves the sale, the property will be sold for: 1) the conservation administrative processing fee for each parcel requested, as established in the county's fee schedule; 2) plus actual expenditures for additional services requiring outside resources and expertise such as wetland delineation, property survey or soil testing 3) plus recording fees. If the result of this sale price determination exceeds the market value of the property, the property will be sold for its market value less \$1;
    2. As required by statute, a restrictive covenant will be placed on the deed conveying the property limiting the use of the land to one of the statutorily required conservation purposes for 30 years or until the property is reconveyed back to the state in trust. After 30 years, the property can be used for any authorized use granted to the governmental subdivision.
  - d. Sale of non-conservation property to a government subdivision of the state for market value:

1. Government subdivisions of the state will be notified to tax forfeited property available for acquisition: 1) after forfeiture, through notification of new forfeitures, classification of property as conservation or non-conservation, or a change in the classification; 2) at least 30 days before an auction list is approved by the County Board through notification of properties to be included in the upcoming auction; or 3) upon request;
2. If a repurchase application has been filed for a tax forfeited property that also has been requested for acquisition by a government subdivision, no action will be taken on the government subdivision request until the repurchase application has been acted on by the County Board;
3. If more than one request for acquisition by a government subdivision for a given tax forfeited property is received, preference will be given to the project deemed to have the greater public good. Public good will be assessed based on proposals following these guiding principles:
  - i. Develops and maintains a land use pattern that strengthens the vitality, quality, and character of the residential neighborhoods, commercial districts and industrial areas, while protecting the county's natural resources to develop a sustainable pattern for future development.
  - ii. Develops property in a way that accommodates a mix of land uses that is sensitive to the natural environment, economically sustainable and a benefit to the county.
  - iii. Promotes the development, redevelopment and maintenance of a viable, innovative and diverse business environment that serves Ramsey County and the metropolitan area.
  - iv. Develops and maintains a strong, vital, diverse and stable housing supply for all members of the county.
  - v. Enhances the health, safety and well-being of all who live, work and play in the County.
  - vi. Creates a comprehensive, maintained and interconnected system of parks, pathways and open spaces, as well as a balanced program of recreational activities for residents of all ages, incomes and abilities.
  - vii. Preserves, protects and restores the county's natural resources, including open spaces, lakes, wetlands other significant natural



features, and historic resources.

4. If the County Board approves the sale, the property will be sold for the market value defined in 4.57.60 (a) plus any recording fees. If the government subdivision requested that the property be withheld from sale, the government subdivision must also pay any maintenance costs incurred by the County during the withholding period as described in 4.57.60 (d)(5);
5. Following forfeiture, the county is committed to making each property secure, safe and healthy so that it is not a hazard to public health or safety. That effort requires the expenditure of funds by the county from the time the property forfeits and its needs are assessed. Funds expended by the county for this maintenance before a hold request is made are not part of what can be passed on to the government subdivision upon its purchase of the property;

A hold request occurs when the government subdivision resolution is delivered to the county and the six month hold period begins. After a request to hold the property from public sale is made by the government subdivision, any costs incurred by the county to maintain the property in a safe and clean condition until the sale is completed will be added to the purchase price;

Some properties necessarily require extensive clean-up costs. For those properties the county will attempt to let the government subdivision know that this is the case. When the application to purchase the property is submitted or, for those properties requested without an application, when the government subdivision requests the "purchase price" of a tax forfeit property prior to approval by the requesting governing body, the county will let the government subdivision know what maintenance costs have been incurred during the hold period to that time. The purchase price and maintenance costs incurred to that point in time must be submitted to the county by the government subdivision with the application;

Before the county files the deed of conveyance, county staff will notify the government subdivision of any additional maintenance costs that were incurred by the county that must be paid by the government subdivision, and upon receipt of this information, the government subdivision is free to not consummate the sale. In the case the government subdivision elects not to go forward with the purchase, the county will return the purchase price and maintenance costs previously paid to the government subdivision and the county is free to offer the property for sale to another buyer.

6. Nonconservation tax-forfeited lands may be sold by the county board to a

governmental subdivision of the state for any public purpose for which the subdivision is authorized to acquire property.

- i. If the property is being requested for development or redevelopment purposes, a proposal must be submitted for consideration by the County Board identifying the developer, specific plans for development of the site, and a project timeline that provides for project completion within two years from sale approved by the County. If a developer can provide good reason as why additional time is needed for a successful development, upon request of the government subdivision, an additional two years may be allowed by the County Board for project completion. The success or failure of a developer in meeting stated timelines for previous projects in the County will be a consideration for approval of a sale.
  - ii. If the property is being requested for site assembly purposes, a proposal must be submitted for consideration by the County Board showing that this property is part of a defined project adopted by the requesting government subdivision, is appropriately zoned and part of the comprehensive plan, and has expected site assembly completed within three years from sale approved by the County.
- e. Sale or disposal of unclaimed personal property:
  1. As part of the initial review of newly forfeited property, tax forfeited land staff will identify property left in or on tax forfeited property to determine the proper method of disposal:
    - i. Municipal solid waste (trash) will be sent to a solid waste disposal facility utilizing Ramsey County master contracts established to handle solid waste disposal.
    - ii. Recyclables will be recycled including tires, electronic waste such as outdated computer equipment, appliances, and mattresses.
    - iii. Household hazardous waste will be taken to a Ramsey County household hazardous waste disposal site.
    - iv. Items that can be used for tax forfeited land operations such as lawnmowers, snow removal equipment and tools may be used for those purposes.
    - v. Items that can be reused for 4R projects such as building supplies, architectural salvage, or furniture repurposed for staging at open houses may be used for those purposes.

- vi. Cash or small valuables will be catalogued and taken to the County Treasurer's office for receipt or storage.
  - vii. For personal property of some value, the items will be catalogued and a decision made to store the property on-site or to transport it to another site for storage.
2. The County Auditor will make reasonable efforts to provide at least 28 days' notice of the sale or disposal to the former owner, taxpayer, and any occupants at the time of forfeiture.
  3. As needed, the County Auditor will determine the best method to auction off unclaimed personal property and make such arrangements as necessary to conduct the auction, as provided by Minnesota Statutes and county policy.
  4. Any items offered at auction for which no bids are received will be held for a future auction, donated to a charitable organization, recycled, or sent to waste disposal as deemed appropriate by the County Auditor. For donations to charitable organizations, preference will be given to those organizations that give away rather than resell items received.
  5. Proceeds of any sale are deposited in the Tax Forfeited Land Sale Fund for distribution as provided for other tax forfeited property revenues.

f. Repurchases

1. The owner at the time of forfeiture, or the owner's heirs, devisees, or representatives, or any person to whom the right to pay taxes was given by statute, mortgage, or other agreement may file an application to repurchase a tax-forfeited property unless that property has already been sold. Those eligible to repurchase will be informed of the option in post-forfeiture conversations or property inspections, procedures posted on the County website, or upon request.
2. Applications for repurchase of homestead property at the time of forfeiture are timely if received prior to sale of the property. In the case of properties being sold at auction, the application must be received by 4:30 p.m. the day before the auction. For all other types of property, the application must be received within six months from the date of forfeiture and before the property has been sold.
3. To approve the repurchase, the County Board must find that by repurchase undue hardship or injustice resulting from the forfeiture will

be corrected, or that permitting the repurchase will promote the use of lands that will be serve the public interest.

4. The cost of repurchase is the sum of all delinquent taxes and assessments along with associated penalties, interest and costs, that accrued or would have accrued if the parcel had not forfeited to the state. The repurchase cost also includes all maintenance costs incurred by the county during the time the property was in forfeiture.
5. In the case of property classified as conservation property, the application must be received at least one week before sale and the purchase price is the greater of the market value of the property or the amount determined in clause 4.
6. Repurchases, if approved, will be allowed payment terms as follows:
  - i. Except as provided in clause iii. below, repurchasers of property classified as homestead at the time of forfeiture will be allowed installment payments calculated pursuant to Minnesota Statutes Section 282.261, subdivision 1.
  - ii. Except as provided in clause iii. below, repurchasers of all other types of real property will be allowed installment payments calculated pursuant to Minnesota Statutes Section 282.261, subdivision 3.
  - iii. If the County Board has good cause to believe that a repurchase installment payment plan for a particular parcel is unnecessary and not in the public interest, the Count Board may require that the entire purchase price be paid in full as a condition of the repurchase. If the applicant has had repurchase contracts on the same or other properties which were canceled or, if a current contract is in arrears and cancellation is pending, the repurchase will require payment in full. Properties being repurchased by mortgage companies or banks will also require payment in full. If the County Board finds that the property must be sold to a third party as a condition of the repurchase, payment of the repurchase amount must be in full.
7. The affected city will be notified of the pending repurchase at least three weeks before County Board action to consider the request to allow the city to provide comments or concerns about the repurchase, if any.
8. Factors to be considered as to whether a repurchase should be approved or approved with special conditions includes, but are not

limited to, the following: 1) the record of police calls and code violations over the last five years; 2) the interior and exterior condition of the property include damage or neglect; 3) evidence of health issues or safety concerns for the occupants including gross and unsanitary conditions, infestations, pet neglect, or hoarding; and 4) evidence of health issues or safety concerns to the general public or the neighborhood. Repurchases will be denied in circumstances where there is a history of willful or flagrant disregard (as opposed to an inability to perform due to financial or mental illness reasons) of city requests to correct or remedy conditions that create public safety risks for the community. A history of serious police calls reflecting a danger to the community if caused, allowed or facilitated by the repurchaser may also be a cause for denial.

9. The following general conditions will be applied to all repurchases involving tax forfeited property with a structure:
  - i. Insurance requirement - If the property is being repurchased on a payment contract, the repurchaser must provide proof of insurance in an amount equal to the market value of the structure and must have Ramsey County listed as additional insured on the policy.
  - ii. Code compliance requirement - If the structure has been condemned, classified as a category II or III vacant building, or identified by staff as having property damage or deferred maintenance that needs to be corrected, a condition of the repurchase contract will require the property to be brought up to code within 12 months. A city approved certificate of code compliance or certificate of occupancy (as appropriate) will be the evidence that this requirement has been met. If progress is being made in addressing code compliance issues and the city allows additional time to complete code compliance, the County Auditor may, upon application, extend the time allowed for this activity beyond 12 months.
  - iii. Payment of current property taxes - This condition applies to property with or without a structure. If the property is being repurchased under a payment contract, current property taxes must be paid before they become delinquent.
  - iv. Failure to comply with clauses i., ii. or iii. will be considered a default of the contract and the contract shall be subject to cancellation as provided in Minnesota Statutes Section 559.21.

10. The following special conditions may be applied:

- i. If there is evidence to indicate that a repurchaser is a vulnerable adult that may need assistance in complying with a contract or caring for a property, the repurchase may be approved under the condition that a representative payee, court appointed conservator or guardian, as appropriate, be provided to assist in handling affairs for the repurchaser.
- ii. If a repurchaser has demonstrated an inability to address property damage, health issues or safety concerns, and/or has a significant history of police calls or code violations, the repurchaser may be required to sell the property in an arm's length transaction to a third party as a condition of the repurchase. This may allow the repurchaser to recoup equity in the property while removing the deleterious effects on the property and/or the neighborhood.
- iii. A repurchaser may be required to attend financial counseling or a homeownership class as a condition of remaining in the home.

11. The County Auditor may choose to make repairs to a structure with a pending repurchase to protect the asset, reduce liability to the County during occupancy, to address city condemnation or orders to repair, or to correct deficiencies on a property subject to a certificate of occupancy. Costs incurred will be added to the repurchase price.

12. If a repurchase contract has been cancelled and the property has not been sold to a third party, the repurchaser may request reinstatement of the contract and the County may approve the request.

- i. The County Board has delegated its authority on sales to adjoining owners to the County Auditor and has also clarified under what conditions the County Auditor can use this authority. Specifically, the County Board delegation provides:
  1. The sale will be conducted by sealed bids or an alternate method determined by the County Auditor;
  2. The sale will be restricted to owners of land adjoining or adjacent to the tax forfeited property to be sold;
  3. All owners of adjoining or adjacent properties shall be given a written notice at least 30 days prior to the sale;
  4. The land shall be sold to the highest bidder, but in no

event shall the land be sold for less than its appraised value;

5. The County Commissioner of the District containing the tax forfeited land to be sold will be notified at the same time that adjoining and adjacent land owners are notified; and
6. If the highest bidder is the former owner, and/or his or her agent, approval of the sale shall be brought to the County Board of Commissioners for approval;

Source: County Board Resolutions 2013-210 and 2013-213.

#### **4.57.70 Standards for Review of Abatement Applications**

When reviewing an application for abatement, whether or not delegated, the following policies and procedures shall be applied:

- a. Abatements Allowed. Abatements will be allowed only as follows:
  1. Value Reduction Abatements. Value reductions, and any tax, penalty, interest or costs attached thereto, will be allowed: a) due to a clerical error, or b) when the applicant meets the hardship requirement;
  2. Corrective Abatements. Adjustments and the abatement of tax, penalty, interest or costs will be allowed to correct an error, illegality or inequity other than incorrect value. Examples of this type of abatement include, but are not limited to, property that was taxed but should have been exempt, an incorrect classification, or an incorrect homestead status;
  3. Disaster Abatements. Such Abatements will be granted based on the statutory requirements of Minnesota Statutes section 273.1233;
  4. Abatements for Economic Development. Such abatements will be granted based on the statutory requirements of Minnesota Statutes sections 469.1812 through 469.1815;
  5. Prior Years. Abatements for the two calendar years prior to the current tax payable year will be considered for approval only as provided by Minnesota Statutes section 375.192 for hardship or clerical errors. The definitions of hardship and clerical errors adopted by this resolution shall be applied by the County Assessor in considering whether abatements for those prior two years will be approved.
- b. Definitions. When considering an abatement application, the following definitions shall apply:

1. Hardship. Hardship, as referred to in section 375.192, is defined as any event or circumstance beyond the control of the applicant which precludes the applicant from filing for a reduction or an adjustment of the property taxes in a timely manner. Examples of hardship include, but are not limited to: (i) a medical condition, limited mental incapacity, or a significant life event which prevents the applicant from filing a timely appeal, an application for classification, or similar action; or (ii) the death of the property owner or other circumstances which creates a lack of control of the property by a party that would be able to exercise their rights in challenging the valuation or applying for changes in classification. Hardship does not include: (i) a change of ownership or possession from a party who had control and the ability to exercise their rights to the current applicant or (ii) financial hardship; the applicant's ability to pay the taxes due, or any penalties, interest or costs, is not a basis for granting an abatement.
2. Clerical Error. The determination of whether a clerical error exists is to be made by the County Assessor on a case-by-case basis. A data error is not per se a clerical error. A clerical error does not involve judgment, but it may involve the failure of a governmental entity, or a business partner, to perform a ministerial act relating to the assessment of property. Examples of clerical errors include, but are not limited to, data entry errors, transcription errors, computer system errors by the county, and significant arithmetic errors.
3. Criteria for Disaster Abatement Applications. Applications for abatement as authorized by Minnesota Statutes section 273.1233 shall be made pursuant to the following criteria:
  - i. 50 percent or more of the qualifying structure, as established by the County Assessor, has been (a) unintentionally or accidentally destroyed, or (b) destroyed by arson or vandalism by someone other than the owner;
  - ii. The owner of the property has made written application no further than one year from the date the damage has occurred, unless approved by the County Assessor;
  - iii. Any reduction in the amount of taxes payable shall be calculated based upon the requirements of Minnesota Statutes section 273.1233, subd. 2.
4. Criteria for Abatements Due to Mold Damage.
  - i. Estimated cost to cure mold conditions must be at least \$20,000;
  - ii. The County Assessor shall deduct from the reduction in value authorized by an application due to the mold damage any reduction amount previously granted due to mold for the assessment year in question.

c. Procedures.



1. Applications. Applications shall be timely submitted to the County Assessor on the prescribed form and accompanied by the required supporting documentation
  2. Abatements Submitted to the County Board. Those abatements not delegated shall first be reviewed by the County Assessor and the County Auditor/Treasurer in his or her role as County Auditor, except that abatement of any penalty or interest on these abatements shall be reviewed by the County Auditor/Treasurer in his or her role as County Treasurer, and these abatements shall be presented to the County Board along with the County Assessor's and County Auditor/Treasurer's recommendation for approval or denial.
  3. Deadline for Filing. The deadline for filing a homestead abatement is July 1 of the payable year. All other abatements must be filed by December 31 of the year in which the tax is payable. The filing deadline requires that a properly completed abatement form, signed by the taxpayer, is postmarked and/or has been received by the assessor's office on or before the required date.
  4. Review for Form. For all abatements reported to the County Board or submitted to the County Board for approval, the County Attorney's Office shall review the abatement documentation for form and legality.
  5. Records. Copies of all abatements will be kept on file in the Property Tax, Records and Election Services and will be available for inspection upon request, consistent with the County's plan under the Records Retention Act, and consistent with the Data Practices Act.
- d. Conflicts of Interest. Members of the County Board shall disclose any financial interest in an abatement, or any familial relationship with an abatement applicant, and shall abstain from voting on the application of any such abatement presented to the County Board for approval. Such a disclosure statement will be included with each monthly abatement resolution.

This policy overrides and supersedes any prior resolutions including, but not limited to, Resolutions B2017-105, 2014-153, 2007-297, 2003-104, 99-216, 97-061, 92-423, 90-563 and 82-274 with regard to the abatement of property taxes.

## **4.58.00 COUNTY ASSESSOR**

### **4.58.10 Department Establishment**

There shall be a County Assessor Department per County Board Resolution 2017-121. The Department will operate in accordance and under the following Minnesota Statutes, Secs. 273.061 and 383A.33.

### **4.58.20 Appointment of Director**

The Director of the County Assessor Department shall be appointed by the County Manager as provided for in Chapter 3 of both the Charter and the Administrative Code. The Director of the County Assessor Department serves as the County Assessor after appointment to that position. Appointment of the County Assessor shall be made by the Ramsey County Board of Commissioners in accordance with Minnesota Statutes, Section 383A.33.

The Director of the County Assessor Department shall appoint, review, transfer, suspend or remove subordinates within that Department as authorized by Section 3.02 A. of the County Charter.

#### **4.58.30 Duties and Responsibilities**

Under supervision of the County Assessor / Director of the County Assessor Department, the Department is responsible for all County activities relating to property exemption, classification and valuation in Ramsey County. Specific duties include the following:

- a. Provide management direction, personnel services and accounting support to all its line divisions and employees;
- b. Accurately value and classify all properties in Ramsey County, approve and deny exemptions and grant homesteads to individuals in cases warranted by Statutes; and
- c. Maintain tax descriptions to describe real property and assign property tax identification numbers, maintain addresses, maintain unique taxing districts, and maintain the county tax maps;
- d. Perform review appraisals of property appealed through the open book process, County Board of Appeal and Equalization, or in Minnesota Tax Court. Adjust values as indicated, and in tax court negotiate with the petitioner to resolve the appeal, or if required, provide expert testimony at trial;
- e. To accurately and timely approve abatement applications correcting exemption, classification and clerical valuation errors where the resulting aggregate reduction in taxes for an applicant is less than \$10,000, B2017-105.

#### **4.58.40 Reporting Requirements**

The County Assessor Department prepares and submits the following reports to the County Board:

- a. Monthly abatement lists of abatements submitted for County Board approval, and semi-annual reports of abatements approved pursuant to the County Board's delegation of authority to abate taxes, penalty and interest to correct exemption and classification errors, the documentation for such abatements having first been reviewed by the County Attorney's office. A report containing a list of the abatements that have been denied by the county auditor, treasurer or assessor will be submitted to the board on a semi-annual basis for its review. This list will

also contain the reason for the denial. Source: County Board Resolutions B2017-105.

- b. Annual resolution for Special Board of Appeal and Equalization;
- c. Annual Ramsey County Assessor's Report;
- d. Other reports as requested by the County Board or the County Manager; and
- e. Reports of inquiries by local or public officials regarding specific abatement applications being processed by the County Assessor Department.  
Source: County Board Resolutions B2017-105.

## **4.59.00 COMMUNICATIONS AND PUBLIC RELATIONS**

### **4.59.10 Department Establishment**

There shall be a Communications and Public Relations Department of the Information and Public Records Service Team and shall be under the direction and supervision of the County Manager by County Board Resolution B2019-025.

### **4.59.20 Director and Appointing Authority of Director**

The Director of the Communications and Public Relations Department shall be appointed by the County Manager as provided for in Chapter 3 of both the Charter and the Administrative Code.

The Director of the Communications and Public Relations Department shall appoint, review, transfer, suspend or remove subordinates within the Department office as authorized by the Ramsey County Charter in Chapter 3 section 3.02A.

### **4.59.30 Duties and Responsibilities**

Under the supervision of the Communications and Public Relations Director, the Department will provide appropriate and relevant information to Ramsey County residents and the general public while focusing on providing county departments, offices and agencies with professional communications, public relations and government relations services.

The department shall have the following duties and responsibilities in performing government relations services, to:

- a. Promote the policy and funding priorities of the County Board at the State Legislature;
- b. Facilitate legislative agenda sharing between local governments in Ramsey County (e.g. school districts, cities and townships and county);
- c. Review all proposed State legislation pertaining to county government

operations; and

- d. Develop (with the assistance of Ramsey County's Federal Lobbyist) positions on likely Federal legislation that could affect county government.

#### **4.59.40 Delegation of Authority**

There are no delegations of authority specifically given to the Communications and Public Records Department

#### **4.59.50 Reporting Requirements**

The Communications and Public Relations Department shall prepare and submit the following reports to the County Manager

- a. Annual budget
- b. Annual summary of Department activity; and
- c. Specialized reports, analysis, and summaries as needed or requested by the County Board and the County Manager.

### **4.60.00 PUBLIC HEALTH**

#### **4.60.10 Department Establishment**

There shall be a Department of Public Health which shall be an operating Department of the County. The Department shall operate in accordance with Minnesota Statutes, Chapter 145A, Local Public Health Act and Chapter 115A and Chapter 473, Waste Management Act and other related Statutes.

#### **4.60.20 Director and Appointing Authority of Director**

The Director of Public Health shall be appointed by the County Manager as provided for in Chapter 3 of both the Charter and the Administrative Code.

The Director of Public Health shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by Section 3.02 A. of the Charter.

#### **4.60.30 Duties and Responsibilities**

Under the supervision of the Director of Public Health, the Department shall have the following duties and responsibilities, to:

- a. Develop and administer the Community Health Services Plan for Ramsey County;
- b. Develop and administer the Solid Waste Master Plan for Ramsey County;

- c. Develop and administer the Maternal-Child Health Plan for Ramsey County;
- d. Develop and revise ordinances necessary to protect the public health and environment;
- e. Protect the environment through the implementation of plans, through education and consultation, and through compliance monitoring and enforcement of ordinances;
- f. Promote the health of the population and strengthen families by emphasizing the prevention of disease, injury, disability and preventable death;
- g. Develop and coordinate community partnerships involving citizens, professionals, businesses, community organizations and local, regional and State government;
- h. Assess the health and environment of Ramsey County;
- i. Recommend the development of comprehensive public health policies and to advocate for the application of public health principles in County policies;
- j. Assure that every individual has the opportunity to achieve and maintain their best level of health and independence;
- k. Advocate for vital productive lives for Ramsey County residents;
- l. Take a leadership role in setting standards for the provision of public health services in the community; and
- m. Advise and assist the County Board, County Manager, and County departments in the areas of public health.

#### **4.60.40 Delegation of Authority**

The Department of Public Health is authorized to handle appeals to waste management service charges which may be received, according to the established policies, up to an amount not to exceed an additional \$35,000 in loss of funds.

Source: County Board Resolution #87-441.

#### **4.60.50 Reporting Requirements**

The Department of Public Health will prepare and submit the following reports to the County Manager:

- a. Monthly list of write-off uncollectible nursing services costs occurring as a result of federal reimbursement which doesn't cover the full cost of nursing service visit;
- b. Monthly minutes of the Community Health Services Advisory Committee; and
- c. Other reports as requested by the County Board or the County Manager.

## **4.63.00 PUBLIC WORKS**

### **4.63.10 Department Establishment**

There shall be a Public Works Department which shall function in accordance with Minnesota Statutes, Chapters 160 to 165 and shall be under the direction and supervision of the County Board. The Department shall provide general management and administration services for the Ramsey County Regional Railroad Authority.

### **4.63.20 Director and Appointment Authority of the Director**

The Director of Public Works shall be appointed by the County Manager, or the County Manager's designee, as provided for in Chapter 3 of the Home Rule Charter and Chapter 3 of the Administrative Code.

The appointment of the County Engineer shall be made by the Ramsey County Board of Commissioners in accordance with the Minnesota Statutes Section 163.07 requirement to appoint a county highway engineer.

The appointment of the County Surveyor shall be made by the Ramsey County Board of Commissioners in accordance with Minnesota Statutes Section 383A.42.

With the above exceptions, the Director of Public Works shall appoint, review, transfer, suspend or remove subordinates within that Department as authorized by Section 3.02 A. of the Charter.

The Director of Public Works may also be appointed, by the Ramsey County Board of Commissioners, as County Engineer if the Director meets the requirements detailed in Minnesota Statutes Section 163.07.

### **4.63.30 Duties and Responsibilities**

Under the supervision of the Director of Public Works, the Department shall have the following duties and responsibilities, to:

- a. Review, plan, program and construct the County transportation system and provide information about the system to other government agencies and the general public;
- b. Provide roads, bridges, sidewalks/trails and traffic control/warning systems, transit infrastructure, rail infrastructure, all of which are designed to meet State and/or Federal specifications and ensure the safe and efficient movement of pedestrians, bicyclists, motor vehicles, and freight;;
- c. Provide a maintenance program for the County transportation system that safeguards the traveling public and protects the County's investment in the highway system;
- d. Maximize level of performance from the existing transportation system while

minimizing the negative impact the facilities have on the social and physical environment;

- e. Provide professional engineering and land survey services to other Ramsey County departments and coordinate these services with the engineering efforts of others;
- f. Provide the general public information they request about the transportation system and properties located within the County;
- g. Provide a fleet of equipment, motor vehicles and provide vehicle maintenance for all county departments necessary to accomplish their operations;
- h. Protect the County's environmental resources by providing services in the areas of water resource management, drainage, weed control and maintenance of County roadside trees and vegetation.
- i. Provide staff to the Ramsey County Regional Railroad Authority which has statutory authorities under Minnesota Statutes Chapter 398A, that include to:
  - 1. Provide for the preservation and improvement of local rail service for agriculture, industry, or passenger traffic;
  - 2. Provide for the preservation of abandoned rail right-of-way for future transportation uses, when determined to be practicable and necessary for the public welfare, particularly in the case of abandonment of local rail lines;
  - 3. Plan, establish, acquire, develop, purchase, enlarge, extend, improve, maintain, equip, regulate, and protect; and pay costs of construction and operation of railroad facilities, and also of light rail transit, commuter rail transit and bus rapid transit systems located within its county on transitways included in the Metropolitan Council's most current Transportation Policy Plan.

#### **4.63.40 Delegation of Authority**

The Director and Engineer either as separate appointments or the same appointment to one individual has been granted the following delegations of authority by the County Board of Commissioners.

- a. Construction contracts. To approve, following approval by fund source and contractor, quantity changes, change orders and supplemental agreements equal to five percent (5%) of the contract amount or \$100,000, whichever is less.  
Source: County Board Resolution #2001-93

See Chapter 3, County Manager, Section 3.40.27 c. for related delegations to the County Manager and the Director of Budgeting and Accounting.  
Source: County Board Resolution #89-224.

- b. To establish or remove permanent "Restricted or Prohibited Parking" zones on the County road system upon receipt of written concurrence from the affected municipality and modify a municipal request to establish logical termini of the proposed zone.  
Source: County Board Resolution #85-152.
- c. To negotiate and execute temporary work easements on land adjacent to county highways as necessary for construction purposes of not more than \$200 consideration.  
Source: County Board Resolution #77-303.
- d. To establish or remove, upon request from a local community, school speed zones and appropriate signing within the limits of a public or nonpublic school based on an engineering and traffic investigation as prescribed by the Commissioner of the Department of Transportation. In cases where the Director of Public Works determines that the proposed school speed zone needs discussion, the Director of Public Works may choose to present the proposed speed and his recommendation to the County Board for approval.  
Source: County Board Resolution #95-148
- e. To approve and execute Cooperative Cost Share Agreements with the Board of Water Commissioners of the City of St. Paul.  
Source: County Board Resolution #2009-100

#### **4.63.50 Reporting Requirements**

The Public Works Department will, on an annual basis, prepare and submit the following reports to the County Manager and the County Board:

- a. A five-year Transportation Improvement Program for roads, bridges, sidewalks/trails and transitways;
- b. Annual Budget
- c. Other reports as requested by the County Board, the Ramsey County Regional Rail Authority or the County Manager.

#### **4.64.00 LIBRARY**

##### **4.64.10 Department Establishment**

There shall be a Library Department of the Economic Growth and Community Investment Service Team which shall be under the direction and supervision of the County Manager.

##### **4.64.20 Director and Appointing Authority of Director**

The Director of the Library Department shall be appointed by the County Manager, or the County Manager's designee, as provided for in Chapter 3 of the County Charter and Chapter 3 of this Administrative Code.



The Director of the Library Department shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by the Ramsey County Charter in Chapter 3 section 3.02A.

#### **4.64.30 Duties and Responsibilities**

Under the supervision of the Library Director, the department shall have the following duties and responsibilities:

- a. Provide and encourage public use of library services, materials and programming;
- b. Participate and promote cooperation within the regional library system;
- c. Provide professional and staff support to the Ramsey County library advisory board.

#### **4.64.40 Delegation of Authority**

The Library Advisory Board is authorized to accept unconditional cash gifts in the amount of \$5,000 or less as well as to accept donations of books, other materials and equipment with the stipulation that the Advisory Board furnish a list of suggested uses for these gifts which they would recommend.

Source: County Board Resolution #85-549.

There are no delegations of authority given specifically to the Library Department.

#### **4.64.50 Reporting Requirements**

The Library Department will prepare and submit the following reports to the County Manager:

- a. Annual report regarding gifts received in the previous fiscal year and planned usage of gifts during the current fiscal year per Section 4.64.40;
- b. Annual budget;
- c. Other reports as requested by the County Board and/or County Manager.

### **4.66.00 VETERANS SERVICES**

#### **4.66.10 Department Establishment**

In accordance with Minnesota Statute, Section 197.60, there shall be a Veterans Services Department and the Director shall report to the County Manager.

#### **4.66.20 Director and Appointing Authority of Director**

The Director of Veterans Services shall be appointed by the County for a term of four years in accordance with Minnesota Statutes, Section 197.60, except that the County Manager shall have appointing authority for the Director position pursuant to Section 3.02(a) of the Charter.

The Director of Veterans Services shall appoint, review, transfer, suspend or remove subordinates within that office as authorized by Section 3.02 A. of the Charter.

#### **a.66.30 Duties and Responsibilities**

Under the supervision of the Director of Veterans Services, the Department shall have the following duties and responsibilities, to:

- a. Advise, counsel and assist eligible veterans and their survivors in obtaining benefits and entitlements due to service in the United States Armed Forces;
- b. Develop and maintain positive public relations with County, State and Federal agencies, the military service organizations, community organizations, private organizations and citizen groups;
- c. Advise and assist the County Board, County Manager and County departments in the area of veterans and survivors benefits;
- d. Maintain the confidentiality of client files and interviews in order to preserve the public trust and confidence in Ramsey County and the Veterans Services Department; and
- e. Treat clients with respect and courtesy regardless of their race, color, gender, national origin, religion, sexual orientation, political persuasion, physical or mental condition.

#### **4.66.40 Delegation of Authority**

There are no delegations of authority specifically given to the Veteran's Services Department.

#### **4.66.50 Reporting Requirements**

The Veterans Services Department will prepare and submit an annual budget to the County Manager with the following:

- a. Annual Federal revenue dollars received by Ramsey County veterans and their survivors due to Federal benefits and programs;
- b. Annual State revenue dollars received by Ramsey County veterans and their survivors due to State benefits and programs;
- c. Annual number of contacts with clients through personal interviews, telephone calls and public meetings; and

- d. Other reports as requested by the County Board or the County Manager.

#### **4.68.00 Housing Stability Department**

##### **4.68.10 Department Establishment**

Pursuant to County Resolution #B2021-050 there shall be a Housing Stability Department which shall be under the direction and supervision of the County Manager.

##### **4.68.20 Director and Appointing Authority of Director**

The Director of the Housing Stability Department shall be appointed by the County Manager, or the County Manager's designee, as provided for in Chapter 3 of both the Charter and the Administrative Code.

The Director of the Housing Stability Department shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by the Ramsey County Charter in Chapter 3 section 3.02A

##### **4.68.30 Duties and Responsibilities**

Under the supervision of the Director of the Housing Stability Department, the Department shall have the following duties and responsibilities to:

- a. Provide housing stability programs/services in accordance with federal and state law and County Board policy;
- b. Annually prepare a requested operating budget for the Department and to administer the budget as approved by the County Board;
- c. Manage the personnel and fiscal resources authorized by the Board to ensure that services and programs are provided in an efficient, cost effective manner.

##### **4.68.40 Delegation of Authority**

There are no delegations of authority specifically given to the Housing Stability Department.

##### **4.68.50 Reporting Requirements**

The Housing Stability Department shall prepare the following reports for the County Board:

- a. Annual Budget
- b. Reports as needed or requested by the County Board and County Manager.

## **4.70.00 COMMUNITY & ECONOMIC DEVELOPMENT**

### **4.70.10 Department Establishment**

There shall be a Community & Economic Development Department of the Economic Growth and Community Investment Service Team and shall be under the direction and supervision of the County Manager.

The Department shall provide general management and administration services for the Ramsey County Housing Redevelopment Authority.

### **4.70.20 Director and Appointing Authority of Director**

The Director of the Community & Economic Development Department shall be appointed by the County Manager, or the County Manager's designee, as provided for in Chapter 3 of the Home Rule Charter and Chapter 3 of the Administrative Code.

The Director of Community & Economic Development shall appoint, review, transfer, suspend or remove subordinates within the department as authorized by Section 3.02A. of the Charter.

### **4.70.30 Duties and Responsibilities**

The Community & Economic Development Department shall have the following duties and responsibilities to:

- a. Improve the quality of life for individuals and families by maintaining the existing housing stock, expanding homeownership and affordable housing opportunities, installing safe infrastructure and facilities, remediating brownfields sites, redeveloping under-utilized properties, strengthening businesses, navigating economic development resources and encouraging job growth.
- b. Prepare the Housing Redevelopment Authority (HRA) budget and provide staff to serve, program, develop, monitor, and measure all housing development programs within the county, pursuant to Minnesota Statutes, Section 469.004, subd. 5.
- c. Receive and manage entitlement funds from the federal government (U.S. Department of Housing and Urban Development), Community Development Block Grant (CDBG), Home Investment Partnerships Programs (HOME) and other programs.
- d. Provide grants, direct loans, loan guarantees or other forms of credit enhancements, or rental assistance or security deposits in order to facilitate the creation of affordable housing for low-income households.
- e. Administer funds from the Environmental Response Fund, funded through a mortgage registry and deed tax, which aids in the redevelopment and reuse of properties mitigating contamination created by prior land uses.

- f. Provide grants to facilitate the removal of blight and revitalization of underutilized properties or corridors.

#### **4.70.40 Delegations of Authority**

There are no delegations of authority given specifically to the Community & Economic Development Department.

#### **4.70.50 Reporting Requirements**

The Community & Economic Development Department shall prepare and submit the following reports to the County Manager:

- a. Annual budget
- b. Other reports as requested by the County Board, Housing and Redevelopment Authority, or the County Manager.

### **4.80.00 ENTERPRISE AND ADMINISTRATIVE SERVICES**

#### **4.80.10 Department Establishment**

There shall be an Enterprise and Administrative Services Department of the Information and Public Records Service Team and shall be under the direction and supervision of the County Manager by County Board Resolution #B2021-242

#### **4.80.20 Director and Appointing Authority of Director**

The Director of the Enterprise and Administrative Services Department shall be appointed by the County Manager as provided for in Chapter 3 of both the Charter and the Administrative Code.

The Director of the Enterprise and Administrative Services Department shall appoint, review, transfer, suspend or remove subordinates within the Department office as authorized by the Ramsey County Charter in Chapter 3 section 3.02A.

#### **4.80.30 Duties and Responsibilities**

Under the supervision of the Director of Enterprise and Administrative Services, the Department shall have the following duties and responsibilities within the Information and Public Records Service Team and internally within the Department, to:

- a. Provide administrative support functions including procurement, contract management, management analysis, records and facilities management for the Information and Public Records Service Team.
- b. Provide financial support services relating to personal and fiscal management, in coordination with the Information and Public Records Controller, including

preparation of an annual budget, ongoing budget monitoring, accounting services, revenue collections, and payroll functions.

- c. Implement and coordinate shared Administration services at the direction of the Deputy County Manager for the information and Public Records Service Team.
- d. Provide Enterprise Services to connect residents to County and community services, including navigator and service center functions.
- e. Provide enterprise project management, business analysis, process improvement and organizational change management services to all County divisions and departments;

#### **4.80.40 Delegation of Authority**

There are no delegations of authority specifically given to the Enterprise and Administrative Services Department.

#### **4.80.50 Reporting Requirements**

The Enterprise and Administrative Services Department shall prepare and submit the following reports to the Count Manager

- a. Annual budget
- b. Other reports as requested by the County Board or the County Manager.

## **CHAPTER 4 ORGANIZATION OF DEPARTMENTS, OFFICES AND AGENCIES**

### **4.00.00 INTRODUCTION**

In accordance with the County Charter, Section 4.01 A., the following departments, offices and agencies shall comprise the organization of Ramsey County. The activities of these departments, offices and agencies are identified and defined in accordance with the Charter.

The Offices of the County Attorney and the County Sheriff are directed by elected officials. The Charter specifically states that provisions in Section 4.01 shall not apply to the elective Offices of the Sheriff and County Attorney.<sup>1</sup>

Service Teams align the organization of Ramsey County into four strategic groupings of departments, offices and agencies for the purpose of coordinating multi-department function and integrating high-level administrative implementation.

The following Service Teams are administered by Deputy County Managers appointed by the County Manager. (Res. # B2015-056)

- Information and Public Records
  - Communications and Public Relations
  - County Assessor
  - Enterprise and Administrative Services
  - Information Services
  - Property Tax, Records and Election Services
- Safety and Justice
  - County Attorney's Office
  - County Sheriff's Office
  - Emergency Communications
  - Emergency Management & Homeland Security
  - Medical Examiner
- Health and Wellness
  - Community Corrections
  - Social Services
  - Financial Assistance Services
  - Public Health
  - Veterans Services Administration
- Economic Growth and Community Investment
  - Community & Economic Development
  - Housing Stability
  - Library
  - Parks & Recreation
  - Property Management
  - Public Works
  - Workforce Solutions

<sup>1</sup> Underlined text indicates language contained in the Ramsey County Charter.

The Countywide Strategic Team is administered by the Director of Policy Analysis and Planning and includes the following departments and divisions administered by directors appointed by the County Manager, pursuant to the County Charter, Section 3.02:

- Finance
- Human Resources
- Policy Analysis and Planning

The following departments and divisions are administered by directors appointed by the County Manager and serving in the County's Classified Service, in accordance with Minnesota Statute, Sections 383A.283 and 383A.286:

- Affirmative Action
- Finance
- Human Resources

The following departments are administered by department directors through special appointment procedures which are summarized in each department's description:

- County Extension Service
- Medical Examiner
- Community Corrections

#### **4.00.05 Delegation of Authority**

Ramsey County department heads and/or departments have been granted the following broad-based, ongoing authorities delegated by the County Board of Commissioners:

- a. Department heads are authorized to approve leases for equipment rentals when the department has sufficient funds and the rental term either does not exceed 12 months or permits cancellation upon no more than 60 days' notice, such as postage meters.  
Source: County Board Resolution #80-1103.
- b. Expenditures for Citizen and Volunteer Committees: Department heads are authorized as the sole authority in each department to approve expenditures for citizen committees and volunteers, pursuant to opinions rendered by the Ramsey County Attorney, and limited to the amount budgeted by the County Board for each department. All supplemental appropriations shall be submitted to the County Board prior to incurring the expense. Department heads shall not delegate this authority to anyone else in the department under any circumstances.  
Source: County Board Resolution #84-376.
- c. Each department is authorized to make small order (micro) purchases in conformance with state statutes and federal regulations without formal competitive



solicitations. Each department shall notify the Procurement Manager of those who are authorized by the department head to make such purchases.

Source: County Board Resolution 2010-290 (superseded County Board Resolution #94-515).

- d. Each county department or agency may establish an imprest petty cash account, upon approval of the Director of Finance, for the purpose of making minor disbursements and to provide for making change. No single purchase from the account shall be more than \$50.

Before a department or agency establishes an imprest petty cash account, the department head shall present a request showing the need for the account to the director of Finance. The request will include the purpose for which the funds are to be used, the amount requested, and the name of the individual who will act as custodian of the account. The Director of Finance will approve or deny the request and notify the requesting department in writing of the decision.

Source: County Board Resolution #83-196.

- e. Department heads are authorized to approve tuition refunds for continuing education requirements when the courses are directly job related.

Source: County Board Resolution #80-1104.

Department-specific delegations of authority are summarized in the department descriptions that follow in this chapter.

#### **4.00.10 Outline of Chapter**

##### **Elected Officials:**

4.03 County Attorney's Office

4.06 County Sheriff's Office

##### **Other Related Units:**

4.12 County Extension Service

4.18 Workforce Solutions

4.24 Medical Examiner

##### **Staff Divisions:**

4.27 Affirmative Action

4.28 Health and Wellness Administration

4.32 Health Care Systems

4.33 Information Services

4.36 Human Resources

4.39 Policy Analysis and Planning

##### **Line Departments:**

- 4.46 Finance
- 4.48 Community Corrections
- 4.51 Social Services
- 4.52 Financial Assistance Services
- 4.53 Property Management
- 4.54 Parks & Recreation
- 4.55 Emergency Communications
- 4.56 Emergency Management and Homeland Security
- 4.57 Property Tax, Records and Revenue
- 4.58 County Assessor
- 4.59 Communications and Public Relations
- 4.60 Public Health
- 4.63 Public Works
- 4.64 Library
- 4.66 Veterans Services
- 4.68 Housing Stability
- 4.69 Enterprise and Administrative Services
- 4.70 Community & Economic Development

#### **4.00.20 Chapter Contents**

For each department, or office description the following information is provided:

- 4.XX.10 Summary of the nature of the department, or office.
- 4.XX.20 Identity of the lead administrative officer.
- 4.XX.30 Description of the key duties and responsibilities of the department, or office.
- 4.XX.40 If appropriate, delegations of authority granted that specific department, or office.
- 4.XX.50 List of reports made internally to either the County Board or the County Manager.

#### **4.03.00 COUNTY ATTORNEY'S OFFICE**

##### **4.03.10 Office Establishment**

Minnesota Statutes, Section 388.01, establishes that in each Minnesota county, there shall be a County Attorney who shall be elected by the people of the county for a term of four years.

When a vacancy occurs in the Office of the County Attorney, the County Board shall fill it by appointment, in accordance with Minnesota Statutes, Section 375.08.

#### **4.03.20 Director and Appointing Authority of Director**

The elected County Attorney is vested with the authority to direct office policy and employees.

In addition, the elected County Attorney is authorized, with the budgetary consent of the County Board, to appoint his/her assistants and staff employees.

#### **4.03.30 Duties and Responsibilities**

The County Attorney's duties are established by State law in Minnesota Statutes, Section 388.051, and by the Ramsey County Charter, as follows, to:

- a. Appear in all cases, civil and criminal;
- b. Give opinions and advice, upon the request of the County Board or any county officer, upon all matters in which the County is or may be interested, or in relation to the official duties of the Board or officers;
- c. Prosecute felonies, including the drawing of indictments found by the grand jury, and to the extent prescribed by law, gross misdemeanors, misdemeanors, petty misdemeanors and violations of city and county ordinances, charter provisions and rules or regulations;
- d. Attend before the grand jury, give them legal advice and examine witnesses in their presence;
- e. Request the court to issue subpoenas to bring witnesses before the grand jury or any other judge or judicial officer before whom the County Attorney is conducting a criminal hearing;
- f. Attend any inquest at the request of the Medical Examiner;
- g. Appear, when requested by the Attorney General, for the State in any case instituted by the Attorney General in the County Attorney's county or before the United States Land Office in case of application to pre-empt or locate any public lands claimed by the State and assist in preparation and trial;
- h. Maintain an annotated version of the Ramsey County Charter which notes any provisions of the Charter superseded by law, pursuant to Ramsey County Charter, Section 11.01;
- i. Pursuant to the Ramsey County Charter, Section 2.02 F., upon authorization by the County Board, to conduct an investigation into the affairs of the County and the conduct of any County department, office, agency, board or commission by subpoenaing witnesses, administering oaths, taking testimony, and requiring the production of evidence.

#### **4.03.40 Delegation of Authority (Res. B2021-084)**

The Ramsey County Attorney shall facilitate settlements as outlined in the settlement authority tiers below.

<b>Settlement Authority Level</b>	<b>Authority</b>
\$0-\$15,000	Ramsey County Enterprise Risk Manager and the Ramsey County Attorney's Office
\$15,000.01-\$30,000	Civil Director (jointly delegated authority) Ramsey County Manager, Ramsey County Chief Financial Officer and Ramsey County Attorney, or their designees (jointly delegated authority)
Greater than \$30,000	Ramsey County Board via closed meeting

Please refer to Admin Code 3.40.21 for claims settlement authority.

\*\*\* below shows the referred section 3.40.21 - Claims

**3.40.21 Claims (Res. #94-211)**

- a. The Ramsey County Manager shall settle claims in accordance with the following authority levels

<b><u>Settlement Authority Level</u></b>	<b><u>Authority</u></b>
<u>\$0-\$15,000</u>	<u>Ramsey County Enterprise Risk Manager and the Ramsey County Attorney's Office Civil Director (jointly delegated authority)</u>
<u>\$15,000.01-\$30,000</u>	<u>Ramsey County Manager, Ramsey County Chief Financial Officer and Ramsey County Attorney, or their designees (jointly delegated authority)</u>
<u>Greater than \$30,000</u>	<u>Ramsey County Board via close meeting</u>

- b. Exceptions:

1. The County Manager's authority does not apply to tax valuation cases or child support cases, which the County Attorney has authority to resolve pursuant to state or federal laws.
2. This provision does not apply to workers' compensation cases, because payments are made pursuant to state statute or court order.
3. County Board approval shall be obtained, if required by state law, for certain payments to highly-compensated employees.  
Source: Minn. Stat. 465.722.

**4.03.50 Reporting Requirements**

The County Attorney's reporting requirements to the County Board are limited

to budgetary items relating to the operation of the County Attorney's office.

## **4.06.00 COUNTY SHERIFF'S OFFICE**

### **4.06.10 Office Establishment**

Minnesota Statutes, Section 382.01, provides that in each Minnesota county, there shall be a Sheriff who shall be elected by the people of the county for a term of four years. The first Ramsey County Sheriff was elected in 1849, nine years before the establishment of the State of Minnesota.

When a vacancy occurs in the Office of the County Sheriff, the County Board shall fill it by appointment, in accordance with Minnesota Statutes, Section 375.08.

### **4.06.20 Director and Appointing Authority of Director**

The elected Sheriff is vested with the authority to direct office policy and employees.

In addition, the elected Sheriff is authorized, with the budgetary consent of the County Board, to appoint other employees in the office.

### **4.6.30 Duties and Responsibilities**

The Sheriff's duties are established in Minnesota Statutes, Chapter 387, as follows, to:

- a. Keep and preserve the peace of the county;
- b. Keep and apprehend all felons;
- c. Execute all processes, writs, precepts, and orders issued or made by lawful authority and delivered to the Sheriff;
- d. Serve all papers, post all notices named by law to be served or posted in behalf to the State or County, including all papers to be served or notices to be posted by the County Commissioners, County Auditor, or by any other County officer;
- e. Attend upon the terms of the District Court;
- f. Perform all of the duties pertaining to the office, including searching and dragging for drowned bodies and searching and looking for lost persons; and
- g. Have the charge and custody of the County jail and receive and safely keep therein all persons lawfully committed thereto and not release any person therefrom unless discharged by due course of law.

### **4.06.40 Delegation of Authority**

The Ramsey County Sheriff is designated to act on behalf of the Board of Ramsey

County Commissioners as an employer in any labor agreements between the County of Ramsey and Teamster Local No. 320 for the administration of articles in the labor agreement relating to the selection, direction, discipline and discharge of employees in his department, pursuant to the labor agreement. The Board of Ramsey County Commissioners shall cooperate with the Sheriff in negotiating future labor agreements involving employees of the Ramsey County Sheriff's Office. All other matters are the responsibility of the Board of Ramsey County Commissioners, who is the final budget authority.

Source: Ramsey County Board Resolution #82-193.

#### **4.06.50 Reporting Requirements**

The Sheriff's reporting requirements to the County Board are limited to budgetary items relating to the operation of the Sheriff's Office.

### **4.12.00 COUNTY EXTENSION SERVICE**

#### **4.12.10 Department Establishment**

The County Extension Service is maintained through the Minnesota Extension Service of the University of Minnesota, as a partnership of the Federal, State and County governments, in accordance with Minnesota Statutes, Sections 38.33 through 38.38. The extension work is completed under the direction and supervision of the Dean and Director of the Minnesota Extension Service, or the Director's designee, acting with the County Extension Committee.

The County Extension Committee must have nine members consisting of two County Commissioners, a member of County administration and six members appointed by the County Board.

The County may incur expenses and expend money for County Extension work at a rate which reflects the county's monetary share as recommended by the County Board. The appropriation must be spent under the direction of the Director of Extension, acting with the County Extension Committee.

#### **4.12.20 Director and Appointing Authority of Director**

The Director of County Extension shall be appointed by the Dean and Director of the Minnesota Extension Service. The Ramsey County Extension Committee shall review all final candidates. The appointment will be made following consultation with and approval of the Ramsey County Extension Committee. The County Extension Director will be a University employee and must be employed according to University personnel procedures.

In cooperation with the Ramsey County Extension Committee, the County Extension Director will supervise and review county agent performance as well as coordinate the appointment, transfer, suspension or removal of county extension staff in accordance with University personnel procedures.

Paraprofessional educators will be appointed, supervised, reviewed, transferred, suspended or removed by the County Extension Director or designee in accordance

with University of Minnesota Civil Service policies.

Other staff, including office support staff and seasonal employees, will be appointed, supervised, reviewed, transferred, suspended or removed by the County Extension Director or designee in accordance with either the Ramsey County personnel or the University of Minnesota Civil Service policies, whichever is applicable to the position.

#### **4.12.30 Duties and Responsibilities**

In accordance with Minnesota Statutes, Sections 38.33 through 38.38, in cooperation with the County Extension Committee, and under the supervision of the County Extension Director, the Extension Service shall have the following duties and responsibilities, to:

- a. Annually, plan and develop a program of work in cooperation with the County Extension Committee, Minnesota Extension Service and the USDA, in accordance with Minnesota Statutes, Section 38.37;<sup>2</sup>
- b. Provide educational programs and services in the areas of agriculture, economic and human development, community leadership and environmental and natural resources; and
- c. Facilitate the exchange of information with the University of Minnesota and the community, advancing the impact of information, non-credit, research-based education.

#### **4.12.40 Delegation of Authority**

There are no delegations of authority specifically given to the County Extension Service.

#### **4.12.50 Reporting Requirements**

The Extension Service will prepare and submit the following reports:

- a. An annual budget, in accordance with County guidelines, which will be submitted to the County Board, pursuant to Minnesota Statutes, Section 38.36; and
- b. A record of all County Extension committee proceedings, pursuant to Minnesota Statutes, Section 38.38.

#### **4.18.00 Workforce Solutions**

##### **4.18.10 Department Establishment**

Ordinance 2000-204 (June 13, 2000) authorized the establishment of a department merging the functions of Ramsey County Job Training Program, the City of Saint Paul Workforce Development Program, and the Ramsey County Minnesota Family Investment Program – Employment Services Program.

Workforce Solutions is an operating department that administers Federal and State-

funded employment programs. The primary Federal legislation regulating operation of the department is the Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128.

The Governor of the State of Minnesota designated Ramsey County, including the City of Saint Paul, as a Local Workforce Development Area (LWDA) for the operation of workforce development programs under WIOA at the local level. The County and the City have appointed members of a Local Workforce Development Board, known locally as the Workforce Innovation Board (WIB) of Ramsey County, in accordance with the provisions of the Joint Powers Agreement between the County and the City of Saint Paul and WIOA. A request for certification of the WIB is submitted to the Governor every two years. The WIB members shall be appointed for two-year terms. The WIB shall develop its own bylaws.

#### **4.18.20 Director and Appointing Authority of Director**

The Director of the Workforce Solutions Department shall be appointed by the County Manager, or the County Manager's designee, as provided for in Chapter 3 of the Home Rule Charter and Chapter 3 of the Administrative Code. The Department Director shall also serve as the WIB Executive Director.

The Director of Workforce Solutions shall appoint, review, transfer, suspend or remove subordinates within that Department as authorized by Section 3.02 A. of the Charter.

#### **4.18.30 Duties and Responsibilities**

Under the supervision of the Director of Workforce Solutions, the Department shall have authority over the following programs: WIOA Title 1 – Adult and Dislocated Worker Programs, WIOA Title 1 – Youth Programs, MN Statute 116L.17 – State Dislocated Worker Programs, MN Statute 116L.56- Minnesota Youth Program, Social Security Act – Part A of Title IV Programs (TANF). The department will have the following duties and responsibilities:

- a. Provide vocational assessment and counseling to assist eligible clients in making career decisions that are relevant to their abilities;
- b. Provide vocational training, job search skills, on-the-job training or work experience, and job development/placement services to assist eligible clients in obtaining unsubsidized employment to become economically self-sufficient;
- c. Provide at-risk youth, ages 14-24, with meaningful and well-supervised work experience, orientation to work, life skills training and basic skills training to increase their future employability;
- d. Provide case management and employment and training services for families receiving Temporary Assistance to Needy Families (TANF) under the Minnesota Family Investment Program (MFIP), to help them prepare for the labor market and become independent of public assistance;



- e. Provide employment and training services to individuals who have been laid off and/or are seeking employment services and are living and/or working in suburban Ramsey County;
- f. Engage private sector and other community representatives in planning, implementing, monitoring and evaluating employment and training programs to ensure relevant programming to the needs of Ramsey County residents; and
- g. Provide staff support for the WIB.

#### **4.18.40 Delegation of Authority**

There are no delegations of authority specifically given to Workforce Solutions.

#### **4.18.50 Reporting Requirements**

The WIOA Program will prepare and submit annually the following reports to the commissioners representing the County on the WIB:

- a. Quarterly participant reports by program, including plan versus actual performance, client characteristics, placement statistics, and performance standards;
- b. Financial reports by program; and
- c. Other reports as requested by the County Board, the Saint Paul City Council, or the WIB.

### **4.24.00 MEDICAL EXAMINER**

#### **4.24.10 Office Establishment**

The Medical Examiner's office is a separate operating department within the County, under the direction of the Medical Examiner.

#### **4.24.20 Director and Appointing Authority of Director**

The Medical Examiner shall be appointed by the County Board as provided under Minnesota Statutes, Section 390.005, and other relevant laws.

#### **4.24.30 Duties and Responsibilities**

Minnesota Statutes, Section 390.11, mandates the responsibilities of the Medical Examiner.

#### **4.24.40 Delegation of Authority**

There are no delegations of authority specifically given to the Medical Examiner's Office.

#### **4.24.50 Reporting Requirements**

The Medical Examiner submits a budget on an annual basis to the County Manager.

### **4.27.00 AFFIRMATIVE ACTION**

#### **4.27.10 Establishment**

There shall be an Affirmative Action , which shall be a of the County Manager's Office and shall be under the direction and supervision of the County Manager. The shall provide equal opportunity/affirmative action directions to all County departments, offices and agencies to attain equal opportunity in employment and services.

#### **4.27.20 Director and Appointing Authority of Director**

The Director of Affirmative Action Programs is a classified County position, in accordance with Minnesota Statutes, Section 383A.286, Subdivision 2(c), subject to all the laws and rules that pertain to the Classified Service.

The Director of Affirmative Action Programs shall be appointed by the County Manager as provided for in Chapter 3 of the Administrative Code. The appointment shall be based upon merit, fitness and ability to perform the duties of the position.

The transfer, suspension or removal of the Director is subject to the laws and rules that pertain to the Classified Service.

The Director of Affirmative Action Programs shall appoint, review, transfer, suspend or remove subordinates within that office as authorized by Section 3.02 A. of the Charter.

#### **4.27.30 Duties and Responsibilities**

Under the supervision of the Director of Affirmative Action Programs, the shall have the following duties and responsibilities, to:

- a. Write and administer an Affirmative Action Program which is in accordance with all applicable equal employment opportunity/affirmative action laws and regulations of the Federal and State governments and County Board policy;
- b. Investigate discrimination complaints and violations of the Affirmative Action Plan and facilitate specialized advice and counseling to County employees to resolve complaints;
- c. Design, collect and analyze data to assess the progress of the program and

report where further action is needed;

- d. Establish affirmative action hiring goals and timetables for the employment of minorities, women and the disabled for all County departments, offices and agencies; and
- e. Coordinate and assist in the recruitment of minorities, women and disabled for County positions.

#### **4.27.40 Delegation of Authority**

There are no delegations of authority specifically given to the Affirmative Action .

#### **4.27.50 Reporting Requirements**

The Affirmative Action shall report annually to the County Manager on the progress of the Affirmative Action Program per County Board Resolution #84-767 and submit other reports as requested by the County Board and/or County Manager.

### **4.28.00 HEALTH AND WELLNESS ADMINISTRATION**

#### **4.28.10 Establishment**

Pursuant to County Resolution #B2015-422, there shall be a Health and Wellness Administration which shall be a line of the Health and Wellness Service Team and shall be under the direction and supervision of the County Manager. The Health and Wellness Administration shall provide staff, support, and administrative functions to the Financial Assistance Services Department, Social Services Department, and internally within the .

#### **4.28.20 Director and Appointing Authority of the Director**

The Director of the Health and Wellness Administration shall be appointed by the County Manager as provided for in Chapter 3 of both the Charter and the Administration Code.

The Director of the Health and Wellness Administration shall appoint, review, transfer, suspend or remove subordinates within the as authorized by Section 3.02A of the Charter.

#### **4.28.30 Duties and Responsibilities**

The Health and Wellness Administration shall have the following duties and responsibilities within the Financial Assistance Services Department, Social Services Department and internally within the to:

- a. Provide business systems & support services such as help desk, management analysis, data analysis, records management, and facilities services directly

related to the business functions;

- b. Provide financial services relating to the management of personnel and fiscal. Included in these services are the preparation of an annual budget, ongoing budget monitoring, accounting services, revenue collection, and payroll functions;
- c. Perform such other Administration functions including procurement, contract management, planning, research and evaluation;
- d. Implement and coordinate shared Administration services at the direction of the Deputy County Manager for the Health and Wellness Service Team.

#### **4.28.40 Delegations of Authority**

There are no delegations of authority specifically given to the Health and Wellness Administration .

#### **4.28.50 Reporting Requirements**

The Health and Wellness Administration shall prepare and submit the following reports to the County Manager:

- a. Annual budget
- b. Annual report for each consumer group, including additional outcome material that demonstrates how purchase-of-service contracts and/or agreements are meeting the county's priorities and outcomes that demonstrate program effectiveness, per County Board Resolution 94-271.

### **4.33.00 INFORMATION SERVICES**

#### **4.33.10 Office Establishment**

The Data Processing Department was established as a single county-wide Department on January 24, 1972, Resolution #9-1062. The name was changed on February 1, 1994 to Department of Information Services. On March 14, 1977, Resolution #77-343, an Enterprise Fund Accounting System (now called an Internal Service Fund) was established for the Department. The Department is under the direction and supervision of the County Manager.

#### **4.33.20 Director and Appointing Authority of Director**

The Director of Information Services shall be appointed by the County Manager as provided for in Chapter 3 of both the Charter and the Administrative Code.

The Director of Information Services shall appoint, review, transfer, suspend or remove subordinates within that office as authorized by the Ramsey County Charter in Chapter 3 Section 3.02 A.

#### **4.33.30 Duties and Responsibilities**

Under the supervision of the Director of Information Services the Department shall have the following duties and responsibilities, to:

- a. Consult with, define, and develop systems applications for County departments;
- b. Develop and implement hardware and program applications;
- c. Operate and maintain mainframe computer and related equipment;
- d. Establish central data entry and control functions;
- e. Support the development and implementation of micro- computing, word processing, and office automation applications for County departments;
- f. Apply technical innovations and developments to the County systems;
- g. Prepare the Department's annual audited financial report according to generally accepted accounting principles as promulgated by the Governmental Accounting Standards Board;
- h. Prepare annual rates to be charged for Information Services for submission to the Ramsey County Board of Commissioners; and
- i. Provide Ramsey County with centralized records management including, document storage, confidential destruction, and micrographics.

#### **4.33.40 Delegation of Authority**

There are no delegations of authority specifically given to the Department of Information Services.

#### **4.33.50 Reporting Requirements**

The Department of Information Services will prepare and submit the following reports to the County Board:

- a. An annual audited financial report is submitted after each calendar year end;
- b. Request to establish annually the rates for department services; and
- c. Other reports as requested by the County Board and/or County Manager.

#### **4.36.00 HUMAN RESOURCES**

#### **4.36.10 Department Establishment**

The Human Resources Department was created by the Ramsey County Personnel Act (Minnesota Statutes, Section 383A.281 et seq). The Department operates under the Director of Human Resources who reports directly to the County Manager.

#### **4.36.20 Director and Appointing Authority of Director**

The Director of Human Resources is a classified County position, in accordance with Minnesota Statutes, Section 383A.283, Subdivision 2, subject to all the laws and rules that pertain to the Classified Service.

The Director of Human Resources is appointed by the County Manager, subject to the approval of the County Board, in accordance with Minnesota Statutes, Section 383A.283, Subdivision 2 of the Ramsey County Personnel Act. The appointment shall be based on merit and fitness as determined by a competitive examination.

The transfer, suspension or removal of the Director by the County Manager is subject to the laws and rules that pertain to the Classified Service.

The Director of Human Resources shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by Section 3.02 A. Charter.

#### **4.36.30 Duties and Responsibilities**

Under the supervision of the Director of Human Resources, the Department shall have following duties and responsibilities, to:

- a. Develop personnel policies conducive to providing and maintaining a workforce that meets the needs of County departments;
- b. Ensure compliance with the Ramsey County Personnel Act, Personnel Rules, union contracts, County Board resolutions and all other laws and regulations governing personnel administration in Ramsey County;
- c. Recruit qualified applicants and fill vacancies through a competitive process;
- d. Develop and maintain a classification/compensation plan that insures internal pay equity and provides external competitiveness with other employees;
- e. Negotiate and administer collective bargaining agreements that balance the goals and objectives of the County with the needs and aspirations of organized employees;
- f. Develop and manage an employee and retiree insurance benefits program that will meet the needs of employees and retirees containing costs to County taxpayers and benefit plan participants. Ensure that costs are consistent with the value received. Maintain all insurance benefit records of employees and retirees;

- g. Provide a training and development program and performance appraisal process that will improve the skills and commitment of County employees and assist them in attaining their career goals;
- h. Develop and maintain an employee recognition program that will enhance the quality of work life for employees;
- i. In conjunction with the County Attorney's Office, identify, analyze, manage and monitor workers' compensation risks to prevent and/or minimize the consequences of loss by using appropriate risk management techniques, including risk financing;
- j. In conjunction with the County Attorney's Office, assess fluctuating exposures to workers' compensation loss, loss bearing capacity and available financial resources on an ongoing basis; ensure proper actuarial basis to liability funding, and manage such funds; and direct departments on proper funding levels for insured and self-funded programs;
- k. Design, manage and evaluate all occupational health and safety programs and plans using generally accepted occupational health and safety practices; and
- l. Ensure that work and public service environments are reasonably free from hazards to persons and property and comply with Federal and State laws.

#### **4.36.40 Delegation of Authority**

There are no delegations of authority specifically given to the Human Resources Department.

#### **4.36.50 Reporting Requirements**

The majority of reports submitted to the County Board and the County Manager are for informational purposes and are provided on an "as needed" basis. In addition to the following reports which are submitted on a regular basis, the Department will provide other reports as requested by the County and/or County Board.

- a. Annual report to the County Manager on sick leave usage by department;
- b. Annual report to the County Board on appointments above the minimum in the Department Head/ Director Compensation Plan per County Board Resolution #88-671;
- c. Annual report to the County Board on non-bargaining unit classifications above the Pay Equity Corridor that became vacant and were brought into the Corridor; and
- d. Results of Requests for Proposals for County benefit plans that are conducted per State Statutes or earlier as deemed necessary by the Department.

## **4.39.00 POLICY ANALYSIS AND PLANNING**

### **4.39.10 Establishment**

There shall be a Policy Analysis and Planning which shall be a of the County Manager's Office and shall be under the direction and supervision of the County Manager.

### **4.39.20 Director and Appointing Authority of Director**

The Director of Policy Analysis and Planning shall be appointed by the County Manager as provided for in Chapter 3 of both the Charter and the Administrative Code.

The Director of Policy Analysis and Planning shall appoint, review, transfer, suspend or remove subordinates within that office as authorized by Section 3.02 A. of the Charter.

### **4.39.30 Duties and Responsibilities**

Under the supervision of the Director of Policy Analysis and Planning, the shall have the following duties and responsibilities, to:

- a. Support the policy makers of Ramsey County in their decision-making process;
- b. Investigate alternative policy options by applying analytical tools in a formal and deliberate manner to specific policy issues, while taking community and organizational dynamics into consideration;
- c. Be responsive to the information and analytic needs of the County Board and County Manager;
- d. Anticipate and develop policies where necessary for the County Board, County Manager, County departments and divisions;
- e. Review and modify existing County policies where appropriate;
- f. Assist in implementation and/or evaluation activities related to County policies on an as needed basis;
- g. Operate in cooperation with all County departments and divisions;
- h. Develop reports for the County Board and County Manager and present the findings, conclusions and recommendations of all reports;
- i. Staff the Charter Commission, including preparation of materials, notification of meetings and taking of meeting minutes; and
- j. Other duties as assigned by the County Manager.



#### **4.39.40 Delegation of Authority**

There are no delegations of authority specifically given to the Policy Analysis .

#### **4.39.50 Reporting Requirements**

The Policy Analysis will prepare and submit specialized policy and planning reports to the County Board and the County Manager as needed or as requested.

**4.45.00** (see 4.03.00 County Attorney, and 4.36.00 Human Resources)

#### **4.46.00 FINANCE**

##### **4.46.10 Department Establishment**

There shall be a Finance Department which shall be a Department of the Countywide Strategic Team and shall be under the direction and supervision of the County Manager.  
Source: County Board Resolution 2012-303

##### **4.46.20 Director and Appointing Authority of Director**

The Director of Finance is a classified County position, in accordance with Minnesota Statutes, Section 383A.286, Subdivision 2(c), subject to all of the laws and rules that pertain to the Classified Service.

The Director of Finance shall serve as the Chief Financial Officer for the County and shall be appointed by the County Manager as provided for in Chapter 3 of the Administrative Code. The appointment shall be based upon merit, fitness and ability to perform the duties of the position.

The transfer, suspension or removal of the Director is subject to the laws and rules that pertain to the Classified Service.

The Director of Finance shall appoint, review, transfer, suspend or remove subordinates within that office as authorized by Section 3.02 A. of the Charter.

#### **4.46.30 Duties and Responsibilities**

Under the supervision of the Director of Finance, the Department shall have the following duties and responsibilities, to:

- a. Administer the financial affairs of Ramsey County government to ensure the accountability of public funds based on laws, rules and regulations of the Federal and State governments and County Board policy;
- b. Assist in the financial analysis and annual preparation of the County's proposed operating budget and the proposed capital improvement program budget;
- c. Annually administer the County's approved operating budget and the approved Capital Improvements Program budget;
- d. Maintain and improve the county-wide accounting, procurement and payroll systems based on generally accepted accounting principles;
- e. Provide centralized financial management and processing of all County-wide cash receipts and disbursements for County operating and fiduciary functions;
- f. Manage internal and external audits and prepare the County's comprehensive annual financial report according to generally accepted accounting principles as promulgated by the Governmental Accounting Standards Board; and
- g. Advise and assist the County Board, County Manager, and County departments in the areas of financial management;
- h. Provide cash management, investment management, and debt financing services in compliance with the laws of the State of Minnesota. Interest and profits accruing from such investments shall, when collected, be credited to the appropriate County funds. (The Investment function was transferred from the Property Records and Revenue Department to the Finance Department pursuant to County Board Resolution #98-483. Previous Source: County Board Resolution #82-991);
- i. Provide centralized management of the Countywide procurement function.  
Source: County Board Resolution 2010-124.

#### **4.46.40 Delegation of Authority**

In a three-part delegation of authority related to public works construction contracts, the Director of Finance is authorized to make the budget adjustments within the limits set by the County Board.

See Section 3.40.27 f., County Manager, and Section 4.63.40, for delegations to the County Manager and the Public Works Director.  
Source: County Board Resolution #89-224.

#### **4.46.50 Reporting Requirements**

The Finance Department will prepare and submit the following reports to the County Manager:

- a. Proposed annual operating budget and capital improvements program budget;
- b. Comprehensive annual financial report;
- c. Monthly report on contracts and final payments approved by the County Manager and County Procurement Manager for approval by the County Board. Source: County Board Resolution 2010-290 (superseded County Board Resolution #83-598);
- d. Annual report on expenditures of the Sheriff's Criminal Forfeitures Fund per County Board Resolution #86-681;
- e. Annual report on expenditures of the County Attorney's Criminal Forfeiture Fund per County Board Resolution #86-680;
- f. Annual report to the County Board on per diems for County facilities that were approved by the County Manager per County Board Resolution #80-1103; and
- g. Other reports as requested by the County Board and/or County Manager.

#### **4.46.60 Procurement Manager**

There may be a county Procurement Manager who shall be appointed by the Director of Finance. Source: County Board Resolution 2010-290

Under the supervision of the Director of Finance, the Procurement Manager shall have the following duties and responsibilities:

- a. Contract with other governmental units to promote competitive bidding, effect economies in volume buying, and provide better service;  
Source: County Board Resolution 2010-290.
- b. Approve contracts and procurements up to the authority granted to and delegated by the County Manager;  
Source: County Board Resolution 2010-290.
- c. Approve requirements for use of performance and payment bonds or equivalent financial securities in conformance with state statutes, federal regulations and county policies;  
Source: County Board Resolution 2010-290.
- d. Develop operating procedures to implement procurement, solicitation and contracting policies in conformance with state statutes, federal regulations and

county policies.  
Source County Board Resolution 2010-290.

#### **4.46.70 Enterprise Risk Manager**

There will be an Enterprise Risk Manager who shall be appointed by the Director of Finance. Source: County Board Resolution 2017-047

Under the supervision of the Director of Finance, the Enterprise Risk Manager shall have the following duties and responsibilities:

- a. Identify, analyze, manage and monitor risks to prevent and/or minimize the consequences of loss by using appropriate risk management techniques, including risk financing.
- b. Assess fluctuating exposures to loss, loss bearing capacity and available financial resources on an ongoing basis; ensure proper actuarial basis to liability funding, and manage such funds; and direct departments on proper funding levels for insured and self-funded programs.
- c. Ensure contracts contain equitable indemnification provisions and insurance requirements, and compliance by contractor.
- d. Manage all suits, demands and claims against the County, consistent with the law and County Board policy; monitor the liability developments and appropriateness of financial reserves for all suits, demands and claims (including incurred but not reported) against the County; advise the County Manager regarding the financial impact of all resolutions of suits, demands and claims proposed by the County Attorney to the County Board.
- e. Determine the required insurance limits and coverages of all County contractors the County enters into agreements with.
- f. Facilitate settlements as outlined in the settlement authority tiers.

<b>Settlement Authority Level</b>	<b>Authority</b>
\$0-\$15,000	Ramsey County Enterprise Risk Manager and the Ramsey County Attorney's Office Civil Director (jointly delegated authority)
\$15,000.01-\$30,000	Ramsey County Manager, Ramsey County Chief Financial Officer and Ramsey County Attorney, or their designees (jointly delegated authority)
Greater than \$30,000	Ramsey County Board via closed meeting

#### **4.48.00 COMMUNITY CORRECTIONS**

##### **4.48.10 Department Establishment**

Minnesota Statutes, Section 383A.404, provides that the Ramsey County Community Corrections Department be established in connection with the courts of the Second Judicial District.

#### **4.48.20 Director and Appointing Authority of Director**

Minnesota Statutes, Section 383A.404, provides that the Director shall be appointed by and serve at the pleasure of a Corrections Management Committee comprised of three judges of the Second Judicial District appointed by the Chief Judge of the district and three members of the County Board of Commissioners appointed by the Chair of the Board. The County Manager shall participate in the selection process by reviewing the applications and making a recommendation to the three commissioners participating on the Corrections Management Committee.

The Director may employ an Assistant Director, a superintendent, and assistant superintendent for each correctional facility in the County, and three principal assistants or supervisors, all of whom shall serve at the pleasure of the Director in the Unclassified Service. The Director shall define the duties of these employees and may delegate powers, duties and responsibilities to them.

#### **4.48.30 Duties and Responsibilities**

Under the supervision of the Director of Community Corrections, the Department shall have the following duties and responsibilities, to:

- a. Supervise adults and juveniles placed on probation by the court, keep accurate records and report to the court;
- b. Conduct and prepare court ordered investigations and make disposition recommendations;
- c. Perform the duties required of probation officers by law;
- d. Provide for various court ordered evaluations;
- e. Facilitate the collection of restitution from offenders and its reimbursement to victims of crime;
- f. Conduct custody and visitation investigations and assist with other Domestic Relations' issues as ordered by the court;
- g. Perform other acts in relation to the above listed duties and other services as ordered by the court; and
- h. Management and control of the operations of the correctional institutions -- the Workhouse, Juvenile Detention and Boys Totem Town Residential Treatment Center -- in accordance with Minnesota Statutes, Section 383A.405.

#### **4.48.40 Delegation of Authority**

There are no delegations of authority specifically given to the Community Corrections Department.

#### **4.48.50 Reporting Requirements**

The Director shall report, annually, to the District Court of the Second Judicial District with reference to the conditions and disposition and other pertinent facts relative to the work of the Department and shall furnish a copy of the report to the County Board of Commissioners, the Commissioner of Human Services, and to the Commissioner of Corrections as provided for in Minnesota Statutes, Section 383A.405.

### **4.51.00 SOCIAL SERVICES**

#### **4.51.10 Department Establishment**

The Community Human Services Department was established effective January 1, 1980, by County Board Resolution 79-1322 (December 3, 1979). The Department, which is under the direction and supervision of the County Manager, is charged with carrying out the responsibilities and authorities of the County Board for the provision of Social Services and Mental Health Program as required or allowed under Federal or State Law, Rule and Regulation. By Minnesota Law, provision of these services is supervised by the State of Minnesota through the Commissioner of Human Services and administered by county boards.

#### **4.51.20 Director and Appointing Authority of Director**

The Director of the Social Services Department shall be appointed by the County Manager as provided for in Chapter 3 of both the Charter and the Administrative Code. The Director of the Social Services Department shall appoint, review, transfer, suspend or remove subordinates within that Office as authorized by Section 3.02 A. of the County Charter.

#### **4.51.30 Duties and Responsibilities**

Under the supervision of the Director of Social Services, the Department shall have the following duties and responsibilities, to:

- a. Provide directly, or through contract, social service and mental health programs as required or authorized by the Laws, Rules, and Regulations of the Federal and State of Minnesota governments and County Board policy;
- b. Oversee the management and operations of Lake Owasso Residence (LOR) and the Ramsey County Care Center (RCCC);
- c. Monitor and evaluate the quality of the services provided;
- d. Develop and recommend standards to ensure compliance with all appropriate

agency, state, and national standards;

- e. Annually prepare a requested operating budget for the Department and to administer the budget as approved by the County Board; and
- f. Manage the personnel and fiscal resources authorized by the Board to ensure that services and programs are provided in an efficient, cost effective manner.

#### **4.51.40 Delegation of Authority**

The Department of Social Services has been granted the following delegations of authority by the County Board of Commissioners.

- a. Community-Based Waivered Services. The Director of Social Services, or a designee, is authorized to execute the individual agreements on behalf of Ramsey County and its Social Services Department for agreements to be used for services for people with developmental disabilities placed in Title 19 waivered services facilities.

Source: County Board Resolution #84-736.

#### **4.51.50 Reporting Requirements**

The Social Services Department shall prepare the following reports for the County Board:

- a. Annual budget;
- b. Annual report for each consumer group, including additional outcome material that demonstrates how purchase-of-service contracts and/or agreements are meeting the county's priorities and outcomes that demonstrate program effectiveness, per County Board Resolution 94-271;
- c. Reports as needed or requested by the County Board and the County Manager.

### **4.52.00 FINANCIAL ASSISTANCE SERVICES**

#### **4.52.10 Department Establishment**

The Community Human Services Department was established effective January 1, 1980, by County Board Resolution 79-1322 (December 3, 1979). The Department, which is under the direction and supervision of the County Manager, is charged with carrying out the responsibilities and authorities of the County Board for the provision of Income Maintenance as required or allowed under Federal or State Law, Rule and Regulation. By Minnesota Law, provision of these services is supervised by the State of Minnesota through the Commissioner of Human Services and administered by county boards.

#### **4.52.20 Director and Appointing Authority of Director**

The Director of the Financial Assistance Services Department shall be appointed by the County Manager as provided for in Chapter 3 of both the Charter and the Administrative Code.

The Director of the Financial Assistance Services Department shall appoint, review, transfer, suspend or remove subordinates within that Office as authorized by Section 3.02 A. of the County Charter.

#### **4.52.30 Duties and Responsibilities**

Under the supervision of the Director of Financial Assistance Services, the Department shall have the following duties and responsibilities, to:

- a. Provide income maintenance programs/services in accordance with Laws, Rules and Regulations of the Federal and State of Minnesota governments and County Board policy;
- b. Annually prepare a requested operating budget for the Department and to administer the budget as approved by the County Board;
- c. Manage the personnel and fiscal resources authorized by the Board to ensure that services and programs are provided in an efficient, cost effective manner; and

#### **4.52.40 Delegation of Authority**

There are no specific delegations of authority granted to the Financial Assistance Services Department.

#### **4.52.50 Reporting Requirements**

The Financial Assistance Services Department shall prepare the following reports for the County Board:

- a. Annual budget
- b. Annual report for each consumer group, including additional outcome material that demonstrates how purchase-of-service contracts and/or agreements are meeting the county's priorities and outcomes that demonstrate program effectiveness, per County Board Resolution 94-271;

### **4.53.00 PROPERTY MANAGEMENT**

#### **4.53.10 Department Establishment**

There shall be a Property Management Department of the Economic Growth and Community Investment Service Team and shall be under the direction and supervision of the County Manager.

#### **4.53.20 Director and Appointing Authority of Director**

The Director of the Property Management Department shall be appointed by the County Manager, or the County Manager's designee, as provided for in Chapter 3 of the Ramsey County Home Rule Charter and Chapter 3 of the Administrative Code.



The Director of the Property Management Department shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by Section 3.02.A of the Ramsey County Charter.

#### **4.53.30 Duties and Responsibilities**

Under the supervision of the Director of Property Management, the Department shall have the following duties and responsibilities, to:

- a. Manage and administer all County real property interests, including leases; acquisitions; sales; conveyances; construction; deconstruction; building operations and maintenance; renovation; repair; energy management; and physical security;
- b. Assess, plan, program and construct or remodel facilities to be safe, efficient, welcoming, and accessible to support County programs and services;
- c. Advise and assist the County Board, County Manager, and County departments regarding property management;
- d. Establish charges and rentals for the use, sale and availability of Ramsey County and Ramsey County Regional Railroad Authority (RCRRA) property and services and may hold, use, dispose of, invest, and reinvest the income, revenues and funds derived therefrom; and
- e. Manage and administer the properties of the Ramsey County Regional Railroad Authority related to day-to-day land management, maintenance and operations, and non-transit-related capital improvements in accordance with the RCRRA Real Estate Management Plan, and as directed, approved, and/or delegated by the RCRRA.

These duties and responsibilities do not apply to state-owned tax forfeited land administered by Ramsey County or County real property interests under the management of the Community & Economic Development Department, the Public Works Department or the Parks & Recreation Department.

#### **4.53.40 Delegation of Authority**

The following delegations of authority are specifically given to the Director of the Property Management Department to:

- a. Execute documents granting or receiving temporary easements, permits, licenses, rights-of-entry, letters of intent, and memoranda of understanding on or adjacent to County real property interests, which involve not more than \$200 consideration;
- b. Execute certain non-financial amendments to leases that:

1. Extend the lease upon same general terms and conditions;
2. Cure minor scrivener or clerical errors;
3. Update suite numbers;
4. Change hours of operation;
5. Update addresses for Lease Notices; or
6. Other similar amendments; and
7. Execute ancillary real estate documents or documents related to lease agreements, including estoppel agreements, subordination non-disturbance and attornment agreements. Ancillary real estate documents do not include closing documents associated with purchase and sale transactions.

These duties and responsibilities do not apply to state-owned tax forfeited land administered by Ramsey County or County real property interests under the management of the Community & Economic Development Department, the Public Works Department or the Parks & Recreation Department.

#### **4.53.50 Reporting Requirements**

The Property Management Department will prepare and submit the following reports to the County Manager:

- a. Annual budget;
- b. Other reports as requested by the County Board, the RCRRA Board, or the County Manager.

#### **4.54.00 PARKS & RECREATION**

##### **4.54.10 Department Establishment**

There shall be a Parks & Recreation Department which is an operating Department of the County responsible for planning, acquisition, development and operation of the County's park and open space areas. The Department represents Ramsey County as an implementing agency for the Regional Recreation Open Space System.

##### **4.54.20 Director and Appointing Authority of Director**

The Director of the Parks & Recreation Department shall be appointed by the County Manager, or the County Manager's designee, as provided in Chapter 3 of the Home Rule Charter and Chapter 3 of the Administrative Code.

The Director of the Parks & Recreation Department shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by Section 3.02 A.

of the Charter.

#### **4.54.30 Duties and Responsibilities**

Under the direction and supervision of the Director of Parks & Recreation, the Department shall have the following duties and responsibilities, to:

- a. Prepare and maintain a comprehensive system plan, master plans and development concepts for a system of parks, open space, trails and special recreational areas;
- b. Acquire land within the boundaries of approved master plans and maintain all land records associated with these transactions;
- c. Prepare construction documents and manage all development and redevelopment of parks, open space and special recreation areas;
- d. Administer the financial affairs of the Department, accounting for all expenditures and revenues in accordance with County policy and procedures:
  - i. To prepare and implement the Department's annual operating budget; and
  - ii. To prepare and implement a capital improvement program for the development and redevelopment of County and regional parks and recreation areas;
- e. Encourage public use and awareness of park and recreation areas through promotion and delivery of outdoor recreation and nature interpretive programs;
- f. Operate and maintain all County park and recreation areas to assure high quality and continued service to the public;
- g. Provide professional and staff support to the Ramsey County Parks & Recreation Commission;
- h. Carry out and enforce the provisions of "An Ordinance for the Control and Management of Park, Recreation and Open Space Areas and Facilities Under the Jurisdiction of the Ramsey County Board of Commissioners," adopted by Ramsey County Board Resolution #92-177 amended in County Board Resolution #2007-122;
- i. Review and make recommendations to the Ramsey County Board of Commissioners regarding requests for conversion of park and open space land for other non-park uses; and
- j. Pursuant to Minnesota Statutes, Section 383A.606 and Ramsey County Board resolution #B2018-169, exercise the duties and responsibilities of a soil and water conservation district as described in Minnesota Statutes, Chapter 103C, as amended from time to time.

#### **4.54.40 Delegation of Authority**

The Director of Parks & Recreation is authorized to accept gifts of cash or personal property of up to \$500 in value which come without restrictions or with the single restriction that they be used in connection with a program within the department. The County Manager is authorized to appropriate cash gifts consistent with the intent of the donor.

Source: County Board Resolution #88-554.

#### **4.54.50 Reporting Requirements**

The Parks & Recreation Department will prepare and submit the following reports to the County Manager:

- a. Annual operating statements for the County ice arenas and golf courses;
- b. Annual "State of the Parks" report from the Ramsey County Parks & Recreation Commission; and
- c. Special reports on Department activity as may be requested by the County Manager or Board of Commissioners.

### **4.55.00 EMERGENCY COMMUNICATIONS**

#### **4.55.10 Department Establishment**

There shall be an Emergency Communications Department per County Board Ordinance 2007-34.<sup>5</sup>

The Department shall be an operating department of the County responsible for operation of the countywide public safety communications system and the consolidated Emergency Communications Center.

The Joint Powers Agreements between the County and cities receiving dispatch services created a Dispatch Policy Committee which serves in an advisory capacity to the County Board on matters relating to Emergency Communications Center performance and cost.

#### **4.55.20 Director and Appointing Authority of Director**

The Director of Emergency Communications shall be appointed by the County Manager, or the County Manager's designee, as provided in Chapter 3 of the Home Rule Charter and Chapter 3 of the Administrative Code.

The Director of Emergency Communications shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by Section 3.02 A. of the Charter.

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<sup>5</sup> Adopted as Ordinance on November 6, 2007 with retroactive implementation as of January 1, 2006; incorporating Board Resolutions #2005-365, dated October 2, 2005 and #2005-371, dated October 11, 2005 and #2005-382, dated October 18, 2005.

In the event the Dispatch Policy Committee is not satisfied with the performance of the Director, the Committee can request that the County Manager reassign the Director to other duties that remove him or her from supervision of the Emergency Communications Center.

#### **4.55.30 Duties and Responsibilities**

Under the direction and supervision of the Director of Emergency Communications, the Department shall have the following duties and responsibilities:

- a. Operate the Ramsey County Public Safety Communications System\800 MHz (“System”) as a subsystem to the regional public safety radio communication system
- b. Serve as the Public Safety Answering Point, answering 9-1-1 calls and dispatching emergency responders, for all communities in Ramsey County that have entered into the joint powers agreement with the County for dispatch services, pursuant to Board Resolutions #2005-365, and #2005-371, and #2005-382.
- c. Manage the configuration and operation of the Computer Aided Dispatch and Mobiles System for the County and all communities that have entered into the joint powers agreement with the County for CAD and mobile services, pursuant to Board Resolution #2013-301.

#### **4.55.40 Delegations of Authority**

There are no delegations of authority specifically given to the Department of Emergency Communications.

#### **4.55.50 Reporting Requirements**

The Department of Emergency Communications will prepare and submit the following reports to the County Manager:

- a. Annual budget;
- b. The proposed budget for the Emergency Communications Center shall be presented annually to the Dispatch Policy Committee for review.

### **4.56.00 EMERGENCY MANAGEMENT AND HOMELAND SECURITY**

#### **4.56.10 Department Establishment**

In accordance with Title 42 U.S. Code § 5121, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and in accordance with Minnesota Statutes, Section 12.25, Subdivisions 1 through 5, there shall be a Department of Emergency Management and Homeland Security which shall be an operating Department of the Safety and Justice Service Team and shall be under the direction and supervision of the County Manager.

#### **4.56.20 Director and Appointing Authority of Director**

The Director of the Department of Emergency Management and Homeland Security shall be appointed by the County Board as required in Minnesota Statutes, Section 12.25 Subd. 2.

The Director of the Department of Emergency Management and Homeland Security shall appoint, review, transfer, suspend or remove subordinates within that Department as authorized by Section 3.02 A. of the County Charter.

#### **4.56.30 Duties and Responsibilities**

The Department of Emergency Management and Homeland Security shall have the following duties and responsibilities:

- a. Plan for, and manage a comprehensive countywide approach to emergency management and homeland security;
- b. Coordinate, facilitate, staff and/or manage the work of an interdisciplinary team of professionals including appropriate county and local government officials and private sector representatives responsible for planning for the emergency operations of county and local government, infrastructure and buildings, peace and police representatives, including the Sheriff;
- c. Coordinate the activities of and provide assistance in the training of emergency management organizations of political subdivisions throughout the county in accordance with Minnesota Statutes, Section 12.25. Subd. 2 (c) subsection 1;
- d. Develop and implement systems and organization for coordinated, timely, and
- e. Develop and implement appropriate emergency management and homeland security prevention, plans, response, recovery, and mitigation pursuant to Title 42 U.S. Code § 5121 et seq.

#### **4.56.40 Delegation of Authority**

The Director of the Department of Emergency Management and Homeland Security has been granted the following delegations of authority by the County Board of Commissioners.

- a. The Director of the Emergency Management and Homeland Security Department is authorized to designate specific County facilities as County Emergency Operations Centers and to direct the Property Management Department to cancel or reschedule planned activities in those facilities in cases of emergency.

#### **4.56.50 Reporting Requirements**

The Department of Emergency Management and Homeland Security shall prepare and submit the following reports for the County Board:

- a. Annual budget;

- b. Specialized reports, analysis, and summaries, of and the County Emergency Operations Plan as needed or requested by the County Board and the County Manager.

#### **4.57.00 Property Tax, Records and Election Services**

##### **4.57.10 Department Establishment**

There shall be a Department of Property Tax, Records and Election Services per County Board Resolution C.<sup>6</sup> The Department will operate in accordance and under the

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<sup>6</sup> Adopted as Board Policy on April 26, 1982 with effective date of implementation of January 1, 1983; incorporating Board Resolutions #80-646, dated July 14, 1980 and #80-1101, dated November 24, 1980.

following Minnesota Statutes, Sec. 200-211; 273.061; 383A.20, Subdivision 2; 381; 386; and 508.

#### **4.57.20 Appointment of Director**

The Director of Property Tax, Records and Election Services shall be appointed by the County Manager as provided for in Chapter 3 of both the Charter and the Administrative Code. The appointment of the County Assessor shall be made by the Ramsey

County Board of Commissioners in accordance with Minnesota Statutes, Section 383A.33.

With the above exception, the Director of Property Tax, Records and Election Services shall appoint, review, transfer, suspend or remove subordinates within that Department as authorized by Section 3.02 A. of the County Charter.

#### **4.57.30 Duties and Responsibilities**

Under supervision of the Director of Property Tax, Records and Election Services, the Department is responsible for all County activities relating to property ownership and valuation, revenue and records maintenance, election and voter registration in Ramsey County. Specific duties include the following, to:

- a. Provide management direction, personnel services and accounting support to all its line divisions and employees;
- b. Accurately value and classify all properties in Ramsey County; process abatements in a timely and accurate manner under Ramsey County Board Resolution #90-563; grant homesteads to individuals in cases warranted by Statutes; and manage properties forfeited to the State of Minnesota for non-payment of taxes;
- c. Maintain tax descriptions to describe real property for addresses, values and taxes; ensure integrity of election procedures and of the voter registration process; to accept and process Campaign Financial Reports, Affidavits of Candidate, petitions in lieu of filing fee, Petition for Initiative, Referendum and Recall; to prepare, publish and provide information in the form of notices, caucus location, polling location, sample ballots, voter information, absentee balloting information statistics, abstracts, maps and precinct finders;
- d. Administer the extension, collection and distribution of real, personal and manufactured home taxes for all taxing districts in the County; extend and collect special assessments for suburban cities; administer the Fiscal Disparity Program in cooperation with the Administrative Auditor; monitor and administer all tax increment districts in Ramsey County; invest all available funds on a timely basis in accordance with the principles of safety, liquidity and yield; ensure the proper payment of property taxes before conveyances, new plats or divisions are recorded; prepare and obtain the necessary judgments to enforce the payment of real property taxes; sell game and fish licenses to agents in Ramsey County and remit proceeds with the proper reports to the State Department of Natural



Resources;

- e. Review, accept and index all properly executed Real Estate documents tendered for filing; ensure that the public has a permanent ownership and encumbrance record for all registered (torrens and abstract) lands situated in Ramsey County; issue Certificates of Title; maintain a permanent listing of all military discharge papers recorded; review, index and maintain an alphabetical and numeric Uniform Commercial Code File for the purpose of putting creditors on notice that the secured party has an interest in certain collateral of the debtor; permanently record and maintain copies of all legal instruments recorded to produce certified copies of documents on request; provide traditional real estate abstracting services upon request.

#### **4.57.40 Delegation of Authority**

The Ramsey County Auditor/Treasurer has been granted the following delegations of authority by the County Board of Commissioners.

- a. To abate the penalty provided for late payment of taxes in the current year on all classes of property.
- b. To approve after review and recommendation by the County Assessor, abatements correcting exemption, classification and valuation errors where the resulting aggregate reduction in taxes for applicants is less than \$10,000.
- c. To approve, after review and recommendation by the County Assessor, disaster abatements where the resulting aggregate reduction in taxes for an applicant is less than \$10,000.
- d. To designate new banks and savings and loan institutions as depositories for certificates of deposit. Source: County Board Resolution #92-065.
- e. (Pursuant to County Board Resolution #98-483, the investment function was transferred from the Property Records and Revenue Department to the Budgeting and Accounting Office (Finance), effective January 1, 1999).
- f. To classify newly tax forfeited properties as conservation or non-conservation, to send the new forfeiture list to the municipalities and other government agencies for their classification approval or purchase, and to cancel purchase contracts that are in default.  
Source: County Board Resolution #98-047.
- g. To accept and process routine government use deed applications and reconveyances of property to the State of Minnesota, Trust Exempt. The Chief Clerk to the County Board is granted the authority to sign routine use deed applications and reconveyances for submission to the State Department of Revenue.  
Source: County Board Resolution #99-062.

- h. To divide and combine parcels of tax forfeited land in accordance with Minnesota Statutes. MS Section 292.01, subd. 3 provides that the subdivision of the tracts into smaller units or the grouping of several tracts into one tract is deemed advantageous for the purpose of sale.  
Source: County Board Resolution #2003-084, and,
- f. The County Auditor is authorized to approve the sale or disposal of unclaimed personal property from or on tax-forfeited property in accordance with Minnesota Statutes Section 282.04, subdivision 2(d), and County policy;

The Board of Commissioners specifically retains the authority of the following abatement applications. This list is not exclusive but is meant to clarify applications being considered by the board.

- a. Applications for value reductions for homestead property that has been damaged by mold, as authorized by Minnesota Statutes section 273.11 subd. 21

#### **4.57.50 Reporting Requirements**

The Department of Property Tax, Records and Election Services prepares and submits the following reports to the County Board:

- a. Monthly lists of abatements submitted for County Board approval;
- b. Semi-annual reports of abatements approved pursuant to the County Board's delegation of authority to abate taxes, penalties and interest through correction of exemption and classification errors. This report shall include an indication of which abatements resulted from the failure of a governmental entity to record a deed entitling the property to exemption;
- c. Semi-annual report containing a list of the abatements that have been denied by the County Auditor/ Treasurer or Assessor. This list will also contain the reason for the denial;
- d. List of parcels identified and recommended to be sold pursuant to Minn. Stat. § 282.01, subd. 3;
- e. Proposed resolution establishing a board of equalization pursuant to Minn. Stat. §274.13, subd. 2;
- f. Proposed resolution establishing county canvassing board pursuant to Minn. Stat. §204C.31 subd. 1 to perform the duties identified in Minn. Stat. §§204C.32 through 204C.39;
- g. Inquiries by local or public officials (as defined in Minnesota Statutes section 10A.01 regarding specific abatement applications being processed shall be documented by the Property Tax, Records and Election Services, and written response shall be given; and

- h. Other reports as requested by the County Board or the County Manager.

#### **4.57.60 Tax Forfeited Property Administrative Policies**

The County Board adopts the following policy provisions for sales or use of tax-forfeited property.

- a. Market Value: When the term market value is used in this section, it means an estimate of the full and actual market value of the parcel as determined by the County Assessor using normal established processes of valuing property;
- b. Sale of non-conservation property to a government subdivision of the state for less than market value for affordable housing development:
  - 1. If the County Board approves the sale and the property is being developed for affordable housing, it will be sold for 25% of market value plus maintenance costs and recording fees. For consideration by the County Board, a proposal must be submitted identifying the developer, specific plans for development of the site including how affordable housing requirements will be met, and a project timeline that provides for project completion within two years from sale approved by the County. In the case of affordable housing for projects containing four or more units, project completion must be within three years from sale approved by the County. The success or failure of a developer in meeting stated timelines for previous projects in the County will be a consideration for approval of a sale. For the purpose of this section, developer is the party that is: 1) providing or securing funding for the project, 2) taking out building permits and coordinating construction contractors or subcontractors; and 3) selling the resulting building to persons qualifying for affordable housing. A developer may be non-profit or for-profit or any joint venture of two or more entities; and
  - 2. As a condition of the sale, the government subdivision must enter into a memorandum of understanding providing that the government subdivision will place and enforce a deed restriction and/or declaration of restrictive covenant on the property requiring that it will only be sold to parties qualifying for affordable housing for the next seven years. During the seven-year period, any subsequent owner is also bound to the same ownership, occupancy and income conditions and restrictions as applied to the original qualifying purchaser. For the purpose of this section, area median incomes are those determined by HUD for the Minneapolis/St. Paul Metropolitan Statistical Area:
    - i. In the case of owner occupied single family, duplex or triplex property, a qualified purchaser is a homebuyer who continuously occupies and homesteads the property and whose household income at the time of written application to acquire the property does not exceed 80% of the area median income as adjusted for

family size. Duplex or triplex properties may include rental units.

- ii. In the case of rental single family, duplex or triplex property, the purchaser must agree to rent at least 50% of the units to persons or families whose household incomes at the time of their written application to lease the property does not exceed 60% of the area median income as adjusted for family size. The purchaser must also agree not to require rents for those low-income units that exceed 30% of 60% of the area median income as adjusted for family size. If in subsequent years, the household income for a family increase to more than 80% of the area median income as adjusted for family size, the purchaser may convert the rent to “Fair Market” rent as established by HUD. If this conversion occurs, “Fair Market” rent will continue even if the household income subsequently decreases below the 80% threshold. Purchasers that agree to accept Section 8 vouchers are deemed to meet income and rent limit requirements for those housing units for which they accept vouchers. Purchasers must abide by the Fair Housing Act in rental decisions. The purchaser must, at least annually, reexamine the income of each tenant household and report the results to the government subdivision monitoring and enforcing the memorandum of understanding. The purchaser will continue to qualify even if there is temporary noncompliance caused by an increase in incomes of existing tenants as long as all vacancies are filled by qualifying low income renters until the noncompliance is corrected.
- iii. In the case of rental housing containing four or more units, the purchaser must agree to rent at least 20% of the units to persons or families whose household incomes at the time of their written application to lease the property does not exceed 60% of the area median income as adjusted for family size. The purchaser must also agree not to require rents for those low-income units that exceed 30% of 60% of the area median income as adjusted for family size. If in subsequent years, the household income for a family increases to more than 80% of the area median income as adjusted for family size, the purchaser may convert the rent to “Fair Market” rent as established by HUD. If this conversion occurs, “Fair Market” rent will continue even if the household income subsequently decreases below the 80% threshold. Purchasers that agree to accept Section 8 vouchers are deemed to meet income and rent limit requirements for those housing units for which they accept vouchers. Purchasers must abide by the Fair Housing Act in rental decisions. The income qualification must be satisfied at the time of each application to lease the property. A yearly certification of low-income rental property from the Housing Finance Agency as provided in Minnesota Statutes Section 273.128 is required to be provided to the government subdivision monitoring and enforcing the memorandum of understanding. The purchaser will continue to qualify even if there is a temporary noncompliance caused by an increase in incomes of existing tenants as long as all vacancies are

filled by qualifying low income renters until the noncompliance is corrected.

- iv. The memorandum of understanding will provide that in the case of non-compliance with its terms, the government subdivision responsible for monitoring the associated deed restriction and/or restrictive covenant may enforce the terms of those documents or alternatively provide that the non-compliant owner is liable for a pro-rated share of the discounted market value provided by the County for its sale of the property and the recaptured benefits are payable to the County within 90 days of notification of non-compliance for deposit into the Tax Forfeited Land Sale Fund. The recapture amount is determined by taking the number of years remaining in the seven-year period rounded to the nearest integer divided by seven and this result is multiplied by 75% of the original market value used for determining the discounted market value approved by the County Board for its sale of the property. Examples of non-compliance include but are not limited to: 1) Failure of the government subdivision, developer or future owner to sell the property to a qualifying owner; 2) failure to homestead when required; 3) failure to lease enough units to qualifying renters; or 4) failure to supply the required certification from the Housing Finance Agency. The affordability restrictions of any deed restrictions and/or restrictive covenants as well as provisions to recapture benefits described in this section will terminate upon occurrence of any of the following events: foreclosure, transfer in lieu of foreclosure, or assignment of an FHA insured mortgage to HUD or to a conventional mortgage lender.
- c. Sale of tax-forfeited property classified as conservation land to a governmental subdivision of the state for less than market value:
    1. If the County Board approves the sale, the property will be sold for: 1) the conservation administrative processing fee for each parcel requested, as established in the county's fee schedule; 2) plus actual expenditures for additional services requiring outside resources and expertise such as wetland delineation, property survey or soil testing 3) plus recording fees. If the result of this sale price determination exceeds the market value of the property, the property will be sold for its market value less \$1;
    2. As required by statute, a restrictive covenant will be placed on the deed conveying the property limiting the use of the land to one of the statutorily required conservation purposes for 30 years or until the property is reconveyed back to the state in trust. After 30 years, the property can be used for any authorized use granted to the governmental subdivision.
  - d. Sale of non-conservation property to a government subdivision of the state for market value:

1. Government subdivisions of the state will be notified to tax forfeited property available for acquisition: 1) after forfeiture, through notification of new forfeitures, classification of property as conservation or non-conservation, or a change in the classification; 2) at least 30 days before an auction list is approved by the County Board through notification of properties to be included in the upcoming auction; or 3) upon request;
2. If a repurchase application has been filed for a tax forfeited property that also has been requested for acquisition by a government subdivision, no action will be taken on the government subdivision request until the repurchase application has been acted on by the County Board;
3. If more than one request for acquisition by a government subdivision for a given tax forfeited property is received, preference will be given to the project deemed to have the greater public good. Public good will be assessed based on proposals following these guiding principles:
  - i. Develops and maintains a land use pattern that strengthens the vitality, quality, and character of the residential neighborhoods, commercial districts and industrial areas, while protecting the county's natural resources to develop a sustainable pattern for future development.
  - ii. Develops property in a way that accommodates a mix of land uses that is sensitive to the natural environment, economically sustainable and a benefit to the county.
  - iii. Promotes the development, redevelopment and maintenance of a viable, innovative and diverse business environment that serves Ramsey County and the metropolitan area.
  - iv. Develops and maintains a strong, vital, diverse and stable housing supply for all members of the county.
  - v. Enhances the health, safety and well-being of all who live, work and play in the County.
  - vi. Creates a comprehensive, maintained and interconnected system of parks, pathways and open spaces, as well as a balanced program of recreational activities for residents of all ages, incomes and abilities.
  - vii. Preserves, protects and restores the county's natural resources, including open spaces, lakes, wetlands other significant natural

features, and historic resources.

4. If the County Board approves the sale, the property will be sold for the market value defined in 4.57.60 (a) plus any recording fees. If the government subdivision requested that the property be withheld from sale, the government subdivision must also pay any maintenance costs incurred by the County during the withholding period as described in 4.57.60 (d)(5);
5. Following forfeiture, the county is committed to making each property secure, safe and healthy so that it is not a hazard to public health or safety. That effort requires the expenditure of funds by the county from the time the property forfeits and its needs are assessed. Funds expended by the county for this maintenance before a hold request is made are not part of what can be passed on to the government subdivision upon its purchase of the property;

A hold request occurs when the government subdivision resolution is delivered to the county and the six month hold period begins. After a request to hold the property from public sale is made by the government subdivision, any costs incurred by the county to maintain the property in a safe and clean condition until the sale is completed will be added to the purchase price;

Some properties necessarily require extensive clean-up costs. For those properties the county will attempt to let the government subdivision know that this is the case. When the application to purchase the property is submitted or, for those properties requested without an application, when the government subdivision requests the "purchase price" of a tax forfeit property prior to approval by the requesting governing body, the county will let the government subdivision know what maintenance costs have been incurred during the hold period to that time. The purchase price and maintenance costs incurred to that point in time must be submitted to the county by the government subdivision with the application;

Before the county files the deed of conveyance, county staff will notify the government subdivision of any additional maintenance costs that were incurred by the county that must be paid by the government subdivision, and upon receipt of this information, the government subdivision is free to not consummate the sale. In the case the government subdivision elects not to go forward with the purchase, the county will return the purchase price and maintenance costs previously paid to the government subdivision and the county is free to offer the property for sale to another buyer.

6. Nonconservation tax-forfeited lands may be sold by the county board to a

governmental subdivision of the state for any public purpose for which the subdivision is authorized to acquire property.

- i. If the property is being requested for development or redevelopment purposes, a proposal must be submitted for consideration by the County Board identifying the developer, specific plans for development of the site, and a project timeline that provides for project completion within two years from sale approved by the County. If a developer can provide good reason as why additional time is needed for a successful development, upon request of the government subdivision, an additional two years may be allowed by the County Board for project completion. The success or failure of a developer in meeting stated timelines for previous projects in the County will be a consideration for approval of a sale.
  - ii. If the property is being requested for site assembly purposes, a proposal must be submitted for consideration by the County Board showing that this property is part of a defined project adopted by the requesting government subdivision, is appropriately zoned and part of the comprehensive plan, and has expected site assembly completed within three years from sale approved by the County.
- e. Sale or disposal of unclaimed personal property:
1. As part of the initial review of newly forfeited property, tax forfeited land staff will identify property left in or on tax forfeited property to determine the proper method of disposal:
    - i. Municipal solid waste (trash) will be sent to a solid waste disposal facility utilizing Ramsey County master contracts established to handle solid waste disposal.
    - ii. Recyclables will be recycled including tires, electronic waste such as outdated computer equipment, appliances, and mattresses.
    - iii. Household hazardous waste will be taken to a Ramsey County household hazardous waste disposal site.
    - iv. Items that can be used for tax forfeited land operations such as lawnmowers, snow removal equipment and tools may be used for those purposes.
    - v. Items that can be reused for 4R projects such as building supplies, architectural salvage, or furniture repurposed for staging at open houses may be used for those purposes.



- vi. Cash or small valuables will be catalogued and taken to the County Treasurer's office for receipt or storage.
  - vii. For personal property of some value, the items will be catalogued and a decision made to store the property on-site or to transport it to another site for storage.
2. The County Auditor will make reasonable efforts to provide at least 28 days' notice of the sale or disposal to the former owner, taxpayer, and any occupants at the time of forfeiture.
  3. As needed, the County Auditor will determine the best method to auction off unclaimed personal property and make such arrangements as necessary to conduct the auction, as provided by Minnesota Statutes and county policy.
  4. Any items offered at auction for which no bids are received will be held for a future auction, donated to a charitable organization, recycled, or sent to waste disposal as deemed appropriate by the County Auditor. For donations to charitable organizations, preference will be given to those organizations that give away rather than resell items received.
  5. Proceeds of any sale are deposited in the Tax Forfeited Land Sale Fund for distribution as provided for other tax forfeited property revenues.

f. Repurchases

1. The owner at the time of forfeiture, or the owner's heirs, devisees, or representatives, or any person to whom the right to pay taxes was given by statute, mortgage, or other agreement may file an application to repurchase a tax-forfeited property unless that property has already been sold. Those eligible to repurchase will be informed of the option in post-forfeiture conversations or property inspections, procedures posted on the County website, or upon request.
2. Applications for repurchase of homestead property at the time of forfeiture are timely if received prior to sale of the property. In the case of properties being sold at auction, the application must be received by 4:30 p.m. the day before the auction. For all other types of property, the application must be received within six months from the date of forfeiture and before the property has been sold.
3. To approve the repurchase, the County Board must find that by repurchase undue hardship or injustice resulting from the forfeiture will

be corrected, or that permitting the repurchase will promote the use of lands that will be serve the public interest.

4. The cost of repurchase is the sum of all delinquent taxes and assessments along with associated penalties, interest and costs, that accrued or would have accrued if the parcel had not forfeited to the state. The repurchase cost also includes all maintenance costs incurred by the county during the time the property was in forfeiture.
5. In the case of property classified as conservation property, the application must be received at least one week before sale and the purchase price is the greater of the market value of the property or the amount determined in clause 4.
6. Repurchases, if approved, will be allowed payment terms as follows:
  - i. Except as provided in clause iii. below, repurchasers of property classified as homestead at the time of forfeiture will be allowed installment payments calculated pursuant to Minnesota Statutes Section 282.261, subdivision 1.
  - ii. Except as provided in clause iii. below, repurchasers of all other types of real property will be allowed installment payments calculated pursuant to Minnesota Statutes Section 282.261, subdivision 3.
  - iii. If the County Board has good cause to believe that a repurchase installment payment plan for a particular parcel is unnecessary and not in the public interest, the Count Board may require that the entire purchase price be paid in full as a condition of the repurchase. If the applicant has had repurchase contracts on the same or other properties which were canceled or, if a current contract is in arrears and cancellation is pending, the repurchase will require payment in full. Properties being repurchased by mortgage companies or banks will also require payment in full. If the County Board finds that the property must be sold to a third party as a condition of the repurchase, payment of the repurchase amount must be in full.
7. The affected city will be notified of the pending repurchase at least three weeks before County Board action to consider the request to allow the city to provide comments or concerns about the repurchase, if any.
8. Factors to be considered as to whether a repurchase should be approved or approved with special conditions includes, but are not

limited to, the following: 1) the record of police calls and code violations over the last five years; 2) the interior and exterior condition of the property include damage or neglect; 3) evidence of health issues or safety concerns for the occupants including gross and unsanitary conditions, infestations, pet neglect, or hoarding; and 4) evidence of health issues or safety concerns to the general public or the neighborhood. Repurchases will be denied in circumstances where there is a history of willful or flagrant disregard (as opposed to an inability to perform due to financial or mental illness reasons) of city requests to correct or remedy conditions that create public safety risks for the community. A history of serious police calls reflecting a danger to the community if caused, allowed or facilitated by the repurchaser may also be a cause for denial.

9. The following general conditions will be applied to all repurchases involving tax forfeited property with a structure:
  - i. Insurance requirement - If the property is being repurchased on a payment contract, the repurchaser must provide proof of insurance in an amount equal to the market value of the structure and must have Ramsey County listed as additional insured on the policy.
  - ii. Code compliance requirement - If the structure has been condemned, classified as a category II or III vacant building, or identified by staff as having property damage or deferred maintenance that needs to be corrected, a condition of the repurchase contract will require the property to be brought up to code within 12 months. A city approved certificate of code compliance or certificate of occupancy (as appropriate) will be the evidence that this requirement has been met. If progress is being made in addressing code compliance issues and the city allows additional time to complete code compliance, the County Auditor may, upon application, extend the time allowed for this activity beyond 12 months.
  - iii. Payment of current property taxes - This condition applies to property with or without a structure. If the property is being repurchased under a payment contract, current property taxes must be paid before they become delinquent.
  - iv. Failure to comply with clauses i., ii. or iii. will be considered a default of the contract and the contract shall be subject to cancellation as provided in Minnesota Statutes Section 559.21.

10. The following special conditions may be applied:

- i. If there is evidence to indicate that a repurchaser is a vulnerable adult that may need assistance in complying with a contract or caring for a property, the repurchase may be approved under the condition that a representative payee, court appointed conservator or guardian, as appropriate, be provided to assist in handling affairs for the repurchaser.
- ii. If a repurchaser has demonstrated an inability to address property damage, health issues or safety concerns, and/or has a significant history of police calls or code violations, the repurchaser may be required to sell the property in an arm's length transaction to a third party as a condition of the repurchase. This may allow the repurchaser to recoup equity in the property while removing the deleterious effects on the property and/or the neighborhood.
- iii. A repurchaser may be required to attend financial counseling or a homeownership class as a condition of remaining in the home.

11. The County Auditor may choose to make repairs to a structure with a pending repurchase to protect the asset, reduce liability to the County during occupancy, to address city condemnation or orders to repair, or to correct deficiencies on a property subject to a certificate of occupancy. Costs incurred will be added to the repurchase price.

12. If a repurchase contract has been cancelled and the property has not been sold to a third party, the repurchaser may request reinstatement of the contract and the County may approve the request.

- i. The County Board has delegated its authority on sales to adjoining owners to the County Auditor and has also clarified under what conditions the County Auditor can use this authority. Specifically, the County Board delegation provides:
  1. The sale will be conducted by sealed bids or an alternate method determined by the County Auditor;
  2. The sale will be restricted to owners of land adjoining or adjacent to the tax forfeited property to be sold;
  3. All owners of adjoining or adjacent properties shall be given a written notice at least 30 days prior to the sale;
  4. The land shall be sold to the highest bidder, but in no

event shall the land be sold for less than its appraised value;

5. The County Commissioner of the District containing the tax forfeited land to be sold will be notified at the same time that adjoining and adjacent land owners are notified; and
6. If the highest bidder is the former owner, and/or his or her agent, approval of the sale shall be brought to the County Board of Commissioners for approval;

Source: County Board Resolutions 2013-210 and 2013-213.

#### **4.57.70 Standards for Review of Abatement Applications**

When reviewing an application for abatement, whether or not delegated, the following policies and procedures shall be applied:

- a. Abatements Allowed. Abatements will be allowed only as follows:
  1. Value Reduction Abatements. Value reductions, and any tax, penalty, interest or costs attached thereto, will be allowed: a) due to a clerical error, or b) when the applicant meets the hardship requirement;
  2. Corrective Abatements. Adjustments and the abatement of tax, penalty, interest or costs will be allowed to correct an error, illegality or inequity other than incorrect value. Examples of this type of abatement include, but are not limited to, property that was taxed but should have been exempt, an incorrect classification, or an incorrect homestead status;
  3. Disaster Abatements. Such Abatements will be granted based on the statutory requirements of Minnesota Statutes section 273.1233;
  4. Abatements for Economic Development. Such abatements will be granted based on the statutory requirements of Minnesota Statutes sections 469.1812 through 469.1815;
  5. Prior Years. Abatements for the two calendar years prior to the current tax payable year will be considered for approval only as provided by Minnesota Statutes section 375.192 for hardship or clerical errors. The definitions of hardship and clerical errors adopted by this resolution shall be applied by the County Assessor in considering whether abatements for those prior two years will be approved.
- b. Definitions. When considering an abatement application, the following definitions shall apply:

1. **Hardship.** Hardship, as referred to in section 375.192, is defined as any event or circumstance beyond the control of the applicant which precludes the applicant from filing for a reduction or an adjustment of the property taxes in a timely manner. Examples of hardship include, but are not limited to: (i) a medical condition, limited mental incapacity, or a significant life event which prevents the applicant from filing a timely appeal, an application for classification, or similar action; or (ii) the death of the property owner or other circumstances which creates a lack of control of the property by a party that would be able to exercise their rights in challenging the valuation or applying for changes in classification. Hardship does not include: (i) a change of ownership or possession from a party who had control and the ability to exercise their rights to the current applicant or (ii) financial hardship; the applicant's ability to pay the taxes due, or any penalties, interest or costs, is not a basis for granting an abatement.
2. **Clerical Error.** The determination of whether a clerical error exists is to be made by the County Assessor on a case-by-case basis. A data error is not per se a clerical error. A clerical error does not involve judgment, but it may involve the failure of a governmental entity, or a business partner, to perform a ministerial act relating to the assessment of property. Examples of clerical errors include, but are not limited to, data entry errors, transcription errors, computer system errors by the county, and significant arithmetic errors.
3. **Criteria for Disaster Abatement Applications.** Applications for abatement as authorized by Minnesota Statutes section 273.1233 shall be made pursuant to the following criteria:
  - i. 50 percent or more of the qualifying structure, as established by the County Assessor, has been (a) unintentionally or accidentally destroyed, or (b) destroyed by arson or vandalism by someone other than the owner;
  - ii. The owner of the property has made written application no further than one year from the date the damage has occurred, unless approved by the County Assessor;
  - iii. Any reduction in the amount of taxes payable shall be calculated based upon the requirements of Minnesota Statutes section 273.1233, subd. 2.
4. **Criteria for Abatements Due to Mold Damage.**
  - i. Estimated cost to cure mold conditions must be at least \$20,000;
  - ii. The County Assessor shall deduct from the reduction in value authorized by an application due to the mold damage any reduction amount previously granted due to mold for the assessment year in question.

c. Procedures.

1. Applications. Applications shall be timely submitted to the County Assessor on the prescribed form and accompanied by the required supporting documentation
  2. Abatements Submitted to the County Board. Those abatements not delegated shall first be reviewed by the County Assessor and the County Auditor/Treasurer in his or her role as County Auditor, except that abatement of any penalty or interest on these abatements shall be reviewed by the County Auditor/Treasurer in his or her role as County Treasurer, and these abatements shall be presented to the County Board along with the County Assessor's and County Auditor/Treasurer's recommendation for approval or denial.
  3. Deadline for Filing. The deadline for filing a homestead abatement is July 1 of the payable year. All other abatements must be filed by December 31 of the year in which the tax is payable. The filing deadline requires that a properly completed abatement form, signed by the taxpayer, is postmarked and/or has been received by the assessor's office on or before the required date.
  4. Review for Form. For all abatements reported to the County Board or submitted to the County Board for approval, the County Attorney's Office shall review the abatement documentation for form and legality.
  5. Records. Copies of all abatements will be kept on file in the Property Tax, Records and Election Services and will be available for inspection upon request, consistent with the County's plan under the Records Retention Act, and consistent with the Data Practices Act.
- d. Conflicts of Interest. Members of the County Board shall disclose any financial interest in an abatement, or any familial relationship with an abatement applicant, and shall abstain from voting on the application of any such abatement presented to the County Board for approval. Such a disclosure statement will be included with each monthly abatement resolution.

This policy overrides and supersedes any prior resolutions including, but not limited to, Resolutions B2017-105, 2014-153, 2007-297, 2003-104, 99-216, 97-061, 92-423, 90-563 and 82-274 with regard to the abatement of property taxes.

## **4.58.00 COUNTY ASSESSOR**

### **4.58.10 Department Establishment**

There shall be a County Assessor Department per County Board Resolution 2017-121. The Department will operate in accordance and under the following Minnesota Statutes, Secs. 273.061 and 383A.33.

### **4.58.20 Appointment of Director**

The Director of the County Assessor Department shall be appointed by the County Manager as provided for in Chapter 3 of both the Charter and the Administrative Code. The Director of the County Assessor Department serves as the County Assessor after appointment to that position. Appointment of the County Assessor shall be made by the Ramsey County Board of Commissioners in accordance with Minnesota Statutes, Section 383A.33.

The Director of the County Assessor Department shall appoint, review, transfer, suspend or remove subordinates within that Department as authorized by Section 3.02 A. of the County Charter.

#### **4.58.30 Duties and Responsibilities**

Under supervision of the County Assessor / Director of the County Assessor Department, the Department is responsible for all County activities relating to property exemption, classification and valuation in Ramsey County. Specific duties include the following:

- a. Provide management direction, personnel services and accounting support to all its line divisions and employees;
- b. Accurately value and classify all properties in Ramsey County, approve and deny exemptions and grant homesteads to individuals in cases warranted by Statutes; and
- c. Maintain tax descriptions to describe real property and assign property tax identification numbers, maintain addresses, maintain unique taxing districts, and maintain the county tax maps;
- d. Perform review appraisals of property appealed through the open book process, County Board of Appeal and Equalization, or in Minnesota Tax Court. Adjust values as indicated, and in tax court negotiate with the petitioner to resolve the appeal, or if required, provide expert testimony at trial;
- e. To accurately and timely approve abatement applications correcting exemption, classification and clerical valuation errors where the resulting aggregate reduction in taxes for an applicant is less than \$10,000, B2017-105.

#### **4.58.40 Reporting Requirements**

The County Assessor Department prepares and submits the following reports to the County Board:

- a. Monthly abatement lists of abatements submitted for County Board approval, and semi-annual reports of abatements approved pursuant to the County Board's delegation of authority to abate taxes, penalty and interest to correct exemption and classification errors, the documentation for such abatements having first been reviewed by the County Attorney's office. A report containing a list of the abatements that have been denied by the county auditor, treasurer or assessor will be submitted to the board on a semi-annual basis for its review. This list will



also contain the reason for the denial. Source: County Board Resolutions B2017-105.

- b. Annual resolution for Special Board of Appeal and Equalization;
- c. Annual Ramsey County Assessor's Report;
- d. Other reports as requested by the County Board or the County Manager; and
- e. Reports of inquiries by local or public officials regarding specific abatement applications being processed by the County Assessor Department.  
Source: County Board Resolutions B2017-105.

## **4.59.00 COMMUNICATIONS AND PUBLIC RELATIONS**

### **4.59.10 Department Establishment**

There shall be a Communications and Public Relations Department of the Information and Public Records Service Team and shall be under the direction and supervision of the County Manager by County Board Resolution B2019-025.

### **4.59.20 Director and Appointing Authority of Director**

The Director of the Communications and Public Relations Department shall be appointed by the County Manager as provided for in Chapter 3 of both the Charter and the Administrative Code.

The Director of the Communications and Public Relations Department shall appoint, review, transfer, suspend or remove subordinates within the Department office as authorized by the Ramsey County Charter in Chapter 3 section 3.02A.

### **4.59.30 Duties and Responsibilities**

Under the supervision of the Communications and Public Relations Director, the Department will provide appropriate and relevant information to Ramsey County residents and the general public while focusing on providing county departments, offices and agencies with professional communications, public relations and government relations services.

The department shall have the following duties and responsibilities in performing government relations services, to:

- a. Promote the policy and funding priorities of the County Board at the State Legislature;
- b. Facilitate legislative agenda sharing between local governments in Ramsey County (e.g. school districts, cities and townships and county);
- c. Review all proposed State legislation pertaining to county government

operations; and

- d. Develop (with the assistance of Ramsey County's Federal Lobbyist) positions on likely Federal legislation that could affect county government.

#### **4.59.40 Delegation of Authority**

There are no delegations of authority specifically given to the Communications and Public Records Department

#### **4.59.50 Reporting Requirements**

The Communications and Public Relations Department shall prepare and submit the following reports to the County Manager

- a. Annual budget
- b. Annual summary of Department activity; and
- c. Specialized reports, analysis, and summaries as needed or requested by the County Board and the County Manager.

### **4.60.00 PUBLIC HEALTH**

#### **4.60.10 Department Establishment**

There shall be a Department of Public Health which shall be an operating Department of the County. The Department shall operate in accordance with Minnesota Statutes, Chapter 145A, Local Public Health Act and Chapter 115A and Chapter 473, Waste Management Act and other related Statutes.

#### **4.60.20 Director and Appointing Authority of Director**

The Director of Public Health shall be appointed by the County Manager as provided for in Chapter 3 of both the Charter and the Administrative Code.

The Director of Public Health shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by Section 3.02 A. of the Charter.

#### **4.60.30 Duties and Responsibilities**

Under the supervision of the Director of Public Health, the Department shall have the following duties and responsibilities, to:

- a. Develop and administer the Community Health Services Plan for Ramsey County;
- b. Develop and administer the Solid Waste Master Plan for Ramsey County;

- c. Develop and administer the Maternal-Child Health Plan for Ramsey County;
- d. Develop and revise ordinances necessary to protect the public health and environment;
- e. Protect the environment through the implementation of plans, through education and consultation, and through compliance monitoring and enforcement of ordinances;
- f. Promote the health of the population and strengthen families by emphasizing the prevention of disease, injury, disability and preventable death;
- g. Develop and coordinate community partnerships involving citizens, professionals, businesses, community organizations and local, regional and State government;
- h. Assess the health and environment of Ramsey County;
- i. Recommend the development of comprehensive public health policies and to advocate for the application of public health principles in County policies;
- j. Assure that every individual has the opportunity to achieve and maintain their best level of health and independence;
- k. Advocate for vital productive lives for Ramsey County residents;
- l. Take a leadership role in setting standards for the provision of public health services in the community; and
- m. Advise and assist the County Board, County Manager, and County departments in the areas of public health.

#### **4.60.40 Delegation of Authority**

The Department of Public Health is authorized to handle appeals to waste management service charges which may be received, according to the established policies, up to an amount not to exceed an additional \$35,000 in loss of funds.

Source: County Board Resolution #87-441.

#### **4.60.50 Reporting Requirements**

The Department of Public Health will prepare and submit the following reports to the County Manager:

- a. Monthly list of write-off uncollectible nursing services costs occurring as a result of federal reimbursement which doesn't cover the full cost of nursing service visit;
- b. Monthly minutes of the Community Health Services Advisory Committee; and
- c. Other reports as requested by the County Board or the County Manager.

## **4.63.00 PUBLIC WORKS**

### **4.63.10 Department Establishment**

There shall be a Public Works Department which shall function in accordance with Minnesota Statutes, Chapters 160 to 165 and shall be under the direction and supervision of the County Board. The Department shall provide general management and administration services for the Ramsey County Regional Railroad Authority.

### **4.63.20 Director and Appointment Authority of the Director**

The Director of Public Works shall be appointed by the County Manager, or the County Manager's designee, as provided for in Chapter 3 of the Home Rule Charter and Chapter 3 of the Administrative Code.

The appointment of the County Engineer shall be made by the Ramsey County Board of Commissioners in accordance with the Minnesota Statutes Section 163.07 requirement to appoint a county highway engineer.

The appointment of the County Surveyor shall be made by the Ramsey County Board of Commissioners in accordance with Minnesota Statutes Section 383A.42.

With the above exceptions, the Director of Public Works shall appoint, review, transfer, suspend or remove subordinates within that Department as authorized by Section 3.02 A. of the Charter.

The Director of Public Works may also be appointed, by the Ramsey County Board of Commissioners, as County Engineer if the Director meets the requirements detailed in Minnesota Statutes Section 163.07.

### **4.63.30 Duties and Responsibilities**

Under the supervision of the Director of Public Works, the Department shall have the following duties and responsibilities, to:

- a. Review, plan, program and construct the County transportation system and provide information about the system to other government agencies and the general public;
- b. Provide roads, bridges, sidewalks/trails and traffic control/warning systems, transit infrastructure, rail infrastructure, all of which are designed to meet State and/or Federal specifications and ensure the safe and efficient movement of pedestrians, bicyclists, motor vehicles, and freight;;
- c. Provide a maintenance program for the County transportation system that safeguards the traveling public and protects the County's investment in the highway system;
- d. Maximize level of performance from the existing transportation system while

minimizing the negative impact the facilities have on the social and physical environment;

- e. Provide professional engineering and land survey services to other Ramsey County departments and coordinate these services with the engineering efforts of others;
- f. Provide the general public information they request about the transportation system and properties located within the County;
- g. Provide a fleet of equipment, motor vehicles and provide vehicle maintenance for all county departments necessary to accomplish their operations;
- h. Protect the County's environmental resources by providing services in the areas of water resource management, drainage, weed control and maintenance of County roadside trees and vegetation.
- i. Provide staff to the Ramsey County Regional Railroad Authority which has statutory authorities under Minnesota Statutes Chapter 398A, that include to:
  - 1. Provide for the preservation and improvement of local rail service for agriculture, industry, or passenger traffic;
  - 2. Provide for the preservation of abandoned rail right-of-way for future transportation uses, when determined to be practicable and necessary for the public welfare, particularly in the case of abandonment of local rail lines;
  - 3. Plan, establish, acquire, develop, purchase, enlarge, extend, improve, maintain, equip, regulate, and protect; and pay costs of construction and operation of railroad facilities, and also of light rail transit, commuter rail transit and bus rapid transit systems located within its county on transitways included in the Metropolitan Council's most current Transportation Policy Plan.

#### **4.63.40 Delegation of Authority**

The Director and Engineer either as separate appointments or the same appointment to one individual has been granted the following delegations of authority by the County Board of Commissioners.

- a. Construction contracts. To approve, following approval by fund source and contractor, quantity changes, change orders and supplemental agreements equal to five percent (5%) of the contract amount or \$100,000, whichever is less.  
Source: County Board Resolution #2001-93

See Chapter 3, County Manager, Section 3.40.27 c. for related delegations to the County Manager and the Director of Budgeting and Accounting.  
Source: County Board Resolution #89-224.

- b. To establish or remove permanent "Restricted or Prohibited Parking" zones on the County road system upon receipt of written concurrence from the affected municipality and modify a municipal request to establish logical termini of the proposed zone.  
Source: County Board Resolution #85-152.
- c. To negotiate and execute temporary work easements on land adjacent to county highways as necessary for construction purposes of not more than \$200 consideration.  
Source: County Board Resolution #77-303.
- d. To establish or remove, upon request from a local community, school speed zones and appropriate signing within the limits of a public or nonpublic school based on an engineering and traffic investigation as prescribed by the Commissioner of the Department of Transportation. In cases where the Director of Public Works determines that the proposed school speed zone needs discussion, the Director of Public Works may choose to present the proposed speed and his recommendation to the County Board for approval.  
Source: County Board Resolution #95-148
- e. To approve and execute Cooperative Cost Share Agreements with the Board of Water Commissioners of the City of St. Paul.  
Source: County Board Resolution #2009-100

**4.63.50 Reporting Requirements**

The Public Works Department will, on an annual basis, prepare and submit the following reports to the County Manager and the County Board:

- a. A five-year Transportation Improvement Program for roads, bridges, sidewalks/trails and transitways;
- b. Annual Budget
- c. Other reports as requested by the County Board, the Ramsey County Regional Rail Authority or the County Manager.

**4.64.00 LIBRARY**

**4.64.10 Department Establishment**

There shall be a Library Department of the Economic Growth and Community Investment Service Team which shall be under the direction and supervision of the County Manager.

**4.64.20 Director and Appointing Authority of Director**

The Director of the Library Department shall be appointed by the County Manager, or the County Manager's designee, as provided for in Chapter 3 of the County Charter and Chapter 3 of this Administrative Code.

The Director of the Library Department shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by the Ramsey County Charter in Chapter 3 section 3.02A.

#### **4.64.30 Duties and Responsibilities**

Under the supervision of the Library Director, the department shall have the following duties and responsibilities:

- a. Provide and encourage public use of library services, materials and programming;
- b. Participate and promote cooperation within the regional library system;
- c. Provide professional and staff support to the Ramsey County library advisory board.

#### **4.64.40 Delegation of Authority**

The Library Advisory Board is authorized to accept unconditional cash gifts in the amount of \$5,000 or less as well as to accept donations of books, other materials and equipment with the stipulation that the Advisory Board furnish a list of suggested uses for these gifts which they would recommend.

Source: County Board Resolution #85-549.

There are no delegations of authority given specifically to the Library Department.

#### **4.64.50 Reporting Requirements**

The Library Department will prepare and submit the following reports to the County Manager:

- a. Annual report regarding gifts received in the previous fiscal year and planned usage of gifts during the current fiscal year per Section 4.64.40;
- b. Annual budget;
- c. Other reports as requested by the County Board and/or County Manager.

### **4.66.00 VETERANS SERVICES**

#### **4.66.10 Department Establishment**

In accordance with Minnesota Statute, Section 197.60, there shall be a Veterans Services Department and the Director shall report to the County Manager.

#### **4.66.20 Director and Appointing Authority of Director**

The Director of Veterans Services shall be appointed by the County for a term of four years in accordance with Minnesota Statutes, Section 197.60, except that the County Manager shall have appointing authority for the Director position pursuant to Section 3.02(a) of the Charter.

The Director of Veterans Services shall appoint, review, transfer, suspend or remove subordinates within that office as authorized by Section 3.02 A. of the Charter.

#### **a.66.30 Duties and Responsibilities**

Under the supervision of the Director of Veterans Services, the Department shall have the following duties and responsibilities, to:

- a. Advise, counsel and assist eligible veterans and their survivors in obtaining benefits and entitlements due to service in the United States Armed Forces;
- b. Develop and maintain positive public relations with County, State and Federal agencies, the military service organizations, community organizations, private organizations and citizen groups;
- c. Advise and assist the County Board, County Manager and County departments in the area of veterans and survivors benefits;
- d. Maintain the confidentiality of client files and interviews in order to preserve the public trust and confidence in Ramsey County and the Veterans Services Department; and
- e. Treat clients with respect and courtesy regardless of their race, color, gender, national origin, religion, sexual orientation, political persuasion, physical or mental condition.

#### **4.66.40 Delegation of Authority**

There are no delegations of authority specifically given to the Veteran's Services Department.

#### **4.66.50 Reporting Requirements**

The Veterans Services Department will prepare and submit an annual budget to the County Manager with the following:

- a. Annual Federal revenue dollars received by Ramsey County veterans and their survivors due to Federal benefits and programs;
- b. Annual State revenue dollars received by Ramsey County veterans and their survivors due to State benefits and programs;
- c. Annual number of contacts with clients through personal interviews, telephone calls and public meetings; and



- d. Other reports as requested by the County Board or the County Manager.

#### **4.68.00 Housing Stability Department**

##### **4.68.10 Department Establishment**

Pursuant to County Resolution #B2021-050 there shall be a Housing Stability Department which shall be under the direction and supervision of the County Manager.

##### **4.68.20 Director and Appointing Authority of Director**

The Director of the Housing Stability Department shall be appointed by the County Manager, or the County Manager's designee, as provided for in Chapter 3 of both the Charter and the Administrative Code.

The Director of the Housing Stability Department shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by the Ramsey County Charter in Chapter 3 section 3.02A

##### **4.68.30 Duties and Responsibilities**

Under the supervision of the Director of the Housing Stability Department, the Department shall have the following duties and responsibilities to:

- a. Provide housing stability programs/services in accordance with federal and state law and County Board policy;
- b. Annually prepare a requested operating budget for the Department and to administer the budget as approved by the County Board;
- c. Manage the personnel and fiscal resources authorized by the Board to ensure that services and programs are provided in an efficient, cost effective manner.

##### **4.68.40 Delegation of Authority**

There are no delegations of authority specifically given to the Housing Stability Department.

##### **4.68.50 Reporting Requirements**

The Housing Stability Department shall prepare the following reports for the County Board:

- a. Annual Budget
- b. Reports as needed or requested by the County Board and County Manager.

## **4.70.00 COMMUNITY & ECONOMIC DEVELOPMENT**

### **4.70.10 Department Establishment**

There shall be a Community & Economic Development Department of the Economic Growth and Community Investment Service Team and shall be under the direction and supervision of the County Manager.

The Department shall provide general management and administration services for the Ramsey County Housing Redevelopment Authority.

### **4.70.20 Director and Appointing Authority of Director**

The Director of the Community & Economic Development Department shall be appointed by the County Manager, or the County Manager's designee, as provided for in Chapter 3 of the Home Rule Charter and Chapter 3 of the Administrative Code.

The Director of Community & Economic Development shall appoint, review, transfer, suspend or remove subordinates within the department as authorized by Section 3.02A. of the Charter.

### **4.70.30 Duties and Responsibilities**

The Community & Economic Development Department shall have the following duties and responsibilities to:

- a. Improve the quality of life for individuals and families by maintaining the existing housing stock, expanding homeownership and affordable housing opportunities, installing safe infrastructure and facilities, remediating brownfields sites, redeveloping under-utilized properties, strengthening businesses, navigating economic development resources and encouraging job growth.
- b. Prepare the Housing Redevelopment Authority (HRA) budget and provide staff to serve, program, develop, monitor, and measure all housing development programs within the county, pursuant to Minnesota Statutes, Section 469.004, subd. 5.
- c. Receive and manage entitlement funds from the federal government (U.S. Department of Housing and Urban Development), Community Development Block Grant (CDBG), Home Investment Partnerships Programs (HOME) and other programs.
- d. Provide grants, direct loans, loan guarantees or other forms of credit enhancements, or rental assistance or security deposits in order to facilitate the creation of affordable housing for low-income households.
- e. Administer funds from the Environmental Response Fund, funded through a mortgage registry and deed tax, which aids in the redevelopment and reuse of properties mitigating contamination created by prior land uses.

- f. Provide grants to facilitate the removal of blight and revitalization of underutilized properties or corridors.

#### **4.70.40 Delegations of Authority**

There are no delegations of authority given specifically to the Community & Economic Development Department.

#### **4.70.50 Reporting Requirements**

The Community & Economic Development Department shall prepare and submit the following reports to the County Manager:

- a. Annual budget
- b. Other reports as requested by the County Board, Housing and Redevelopment Authority, or the County Manager.

### **4.80.00 ENTERPRISE AND ADMINISTRATIVE SERVICES**

#### **4.80.10 Department Establishment**

There shall be an Enterprise and Administrative Services Department of the Information and Public Records Service Team and shall be under the direction and supervision of the County Manager by County Board Resolution #B2021-242

#### **4.80.20 Director and Appointing Authority of Director**

The Director of the Enterprise and Administrative Services Department shall be appointed by the County Manager as provided for in Chapter 3 of both the Charter and the Administrative Code.

The Director of the Enterprise and Administrative Services Department shall appoint, review, transfer, suspend or remove subordinates within the Department office as authorized by the Ramsey County Charter in Chapter 3 section 3.02A.

#### **4.80.30 Duties and Responsibilities**

Under the supervision of the Director of Enterprise and Administrative Services, the Department shall have the following duties and responsibilities within the Information and Public Records Service Team and internally within the Department, to:

- a. Provide administrative support functions including procurement, contract management, management analysis, records and facilities management for the Information and Public Records Service Team.
- b. Provide financial support services relating to personal and fiscal management, in coordination with the Information and Public Records Controller, including

- preparation of an annual budget, ongoing budget monitoring, accounting services, revenue collections, and payroll functions.
- c. Implement and coordinate shared Administration services at the direction of the Deputy County Manager for the information and Public Records Service Team.
  - d. Provide Enterprise Services to connect residents to County and community services, including navigator and service center functions.
  - e. Provide enterprise project management, business analysis, process improvement and organizational change management services to all County divisions and departments;

#### **4.80.40 Delegation of Authority**

There are no delegations of authority specifically given to the Enterprise and Administrative Services Department.

#### **4.80.50 Reporting Requirements**

The Enterprise and Administrative Services Department shall prepare and submit the following reports to the Count Manager

- a. Annual budget
- b. Other reports as requested by the County Board or the County Manager.

Item Number: 2024-688

Meeting Date: 12/17/2024

**Sponsor:** County Attorney's Office

**Title**

2025 Salary Rate for the Ramsey County Attorney

**Recommendation**

1. Set the annual salary for the elected Ramsey County Attorney at \$223,930 to be effective the first full pay period following January 1, 2025.
2. Authorize the continuation of the contribution to deferred compensation for the elected County Attorney consistent with the American Federation of State, County and Municipal Employees Local 8 Assistant County Attorneys agreement.
3. Authorize the continuation of the administrative allowance of \$110 per month.
4. Authorize the continuation of the transportation allowance of \$150 per month.
5. Authorize the continuation of the cell phone/wireless service allowance of \$55 per month.

**Background and Rationale**

Minnesota Statutes 388.18, Subdivision 2 requires the Ramsey County Board to set the salary of the Ramsey County Attorney by resolution. The resolution process requires that before action is taken by the board that the requested action to establish the 2025 salary rate be made known and accessible to the public. Upon approval, this action provides increased transparency in the setting of the salary of a key county position who is elected to serve the residents of Ramsey County.

The longstanding custom and practice for setting the annual salary for the County Attorney is to invite the incumbent to make a written salary request to the Ramsey County Board of Commissioners. A salary request from the incumbent is attached. The request is for a wage increase of 13.5% which includes a pay equity adjustment of 10.2% which was received by several Assistant County Attorneys in 2024 and then compounded by a 3.0% cost of living adjustment (COLA) for 2025. This request will bring the County Attorney's salary more in alignment with many of the salaries paid to other Minnesota County Attorneys in or near the Twin Cities metropolitan area.

Additionally, the County Attorney requests continuation of the contribution to deferred compensation consistent with AFSCME Local 8 Assistant County Attorney agreement, continuation of an administrative allowance of \$110 per month, continuation of the transportation allowance of \$150 per month, and the continuation of the cell phone/wireless service allowance of \$55 per month.

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

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

In the County Attorney's Office broader work, racial equity remains a priority, including establishing terms and conditions of employment that support recruitment and retention of a diverse workforce. To develop the current staff's cultural competence the County Attorney's Office has administered the Intercultural Development Inventory (IDI) to all employees to give staff a baseline understanding of their intercultural development along

the IDI spectrum. The County Attorney's Office sets the expectation with staff that all employees must work to develop a sense of cultural humility and further develop their intercultural skills and ability to relate to and interact with people across race, class, and culture in order to make the office more welcoming and inclusive to current and new employees and provide the best possible service to residents.

**Community Participation Level and Impact**

There is no community engagement for this action.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Funds will be used from the Attorney's Office allocated personnel funding in the 2025 operating budget.

**Last Previous Action**

On December 19, 2023, the Ramsey County Board of Commissioners set the 2024 Salary Rate for the elected Ramsey County Attorney (Resolution B2023-261).

**Attachments**

1. 2025 Salary Memorandum to County Board - November 26, 2024
2. 2024 Salary Memorandum to County Board - November 27, 2023



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

November 26, 2024

Ramsey County Board of Commissioners  
Ramsey County Courthouse, Room 220  
15 West Kellogg Blvd.  
Saint Paul, MN 55102

Dear Commissioners:

As you know, Minnesota law requires that the Ramsey County Board of Commissioners set the annual salary of the Ramsey County Attorney. Our long standing past practice has been for the County Attorney to make an annual written request to the Board of Commissioners regarding a proposed salary rate each December for the following year.

For 2025, I am requesting a 13.5% increase of my present salary to \$223,929.72, to be effective the first full pay period following January 1, 2025. This increase equates to the same pay equity adjustment of 10.2% received by eight Senior Assistant County Attorneys in 2024, plus the same compounded cost of living adjustment (COLA) that will be received in 2025 by all the represented attorneys in this office, which I understand will be 3.0%.


As I forecasted as a future need a year ago, my salary is in dire need of an equity adjustment when compared to my counterparts across the State of Minnesota. For your reference, I have attached my 2024 salary request letter dated November 27, 2023, for your review. Based upon a Minnesota County Attorneys Association's 2024 Salary Survey, there were nine other county attorneys, many with far less experience on the job, who exceeded my salary this past year. While this salary request will bring my salary more in alignment with many of the salaries paid to other County Attorneys in or near the Twin Cities metropolitan area, my 2025 proposed salary will still lag behind five other County Attorneys, if not more.

I am also requesting the continuation of the contribution to deferred compensation consistent with the Local 8 Assistant County Attorneys agreement, the continuation of the administrative allowance of \$110 per month, continuation of the transportation allowance of \$150 per month, and the continuation of the \$55 per month cell/phone wireless service allowance.

I am also very grateful that the Board, County Manager's Office, and Human Resource staff quickly addressed the salary disparities of the AFSCME Attorney bargaining group for Assistant County Attorneys in mid-year of 2024. I am extremely grateful for this special action taken by the county. We

ADMINISTRATION DIVISION

360 Wabasha Street North., Suite 100 | Saint Paul, MN 55102-1418  
(651) 266-3222 | Fax: (651) 266-3010 | ramseycountyattorney.org

An Elected Office of  
 RAMSEY COUNTY

Ramsey County Board of Commissioners  
November 26, 2024  
Page 2 of 2

still need to remain vigilant in reviewing and adjusting the salaries of my management team and remaining staff of this office as I have requested to retain and attract staff and reverse the trend of our public sector employees leaving the RCAO for better paying similar jobs in other public offices. The offering of competitive salaries will be necessary for my office to perform its most basic safety and justice functions, as required by state statute, and provide civil legal services, as prescribed by law.

Thank you for your consideration of my salary request and for your continued strong partnership and support.

Sincerely,



John J. Choi  
Ramsey County Attorney

cc: Ling Becker, County Manager





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

November 27, 2023

Ramsey County Board of Commissioners  
Courthouse, Room 220  
15 W. Kellogg Blvd.  
St. Paul, Minnesota 55102

Dear Commissioners:

As you know, Minnesota law requires that the Ramsey County Board of Commissioners set the annual salary of the Ramsey County Attorney. The past practice has been for the County Attorney to make an annual written request to the Board of Commissioners regarding a proposed salary rate each December for the following year.

For 2024, I am requesting a two and one quarter percent (2.25%) increase of my present salary to \$197,284.49, to be effective the first full pay period following January 1, 2024. This increase is the same general wage adjustment agreed to by the AFSCME Attorney bargaining group for Assistant County Attorneys.

I am also requesting the continuation of the contribution to deferred compensation consistent with the Local 8 Assistant County Attorneys agreement, the continuation of the administrative allowance of \$110 per month, continuation of the transportation allowance of \$150 per month, and the continuation of the \$55 per month cell/phone wireless service allowance.

I also want to use this letter to reiterate a critical concern, that I first shared with you during my budget presentation in September 2023, about the rapidly growing disparity between the salaries of RCO attorneys, and their attorney counterparts in other Twin Cities-based public law offices, including the Office of the Ramsey County Public Defender. Just during 2023, 14 attorneys have left the RCO, many leaving to accept higher paying jobs in other public law offices. Moreover, this problem is not limited to our attorneys, as we have also seen a growing recent trend of legal support staff and other paraprofessionals leaving the RCO for better paying similar jobs in other public offices.

I have attached for your reference as Attachment A, assistant county attorney salary information from other Minnesota offices that was in response to the Minnesota County Attorney's Association's 2023 Salary Survey, along with current salary information from the Minnesota Board of Public Defense and

Ramsey County Board of Commissioners

Page 2

November 27, 2023

the Office of Attorney General. During the past year, the state and other counties have taken action to increase salaries in their respective county attorney's offices, and the result is that we have been losing an unprecedented number of employees to those offices.

While I am very grateful that Dr. Annie Porbeni and her staff also recognize this growing salary disparity and have recently been working well with my office on ways to address it, I am concerned that without swift action, the RCO will no longer be an employer of choice among the many other public law offices in the metro area. I am equally concerned that without an expeditious equity salary adjustment for our most affected employees, our ability to continue the hard work of delivering justice and safety in a way that reflects your values and those of our community will be impeded. It is for this reason that I again bring this matter to your attention and ask for your support in helping me to resolve it prudently and responsibly.

Finally, my top priority is to address the salary disparities of my employees as described above. But as I mentioned earlier, as I enter my 13<sup>th</sup> year of service as the elected Ramsey County Attorney, I realize that despite being one of the most senior in terms of years of experience among my elected county attorney counterparts in the ten largest county attorney's offices in the state, my salary has fallen behind all but one of those other elected officials. For your reference, I have attached Attachment B to this letter which provides elected County Attorney salary information from the MCAA's 2023 County Attorney Salary Survey. Accordingly, assuming that we can successfully address the above-described salary disparities of my employees, I anticipate that I will also make a request to the Board for an equity adjustment to my salary.

I truly consider myself to be the luckiest county attorney in Minnesota to be able to work with such a thoughtful and supportive Board of Commissioners. I thank you for your consideration of my request and for your continued strong partnership and support.

Sincerely,



John J. Choi  
Ramsey County Attorney

Attachment A

Assistant County Attorney Salary rates  
Salary Information from the 2023 MCAA Salary Survey except for  
Salary Information provided directly by MN Board of Public Defense and Office of Attorney General

1. Stearns County

Full Time Attorney	\$131,736 – \$193,348
Full Time Attorney	\$125,463 – \$184,141
Full Time Attorney	\$113,799 – \$167,022
Full Time Attorney	\$108,380 – \$159,068
Full Time Attorney	\$98,304 – \$144,280
Full Time Attorney	\$80,875 – \$118,699

2. Office of Attorney General

Assistant Attorney General S3	\$113,000 - \$174,500
Assistant Attorney General S2	\$105,500 - \$163,500
Assistant Attorney General S1	\$76,000 - \$120,000

3. Carver County

Assistant Attorney	\$124,800 - \$170,851
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4. Anoka County

Attorney IV	\$158,080 – \$164,400
Attorney III	\$114,400 – \$155,501
Attorney II	\$97,760 – \$110,240
Attorney I	\$79,040 – \$91,520

5. Dakota County

Attorney IV	\$103,086 - \$161,073
Attorney III	\$92,042 - \$143,815
Attorney II	\$82,180 - \$128,406
Attorney 1/SSA	\$73,375 – \$114,649

6. Hennepin County

Senior Attorney	\$99,222 – \$160,208
Attorney	\$76,314 – \$148,670
Associate Attorney	\$79,492 – \$108,329

7. MN Board of Public Defense  
Public Defender      \$88,380 – \$158,500
  
8. Scott County  
Assistant Attorney    \$78,470 – \$156,828
  
9. Ramsey County  
Assistant Attorney 3   \$103,252 - \$153,738  
Assistant Attorney 2   \$83,911 - \$124,919  
Assistant Attorney 1   \$70,019 - \$104,162
  
10. Olmsted County  
Sr Asst Attorney      \$109,819 - \$146,579  
Associate Attorney    \$99,258 - \$84,760  
Assistant Attorney     \$78,048 - \$74,880
  
11. St. Louis County  
Assistant Attorney    \$69,030 - \$137,124
  
12. Washington County  
Attorney                \$77,688 – \$100,984

Attachment B

## Current County Attorney Salaries

Taken from the 2023 MCAA Salary Survey of the Ten Largest County Attorney's Offices in Minnesota

1. Stearns County Attorney	\$215,298
2. Dakota County Attorney	\$206,397
3. Carver County Attorney	\$200,720
4. Scott County Attorney	\$200,695
5. Washington County Attorney	\$199,080
6. Olmsted County Attorney	\$197,453
7. Hennepin County Attorney	\$195,065
8. Anoka County Attorney	\$193,731
9. <b>Ramsey County Attorney</b>	<b>\$192,943.26</b>
10. St. Louis County Attorney	\$182,811.20

# Board of Commissioners

## Request for Board Action

Item Number: 2024-660

Meeting Date: 12/17/2024

**Sponsor:** Sheriff's Office

**Title**

2025 Salary Rate for the Ramsey County Sheriff

**Recommendation**

1. Set the annual salary for the Ramsey County Sheriff at \$186,706 effective January 1, 2025.
2. Authorize the continuation of the contribution to deferred compensation consistent with that approved for non-represented employees for 2025.
3. Authorize the continuation of the uniform/clothing allowance of \$1,375 for 2025.

**Background and Rationale**

The Ramsey County Board of Commissioners is required by law to set the salary of the elected Ramsey County Sheriff.

The longstanding custom and practice for setting the annual salary for the Ramsey County Sheriff is to invite the incumbent to make a written salary request to the Ramsey County Board of Commissioners. A salary request from the incumbent is attached.

When requesting a salary for 2025, the following factors were considered:

- Over the last six years, the Sheriff has only requested one salary increase. This was in part due to COVID-related financial pressures. From 2019 to 2022, the Sheriff's salary remained the same. The Sheriff's salary was increased once in 2023 and has not been adjusted since.
- The salary of the Sheriff's Chief Deputy now exceeds the salary of the Sheriff. This is because of the cost-of-living adjustments provided to county employees.
- In 2024, the Ramsey County Sheriff's salary is the lowest in the seven-county metro area. For reference, the 2024 salaries for the sheriffs in the seven-county metro are: Anoka County, \$208,000; Washington County, \$203,321, Dakota County, \$192,500; Carver County, \$190,955; Hennepin County, \$190,419; and Scott County, \$186,967.

For the above reasons, a salary of \$186,706 is requested for 2025. This represents a 9% increase and sets the Sheriff's salary slightly above the Chief Deputy. As per past practice, it is also requested to continue the contribution to deferred compensation consistent with that approved for unclassified employees and a uniform/clothing allowance of \$1,375 for 2025.

Even with this increase, the requested salary still sets the Ramsey County Sheriff's salary the lowest in the seven-county metro area in 2025.

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

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

Upon approval, this action provides increased transparency in the setting of the salary of a key county position

who is elected to serve the residents of Ramsey County. In the Sheriff's Office broader work, racial equity remains a priority, including establishing terms and conditions of employment that support recruitment and retention of a diverse workforce.

**Community Participation Level and Impact**

There is no community engagement associated with this board action.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Funds will be used from the Sheriff's Office allocated personnel funding in the 2025 operating budget.

**Last Previous Action**

On December 19, 2023, the Ramsey County Board of Commissioners set the 2024 salary of the Ramsey County Sheriff (Resolution B2023-260).

**Attachments**

1. Letter to County Board of Commissioners - November 19, 2024



## Ramsey County Sheriff's Office

Bob Fletcher, Sheriff

---

425 Grove Street • Saint Paul, Minnesota 55101  
Phone: 651-266-9333 • Fax: 651-266-9301  
[www.RamseyCountySheriff.us](http://www.RamseyCountySheriff.us)

November 19, 2024

Ramsey County Board of Commissioners  
Courthouse, Room 220  
15 Kellogg Boulevard West  
Saint Paul, Minnesota 55102

Dear Commissioners,

As you know, Minnesota state law requires that the Ramsey County Board of Commissioners set the salary of the Ramsey County Sheriff. The past practice in this regard has been for the Sheriff to make a written request to the Board of Commissioners regarding a proposed salary rate for the following year.

When requesting a salary for 2025, the following factors were considered:

- Over the last six years, the Sheriff has only requested one salary increase. This was in part due to COVID-related financial pressures. From 2019 to 2022, the Sheriff's salary remained the same. The Sheriff's salary was increased once in 2023 and has not been adjusted since.
- The salary of the Sheriff's Chief Deputy now exceeds the salary of the Sheriff. This is because of the cost-of-living adjustments provided to county employees.
- In 2024, the Ramsey County Sheriff's salary is the lowest in the seven-county metro area. For reference, the 2024 salaries for the sheriffs in the seven-county metro are: Anoka County, \$208,000; Washington County, \$203,321, Dakota County, \$192,500; Carver County, \$190,955; Hennepin County, \$190,419; and Scott County, \$186,967.

For the above reasons, a salary of \$186,706 is requested for 2025. This represents a 9% increase and sets the Sheriff's salary slightly above the Chief Deputy. As per past practice, it is also requested to continue the contribution to deferred compensation consistent with that approved for unclassified employees and a uniform/clothing allowance of \$1,375 for 2025.

Even with this increase, the requested salary still sets the Ramsey County Sheriff's salary the lowest in the seven-county metro area in 2025.

Thank you for your consideration of this request.

Bob Fletcher  
Ramsey County Sheriff



# Board of Commissioners

## Request for Board Action

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**Item Number:** 2024-667

**Meeting Date:** 12/17/2024

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**Sponsor:** Sheriff's Office

**Title**

Agreements for Law Enforcement Services and Public Safety Services

**Recommendation**

1. Approve the agreements for law enforcement and public safety services with the cities of Arden Hills, Little Canada, North Oaks, Shoreview, Vadnais Heights, and the township of White Bear for the period of January 1, 2025 through December 31, 2029.
2. Authorize the Chair and Chief Clerk to execute the agreements.
3. Authorize the County Manager to use Law Enforcement Services Fund fund balance for the purpose of year-end reconciliation at fiscal close to reconcile actual costs for services provided to the Contract Communities under these agreements.

**Background and Rationale**

For over 60 years, the Sheriff's Office has provided law enforcement and public safety services to municipalities within Ramsey County that do not operate a local police department. In doing so, the county, the Sheriff's Office, and the municipalities have entered into agreements for contract services. Minnesota state law authorizes such agreements.

Contracting for law enforcement and public safety services offers many advantages to the community, the county, and the municipality, including cost savings, sharing of resources, and enhanced emergency responses. In fact, it is a common practice across the seven-county metro, the state, and the nation for sheriff's offices and municipalities to enter into agreements for contract services. This method of contracting allows municipalities to select services that best meet the needs of the community. The sheriff's offices then provide services for the cost incurred. The services provided include but are not limited to patrol, investigations, crime prevention, community outreach, and animal control.

Currently, the cities of Arden Hills, Little Canada, North Oaks, Shoreview, Vadnais Heights, and the township of White Bear, known as the "Contract Communities," have agreements with the Sheriff's Office for law enforcement and public safety services. The city of Falcon Heights also has an agreement with the Sheriff's Office independent of the Contract Communities. All agreements expire on December 31, 2024 with no renewal options.

In 2024, the Sheriff's Office in partnership with the County Manager's Office, including Safety and Justice, the County Attorney's Office, Enterprise Risk Management, Finance, and the Contract Communities worked together to review all contract terms and conditions. This collective work resulted in updated and revised contract language. The major changes and updates to the agreements include:

- An improved and easier to read format.
- Revised recitals to incorporate legal authority and statutory references.
- A term limit of five years, requiring any new agreements to be brought before each governing body for approval.
- Placing all agreements on the same cycle for reauthorization by each governing body.

- Updated scope of services to reflect current service levels.
- Additional language regarding cost and payment information, including the incorporation of internal service fees, such as rent and information services, and insurance obligations.
- Updated defense and indemnification language designed to protect the county.
- Resolution of outstanding insurance coverage issues, including automobile and general liability.

In addition to each municipality paying for the costs of services provided by the Sheriff’s Office, the Contract Communities continue to pay for a share of internal services fees, which are fees charged by county departments. This includes rent, information services, workers compensation, mobile and handheld radio communication services, fleet services, and county manager fees, which include central services, such as finance, human resources, and other indirect costs.

The Contract Communities also pay for the costs associated with the county self-insuring automobile liability and general liability claims related to the services provided by the Sheriff’s Office. The cost for self-insurance coverage increased as part of the updated agreements, which is funded by the Contract Communities. The rates charged by the county align with the League of Minnesota Cities Insurance Trust and neighboring counties. By working together with county management, the Sheriff’s Office, the County Attorney’s Office, Enterprise Risk Management, and the Contract Communities, this has resulted in the resolution of insurance coverage.

This action requests Ramsey County Board of Commissioners approval of the agreements with the municipalities for contract services and the authority for the County Manager to use Law Enforcement Services Fund fund balance for the purpose of year-end reconciliation at fiscal close to reconcile actual costs for services provided to the Contract Communities under these agreements. This action is requested as a process improvement due to timing of various processes at year-end fiscal close, which includes payroll, accounts receivable, and accounts payable. This action will help to ensure financial activity is recorded in the current fiscal year. The request for County Manager authority to make fund balance transfers is limited to the Law Enforcement Services Fund and for the purposes of year-end reconciliation at fiscal close. There is no impact to the General Fund or any other fund. Finance is recommending approval of this action.

The Contract Communities and the Sheriff’s Office are recommending approval of the agreements and are proud to work closely together to achieve the shared goal of community safety in the suburban communities of Ramsey County.

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

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

The combined population of the Contract Communities is over 75,000 people, which represents a diverse community. Once approved, this action continues to provide law enforcement and public safety services with a commitment to community safety and wellbeing. The Sheriff’s Office continues to advance racial and health equity through diverse hiring practices, training (including diversity, crisis intervention, de-escalation, mental health, and implicit bias), and service delivery, including robust community engagement. To promote transparency and accountability for all, body-worn cameras are worn by deputies serving the Contract Communities. Copies of the agreements between the county, the Sheriff’s Office, and each municipality are posted on the Sheriff’s Office website.

**Community Participation Level and Impact**

The Sheriff’s Office regularly meets with the Contract Communities leadership team, which includes city managers, city administrators, and the town clerk of each of the municipalities. The Sheriff’s Office also attends city council and town board meetings as well as workshops and commissioner meetings. The Contract

Communities leadership team routinely receives feedback from their elected governing bodies regarding the provision of law enforcement and public safety services.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

There is no impact to the county property tax levy as all costs associated with providing contract law enforcement and public safety services will be funded, and paid for, by the Contract Communities, including salaries and benefits, equipment, and training. This model of contracting services remains effective, efficient, and economical and supports the delivery of critical services. Under the new agreements, the Contract Communities are funding increased insurance premiums, which will help protect the county's self-insurance fund in the event of a claim. The estimated revenue and appropriations will be included in the Sheriff's Office 2025 budget.

**Last Previous Action**

On February 6, 2024, the Ramsey County Board of Commissioners approved an agreement with the city of Falcon Heights for Law Enforcement Services and Public Safety Services (Resolution B2024-028).

On December 21, 2021, the Ramsey County Board of Commissioners approved agreements with the cities of Arden Hills, Little Canada, North Oaks, Shoreview, Vadnais Heights, and the Township of White Bear for Law Enforcement Services and an increase in the personnel complement of the Sheriff's Office by 1.0 full-time equivalent Deputy Sheriff-Commander (Resolution B2021-292).

On December 17, 2019, the Ramsey County Board of Commissioners approved an increase in the personnel complement of the Sheriff's Office for Contract Communities by 1.0 full-time equivalent Deputy Sheriff (Resolution B2019-307).

**Attachments**

1. Agreement for Contract Law Enforcement and Public Safety Services - City of Arden Hills
2. Agreement for Contract Law Enforcement and Public Safety Services - City of Little Canada
3. Agreement for Contract Law Enforcement and Public Safety Services - City of North Oaks
4. Agreement for Contract Law Enforcement and Public Safety Services - City of Shoreview
5. Agreement for Contract Law Enforcement and Public Safety Services - City of Vadnais Heights
6. Agreement for Contract Law Enforcement and Public Safety Services - Township of White Bear

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

**INTRODUCTION**

This is an Agreement between the County of Ramsey (“County”), through the Office of the Ramsey County Sheriff (“Sheriff’s Office”), and the City of Arden Hills (“Municipality”), collectively referred to as “the Parties” or individually as “Party,” to provide contract law enforcement and public safety services pursuant to the terms and conditions set forth in this Agreement and as authorized by Minnesota State Statutes.

**RECITALS**

WHEREAS, the County, through the Sheriff’s Office, has a statutory obligation to provide certain law enforcement and public safety services; and;

WHEREAS, cities, towns, and townships (“municipalities”) have a statutory obligation to provide police services; and,

WHEREAS, Minnesota State Statute authorizes contracts for police services between municipalities and sheriff’s offices, with the approval of each respective governing body; and,

WHEREAS, such contracts are authorized and provided for by the provisions of Minnesota Statutes Sections 471.59 and 436.05, and Laws 1959, Chapter 372; and,

WHEREAS, contracting for law enforcement and public safety services offers many advantages to the community, the County, and the Municipality, including but not limited to cost savings by sharing personnel and resources, such as supervision and administrative costs, facilities, vehicles, equipment, and training as well as enhanced emergency responses and services; and,

WHEREAS, in Ramsey County, for over 60 years, the Sheriff’s Office has provided contract law enforcement and public safety services to municipalities in the County; and,

WHEREAS, the Sheriff’s Office has previously contracted to provide law enforcement and public safety services to the cities of Arden Hills, Little Canada, North Oaks, Shoreview, Vadnais Heights, and to White Bear Township (collectively referred to as the “Contract Communities”), as well as the city of Falcon Heights; and,

WHEREAS, the Municipality has determined it is in its best interests to contract with the Sheriff’s Office for law enforcement and public safety services for the effective, efficient, and economical delivery of community policing and critical services; and,

WHEREAS, the County, the Sheriff’s Office, and the Municipality are agreeable to contracting for such services under the terms and conditions hereinafter set forth.

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

**AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

**1. GENERAL PURPOSE**

- 1.1 The purpose of this Agreement is to authorize the joint exercise of powers, pursuant to Minnesota Statutes, between the County, through Sheriff's Office, and the Municipality for the provision of contract law enforcement and public safety services, under the terms and conditions set forth below.
- 1.2 The Parties shall cooperate and use their best efforts to ensure that the provisions of this Agreement are fulfilled, and to undertake resolution of disputes, if any, in good faith and in a timely manner.

**2. TERM OF AGREEMENT**

- 2.1 The term of this Agreement shall commence on January 1, 2025, and shall continue through December 31, 2029 ("Term").
- 2.2 This Agreement does not automatically renew and there are no options for renewal.

**3. SCOPE OF SERVICES**

- 3.1 The Sheriff's Office agrees to provide law enforcement and public safety services to the Municipality which will include, but not be limited to, the following:
  - 3.1.1 Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas.
  - 3.1.2 Enforcement of state statutes and County and municipal ordinances.
  - 3.1.3 Traffic enforcement including the regular use of radar or laser as a speed deterrent.
  - 3.1.4 Crime prevention programs such as Neighborhood Watch, as well as other business and residential crime prevention programs.
  - 3.1.5 Criminal investigative and crime scene processing services.
  - 3.1.6 Follow-up on reported crimes with persons who reported the crime including routine notification by telephone or mail as to the status of the investigation.

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

- 3.1.7 Responses to medical, fire, and other emergencies.
- 3.1.8 Coordination of volunteer programs, such as the Community Affairs Officer, Night to Unite, and Reserve Programs.
- 3.1.9 Driver's license inspections, background checks, and license enforcement services as called for under applicable state law and ordinances of the Municipality.
- 3.1.10 Special event traffic patrol and patrol services for community festivals or other special events.
- 3.1.11 Attendance at public safety or city council meetings as requested by the Municipality.
- 3.1.12 Animal control services.
- 3.1.13 Administrative and support services necessary to the provision of the law enforcement and public safety services listed herein, including but not limited to budget, accounting, and finance services; payroll support and personnel management; procurement and contract management; grant management; information technology and support; fleet management; training and staff development; recruitment; internal affairs; and other related services.
- 3.2 The County, through its various departments, agrees to support the delivery of law enforcement and public safety services, under the terms and conditions set forth in this Agreement.
- 3.3 The manner and standards of performance, the discipline of employees, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the Sheriff's Office.
- 3.4 In the event of a dispute between the Parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the Sheriff's Office agrees to meet with the City Manager/Administrator to discuss the dispute and proposed resolution(s). The Sheriff's Office has the sole and exclusive authority to determine how to resolve such a dispute between the Parties hereto, subject however, to the provisions of this Agreement.
- 3.5 In the event the Municipality, through its elected body or authorized agent, notifies the Sheriff's Office that the Municipality is dissatisfied with the

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the Sheriff's Office shall make every effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the Sheriff's Office to provide services to other areas of Ramsey County in a timely and efficient manner.

- 3.6 Services by the Sheriff's Office shall be provided 24 hours per day and shall be performed by the number of deputies and other personnel budgeted for in the Sheriff's Office approved budget.
- 3.7 The County and the Sheriff's Office shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, and supplies necessary to provide services pursuant to this Agreement.
- 3.8 All deputy sheriffs, clerks, and all other County personnel performing duties pursuant to this Agreement shall at all times be considered employees of the County and/or the Sheriff's Office for all purposes.
- 3.9 The name of each Municipality shall be affixed to all vehicles and other major pieces of equipment used primarily within the Municipality.

**4. DEFENSE AND INDEMNIFICATION**

- 4.1 The County, its officers and employees, shall not be deemed to assume any liability for intentional misconduct or negligent acts or omissions of the Municipality or of any other officer, agent, or employee thereof, and the Municipality shall hold the County and its officers and employees harmless from, and shall defend and indemnify the County and its officers and employees against any claim for damages and/or injuries arising out of the Municipality's performance or failure to perform (regardless of whether such act or omission is intentional or negligent) its obligations pursuant to this Agreement.
- 4.2 The Municipality and its employees shall not be deemed to assume any liability for intentional misconduct or negligent acts or omissions of the County or of any other officer, agent, or employee thereof, and the County shall hold the Municipality and its employees harmless from, and shall defend and indemnify the Municipality and its employees against any claim for damages and/or injuries arising out of the County's performance or failure to perform (regardless of whether such act or omission is intentional or negligent) its obligations pursuant to this Agreement.
- 4.3 By entering this Agreement, no Party is waiving its statutory limits or exceptions on liability, immunities or defenses, under statute (including but not limited to Chapter 466 of the Minnesota Statutes) or common law.

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

4.4 Except as herein otherwise specified, the Municipality shall not be liable for compensation or indemnity to any County or Sheriff's Office employee for injury or sickness arising out of the County's performance of services pursuant to this Agreement, and the County hereby agrees to defend, indemnify, and hold harmless the Municipality against any such claim.

**5. INSURANCE**

5.1 During the term of this Agreement, the County agrees to maintain the following insurance policies/coverage, in amounts deemed appropriate by the County: automobile, workers' compensation, and general liability.

5.2 The County shall name the Municipality as an additional insured on all policies, except for the worker' compensation policy, related to this Agreement.

5.3 The County may elect to self-insure all or any portion of these risks.

5.4 When calculating insurance premium rates, the County shall provide to the Contract Communities the methodology for the cost calculations.

**6. COST AND PAYMENT**

6.1 For the services provided directly by the Sheriff's Office, the Municipality agrees to pay the Sheriff's Office the actual cost of providing services under this Agreement. Actual cost shall mean the Municipality's share of the Sheriff's Office total cost of providing services as described in this Agreement for the current contract year. Actual costs include, but are not limited to, personnel services; services and charges, including administrative overhead; supplies and equipment; and capital.

6.2 For the County services provided by County departments other than Enterprise Risk Management and the Sheriff's Office, the Municipality agrees to pay the County, as a part of this Agreement, a share of internal service fees based on a cost allocation determined by the Contract Communities, for the current contract year. Internal service fees are charges to the Sheriff's Office by County departments. Internal service fees include but may not be limited to rent; information services; workers compensation; mobile and handheld radio communication services; fleet services; and, county manager fees, which include central services, such as finance, human resources, and other indirect costs.

6.3 For the County services provided by Enterprise Risk Management, the Municipality agrees to pay the County for insurance obligations undertaken by the County pursuant to this Agreement. This includes but is not limited to automobile



**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

and general liability insurance costs, or the cost of a self-insurance program. Enterprise Risk Management will provide premium rate costs by March of every year for the following year.

- 6.4 The Sheriff's Office will prepare and present an annual budget estimate to the Contract Communities managers/administrators. The annual budget estimate shall be presented and provided in June of each year for the following year. The Parties agree that said budget estimate shall in no way prevent the County from charging its actual costs per this Agreement.
- 6.5 The Sheriff's Office will prepare and present an annual reconciliation to the Contract Communities managers/administrators. The annual reconciliation shall be presented and provided no later than April of each year for the preceding year. If, after reconciliation, (a) the amount of actual costs exceeds the Municipality's payment to the County for the year, the Municipality will be invoiced for and shall pay to the County the difference or (b) the Municipality's payment to the County for the year exceeds actual costs, the Municipality will be issued a refund for the difference.
- 6.6 As part of the budget and reconciliation preparation and presentation process, the County and the Sheriff's Office will provide to the Contract Communities an itemized accounting as detailed as reasonably possible regarding costs, calculations, fees, rates, methodologies, and other relevant information.
- 6.7 The Sheriff's Office will prepare and provide to each Municipality monthly invoices. The invoices will display the cost of Sheriff's Office services, County internal service fees, and insurance obligations pursuant to this Agreement.
- 6.8 The Municipalities are responsible for determining cost allocations.
- 6.9 The term "costs" as used herein shall not include items of expense attributable to services or facilities normally provided or available to all municipalities within the county as part of the County or Sheriff's Office obligations to provide services.
- 6.10 Except as otherwise provided, the Municipality shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County or Sheriff's Office personnel performing services pursuant to this Agreement for said Municipality, and the County and Sheriff's Office hereby assumes said liabilities.

**7. TERMINATION OF AGREEMENT**

- 7.1 The Municipality or the Sheriff's Office may terminate this Agreement at the end

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

of a calendar year by notifying the other Party to this Agreement and the County and the other Contract Communities in writing of its intent to terminate the Agreement at least twelve (12) calendar months prior to the end of the calendar year.

- 7.2 Notice to the County and the Sheriff's Office shall be given to the County Manager and the Sheriff. Notice to the Municipality shall be given to the Municipality's City Manager/Administrator/Clerk. Notice to the other Contract Communities will be given to its City Manager/City Administrator/Clerk or in accordance with the notice provisions of the contracts between the Sheriff's Office and the other Contract Communities.
- 7.3 In the event the Municipality or the Sheriff's Office have provided notice of the intent to terminate this Agreement, and the Municipality has not yet secured an alternative law enforcement and public safety services provider, by mutual agreement the Municipality and the Sheriff's Office may elect to continue services on an overtime basis not to exceed one additional year.

**8. GENERAL PROVISIONS**

- 8.1 It is understood that prosecutions for violations of ordinances or state statutes, together with disposition of all fines collected pursuant thereto, shall be in accordance with federal and state statutes, rules, and judicial orders.
- 8.2 The Sheriff's Office shall provide to the Municipality an annual report and quarterly activity reports detailing the activities performed under this Agreement. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued.
- 8.3 No information shall be shared, disseminated, or otherwise provided which would violate the Minnesota Government Data Practices Act, Minn. Stat. § 13, or other federal and state laws, rules, or judicial orders.
- 8.4 The Municipality may contract with the Sheriff's Office for additional law enforcement and public safety services above and beyond what is provided in this Agreement.
- 8.5 Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the Sheriff's Office and the Municipality and attached to the original of this Agreement.

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**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

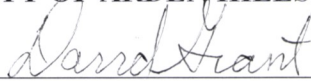
**APPROVAL**

IN WITNESS WHEREOF, the Municipality, by resolution duly adopted by its governing body, has caused this Agreement to be signed by the Mayor and the City Administrator, and the seal of the Municipality to be affixed hereto on the date below and the County, by resolution of its Board of County Commissioners, and signature of its Sheriff, has caused this Agreement to be signed by the Chair and Chief Clerk of said Board on the date below.

**COUNTY OF RAMSEY**

**CITY OF ARDEN HILLS**

\_\_\_\_\_  
Victoria Reinhardt, Chair  
Ramsey County Board of Commissioners

  
\_\_\_\_\_  
David Grant  
Mayor

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

Date: 11/12/24

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

  
\_\_\_\_\_  
Name: Jessica Jagoe  
Interim City Administrator

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

Date: 11/12/24


**OFFICE OF THE SHERIFF**

  
\_\_\_\_\_  
Bob Fletcher  
Ramsey County Sheriff

Date: 11/20/2024

Approved as to form:

Approved as to form:

  
\_\_\_\_\_  
Bradley Cousins  
Assistant Ramsey County Attorney

\_\_\_\_\_

Date: 11/21/24

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

*Revised: 10/29/2024*

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

**INTRODUCTION**

This is an Agreement between the County of Ramsey (“County”), through the Office of the Ramsey County Sheriff (“Sheriff’s Office”), and the City of Little Canada (“Municipality”), collectively referred to as “the Parties” or individually as “Party,” to provide contract law enforcement and public safety services pursuant to the terms and conditions set forth in this Agreement and as authorized by Minnesota State Statutes.

**RECITALS**

WHEREAS, the County, through the Sheriff’s Office, has a statutory obligation to provide certain law enforcement and public safety services; and;

WHEREAS, cities, towns, and townships (“municipalities”) have a statutory obligation to provide police services; and,

WHEREAS, Minnesota State Statute authorizes contracts for police services between municipalities and sheriff’s offices, with the approval of each respective governing body; and,

WHEREAS, such contracts are authorized and provided for by the provisions of Minnesota Statutes Sections 471.59 and 436.05, and Laws 1959, Chapter 372; and,

WHEREAS, contracting for law enforcement and public safety services offers many advantages to the community, the County, and the Municipality, including but not limited to cost savings by sharing personnel and resources, such as supervision and administrative costs, facilities, vehicles, equipment, and training as well as enhanced emergency responses and services; and,

WHEREAS, in Ramsey County, for over 60 years, the Sheriff’s Office has provided contract law enforcement and public safety services to municipalities in the County; and,

WHEREAS, the Sheriff’s Office has previously contracted to provide law enforcement and public safety services to the cities of Arden Hills, Little Canada, North Oaks, Shoreview, Vadnais Heights, and to White Bear Township (collectively referred to as the “Contract Communities”), as well as the city of Falcon Heights; and,

WHEREAS, the Municipality has determined it is in its best interests to contract with the Sheriff’s Office for law enforcement and public safety services for the effective, efficient, and economical delivery of community policing and critical services; and,

WHEREAS, the County, the Sheriff’s Office, and the Municipality are agreeable to contracting for such services under the terms and conditions hereinafter set forth.

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

**AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

**1. GENERAL PURPOSE**

- 1.1 The purpose of this Agreement is to authorize the joint exercise of powers, pursuant to Minnesota Statutes, between the County, through Sheriff's Office, and the Municipality for the provision of contract law enforcement and public safety services, under the terms and conditions set forth below.
- 1.2 The Parties shall cooperate and use their best efforts to ensure that the provisions of this Agreement are fulfilled, and to undertake resolution of disputes, if any, in good faith and in a timely manner.

**2. TERM OF AGREEMENT**

- 2.1 The term of this Agreement shall commence on January 1, 2025, and shall continue through December 31, 2029 ("Term").
- 2.2 This Agreement does not automatically renew and there are no options for renewal.

**3. SCOPE OF SERVICES**

- 3.1 The Sheriff's Office agrees to provide law enforcement and public safety services to the Municipality which will include, but not be limited to, the following:
  - 3.1.1 Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas.
  - 3.1.2 Enforcement of state statutes and County and municipal ordinances.
  - 3.1.3 Traffic enforcement including the regular use of radar or laser as a speed deterrent.
  - 3.1.4 Crime prevention programs such as Neighborhood Watch, as well as other business and residential crime prevention programs.
  - 3.1.5 Criminal investigative and crime scene processing services.
  - 3.1.6 Follow-up on reported crimes with persons who reported the crime including routine notification by telephone or mail as to the status of the investigation.

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

- 3.1.7 Responses to medical, fire, and other emergencies.
- 3.1.8 Coordination of volunteer programs, such as the Community Affairs Officer, Night to Unite, and Reserve Programs.
- 3.1.9 Driver's license inspections, background checks, and license enforcement services as called for under applicable state law and ordinances of the Municipality.
- 3.1.10 Special event traffic patrol and patrol services for community festivals or other special events.
- 3.1.11 Attendance at public safety or city council meetings as requested by the Municipality.
- 3.1.12 Animal control services.
- 3.1.13 Administrative and support services necessary to the provision of the law enforcement and public safety services listed herein, including but not limited to budget, accounting, and finance services; payroll support and personnel management; procurement and contract management; grant management; information technology and support; fleet management; training and staff development; recruitment; internal affairs; and other related services.
- 3.2 The County, through its various departments, agrees to support the delivery of law enforcement and public safety services, under the terms and conditions set forth in this Agreement.
- 3.3 The manner and standards of performance, the discipline of employees, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the Sheriff's Office.
- 3.4 In the event of a dispute between the Parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the Sheriff's Office agrees to meet with the City Manager/Administrator to discuss the dispute and proposed resolution(s). The Sheriff's Office has the sole and exclusive authority to determine how to resolve such a dispute between the Parties hereto, subject however, to the provisions of this Agreement.
- 3.5 In the event the Municipality, through its elected body or authorized agent, notifies the Sheriff's Office that the Municipality is dissatisfied with the

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the Sheriff's Office shall make every effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the Sheriff's Office to provide services to other areas of Ramsey County in a timely and efficient manner.

- 3.6 Services by the Sheriff's Office shall be provided 24 hours per day and shall be performed by the number of deputies and other personnel budgeted for in the Sheriff's Office approved budget.
- 3.7 The County and the Sheriff's Office shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, and supplies necessary to provide services pursuant to this Agreement.
- 3.8 All deputy sheriffs, clerks, and all other County personnel performing duties pursuant to this Agreement shall at all times be considered employees of the County and/or the Sheriff's Office for all purposes.
- 3.9 The name of each Municipality shall be affixed to all vehicles and other major pieces of equipment used primarily within the Municipality.

**4. DEFENSE AND INDEMNIFICATION**

- 4.1 The County, its officers and employees, shall not be deemed to assume any liability for intentional misconduct or negligent acts or omissions of the Municipality or of any other officer, agent, or employee thereof, and the Municipality shall hold the County and its officers and employees harmless from, and shall defend and indemnify the County and its officers and employees against any claim for damages and/or injuries arising out of the Municipality's performance or failure to perform (regardless of whether such act or omission is intentional or negligent) its obligations pursuant to this Agreement.
- 4.2 The Municipality and its employees shall not be deemed to assume any liability for intentional misconduct or negligent acts or omissions of the County or of any other officer, agent, or employee thereof, and the County shall hold the Municipality and its employees harmless from, and shall defend and indemnify the Municipality and its employees against any claim for damages and/or injuries arising out of the County's performance or failure to perform (regardless of whether such act or omission is intentional or negligent) its obligations pursuant to this Agreement.
- 4.3 By entering this Agreement, no Party is waiving its statutory limits or exceptions on liability, immunities or defenses, under statute (including but not limited to Chapter 466 of the Minnesota Statutes) or common law.

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

- 4.4 Except as herein otherwise specified, the Municipality shall not be liable for compensation or indemnity to any County or Sheriff's Office employee for injury or sickness arising out of the County's performance of services pursuant to this Agreement, and the County hereby agrees to defend, indemnify, and hold harmless the Municipality against any such claim.

**5. INSURANCE**

- 5.1 During the term of this Agreement, the County agrees to maintain the following insurance policies/coverage, in amounts deemed appropriate by the County: automobile, workers' compensation, and general liability.
- 5.2 The County shall name the Municipality as an additional insured on all policies, except for the worker' compensation policy, related to this Agreement.
- 5.3 The County may elect to self-insure all or any portion of these risks.
- 5.4 When calculating insurance premium rates, the County shall provide to the Contract Communities the methodology for the cost calculations.

**6. COST AND PAYMENT**

- 6.1 For the services provided directly by the Sheriff's Office, the Municipality agrees to pay the Sheriff's Office the actual cost of providing services under this Agreement. Actual cost shall mean the Municipality's share of the Sheriff's Office total cost of providing services as described in this Agreement for the current contract year. Actual costs include, but are not limited to, personnel services; services and charges, including administrative overhead; supplies and equipment; and capital.
- 6.2 For the County services provided by County departments other than Enterprise Risk Management and the Sheriff's Office, the Municipality agrees to pay the County, as a part of this Agreement, a share of internal service fees based on a cost allocation determined by the Contract Communities, for the current contract year. Internal service fees are charges to the Sheriff's Office by County departments. Internal service fees include but may not be limited to rent; information services; workers compensation; mobile and handheld radio communication services; fleet services; and, county manager fees, which include central services, such as finance, human resources, and other indirect costs.
- 6.3 For the County services provided by Enterprise Risk Management, the Municipality agrees to pay the County for insurance obligations undertaken by the County pursuant to this Agreement. This includes but is not limited to automobile



**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

and general liability insurance costs, or the cost of a self-insurance program. Enterprise Risk Management will provide premium rate costs by March of every year for the following year.

- 6.4 The Sheriff's Office will prepare and present an annual budget estimate to the Contract Communities managers/administrators. The annual budget estimate shall be presented and provided in June of each year for the following year. The Parties agree that said budget estimate shall in no way prevent the County from charging its actual costs per this Agreement.
- 6.5 The Sheriff's Office will prepare and present an annual reconciliation to the Contract Communities managers/administrators. The annual reconciliation shall be presented and provided no later than April of each year for the preceding year. If, after reconciliation, (a) the amount of actual costs exceeds the Municipality's payment to the County for the year, the Municipality will be invoiced for and shall pay to the County the difference or (b) the Municipality's payment to the County for the year exceeds actual costs, the Municipality will be issued a refund for the difference.
- 6.6 As part of the budget and reconciliation preparation and presentation process, the County and the Sheriff's Office will provide to the Contract Communities an itemized accounting as detailed as reasonably possible regarding costs, calculations, fees, rates, methodologies, and other relevant information.
- 6.7 The Sheriff's Office will prepare and provide to each Municipality monthly invoices. The invoices will display the cost of Sheriff's Office services, County internal service fees, and insurance obligations pursuant to this Agreement.
- 6.8 The Municipalities are responsible for determining cost allocations.
- 6.9 The term "costs" as used herein shall not include items of expense attributable to services or facilities normally provided or available to all municipalities within the county as part of the County or Sheriff's Office obligations to provide services.
- 6.10 Except as otherwise provided, the Municipality shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County or Sheriff's Office personnel performing services pursuant to this Agreement for said Municipality, and the County and Sheriff's Office hereby assumes said liabilities.

**7. TERMINATION OF AGREEMENT**

- 7.1 The Municipality or the Sheriff's Office may terminate this Agreement at the end

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

of a calendar year by notifying the other Party to this Agreement and the County and the other Contract Communities in writing of its intent to terminate the Agreement at least twelve (12) calendar months prior to the end of the calendar year.

- 7.2 Notice to the County and the Sheriff's Office shall be given to the County Manager and the Sheriff. Notice to the Municipality shall be given to the Municipality's City Manager/Administrator/Clerk. Notice to the other Contract Communities will be given to its City Manager/City Administrator/Clerk or in accordance with the notice provisions of the contracts between the Sheriff's Office and the other Contract Communities.
- 7.3 In the event the Municipality or the Sheriff's Office have provided notice of the intent to terminate this Agreement, and the Municipality has not yet secured an alternative law enforcement and public safety services provider, by mutual agreement the Municipality and the Sheriff's Office may elect to continue services on an overtime basis not to exceed one additional year.

**8. GENERAL PROVISIONS**

- 8.1 It is understood that prosecutions for violations of ordinances or state statutes, together with disposition of all fines collected pursuant thereto, shall be in accordance with federal and state statutes, rules, and judicial orders.
- 8.2 The Sheriff's Office shall provide to the Municipality an annual report and quarterly activity reports detailing the activities performed under this Agreement. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued.
- 8.3 No information shall be shared, disseminated, or otherwise provided which would violate the Minnesota Government Data Practices Act, Minn. Stat. § 13, or other federal and state laws, rules, or judicial orders.
- 8.4 The Municipality may contract with the Sheriff's Office for additional law enforcement and public safety services above and beyond what is provided in this Agreement.
- 8.5 Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the Sheriff's Office and the Municipality and attached to the original of this Agreement.

[ The remainder of this page is intentionally left blank ]

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

**APPROVAL**

IN WITNESS WHEREOF, the Municipality, by resolution duly adopted by its governing body, has caused this Agreement to be signed by the Mayor and the City Administrator, and the seal of the Municipality to be affixed hereto on the date below and the County, by resolution of its Board of County Commissioners, and signature of its Sheriff, has caused this Agreement to be signed by the Chair and Chief Clerk of said Board on the date below.

**COUNTY OF RAMSEY**

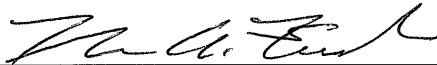
\_\_\_\_\_  
Victoria Reinhardt, Chair  
Ramsey County Board of Commissioners

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


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

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

**CITY OF LITTLE CANADA**

  
\_\_\_\_\_  
Tom Fischer  
Mayor

Date: 13-Nov-2024

  
\_\_\_\_\_  
Chris Heineman  
City Administrator


Date: 13 NOVEMBER 2024

**OFFICE OF THE SHERIFF**

  
\_\_\_\_\_  
Bob Fletcher  
Ramsey County Sheriff

Date: 11/20/2024

Approved as to form:

  
\_\_\_\_\_  
Bradley Cousins  
Assistant Ramsey County Attorney

Date: 11/21/24

Approved as to form:

\_\_\_\_\_

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

*Revised: 10/29/2024*

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

**INTRODUCTION**

This is an Agreement between the County of Ramsey (“County”), through the Office of the Ramsey County Sheriff (“Sheriff’s Office”), and the City of North Oaks (“Municipality”), collectively referred to as “the Parties” or individually as “Party,” to provide contract law enforcement and public safety services pursuant to the terms and conditions set forth in this Agreement and as authorized by Minnesota State Statutes.

**RECITALS**

WHEREAS, the County, through the Sheriff’s Office, has a statutory obligation to provide certain law enforcement and public safety services; and;

WHEREAS, cities, towns, and townships (“municipalities”) have a statutory obligation to provide police services; and,

WHEREAS, Minnesota State Statute authorizes contracts for police services between municipalities and sheriff’s offices, with the approval of each respective governing body; and,

WHEREAS, such contracts are authorized and provided for by the provisions of Minnesota Statutes Sections 471.59 and 436.05, and Laws 1959, Chapter 372; and,

WHEREAS, contracting for law enforcement and public safety services offers many advantages to the community, the County, and the Municipality, including but not limited to cost savings by sharing personnel and resources, such as supervision and administrative costs, facilities, vehicles, equipment, and training as well as enhanced emergency responses and services; and,

WHEREAS, in Ramsey County, for over 60 years, the Sheriff’s Office has provided contract law enforcement and public safety services to municipalities in the County; and,

WHEREAS, the Sheriff’s Office has previously contracted to provide law enforcement and public safety services to the cities of Arden Hills, Little Canada, North Oaks, Shoreview, Vadnais Heights, and to White Bear Township (collectively referred to as the “Contract Communities”), as well as the city of Falcon Heights; and,

WHEREAS, the Municipality has determined it is in its best interests to contract with the Sheriff’s Office for law enforcement and public safety services for the effective, efficient, and economical delivery of community policing and critical services; and,

WHEREAS, the County, the Sheriff’s Office, and the Municipality are agreeable to contracting for such services under the terms and conditions hereinafter set forth.

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

**AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

**1. GENERAL PURPOSE**

- 1.1 The purpose of this Agreement is to authorize the joint exercise of powers, pursuant to Minnesota Statutes, between the County, through Sheriff's Office, and the Municipality for the provision of contract law enforcement and public safety services, under the terms and conditions set forth below.
- 1.2 The Parties shall cooperate and use their best efforts to ensure that the provisions of this Agreement are fulfilled, and to undertake resolution of disputes, if any, in good faith and in a timely manner.

**2. TERM OF AGREEMENT**

- 2.1 The term of this Agreement shall commence on January 1, 2025, and shall continue through December 31, 2029 ("Term").
- 2.2 This Agreement does not automatically renew and there are no options for renewal.

**3. SCOPE OF SERVICES**

- 3.1 The Sheriff's Office agrees to provide law enforcement and public safety services to the Municipality which will include, but not be limited to, the following:
  - 3.1.1 Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas.
  - 3.1.2 Enforcement of state statutes and County and municipal ordinances.
  - 3.1.3 Traffic enforcement including the regular use of radar or laser as a speed deterrent.
  - 3.1.4 Crime prevention programs such as Neighborhood Watch, as well as other business and residential crime prevention programs.
  - 3.1.5 Criminal investigative and crime scene processing services.
  - 3.1.6 Follow-up on reported crimes with persons who reported the crime including routine notification by telephone or mail as to the status of the investigation.

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

- 3.1.7 Responses to medical, fire, and other emergencies.
- 3.1.8 Coordination of volunteer programs, such as the Community Affairs Officer, Night to Unite, and Reserve Programs.
- 3.1.9 Driver's license inspections, background checks, and license enforcement services as called for under applicable state law and ordinances of the Municipality.
- 3.1.10 Special event traffic patrol and patrol services for community festivals or other special events.
- 3.1.11 Attendance at public safety or city council meetings as requested by the Municipality.
- 3.1.12 Animal control services.
- 3.1.13 Administrative and support services necessary to the provision of the law enforcement and public safety services listed herein, including but not limited to budget, accounting, and finance services; payroll support and personnel management; procurement and contract management; grant management; information technology and support; fleet management; training and staff development; recruitment; internal affairs; and other related services.
- 3.2 The County, through its various departments, agrees to support the delivery of law enforcement and public safety services, under the terms and conditions set forth in this Agreement.
- 3.3 The manner and standards of performance, the discipline of employees, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the Sheriff's Office.
- 3.4 In the event of a dispute between the Parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the Sheriff's Office agrees to meet with the City Manager/Administrator to discuss the dispute and proposed resolution(s). The Sheriff's Office has the sole and exclusive authority to determine how to resolve such a dispute between the Parties hereto, subject however, to the provisions of this Agreement.
- 3.5 In the event the Municipality, through its elected body or authorized agent, notifies the Sheriff's Office that the Municipality is dissatisfied with the

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the Sheriff's Office shall make every effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the Sheriff's Office to provide services to other areas of Ramsey County in a timely and efficient manner.

- 3.6 Services by the Sheriff's Office shall be provided 24 hours per day and shall be performed by the number of deputies and other personnel budgeted for in the Sheriff's Office approved budget.
- 3.7 The County and the Sheriff's Office shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, and supplies necessary to provide services pursuant to this Agreement.
- 3.8 All deputy sheriffs, clerks, and all other County personnel performing duties pursuant to this Agreement shall at all times be considered employees of the County and/or the Sheriff's Office for all purposes.
- 3.9 The name of each Municipality shall be affixed to all vehicles and other major pieces of equipment used primarily within the Municipality.

**4. DEFENSE AND INDEMNIFICATION**

- 4.1 The County, its officers and employees, shall not be deemed to assume any liability for intentional misconduct or negligent acts or omissions of the Municipality or of any other officer, agent, or employee thereof, and the Municipality shall hold the County and its officers and employees harmless from, and shall defend and indemnify the County and its officers and employees against any claim for damages and/or injuries arising out of the Municipality's performance or failure to perform (regardless of whether such act or omission is intentional or negligent) its obligations pursuant to this Agreement.
- 4.2 The Municipality and its employees shall not be deemed to assume any liability for intentional misconduct or negligent acts or omissions of the County or of any other officer, agent, or employee thereof, and the County shall hold the Municipality and its employees harmless from, and shall defend and indemnify the Municipality and its employees against any claim for damages and/or injuries arising out of the County's performance or failure to perform (regardless of whether such act or omission is intentional or negligent) its obligations pursuant to this Agreement.
- 4.3 By entering this Agreement, no Party is waiving its statutory limits or exceptions on liability, immunities or defenses, under statute (including but not limited to Chapter 466 of the Minnesota Statutes) or common law.

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

- 4.4 Except as herein otherwise specified, the Municipality shall not be liable for compensation or indemnity to any County or Sheriff's Office employee for injury or sickness arising out of the County's performance of services pursuant to this Agreement, and the County hereby agrees to defend, indemnify, and hold harmless the Municipality against any such claim.

**5. INSURANCE**

- 5.1 During the term of this Agreement, the County agrees to maintain the following insurance policies/coverage, in amounts deemed appropriate by the County: automobile, workers' compensation, and general liability.
- 5.2 The County shall name the Municipality as an additional insured on all policies, except for the worker' compensation policy, related to this Agreement.
- 5.3 The County may elect to self-insure all or any portion of these risks.
- 5.4 When calculating insurance premium rates, the County shall provide to the Contract Communities the methodology for the cost calculations.

**6. COST AND PAYMENT**

- 6.1 For the services provided directly by the Sheriff's Office, the Municipality agrees to pay the Sheriff's Office the actual cost of providing services under this Agreement. Actual cost shall mean the Municipality's share of the Sheriff's Office total cost of providing services as described in this Agreement for the current contract year. Actual costs include, but are not limited to, personnel services; services and charges, including administrative overhead; supplies and equipment; and capital.
- 6.2 For the County services provided by County departments other than Enterprise Risk Management and the Sheriff's Office, the Municipality agrees to pay the County, as a part of this Agreement, a share of internal service fees based on a cost allocation determined by the Contract Communities, for the current contract year. Internal service fees are charges to the Sheriff's Office by County departments. Internal service fees include but may not be limited to rent; information services; workers compensation; mobile and handheld radio communication services; fleet services; and, county manager fees, which include central services, such as finance, human resources, and other indirect costs.
- 6.3 For the County services provided by Enterprise Risk Management, the Municipality agrees to pay the County for insurance obligations undertaken by the County pursuant to this Agreement. This includes but is not limited to automobile



**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

and general liability insurance costs, or the cost of a self-insurance program. Enterprise Risk Management will provide premium rate costs by March of every year for the following year.

- 6.4 The Sheriff's Office will prepare and present an annual budget estimate to the Contract Communities managers/administrators. The annual budget estimate shall be presented and provided in June of each year for the following year. The Parties agree that said budget estimate shall in no way prevent the County from charging its actual costs per this Agreement.
- 6.5 The Sheriff's Office will prepare and present an annual reconciliation to the Contract Communities managers/administrators. The annual reconciliation shall be presented and provided no later than April of each year for the preceding year. If, after reconciliation, (a) the amount of actual costs exceeds the Municipality's payment to the County for the year, the Municipality will be invoiced for and shall pay to the County the difference or (b) the Municipality's payment to the County for the year exceeds actual costs, the Municipality will be issued a refund for the difference.
- 6.6 As part of the budget and reconciliation preparation and presentation process, the County and the Sheriff's Office will provide to the Contract Communities an itemized accounting as detailed as reasonably possible regarding costs, calculations, fees, rates, methodologies, and other relevant information.
- 6.7 The Sheriff's Office will prepare and provide to each Municipality monthly invoices. The invoices will display the cost of Sheriff's Office services, County internal service fees, and insurance obligations pursuant to this Agreement.
- 6.8 The Municipalities are responsible for determining cost allocations.
- 6.9 The term "costs" as used herein shall not include items of expense attributable to services or facilities normally provided or available to all municipalities within the county as part of the County or Sheriff's Office obligations to provide services.
- 6.10 Except as otherwise provided, the Municipality shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County or Sheriff's Office personnel performing services pursuant to this Agreement for said Municipality, and the County and Sheriff's Office hereby assumes said liabilities.

**7. TERMINATION OF AGREEMENT**

- 7.1 The Municipality or the Sheriff's Office may terminate this Agreement at the end

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

of a calendar year by notifying the other Party to this Agreement and the County and the other Contract Communities in writing of its intent to terminate the Agreement at least twelve (12) calendar months prior to the end of the calendar year.

- 7.2 Notice to the County and the Sheriff's Office shall be given to the County Manager and the Sheriff. Notice to the Municipality shall be given to the Municipality's City Manager/Administrator/Clerk. Notice to the other Contract Communities will be given to its City Manager/City Administrator/Clerk or in accordance with the notice provisions of the contracts between the Sheriff's Office and the other Contract Communities.
- 7.3 In the event the Municipality or the Sheriff's Office have provided notice of the intent to terminate this Agreement, and the Municipality has not yet secured an alternative law enforcement and public safety services provider, by mutual agreement the Municipality and the Sheriff's Office may elect to continue services on an overtime basis not to exceed one additional year.

**8. GENERAL PROVISIONS**

- 8.1 It is understood that prosecutions for violations of ordinances or state statutes, together with disposition of all fines collected pursuant thereto, shall be in accordance with federal and state statutes, rules, and judicial orders.
- 8.2 The Sheriff's Office shall provide to the Municipality an annual report and quarterly activity reports detailing the activities performed under this Agreement. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued.
- 8.3 No information shall be shared, disseminated, or otherwise provided which would violate the Minnesota Government Data Practices Act, Minn. Stat. § 13, or other federal and state laws, rules, or judicial orders.
- 8.4 The Municipality may contract with the Sheriff's Office for additional law enforcement and public safety services above and beyond what is provided in this Agreement.
- 8.5 Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the Sheriff's Office and the Municipality and attached to the original of this Agreement.

[ The remainder of this page is intentionally left blank ]

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

**APPROVAL**

IN WITNESS WHEREOF, the Municipality, by resolution duly adopted by its governing body, has caused this Agreement to be signed by the Mayor and the City Administrator, and the seal of the Municipality to be affixed hereto on the date below and the County, by resolution of its Board of County Commissioners, and signature of its Sheriff, has caused this Agreement to be signed by the Chair and Chief Clerk of said Board on the date below.

**COUNTY OF RAMSEY**

**CITY/TOWNSHIP OF NORTH OAKS**

\_\_\_\_\_  
Victoria Reinhardt, Chair  
Ramsey County Board of Commissioners

*Krista Wolter*  
\_\_\_\_\_  
Krista Wolter  
Mayor

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

Date: 11/14/2024

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

*Kevin Kress*  
\_\_\_\_\_  
Kevin Kress  
City Administrator

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

Date: 11/14/2024

**OFFICE OF THE SHERIFF**

*Bob Fletcher*  
\_\_\_\_\_  
Bob Fletcher  
Ramsey County Sheriff

Date: 11/20/2024

Approved as to form:

Approved as to form:

*Bradley Cousins*  
\_\_\_\_\_  
Bradley Cousins  
Assistant Ramsey County Attorney

\_\_\_\_\_

Date: 11/21/24

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

*Revised: 10/29/2024*

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

**INTRODUCTION**

This is an Agreement between the County of Ramsey (“County”), through the Office of the Ramsey County Sheriff (“Sheriff’s Office”), and the City of Shoreview (“Municipality”), collectively referred to as “the Parties” or individually as “Party,” to provide contract law enforcement and public safety services pursuant to the terms and conditions set forth in this Agreement and as authorized by Minnesota State Statutes.

**RECITALS**

WHEREAS, the County, through the Sheriff’s Office, has a statutory obligation to provide certain law enforcement and public safety services; and;

WHEREAS, cities, towns, and townships (“municipalities”) have a statutory obligation to provide police services; and,

WHEREAS, Minnesota State Statute authorizes contracts for police services between municipalities and sheriff’s offices, with the approval of each respective governing body; and,

WHEREAS, such contracts are authorized and provided for by the provisions of Minnesota Statutes Sections 471.59 and 436.05, and Laws 1959, Chapter 372; and,

WHEREAS, contracting for law enforcement and public safety services offers many advantages to the community, the County, and the Municipality, including but not limited to cost savings by sharing personnel and resources, such as supervision and administrative costs, facilities, vehicles, equipment, and training as well as enhanced emergency responses and services; and,

WHEREAS, in Ramsey County, for over 60 years, the Sheriff’s Office has provided contract law enforcement and public safety services to municipalities in the County; and,

WHEREAS, the Sheriff’s Office has previously contracted to provide law enforcement and public safety services to the cities of Arden Hills, Little Canada, North Oaks, Shoreview, Vadnais Heights, and to White Bear Township (collectively referred to as the “Contract Communities”), as well as the city of Falcon Heights; and,

WHEREAS, the Municipality has determined it is in its best interests to contract with the Sheriff’s Office for law enforcement and public safety services for the effective, efficient, and economical delivery of community policing and critical services; and,

WHEREAS, the County, the Sheriff’s Office, and the Municipality are agreeable to contracting for such services under the terms and conditions hereinafter set forth.

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

**AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

**1. GENERAL PURPOSE**

- 1.1 The purpose of this Agreement is to authorize the joint exercise of powers, pursuant to Minnesota Statutes, between the County, through Sheriff's Office, and the Municipality for the provision of contract law enforcement and public safety services, under the terms and conditions set forth below.
- 1.2 The Parties shall cooperate and use their best efforts to ensure that the provisions of this Agreement are fulfilled, and to undertake resolution of disputes, if any, in good faith and in a timely manner.

**2. TERM OF AGREEMENT**

- 2.1 The term of this Agreement shall commence on January 1, 2025, and shall continue through December 31, 2029 ("Term").
- 2.2 This Agreement does not automatically renew and there are no options for renewal.

**3. SCOPE OF SERVICES**

- 3.1 The Sheriff's Office agrees to provide law enforcement and public safety services to the Municipality which will include, but not be limited to, the following:
- 3.1.1 Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas.
- 3.1.2 Enforcement of state statutes and County and municipal ordinances.
- 3.1.3 Traffic enforcement including the regular use of radar or laser as a speed deterrent.
- 3.1.4 Crime prevention programs such as Neighborhood Watch, as well as other business and residential crime prevention programs.
- 3.1.5 Criminal investigative and crime scene processing services.
- 3.1.6 Follow-up on reported crimes with persons who reported the crime including routine notification by telephone or mail as to the status of the investigation.

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

- 3.1.7 Responses to medical, fire, and other emergencies.
- 3.1.8 Coordination of volunteer programs, such as the Community Affairs Officer, Night to Unite, and Reserve Programs.
- 3.1.9 Driver's license inspections, background checks, and license enforcement services as called for under applicable state law and ordinances of the Municipality.
- 3.1.10 Special event traffic patrol and patrol services for community festivals or other special events.
- 3.1.11 Attendance at public safety or city council meetings as requested by the Municipality.
- 3.1.12 Animal control services.
- 3.1.13 Administrative and support services necessary to the provision of the law enforcement and public safety services listed herein, including but not limited to budget, accounting, and finance services; payroll support and personnel management; procurement and contract management; grant management; information technology and support; fleet management; training and staff development; recruitment; internal affairs; and other related services.
- 3.2 The County, through its various departments, agrees to support the delivery of law enforcement and public safety services, under the terms and conditions set forth in this Agreement.
- 3.3 The manner and standards of performance, the discipline of employees, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the Sheriff's Office.
- 3.4 In the event of a dispute between the Parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the Sheriff's Office agrees to meet with the City Manager/Administrator to discuss the dispute and proposed resolution(s). The Sheriff's Office has the sole and exclusive authority to determine how to resolve such a dispute between the Parties hereto, subject however, to the provisions of this Agreement.
- 3.5 In the event the Municipality, through its elected body or authorized agent, notifies the Sheriff's Office that the Municipality is dissatisfied with the

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the Sheriff's Office shall make every effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the Sheriff's Office to provide services to other areas of Ramsey County in a timely and efficient manner.

- 3.6 Services by the Sheriff's Office shall be provided 24 hours per day and shall be performed by the number of deputies and other personnel budgeted for in the Sheriff's Office approved budget.
- 3.7 The County and the Sheriff's Office shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, and supplies necessary to provide services pursuant to this Agreement.
- 3.8 All deputy sheriffs, clerks, and all other County personnel performing duties pursuant to this Agreement shall at all times be considered employees of the County and/or the Sheriff's Office for all purposes.
- 3.9 The name of each Municipality shall be affixed to all vehicles and other major pieces of equipment used primarily within the Municipality.

**4. DEFENSE AND INDEMNIFICATION**

- 4.1 The County, its officers and employees, shall not be deemed to assume any liability for intentional misconduct or negligent acts or omissions of the Municipality or of any other officer, agent, or employee thereof, and the Municipality shall hold the County and its officers and employees harmless from, and shall defend and indemnify the County and its officers and employees against any claim for damages and/or injuries arising out of the Municipality's performance or failure to perform (regardless of whether such act or omission is intentional or negligent) its obligations pursuant to this Agreement.
- 4.2 The Municipality and its employees shall not be deemed to assume any liability for intentional misconduct or negligent acts or omissions of the County or of any other officer, agent, or employee thereof, and the County shall hold the Municipality and its employees harmless from, and shall defend and indemnify the Municipality and its employees against any claim for damages and/or injuries arising out of the County's performance or failure to perform (regardless of whether such act or omission is intentional or negligent) its obligations pursuant to this Agreement.
- 4.3 By entering this Agreement, no Party is waiving its statutory limits or exceptions on liability, immunities or defenses, under statute (including but not limited to Chapter 466 of the Minnesota Statutes) or common law.

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

- 4.4 Except as herein otherwise specified, the Municipality shall not be liable for compensation or indemnity to any County or Sheriff's Office employee for injury or sickness arising out of the County's performance of services pursuant to this Agreement, and the County hereby agrees to defend, indemnify, and hold harmless the Municipality against any such claim.

**5. INSURANCE**

- 5.1 During the term of this Agreement, the County agrees to maintain the following insurance policies/coverage, in amounts deemed appropriate by the County: automobile, workers' compensation, and general liability.
- 5.2 The County shall name the Municipality as an additional insured on all policies, except for the worker' compensation policy, related to this Agreement.
- 5.3 The County may elect to self-insure all or any portion of these risks.
- 5.4 When calculating insurance premium rates, the County shall provide to the Contract Communities the methodology for the cost calculations.

**6. COST AND PAYMENT**

- 6.1 For the services provided directly by the Sheriff's Office, the Municipality agrees to pay the Sheriff's Office the actual cost of providing services under this Agreement. Actual cost shall mean the Municipality's share of the Sheriff's Office total cost of providing services as described in this Agreement for the current contract year. Actual costs include, but are not limited to, personnel services; services and charges, including administrative overhead; supplies and equipment; and capital.
- 6.2 For the County services provided by County departments other than Enterprise Risk Management and the Sheriff's Office, the Municipality agrees to pay the County, as a part of this Agreement, a share of internal service fees based on a cost allocation determined by the Contract Communities, for the current contract year. Internal service fees are charges to the Sheriff's Office by County departments. Internal service fees include but may not be limited to rent; information services; workers compensation; mobile and handheld radio communication services; fleet services; and, county manager fees, which include central services, such as finance, human resources, and other indirect costs.
- 6.3 For the County services provided by Enterprise Risk Management, the Municipality agrees to pay the County for insurance obligations undertaken by the County pursuant to this Agreement. This includes but is not limited to automobile



**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

and general liability insurance costs, or the cost of a self-insurance program. Enterprise Risk Management will provide premium rate costs by March of every year for the following year.

- 6.4 The Sheriff's Office will prepare and present an annual budget estimate to the Contract Communities managers/administrators. The annual budget estimate shall be presented and provided in June of each year for the following year. The Parties agree that said budget estimate shall in no way prevent the County from charging its actual costs per this Agreement.
- 6.5 The Sheriff's Office will prepare and present an annual reconciliation to the Contract Communities managers/administrators. The annual reconciliation shall be presented and provided no later than April of each year for the preceding year. If, after reconciliation, (a) the amount of actual costs exceeds the Municipality's payment to the County for the year, the Municipality will be invoiced for and shall pay to the County the difference or (b) the Municipality's payment to the County for the year exceeds actual costs, the Municipality will be issued a refund for the difference.
- 6.6 As part of the budget and reconciliation preparation and presentation process, the County and the Sheriff's Office will provide to the Contract Communities an itemized accounting as detailed as reasonably possible regarding costs, calculations, fees, rates, methodologies, and other relevant information.
- 6.7 The Sheriff's Office will prepare and provide to each Municipality monthly invoices. The invoices will display the cost of Sheriff's Office services, County internal service fees, and insurance obligations pursuant to this Agreement.
- 6.8 The Municipalities are responsible for determining cost allocations.
- 6.9 The term "costs" as used herein shall not include items of expense attributable to services or facilities normally provided or available to all municipalities within the county as part of the County or Sheriff's Office obligations to provide services.
- 6.10 Except as otherwise provided, the Municipality shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County or Sheriff's Office personnel performing services pursuant to this Agreement for said Municipality, and the County and Sheriff's Office hereby assumes said liabilities.

**7. TERMINATION OF AGREEMENT**

- 7.1 The Municipality or the Sheriff's Office may terminate this Agreement at the end

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

of a calendar year by notifying the other Party to this Agreement and the County and the other Contract Communities in writing of its intent to terminate the Agreement at least twelve (12) calendar months prior to the end of the calendar year.

- 7.2 Notice to the County and the Sheriff's Office shall be given to the County Manager and the Sheriff. Notice to the Municipality shall be given to the Municipality's City Manager/Administrator/Clerk. Notice to the other Contract Communities will be given to its City Manager/City Administrator/Clerk or in accordance with the notice provisions of the contracts between the Sheriff's Office and the other Contract Communities.
- 7.3 In the event the Municipality or the Sheriff's Office have provided notice of the intent to terminate this Agreement, and the Municipality has not yet secured an alternative law enforcement and public safety services provider, by mutual agreement the Municipality and the Sheriff's Office may elect to continue services on an overtime basis not to exceed one additional year.

**8. GENERAL PROVISIONS**

- 8.1 It is understood that prosecutions for violations of ordinances or state statutes, together with disposition of all fines collected pursuant thereto, shall be in accordance with federal and state statutes, rules, and judicial orders.
- 8.2 The Sheriff's Office shall provide to the Municipality an annual report and quarterly activity reports detailing the activities performed under this Agreement. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued.
- 8.3 No information shall be shared, disseminated, or otherwise provided which would violate the Minnesota Government Data Practices Act, Minn. Stat. § 13, or other federal and state laws, rules, or judicial orders.
- 8.4 The Municipality may contract with the Sheriff's Office for additional law enforcement and public safety services above and beyond what is provided in this Agreement.
- 8.5 Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the Sheriff's Office and the Municipality and attached to the original of this Agreement.

[ The remainder of this page is intentionally left blank ]

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

**APPROVAL**

IN WITNESS WHEREOF, the Municipality, by resolution duly adopted by its governing body, has caused this Agreement to be signed by the Mayor and the City Manager, and the seal of the Municipality to be affixed hereto on the date below and the County, by resolution of its Board of County Commissioners, and signature of its Sheriff, has caused this Agreement to be signed by the Chair and Chief Clerk of said Board on the date below.

**COUNTY OF RAMSEY**

**CITY OF SHOREVIEW**

\_\_\_\_\_  
Victoria Reinhardt, Chair  
Ramsey County Board of Commissioners

*Sue Denkinger*  
\_\_\_\_\_  
Sue Denkinger  
Mayor

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

Date: 11/7/2024

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

*Brad Martens*  
\_\_\_\_\_  
Brad Martens  
City Manager

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

Date: 11-6-2024

**OFFICE OF THE SHERIFF**

*Bob Fletcher*  
\_\_\_\_\_  
Bob Fletcher  
Ramsey County Sheriff

Date: 11/20/2024

Approved as to form:

Approved as to form:

*Bradley Cousins*  
\_\_\_\_\_  
Bradley Cousins  
Assistant Ramsey County Attorney

\_\_\_\_\_

Date: 11/21/24

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

*Revised: 10/29/2024*

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

**INTRODUCTION**

This is an Agreement between the County of Ramsey (“County”), through the Office of the Ramsey County Sheriff (“Sheriff’s Office”), and the City of Vadnais Heights (“Municipality”), collectively referred to as “the Parties” or individually as “Party,” to provide contract law enforcement and public safety services pursuant to the terms and conditions set forth in this Agreement and as authorized by Minnesota State Statutes.

**RECITALS**

WHEREAS, the County, through the Sheriff’s Office, has a statutory obligation to provide certain law enforcement and public safety services; and;

WHEREAS, cities, towns, and townships (“municipalities”) have a statutory obligation to provide police services; and,

WHEREAS, Minnesota State Statute authorizes contracts for police services between municipalities and sheriff’s offices, with the approval of each respective governing body; and,

WHEREAS, such contracts are authorized and provided for by the provisions of Minnesota Statutes Sections 471.59 and 436.05, and Laws 1959, Chapter 372; and,

WHEREAS, contracting for law enforcement and public safety services offers many advantages to the community, the County, and the Municipality, including but not limited to cost savings by sharing personnel and resources, such as supervision and administrative costs, facilities, vehicles, equipment, and training as well as enhanced emergency responses and services; and,

WHEREAS, in Ramsey County, for over 60 years, the Sheriff’s Office has provided contract law enforcement and public safety services to municipalities in the County; and,

WHEREAS, the Sheriff’s Office has previously contracted to provide law enforcement and public safety services to the cities of Arden Hills, Little Canada, North Oaks, Shoreview, Vadnais Heights, and to White Bear Township (collectively referred to as the “Contract Communities”), as well as the city of Falcon Heights; and,

WHEREAS, the Municipality has determined it is in its best interests to contract with the Sheriff’s Office for law enforcement and public safety services for the effective, efficient, and economical delivery of community policing and critical services; and,

WHEREAS, the County, the Sheriff’s Office, and the Municipality are agreeable to contracting for such services under the terms and conditions hereinafter set forth.

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

**AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

**1. GENERAL PURPOSE**

- 1.1 The purpose of this Agreement is to authorize the joint exercise of powers, pursuant to Minnesota Statutes, between the County, through Sheriff's Office, and the Municipality for the provision of contract law enforcement and public safety services, under the terms and conditions set forth below.
- 1.2 The Parties shall cooperate and use their best efforts to ensure that the provisions of this Agreement are fulfilled, and to undertake resolution of disputes, if any, in good faith and in a timely manner.

**2. TERM OF AGREEMENT**

- 2.1 The term of this Agreement shall commence on January 1, 2025, and shall continue through December 31, 2029 ("Term").
- 2.2 This Agreement does not automatically renew and there are no options for renewal.

**3. SCOPE OF SERVICES**

- 3.1 The Sheriff's Office agrees to provide law enforcement and public safety services to the Municipality which will include, but not be limited to, the following:
  - 3.1.1 Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas.
  - 3.1.2 Enforcement of state statutes and County and municipal ordinances.
  - 3.1.3 Traffic enforcement including the regular use of radar or laser as a speed deterrent.
  - 3.1.4 Crime prevention programs such as Neighborhood Watch, as well as other business and residential crime prevention programs.
  - 3.1.5 Criminal investigative and crime scene processing services.
  - 3.1.6 Follow-up on reported crimes with persons who reported the crime including routine notification by telephone or mail as to the status of the investigation.

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

- 3.1.7 Responses to medical, fire, and other emergencies.
- 3.1.8 Coordination of volunteer programs, such as the Community Affairs Officer, Night to Unite, and Reserve Programs.
- 3.1.9 Driver's license inspections, background checks, and license enforcement services as called for under applicable state law and ordinances of the Municipality.
- 3.1.10 Special event traffic patrol and patrol services for community festivals or other special events.
- 3.1.11 Attendance at public safety or city council meetings as requested by the Municipality.
- 3.1.12 Animal control services.
- 3.1.13 Administrative and support services necessary to the provision of the law enforcement and public safety services listed herein, including but not limited to budget, accounting, and finance services; payroll support and personnel management; procurement and contract management; grant management; information technology and support; fleet management; training and staff development; recruitment; internal affairs; and other related services.
- 3.2 The County, through its various departments, agrees to support the delivery of law enforcement and public safety services, under the terms and conditions set forth in this Agreement.
- 3.3 The manner and standards of performance, the discipline of employees, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the Sheriff's Office.
- 3.4 In the event of a dispute between the Parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the Sheriff's Office agrees to meet with the City Manager/Administrator to discuss the dispute and proposed resolution(s). The Sheriff's Office has the sole and exclusive authority to determine how to resolve such a dispute between the Parties hereto, subject however, to the provisions of this Agreement.
- 3.5 In the event the Municipality, through its elected body or authorized agent, notifies the Sheriff's Office that the Municipality is dissatisfied with the

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the Sheriff's Office shall make every effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the Sheriff's Office to provide services to other areas of Ramsey County in a timely and efficient manner.

- 3.6 Services by the Sheriff's Office shall be provided 24 hours per day and shall be performed by the number of deputies and other personnel budgeted for in the Sheriff's Office approved budget.
- 3.7 The County and the Sheriff's Office shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, and supplies necessary to provide services pursuant to this Agreement.
- 3.8 All deputy sheriffs, clerks, and all other County personnel performing duties pursuant to this Agreement shall at all times be considered employees of the County and/or the Sheriff's Office for all purposes.
- 3.9 The name of each Municipality shall be affixed to all vehicles and other major pieces of equipment used primarily within the Municipality.

**4. DEFENSE AND INDEMNIFICATION**

- 4.1 The County, its officers and employees, shall not be deemed to assume any liability for intentional misconduct or negligent acts or omissions of the Municipality or of any other officer, agent, or employee thereof, and the Municipality shall hold the County and its officers and employees harmless from, and shall defend and indemnify the County and its officers and employees against any claim for damages and/or injuries arising out of the Municipality's performance or failure to perform (regardless of whether such act or omission is intentional or negligent) its obligations pursuant to this Agreement.
- 4.2 The Municipality and its employees shall not be deemed to assume any liability for intentional misconduct or negligent acts or omissions of the County or of any other officer, agent, or employee thereof, and the County shall hold the Municipality and its employees harmless from, and shall defend and indemnify the Municipality and its employees against any claim for damages and/or injuries arising out of the County's performance or failure to perform (regardless of whether such act or omission is intentional or negligent) its obligations pursuant to this Agreement.
- 4.3 By entering this Agreement, no Party is waiving its statutory limits or exceptions on liability, immunities or defenses, under statute (including but not limited to Chapter 466 of the Minnesota Statutes) or common law.

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

- 4.4 Except as herein otherwise specified, the Municipality shall not be liable for compensation or indemnity to any County or Sheriff's Office employee for injury or sickness arising out of the County's performance of services pursuant to this Agreement, and the County hereby agrees to defend, indemnify, and hold harmless the Municipality against any such claim.

**5. INSURANCE**

- 5.1 During the term of this Agreement, the County agrees to maintain the following insurance policies/coverage, in amounts deemed appropriate by the County: automobile, workers' compensation, and general liability.
- 5.2 The County shall name the Municipality as an additional insured on all policies, except for the worker' compensation policy, related to this Agreement.
- 5.3 The County may elect to self-insure all or any portion of these risks.
- 5.4 When calculating insurance premium rates, the County shall provide to the Contract Communities the methodology for the cost calculations.

**6. COST AND PAYMENT**

- 6.1 For the services provided directly by the Sheriff's Office, the Municipality agrees to pay the Sheriff's Office the actual cost of providing services under this Agreement. Actual cost shall mean the Municipality's share of the Sheriff's Office total cost of providing services as described in this Agreement for the current contract year. Actual costs include, but are not limited to, personnel services; services and charges, including administrative overhead; supplies and equipment; and capital.
- 6.2 For the County services provided by County departments other than Enterprise Risk Management and the Sheriff's Office, the Municipality agrees to pay the County, as a part of this Agreement, a share of internal service fees based on a cost allocation determined by the Contract Communities, for the current contract year. Internal service fees are charges to the Sheriff's Office by County departments. Internal service fees include but may not be limited to rent; information services; workers compensation; mobile and handheld radio communication services; fleet services; and, county manager fees, which include central services, such as finance, human resources, and other indirect costs.
- 6.3 For the County services provided by Enterprise Risk Management, the Municipality agrees to pay the County for insurance obligations undertaken by the County pursuant to this Agreement. This includes but is not limited to automobile



**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

and general liability insurance costs, or the cost of a self-insurance program. Enterprise Risk Management will provide premium rate costs by March of every year for the following year.

- 6.4 The Sheriff's Office will prepare and present an annual budget estimate to the Contract Communities managers/administrators. The annual budget estimate shall be presented and provided in June of each year for the following year. The Parties agree that said budget estimate shall in no way prevent the County from charging its actual costs per this Agreement.
- 6.5 The Sheriff's Office will prepare and present an annual reconciliation to the Contract Communities managers/administrators. The annual reconciliation shall be presented and provided no later than April of each year for the preceding year. If, after reconciliation, (a) the amount of actual costs exceeds the Municipality's payment to the County for the year, the Municipality will be invoiced for and shall pay to the County the difference or (b) the Municipality's payment to the County for the year exceeds actual costs, the Municipality will be issued a refund for the difference.
- 6.6 As part of the budget and reconciliation preparation and presentation process, the County and the Sheriff's Office will provide to the Contract Communities an itemized accounting as detailed as reasonably possible regarding costs, calculations, fees, rates, methodologies, and other relevant information.
- 6.7 The Sheriff's Office will prepare and provide to each Municipality monthly invoices. The invoices will display the cost of Sheriff's Office services, County internal service fees, and insurance obligations pursuant to this Agreement.
- 6.8 The Municipalities are responsible for determining cost allocations.
- 6.9 The term "costs" as used herein shall not include items of expense attributable to services or facilities normally provided or available to all municipalities within the county as part of the County or Sheriff's Office obligations to provide services.
- 6.10 Except as otherwise provided, the Municipality shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County or Sheriff's Office personnel performing services pursuant to this Agreement for said Municipality, and the County and Sheriff's Office hereby assumes said liabilities.

**7. TERMINATION OF AGREEMENT**

- 7.1 The Municipality or the Sheriff's Office may terminate this Agreement at the end

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

of a calendar year by notifying the other Party to this Agreement and the County and the other Contract Communities in writing of its intent to terminate the Agreement at least twelve (12) calendar months prior to the end of the calendar year.

- 7.2 Notice to the County and the Sheriff's Office shall be given to the County Manager and the Sheriff. Notice to the Municipality shall be given to the Municipality's City Manager/Administrator/Clerk. Notice to the other Contract Communities will be given to its City Manager/City Administrator/Clerk or in accordance with the notice provisions of the contracts between the Sheriff's Office and the other Contract Communities.
- 7.3 In the event the Municipality or the Sheriff's Office have provided notice of the intent to terminate this Agreement, and the Municipality has not yet secured an alternative law enforcement and public safety services provider, by mutual agreement the Municipality and the Sheriff's Office may elect to continue services on an overtime basis not to exceed one additional year.

**8. GENERAL PROVISIONS**

- 8.1 It is understood that prosecutions for violations of ordinances or state statutes, together with disposition of all fines collected pursuant thereto, shall be in accordance with federal and state statutes, rules, and judicial orders.
- 8.2 The Sheriff's Office shall provide to the Municipality an annual report and quarterly activity reports detailing the activities performed under this Agreement. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued.
- 8.3 No information shall be shared, disseminated, or otherwise provided which would violate the Minnesota Government Data Practices Act, Minn. Stat. § 13, or other federal and state laws, rules, or judicial orders.
- 8.4 The Municipality may contract with the Sheriff's Office for additional law enforcement and public safety services above and beyond what is provided in this Agreement.
- 8.5 Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the Sheriff's Office and the Municipality and attached to the original of this Agreement.

[ The remainder of this page is intentionally left blank ]

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

**APPROVAL**

IN WITNESS WHEREOF, the Municipality, by resolution duly adopted by its governing body, has caused this Agreement to be signed by the Mayor and the City Administrator, and the seal of the Municipality to be affixed hereto on the date below and the County, by resolution of its Board of County Commissioners, and signature of its Sheriff, has caused this Agreement to be signed by the Chair and Chief Clerk of said Board on the date below.

**COUNTY OF RAMSEY**


\_\_\_\_\_  
Victoria Reinhardt, Chair  
Ramsey County Board of Commissioners

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


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

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

**CITY OF VADNAIS HEIGHTS**

  
\_\_\_\_\_  
Mike Krachmer  
Mayor

Date: 11/06/2024

  
\_\_\_\_\_  
Kevin Watson  
City Administrator


Date: 11/06/2024

**OFFICE OF THE SHERIFF**

  
\_\_\_\_\_  
Bob Fletcher  
Ramsey County Sheriff

Date: 11/20/2024

Approved as to form:

  
\_\_\_\_\_  
Bradley Cousins  
Assistant Ramsey County Attorney

Date: 11/21/24

Approved as to form:

\_\_\_\_\_

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

*Revised: 10/29/2024*

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

**INTRODUCTION**

This is an Agreement between the County of Ramsey (“County”), through the Office of the Ramsey County Sheriff (“Sheriff’s Office”), and the Township of White Bear (“Municipality”), collectively referred to as “the Parties” or individually as “Party,” to provide contract law enforcement and public safety services pursuant to the terms and conditions set forth in this Agreement and as authorized by Minnesota State Statutes.

**RECITALS**

WHEREAS, the County, through the Sheriff’s Office, has a statutory obligation to provide certain law enforcement and public safety services; and;

WHEREAS, cities, towns, and townships (“municipalities”) have a statutory obligation to provide police services; and,

WHEREAS, Minnesota State Statute authorizes contracts for police services between municipalities and sheriff’s offices, with the approval of each respective governing body; and,

WHEREAS, such contracts are authorized and provided for by the provisions of Minnesota Statutes Sections 471.59 and 436.05, and Laws 1959, Chapter 372; and,

WHEREAS, contracting for law enforcement and public safety services offers many advantages to the community, the County, and the Municipality, including but not limited to cost savings by sharing personnel and resources, such as supervision and administrative costs, facilities, vehicles, equipment, and training as well as enhanced emergency responses and services; and,

WHEREAS, in Ramsey County, for over 60 years, the Sheriff’s Office has provided contract law enforcement and public safety services to municipalities in the County; and,

WHEREAS, the Sheriff’s Office has previously contracted to provide law enforcement and public safety services to the cities of Arden Hills, Little Canada, North Oaks, Shoreview, Vadnais Heights, and to White Bear Township (collectively referred to as the “Contract Communities”), as well as the city of Falcon Heights; and,

WHEREAS, the Municipality has determined it is in its best interests to contract with the Sheriff’s Office for law enforcement and public safety services for the effective, efficient, and economical delivery of community policing and critical services; and,

WHEREAS, the County, the Sheriff’s Office, and the Municipality are agreeable to contracting for such services under the terms and conditions hereinafter set forth.

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

**AGREEMENT**

NOW, THEREFORE, the Parties agree as follows:

**1. GENERAL PURPOSE**

- 1.1 The purpose of this Agreement is to authorize the joint exercise of powers, pursuant to Minnesota Statutes, between the County, through Sheriff's Office, and the Municipality for the provision of contract law enforcement and public safety services, under the terms and conditions set forth below.
- 1.2 The Parties shall cooperate and use their best efforts to ensure that the provisions of this Agreement are fulfilled, and to undertake resolution of disputes, if any, in good faith and in a timely manner.

**2. TERM OF AGREEMENT**

- 2.1 The term of this Agreement shall commence on January 1, 2025, and shall continue through December 31, 2029 ("Term").
- 2.2 This Agreement does not automatically renew and there are no options for renewal.

**3. SCOPE OF SERVICES**

- 3.1 The Sheriff's Office agrees to provide law enforcement and public safety services to the Municipality which will include, but not be limited to, the following:
  - 3.1.1 Patrol services with random patrolling of residential areas, businesses, parks, and other public property areas.
  - 3.1.2 Enforcement of state statutes and County and municipal ordinances.
  - 3.1.3 Traffic enforcement including the regular use of radar or laser as a speed deterrent.
  - 3.1.4 Crime prevention programs such as Neighborhood Watch, as well as other business and residential crime prevention programs.
  - 3.1.5 Criminal investigative and crime scene processing services.
  - 3.1.6 Follow-up on reported crimes with persons who reported the crime including routine notification by telephone or mail as to the status of the investigation.

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

- 3.1.7 Responses to medical, fire, and other emergencies.
- 3.1.8 Coordination of volunteer programs, such as the Community Affairs Officer, Night to Unite, and Reserve Programs.
- 3.1.9 Driver's license inspections, background checks, and license enforcement services as called for under applicable state law and ordinances of the Municipality.
- 3.1.10 Special event traffic patrol and patrol services for community festivals or other special events.
- 3.1.11 Attendance at public safety or city council meetings as requested by the Municipality.
- 3.1.12 Animal control services.
- 3.1.13 Administrative and support services necessary to the provision of the law enforcement and public safety services listed herein, including but not limited to budget, accounting, and finance services; payroll support and personnel management; procurement and contract management; grant management; information technology and support; fleet management; training and staff development; recruitment; internal affairs; and other related services.
- 3.2 The County, through its various departments, agrees to support the delivery of law enforcement and public safety services, under the terms and conditions set forth in this Agreement.
- 3.3 The manner and standards of performance, the discipline of employees, and other matters incident to the provision of services under this Agreement, and the control of personnel so employed, shall be subject solely to the control of the Sheriff's Office.
- 3.4 In the event of a dispute between the Parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the Sheriff's Office agrees to meet with the City Manager/Administrator to discuss the dispute and proposed resolution(s). The Sheriff's Office has the sole and exclusive authority to determine how to resolve such a dispute between the Parties hereto, subject however, to the provisions of this Agreement.
- 3.5 In the event the Municipality, through its elected body or authorized agent, notifies the Sheriff's Office that the Municipality is dissatisfied with the

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

assignment of personnel for the performance of services under this Agreement and requests a change in personnel, the Sheriff's Office shall make every effort to effect a change in the assignment of personnel, provided that such a change does not jeopardize the ability of the Sheriff's Office to provide services to other areas of Ramsey County in a timely and efficient manner.

- 3.6 Services by the Sheriff's Office shall be provided 24 hours per day and shall be performed by the number of deputies and other personnel budgeted for in the Sheriff's Office approved budget.
- 3.7 The County and the Sheriff's Office shall furnish and supply all necessary labor, supervision, equipment, communication facilities and dispatching, and supplies necessary to provide services pursuant to this Agreement.
- 3.8 All deputy sheriffs, clerks, and all other County personnel performing duties pursuant to this Agreement shall at all times be considered employees of the County and/or the Sheriff's Office for all purposes.
- 3.9 The name of each Municipality shall be affixed to all vehicles and other major pieces of equipment used primarily within the Municipality.

**4. DEFENSE AND INDEMNIFICATION**

- 4.1 The County, its officers and employees, shall not be deemed to assume any liability for intentional misconduct or negligent acts or omissions of the Municipality or of any other officer, agent, or employee thereof, and the Municipality shall hold the County and its officers and employees harmless from, and shall defend and indemnify the County and its officers and employees against any claim for damages and/or injuries arising out of the Municipality's performance or failure to perform (regardless of whether such act or omission is intentional or negligent) its obligations pursuant to this Agreement.
- 4.2 The Municipality and its employees shall not be deemed to assume any liability for intentional misconduct or negligent acts or omissions of the County or of any other officer, agent, or employee thereof, and the County shall hold the Municipality and its employees harmless from, and shall defend and indemnify the Municipality and its employees against any claim for damages and/or injuries arising out of the County's performance or failure to perform (regardless of whether such act or omission is intentional or negligent) its obligations pursuant to this Agreement.
- 4.3 By entering this Agreement, no Party is waiving its statutory limits or exceptions on liability, immunities or defenses, under statute (including but not limited to Chapter 466 of the Minnesota Statutes) or common law.

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

- 4.4 Except as herein otherwise specified, the Municipality shall not be liable for compensation or indemnity to any County or Sheriff's Office employee for injury or sickness arising out of the County's performance of services pursuant to this Agreement, and the County hereby agrees to defend, indemnify, and hold harmless the Municipality against any such claim.

**5. INSURANCE**

- 5.1 During the term of this Agreement, the County agrees to maintain the following insurance policies/coverage, in amounts deemed appropriate by the County: automobile, workers' compensation, and general liability.
- 5.2 The County shall name the Municipality as an additional insured on all policies, except for the worker' compensation policy, related to this Agreement.
- 5.3 The County may elect to self-insure all or any portion of these risks.
- 5.4 When calculating insurance premium rates, the County shall provide to the Contract Communities the methodology for the cost calculations.

**6. COST AND PAYMENT**

- 6.1 For the services provided directly by the Sheriff's Office, the Municipality agrees to pay the Sheriff's Office the actual cost of providing services under this Agreement. Actual cost shall mean the Municipality's share of the Sheriff's Office total cost of providing services as described in this Agreement for the current contract year. Actual costs include, but are not limited to, personnel services; services and charges, including administrative overhead; supplies and equipment; and capital.
- 6.2 For the County services provided by County departments other than Enterprise Risk Management and the Sheriff's Office, the Municipality agrees to pay the County, as a part of this Agreement, a share of internal service fees based on a cost allocation determined by the Contract Communities, for the current contract year. Internal service fees are charges to the Sheriff's Office by County departments. Internal service fees include but may not be limited to rent; information services; workers compensation; mobile and handheld radio communication services; fleet services; and, county manager fees, which include central services, such as finance, human resources, and other indirect costs.
- 6.3 For the County services provided by Enterprise Risk Management, the Municipality agrees to pay the County for insurance obligations undertaken by the County pursuant to this Agreement. This includes but is not limited to automobile



**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

and general liability insurance costs, or the cost of a self-insurance program. Enterprise Risk Management will provide premium rate costs by March of every year for the following year.

- 6.4 The Sheriff's Office will prepare and present an annual budget estimate to the Contract Communities managers/administrators. The annual budget estimate shall be presented and provided in June of each year for the following year. The Parties agree that said budget estimate shall in no way prevent the County from charging its actual costs per this Agreement.
- 6.5 The Sheriff's Office will prepare and present an annual reconciliation to the Contract Communities managers/administrators. The annual reconciliation shall be presented and provided no later than April of each year for the preceding year. If, after reconciliation, (a) the amount of actual costs exceeds the Municipality's payment to the County for the year, the Municipality will be invoiced for and shall pay to the County the difference or (b) the Municipality's payment to the County for the year exceeds actual costs, the Municipality will be issued a refund for the difference.
- 6.6 As part of the budget and reconciliation preparation and presentation process, the County and the Sheriff's Office will provide to the Contract Communities an itemized accounting as detailed as reasonably possible regarding costs, calculations, fees, rates, methodologies, and other relevant information.
- 6.7 The Sheriff's Office will prepare and provide to each Municipality monthly invoices. The invoices will display the cost of Sheriff's Office services, County internal service fees, and insurance obligations pursuant to this Agreement.
- 6.8 The Municipalities are responsible for determining cost allocations.
- 6.9 The term "costs" as used herein shall not include items of expense attributable to services or facilities normally provided or available to all municipalities within the county as part of the County or Sheriff's Office obligations to provide services.
- 6.10 Except as otherwise provided, the Municipality shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County or Sheriff's Office personnel performing services pursuant to this Agreement for said Municipality, and the County and Sheriff's Office hereby assumes said liabilities.

**7. TERMINATION OF AGREEMENT**

- 7.1 The Municipality or the Sheriff's Office may terminate this Agreement at the end

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

of a calendar year by notifying the other Party to this Agreement and the County and the other Contract Communities in writing of its intent to terminate the Agreement at least twelve (12) calendar months prior to the end of the calendar year.

- 7.2 Notice to the County and the Sheriff's Office shall be given to the County Manager and the Sheriff. Notice to the Municipality shall be given to the Municipality's City Manager/Administrator/Clerk. Notice to the other Contract Communities will be given to its City Manager/City Administrator/Clerk or in accordance with the notice provisions of the contracts between the Sheriff's Office and the other Contract Communities.
- 7.3 In the event the Municipality or the Sheriff's Office have provided notice of the intent to terminate this Agreement, and the Municipality has not yet secured an alternative law enforcement and public safety services provider, by mutual agreement the Municipality and the Sheriff's Office may elect to continue services on an overtime basis not to exceed one additional year.

**8. GENERAL PROVISIONS**

- 8.1 It is understood that prosecutions for violations of ordinances or state statutes, together with disposition of all fines collected pursuant thereto, shall be in accordance with federal and state statutes, rules, and judicial orders.
- 8.2 The Sheriff's Office shall provide to the Municipality an annual report and quarterly activity reports detailing the activities performed under this Agreement. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued.
- 8.3 No information shall be shared, disseminated, or otherwise provided which would violate the Minnesota Government Data Practices Act, Minn. Stat. § 13, or other federal and state laws, rules, or judicial orders.
- 8.4 The Municipality may contract with the Sheriff's Office for additional law enforcement and public safety services above and beyond what is provided in this Agreement.
- 8.5 Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the Sheriff's Office and the Municipality and attached to the original of this Agreement.

[ The remainder of this page is intentionally left blank ]

**AGREEMENT FOR CONTRACT  
LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

**APPROVAL**

IN WITNESS WHEREOF, the Municipality, by resolution duly adopted by its governing body, has caused this Agreement to be signed by the Chair of the Board of Supervisors and the Town Administrator, and the seal of the Municipality to be affixed hereto on the date below and the County, by resolution of its Board of County Commissioners, and signature of its Sheriff, has caused this Agreement to be signed by the Chair and Chief Clerk of said Board on the date below.

**COUNTY OF RAMSEY**

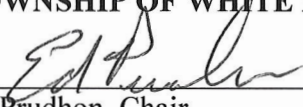
\_\_\_\_\_  
Victoria Reinhardt, Chair  
Ramsey County Board of Commissioners

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


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

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

**TOWNSHIP OF WHITE BEAR**

  
\_\_\_\_\_  
Ed Prudhon, Chair  
Board of Supervisors

Date: 11/4/24

  
\_\_\_\_\_  
Christopherson, Patrick  
Town Administrator


Date: 11-4-24

**OFFICE OF THE SHERIFF**

  
\_\_\_\_\_  
Bob Fletcher  
Ramsey County Sheriff

Date: 11/20/2024

Approved as to form:

  
\_\_\_\_\_  
Bradley Cousins  
Assistant Ramsey County Attorney

Date: 11/21/24

Approved as to form:

\_\_\_\_\_

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

*Revised: 10/29/2024*

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2024-668

**Meeting Date:** 12/17/2024

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**Sponsor:** Sheriff's Office

**Title**

Amendment to the Agreement with the City of Falcon Heights for Law Enforcement and Public Safety Services

**Recommendation**

1. Approve the amendment to the agreement with the city of Falcon Heights for law enforcement and public safety services for a two-month period of January 1, 2025 through February 28, 2025.
2. Authorize the Chair and Chief Clerk to execute the agreement.

**Background and Rationale**

On February 6, 2024, Ramsey County and the Ramsey County Sheriff's Office entered into an agreement with the city of Falcon Heights to provide contract law enforcement and public safety services for a term of January 1, 2024, through December 31, 2024. At the time, neither party intended to renew or extend the term of the agreement.

On October 23, 2024, the city of Falcon Heights requested a temporary extension of the agreement through February 28, 2025, which was the fourth such request since 2022. The Sheriff's Office is amenable to continue to provide contract law enforcement and public safety services to the city for an additional two-month period through February 28, 2025. The city of Saint Anthony will start to provide contract police services on March 1, 2025 to the city of Falcon Heights.

For reference, for over 60 years, the Sheriff's Office has provided contract law enforcement and public safety services and continues to serve the cities of Arden Hills, Little Canada, North Oaks, Shoreview, Vadnais Heights, and White Bear Township (collectively referred to as the "Contract Communities"). Contracting with the Sheriff's Office provides effective, efficient, and economical delivery of community policing and critical services.

The agreement approved by the Ramsey County Board of Commissioners on February 6, 2024, included many of the same terms and conditions of other agreements for contract law enforcement and public safety services as well as additional protections for the county. The additional protections include obtaining and maintaining a tort liability insurance policy in the amount of \$4 million per occurrence. In addition, the city of Falcon Heights pays a premium to the county for the costs associated with general liability, professional liability, and automobile liability provided by the county's self-insurance program. Under the amendment, the agreement still remains independent from the other agreements with the Contract Communities and is effective through February 28, 2025, with no options for renewal or extensions.

Under the agreement and amendment, the primary cost driver is that overtime will be required to fill shifts as staffing models are in place without the city of Falcon Heights. There is not sufficient personnel to staff the city without the use of overtime on a regular basis. A Commander is assigned to serve as the city's primary liaison, including scheduling, management, and supervision.

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

Well-being

Prosperity

Opportunity

Accountability

**Racial Equity Impact**

The combined population of the city of Falcon Heights is 5,300 people, which represents a diverse community. Once approved, this action continues to provide law enforcement and public safety services with a commitment to community policing as well as gender and racial equity. The Sheriff's Office continues to advance racial equity through diverse hiring practices, training (including diversity, crisis intervention, de-escalation, mental health, and implicit bias), and service delivery. To promote transparency and accountability for all, in-car and body-worn cameras were implemented.

**Community Participation Level and Impact**

The Sheriff's Office regularly meets with city of Falcon Heights staff. The Sheriff's Office also attends city council meetings and workshops. Feedback is routinely provided regarding the provision of law enforcement and public safety services.

Inform

Consult

Involve

Collaborate

Empower

**Fiscal Impact**

There is no impact to the county property tax levy as all of the costs associated with providing contract law enforcement and public safety services will be funded, and paid for, by the city of Falcon Heights, including salaries and benefits, equipment, and training during the term of this agreement. In addition, under this agreement, the city of Falcon Heights is required to maintain a \$4 million liability insurance policy. This requirement will help protect the county's self-insurance fund in the event of a claim.

**Last Previous Action**

On February 6, 2024, the Ramsey County Board of Commissioners approved an agreement with the city of Falcon Heights for Law Enforcement Services (Resolution B2024-028).

**Attachments**

1. First Amendment to the Agreement for Law Enforcement and Public Safety Services

**FIRST AMENDMENT TO THE AGREEMENT FOR  
CONTRACT LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

This is the First Amendment to the Agreement for Law Enforcement Services (“Agreement”) dated February 6, 2024, between the County of Ramsey (“County”), through the Office of the Ramsey County Sheriff (“Sheriff’s Office”), and the City of Falcon Heights (“Municipality”), collectively referred to as “the Parties” or individually as “Party,” to provide contract law enforcement and public safety services pursuant to the terms and conditions set forth in the Agreement and as authorized by Minnesota State Statutes.

WHEREAS, on February 6, 2024, the County and Sheriff’s Office entered into the Agreement with the Municipality to provide contract law enforcement and public safety services for a term of January 1, 2024, through December 31, 2024; and;

WHEREAS, neither party intended to renew or extend the term of the Agreement; and,

WHEREAS, on October 23, 2024, the Municipality requested a temporary extension of the Agreement through February 28, 2025, which was the fourth such request since 2022; and,

WHEREAS, the Sheriff’s Office is amenable to continue to provide contract law enforcement and public safety services to the Municipality for an additional two month period through February 28, 2025; and

WHEREAS, for over 60 years, the Sheriff’s Office has provided contract law enforcement and public safety services and continues to serve the cities of Arden Hills, Little Canada, North Oaks, Shoreview, Vadnais Heights, and White Bear Township (collectively referred to as the “Contract Communities”), and,

WHEREAS, the Municipality has determined it is in its the best interests to extend the Agreement for effective, efficient, and economical delivery of community policing and critical services; and,

WHEREAS, the County, the Sheriff’s Office, and the Municipality are agreeable to amend the Agreement.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Section C.1.: The term of the Agreement shall be extended through February 28, 2025.
2. Section D.1.: Add a sentence after the sentence stating, “On April 1, 2024, this amount will increase by 5%.” The new sentence shall state: “Starting on January 1, 2025, through February 28, 2025, this amount shall be \$145,874.40 per month.”
3. Section C.2.: Replace references to “December 31, 2024” with “February 28, 2025.”
4. Except as modified herein, the terms and conditions of the Agreement shall remain in full force and effect.

**FIRST AMENDMENT TO THE AGREEMENT FOR  
CONTRACT LAW ENFORCEMENT AND PUBLIC SAFETY SERVICES**

IN WITNESS WHEREOF, the County, the Sheriff's Office, and Municipality have executed this Amendment as of the last date written below.

**COUNTY OF RAMSEY**


\_\_\_\_\_  
Victoria Reinhardt, Chair  
Ramsey County Board of Commissioners

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

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

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

**CITY OF FALCON HEIGHTS**

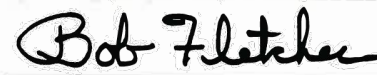
  
\_\_\_\_\_  
Randall Gustafson  
Mayor

Date: 11-13-2024

  
\_\_\_\_\_  
Jack Linehan  
City Administrator


Date: 11-13-2024

**OFFICE OF THE SHERIFF**

  
\_\_\_\_\_  
Bob Fletcher  
Ramsey County Sheriff

Date: 11/20/2024

Approved as to form:

  
\_\_\_\_\_  
Bradley Cousins  
Assistant Ramsey County Attorney

Date: 11/21/24

Approved as to form:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2024-670

**Meeting Date:** 12/17/2024

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**Sponsor:** Sheriff's Office

**Title**

Seventh Amended Joint Powers Agreement of the Ramsey County Violent Crime Enforcement Team

**Recommendation**

1. Approve the Seventh Amended Joint Powers Agreement of the Ramsey County Violent Crime Enforcement Team between Ramsey County and the cities of Maplewood, New Brighton, Roseville, Saint Paul, White Bear Lake, Mounds View, and Saint Anthony for the period of January 1, 2025 through December 31, 2025, and will automatically renew for two additional one-year periods, through December 31, 2027.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

**Background and Rationale**

The state of Minnesota, Department of Public Safety, Office of Justice Programs, provides statewide funding for multi-jurisdictional violent crime enforcement teams with the goal of reducing violent crime and stopping the flow of narcotics and weapons into the community. Every year, agencies from across the state apply for grant funds through a competitive selection process. Currently, there are 21 grant-funded teams that span 70 counties, including Ramsey County.

In Ramsey County, deputies from the Ramsey County Sheriff's Office along with officers from the Saint Paul, Roseville, Mounds View, Maplewood, White Bear Lake, and New Brighton Police Departments and agents from the United States Drug Enforcement Administration (DEA) and the Bureau of Alcohol, Tobacco, and Firearms (ATF) form the Ramsey County Violent Crime Enforcement Team (VCET). Additional partners include the Ramsey County Attorney's Office and the Minnesota National Guard Counter-Drug Task Force.

Since 2005, Ramsey County has had a violent crime enforcement team. In addition to focusing on violent crime and narcotics enforcement, Ramsey County's VCET also engages in public education and community outreach to increase awareness of the dangers of drugs and to help prevent crime. This county-wide effort was first formalized with a Joint Powers Agreement (JPA) in February 2005 and has subsequently been renewed several times by the governing bodies of each of the participating agency over the years.

All jurisdictions receiving state funding for a VCET must establish a JPA as permitted in Minnesota Statutes 471.59. A JPA governs each VCET and establishes an advisory board with representatives from each participating law enforcement agency and an attorney representative from one of the member agencies. The Minnesota Legislature also established the Violent Crime Coordinating Council (VCCC) to provide guidance, direction, and oversight of the multi-jurisdictional teams located throughout the state.

The Ramsey County Attorney's Office has completed a Seventh Amended JPA for the Ramsey County VCET to include the city of Saint Anthony. The initial term of this JPA is from January 1, 2025 through December 31, 2025, and will automatically renew for two additional one-year periods, though December 31, 2027.

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



Well-being

Prosperity

Opportunity

Accountability

**Racial Equity Impact**

There is no direct racial equity impact linked to this agreement. This action is administrative only and Ramsey County's involvement serves the entire community.

**Community Participation Level and Impact**

As part of the grant funds provided from the state, funding is allocated for community outreach and community providers who work with at-risk youth to equip them with the skills needed to resist becoming involved in narcotics and gangs. Prior to COVID-19, VCET also facilitated and spoke at parent and community education events in partnership with schools, the Ramsey County Attorney's Office, and other organizations.

Inform

Consult

Involve

Collaborate

Empower

**Fiscal Impact**

The VCET grant is budgeted in the Sheriff's Office 2025 budget. The VCET grant award totaled \$470,755 in 2021, \$495,000 in 2022 and \$495,000 in 2024. Grant funding supports the investigation and prosecution of violent crime. Grant funds also support community outreach, prevention and youth intervention services.

**Last Previous Action**

On December 13, 2022, the Ramsey County Board of Commissioners approved the Sixth Amended Joint Powers Agreement for the Ramsey County Violent Crime Enforcement Team for a one-year period, from January 1, 2023 through December 31, 2023 with the option to renew for four additional one-year periods (Resolution B2022-281).

**Attachments**

1. Seventh Amended Joint Powers Agreement

**SEVENTH AMENDED JOINT POWERS AGREEMENT OF THE RAMSEY COUNTY  
VIOLENT CRIME ENFORCEMENT TEAM**

This is a Joint Powers Agreement (hereinafter “JPA” or “Agreement”) between Ramsey County, a political subdivision of the State of Minnesota, and the following municipalities in the State of Minnesota: City of Maplewood, City of New Brighton, City of Roseville, City of St. Paul, City of White Bear Lake, City of Mounds View, and the City of Saint Anthony (hereinafter collectively referred to as “the Parties” or “members”). This Agreement is entered into pursuant to Minnesota Statute 471.59, the Joint Powers Act.

WHEREAS, The Parties each have law enforcement agencies with police powers within their respective jurisdictions: Ramsey County has the Ramsey County Sheriff's Office, the City of Maplewood has the Maplewood Police Department, the City of New Brighton has the New Brighton Police Department, the City of Roseville has the Roseville Police Department, the City of St. Paul has the St. Paul Police Department, the City of White Bear Lake has the City of White Bear Lake Police Department, the City of Mounds View has the Mounds View Police Department, and the City of Saint Anthony has the Saint Anthony Police Department (hereinafter collectively referred to as "the Agencies"); and

WHEREAS, The Agencies are responsible for the enforcement of controlled substance laws in their respective jurisdictions; and

WHEREAS, On February 7, 2005, Ramsey County, through the Ramsey County Sheriff's Office, and the City of St. Paul, through the St. Paul Police Department, executed a Joint Powers Agreement ("JPA") creating the East Metro Narcotics Task Force for a term of one-year, with an automatic renewal clause; and

WHEREAS, On January 31, 2007, the JPA was amended to add the Cities of Maplewood, Roseville, and White Bear Lake as members of the Task Force (First Amended JPA); and

WHEREAS, On June 1, 2010, a Second Amendment to the Agreement was executed to change the name of the East Metro Narcotics Task Force to the Ramsey County Violent Crime Enforcement Team ("RCVCET") and to add the Cities of Lino Lakes and North St. Paul as members (Second Amended JPA); and

WHEREAS, Since the execution of the Second Amendment, the Cities of Lino Lakes and North St. Paul have withdrawn from the RCVCET;

WHEREAS, On January 1, 2013, the Parties amended the JPA for another one-year term, with four automatic one-year renewal terms and added the City of New Brighton as a member (Third Amended JPA);

WHEREAS, On January 1, 2018, the Parties amended the JPA for another one-year term, with four automatic one-year terms (Fourth Amended JPA);

WHEREAS, Effective July 16, 2018, the Parties amended the JPA to add the City of Mounds View as a member (Fifth Amended JPA);

WHEREAS, On January 1, 2023, the Parties Amended the JPA for another one-year term with four automatic one-year renewal terms (Sixth Amended JPA);

WHEREAS, this Agreement shall constitute the Seventh Amended JPA;

WHEREAS, the RCV CET was formed for the purpose of enforcing controlled substance laws and investigating and prosecuting gang and violent crimes, especially felonies that have likelihood of being related to the distribution of narcotics and/or other cases that have an impact on all Parties; and

THEREFORE, The Parties agree as follows:

1. General Purpose

The purpose of this Agreement is to formally create and establish the Ramsey County Violent Crime Enforcement Team (hereinafter "RCV CET") as an organization to coordinate efforts to investigate, apprehend, and prosecute drug offenders, violent offenders, gang members and career criminals and to define the rights and obligations of the Parties with respect to the duties and activities performed by the RCV CET throughout the term of the Agreement. The RCV CET is a separate and distinct public entity to which the Parties have transferred all responsibility and control for actions taken pursuant to this Agreement.

2. Members

The RCV CET is hereby established by the Parties. The RCV CET members are Ramsey County, the City of Maplewood, the City of New Brighton, the City of Roseville, the City of St. Paul the City of White Bear Lake, the City of Mounds View, and the City of Saint Anthony.

3. Good Faith

The Parties and the Agencies shall cooperate and use their best efforts to ensure that the provisions of this Agreement are fulfilled, and to undertake resolution of disputes, if any, in good faith and in an equitable and timely manner.

4. Term of Agreement/Termination

4.1 The initial term of this Agreement shall be for a one-year period, from January 1, 2025, through December 31, 2025("Initial Term"), effective upon January 1, 2025 ("Effective Date").

4.2 This Agreement shall automatically renew for additional one-year periods ("Renewal Term") up to a maximum of four Renewal Terms unless all Parties

give written notice to the other Parties of their intent not to renew at least sixty (60) days before the end of the Initial Term or the then-current Renewal Term.

4.3 A Party may withdraw from this Agreement at any time with thirty (30) days written notice to the other Parties. Withdrawal shall not excuse a Party from obligations incurred before the effective date of withdrawal. This Agreement shall automatically terminate when all but one Party has withdrawn.

4.4 Upon expiration, dissolution, or other termination of this Agreement,

4.4.1 any outstanding financial obligations of RCVCEET, excluding obligations for payment of claims as set forth in Section 7 of this Agreement, will be paid out of remaining RCVCEET Funds and/or the proceeds of the sale of RCVCEET-owned property. If such funds or proceeds are inadequate to meet all of such outstanding financial obligations, the shortage will be subject to payment by the individual Parties to this Agreement as follows: 50 percent will be paid by the Ramsey County Sheriff's Office and the remaining 50 percent will be paid by the police departments of the Cities, each in a sum that is a percentage of the total obligation that is equal to the percentage the city's population bears to the population of all of the Cities combined, upon receipt of a notice from the Fiscal Agent (See Section 9.2);

4.4.2 if, after payment of all outstanding financial obligations pursuant to 4.4.1, there remain any RCVCEET funds or property owned by the RCVCEET, all RCVCEET funds, property owned by the RCVCEET, or the proceeds of a sale of RCVCEET property shall be distributed to the Agencies that are members of the RCVCEET at the time of the expiration, dissolution, or termination and who have been members of the RCVCEET for a minimum of 12 consecutive months prior to the expiration, dissolution, or termination, using the formula set forth in section 4.4.1 for payment of outstanding financial obligations; and

4.4.3 property of the Agencies or the Parties that had been loaned for use by the RCVCEET shall be returned to the loaning Agency or Party,

5. State and Federal Assistance for Narcotics Control

Ramsey County, acting on behalf of RCVCEET, the Parties to this Agreement, and/or the Agencies, in relation to this Agreement, shall be the grant applicant for funding from the Minnesota Office of Justice Programs ("OJP"), Department of Public Safety ("DPS") for multi-jurisdictional narcotics task forces and violent crime teams, and from all other sources for this Agreement. The Parties agree to seek and maintain certification pursuant to the provisions of Minn. Stat. § 299A.642, subd. 4.

6. RCVCET Board

6.1 The governing body of the RCV CET shall be a Board of Directors ("RCVCET Board"), to be made up of the chief law enforcement officer or designee from each of the Agencies; one representative from the RCAO; and up to three additional members selected by the governing body. All Directors shall serve at the pleasure of their appointing authorities. The RCV CET Board shall select an Executive Director on an annual basis, who shall conduct business meetings, document meeting minutes, and maintain frequent communication with members of the RCV CET Board and the Commander.

6.2 Directors shall not be deemed employees of the RCV CET and shall receive no compensation from the RCV CET for serving as directors.

6.3 The RCV CET Board has final administration and policy decision-making authority for the RCV CET, including development of a strategic enforcement plan. Decisions shall be made by a majority of the RCV CET Board.

6.4 The RCV CET Board shall meet quarterly to evaluate the progress of the RCV CET. The RCV CET Board shall maintain financial and other records of RCV CET activities. A special meeting may be called by any Director, or by the RCV CET Commander.

6.5 The RCV CET Board, through the Fiscal Agent, may apply for grants, approve contracts, including agreements for the rental of real property, incur expenses and make expenditures necessary and incidental to the effectuation of the purpose for which the RCV CET is organized as described in Section I of this Agreement and consistent with the powers of the RCV CET Board.

6.6 The RCV CET Board will develop and approve RCV CET priorities, a RCV CET budget, and RCV CET operational policies and procedures.

6.7 The RCV CET Board shall cooperate with other federal, state, and local law enforcement agencies when appropriate and necessary to accomplish the purpose for which the RCV CET is organized.

6.8 The RCV CET Board, through the Fiscal Agent, shall make the RCV CET books, reports, and records open to inspection by the Agencies at all reasonable times.

6.9 The RCV CET Board has sole authority to incur obligations and approve contracts and take final action on behalf of the RCV CET.

6.10 The RCV CET Board may not incur obligations or approve contracts that extend beyond the Initial Term or any Renewal Term of this Agreement or which will require the expenditure of funds in excess of RCV CET Funds available.

6.11 The RCV CET Board shall make a quarterly statistical report and a financial report to the Parties on all activities conducted by the RCV CET.

6.12 The RCV CET Board shall arrange an audit annually of all the RCV CET's financial accounts, the cost of which will be paid out of state funds.

7. Insurance and Indemnification

7.1 The RCV CET shall purchase a policy of municipal liability insurance and may purchase such other insurance as it deems appropriate and necessary, covering the acts and omissions of the RCV CET, its Board of Directors and its employees, and the Parties to this Agreement and their employees, officials, and agents, in an amount not less than the statutory maximum set forth in Minn. Stat. § 466.04. The cost of the municipal liability insurance policy shall be paid from the RCV CET Funds. The cost of any other insurance shall be paid in a manner to be determined by the RCV CET Board.

7.2 The RCV CET shall defend, indemnify, and hold harmless the Parties, their officers, employees, and volunteers, from and against any and all claims, damages, losses, suits, judgments, costs, and expenses, including attorney's fees, arising out of or related to the acts or omissions of any person acting on behalf of the RCV CET Board in carrying out the terms of this Agreement.

7.3 For liability not covered by insurance, the Parties and the RCV CET agree to share the costs of such liability, including the costs of defense, using the formula described in 4.4 for allocation of payment for outstanding obligations and distribution of assets on termination of this Agreement.

7.4 Nothing herein, including the purchase by the RCV CET of excess liability coverage for federal law claims, shall constitute a waiver of the limits of liability, exceptions, defenses, or immunities under Minnesota State statutes.

7.5 To the fullest extent permitted by law, actions by the Parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minn. Stat. § 471.59, subd. 1a (a), provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility or liability for the acts or omissions of another Party, its officials, employees, and volunteers.

8. RCV CET Operations

8.1 The RCV CET shall operate in compliance with the Multijurisdictional Task Force Operating Procedures and Guidelines Manual adopted by the Violent Crime Coordinating Council, as may be amended from time to time, which incorporated herein and made part of this Agreement by reference.

8.2. Ramsey County shall serve as the Coordinating Agency. Daily operation and responsibility for carrying out the purpose of the RCV CET shall be under the direction of the RCV CET Commander, selected by the RCV CET Board.

8.3. The RCV CET Commander will plan and coordinate case activities and direct investigative activities based on intelligence provided by the Agencies, with priorities as determined by the RCV CET Board.

8.4 The RCV CET Board shall operate in compliance with all reporting requirements of a grant recipient.

9. Finances

9.1 RCV CET operations will be financed from grant funding, subject to grant terms and conditions and grant program guidelines, incorporated herein by reference; and may be additionally funded by supplemental funding from participating Agencies and/or from RCV CET drug forfeiture funds ("RCV CET Funds").

9.2 Ramsey County shall serve as the Fiscal Agent for the RCV CET. Ramsey County shall not receive compensation from RCV CET Funds for its services.

9.3 Ramsey County, as Fiscal Agent, is authorized to receive all RCV CET Funds for deposit and make disbursements therefrom in accordance with generally accepted accounting practices and procedures, the current Office of Justice Program's Grant Manual, Governmental Accounting Standards, the Ramsey County Finance Office Policies and Procedures for Fiscal Agents, and federal and state requirements. In conjunction therewith, the Ramsey County Sheriff's Office Accounting Division shall maintain current and accurate records of all obligations and expenditures of RCV CET Funds during the Initial Term and any Renewals and for six years after the termination of this Agreement in accordance with state law.

9.3.1 All RCV CET Funds handled by the Fiscal Agency shall be deposited into a separate RCV CET account at the County's depository bank.

9.3.2 Interest accrued on the RCV CET Funds shall be deposited in the RCV CET Funds account.

9.4 RCV CET Funds may be expended only as directed by the RCV CET Board and in accordance with this Agreement. In no event shall there be an expenditure of RCV CET Funds except per the approved RCV CET budget.

9.5 As Fiscal Agent, the Ramsey County Sheriff's Office shall be responsible for daily monitoring and maintenance of RCV CET financial matters and shall make and submit to the RCV CET Board a quarterly report of the budget status of the RCV CET Funds.

9.6 Any issues raised by a Member regarding the activities of the Fiscal Agent shall first be brought to the attention of the RCV CET Commander. If the matter is not resolved to the satisfaction of the Member, the Commander shall present the issue to the RCV CET Board for resolution. Any issues raised by the Fiscal Agent shall first be brought to the attention of the RCV CET Commander. If the matter is not resolved to the satisfaction of

the Fiscal Agent, the Commander shall present the issue to the RCV CET Board for resolution.

9.7 As Fiscal Agent, Ramsey County is not responsible for providing services outside of the scope of services described in this Agreement. The County is not liable for management decisions made by the RCV CET. The County is not responsible for cash shortfalls due to funding shortfalls of the RCV CET.

#### 10. Vehicles

The Parties may use a Ramsey County vehicle for RCV CET activities. If a County-owned vehicle is needed by a Party, that Party must execute a Vehicle Lease Agreement ("VLA") with Ramsey County prior to the use of the vehicle.

#### 11. RCV CET Personnel

11.1 The Agencies shall assign licensed peace officers and/or civilian personnel to the RCV CET as needed to carry out its purpose and to perform their responsibilities under this Agreement.

11.2 All personnel assigned to the RCV CET ("RCV CET Personnel") shall remain employees of the Party whose Agency assigned the personnel and shall not be considered temporary or permanent employees of any of the other Parties or Agencies or the RCV CET for any purpose whatsoever or be entitled to tenure rights or any rights or benefits by way of workers' compensation, re-employment insurance, medical and hospital care, sick and vacation leave, severance pay, PERA or any other right or benefit of another of the Parties. The Parties acknowledge their individual responsibility to provide all salary compensation and fringe benefits to their employees while performing services on behalf of the RCV CET. Benefits may include, but are not limited to, health care, disability insurance, life insurance, re-employment insurance, FICA, Medicare, PERA, vacation, sick leave, and unpaid leave of absence.

11.3 All RCV CET Personnel shall be required to comply with the Violent Crime Coordinating Council's Multijurisdictional Task Force Operating Procedures and Guidelines Manual and more restrictive rules of conduct and operating procedures prescribed by the RCV CET Commander, which shall be developed in consultation with the heads of the Agencies and in recognition of the rules of their respective Agencies and adopted by the RCV CET Board. The RCV CET Commander, or designee, shall refer disciplinary matters involving RCV CET Personnel to the person's originating Agency for investigation and disposition unless, based on the judgment of the RCV CET Commander, or designee, a particular matter represents probable cause for the issuance of a criminal complaint, in which case the matter shall be referred directly to an external law enforcement agency for investigation, provided the person's Agency head is notified in advance thereof.

11.4 As assigned by the RCV CET Commander, RCV CET Personnel will be responsible for drug, gang, and violent crime investigation, including information management, case development, and presenting cases for charging to the appropriate prosecuting authority.



RCVCET Personnel may also assist other law enforcement agencies in surveillance and undercover operations. RCV CET Personnel will work cooperatively with assisting agencies. RCV CET Personnel who are peace officers and who take action in another jurisdiction are authorized to exercise the powers of a peace officer in the other jurisdiction for purposes of the RCV CET activities.

12. Advisor

The Ramsey County Attorney shall designate an Assistant Ramsey County Attorney to provide civil legal advice to the RCV CET Board as, and if, required.

13. Location

RCVCET activities shall take place out of a central location to be agreed upon by the Agencies.

14. Forfeiture, Seizures, and Fines

Proceeds received by the Agencies pursuant to Minnesota statutes on forfeitures from RCV CET case forfeitures shall be turned over to the Fiscal Agent to be used to support the efforts of the RCV CET according to the RCV CET Grant requirements. The use and disbursement of these proceeds must be approved by the RCV CET Board.

15. New Members

A governmental unit may become an additional member of the RCV CET upon approval by the RCV CET Board. Any governmental unit that applies to become a member must agree to assign at least one officer to the RCV CET. A governmental unit that becomes a new member shall be included in the term "Parties" as used in this JPA, its law enforcement agency shall be included in the term "Agencies" as used in this JPA, and the member and its agency shall be subject to all provisions of this JPA. Such governmental unit will become a member effective upon filing with the Fiscal Agent a certified resolution of the governmental unit's governing body, approving, and authorizing execution of this Agreement and an executed counterpart copy of this Agreement. Upon receipt of such resolution and executed copy, the Fiscal Agent will prepare a conformed copy showing execution by existing Parties and the new member and forward a copy to all Parties.

16. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document. All executed counterparts of this Agreement shall be forwarded to the Fiscal Agent. Upon receipt of executed counterparts from all parties, the Fiscal Agent will prepare one conformed copy of this Agreement and provide a copy to each Party.

17. The Parties to this Agreement are subject to the provisions of Minn. Stat. § 299A.642.

18. This Agreement shall amend the JPA signed on February 7, 2005, as amended on January 31, 2007, June 1, 2010, January 1, 2013, January 1, 2018, July 16, 2018, and December 13, 2022.

IN WITNESS THEREOF, the undersigned Parties, by action of their governing bodies, have caused this Agreement to be executed in accordance with the authority of Minnesota Statutes § 471.59.

Wherefore, the parties have executed this Agreement the last date set forth below.

**RAMSEY COUNTY**

\_\_\_\_\_  
Victoria Reinhardt, Board Chair  
Ramsey County Board of Commissioners

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

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

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

Approval recommended:



\_\_\_\_\_  
Bob Fletcher, Ramsey County Sheriff

Approved as to form:



\_\_\_\_\_  
Marcelo Neblett, Assistant Ramsey County Attorney

**CITY OF MAPLEWOOD**

By: \_\_\_\_\_  
Marylee Abrams, Mayor

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

By: \_\_\_\_\_  
Michael Sable, City Manager

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

Approval recommended:

\_\_\_\_\_  
Brian Bierdeman, Chief  
Maplewood Police Department

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Financial Services Director

**CITY OF NEW BRIGHTON**

By: \_\_\_\_\_  
Kari Niedfeldt-Thomas, Mayor

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

By: \_\_\_\_\_  
Devin Massopust, City Manager

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

Approval recommended:

\_\_\_\_\_  
Tony Paetznick, Director  
New Brighton Police Department

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Financial Services Director

**CITY OF ROSEVILLE**

By: \_\_\_\_\_  
Dan Roe, Mayor

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

By: \_\_\_\_\_  
Patrick J. Trudgeon, City Manager

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

Approval recommended:

\_\_\_\_\_  
Erika Scheider, Police Chief  
Roseville Police Department

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Financial Services Director

**CITY OF SAINT PAUL**

By: \_\_\_\_\_  
Melvin Carter, Mayor

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

Approval recommended:

\_\_\_\_\_  
Axel Henry, Police Chief  
Saint Paul Police Department

Approved as to form:

\_\_\_\_\_  
Saint Paul City Attorney

\_\_\_\_\_  
Financial Services Director

**CITY OF WHITE BEAR LAKE**

By: \_\_\_\_\_  
Dan Louismet, Mayor

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

By: \_\_\_\_\_  
Lindy Crawford, City Manager

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

Approval recommended:

\_\_\_\_\_  
Julie Swanson, Police Chief  
White Bear Lake Police Department

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Financial Services Director

**CITY OF MOUNDS VIEW**

By: \_\_\_\_\_  
Zach Lindstrom, Mayor

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

By: \_\_\_\_\_  
Nyle Zikmund, City Administrator

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

Approval recommended:

\_\_\_\_\_  
Ben Zender, Police Chief  
Mounds View Police Department

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Financial Services Director



**CITY OF SAINT ANTHONY**

By: \_\_\_\_\_  
Wendy Webster, Mayor

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

By: \_\_\_\_\_  
Charlie Yunker, City Manager

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

Approval recommended:

\_\_\_\_\_  
Jeff Spiess, Police Chief  
St. Anthony Police Department

Approved as to form:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Financial Services Director

# Board of Commissioners

## Request for Board Action

**Item Number:** 2024-664

**Meeting Date:** 12/17/2024

**Sponsor:** Board of Commissioners

**Title**

Gift Acceptance for the 2024 Commissioner Travel Expenses

**Recommendation**

Accept the monetary gift of the approximate total amount of \$10,556 for 2024 travel related expenses for Commissioner Mary Jo McGuire, Commissioner Rena Moran, Commissioner Victoria Reinhardt, and Commissioner Mai Chong Xiong.

**Background and Rationale**

Commissioners are often invited to attend conferences that require travel by other organizations with the aim to advance understanding of specific issues and provide opportunities for strategic networking on behalf of the county. In 2024 four commissioners participated in such trips and they are listed below.

Commissioner	Total	Funding Organization	What was covered
McGuire	\$3,029.95	Forward Global Women	Registration Fee, hotel, flight, travel insurance, misc. expense allowance.
Moran	\$1,337.00	National Foundation for Women Legislators Healthcare Summit 2024	Hotel, airfare, meals.
	\$702.06	Chicago Probation Transformation 2024	Hotel, airfare, meals.
	\$800.00	National Foundation for Women Legislators	Hotel, airfare, meals.
Xiong	\$1,602.25	Rooted Philanthropic	Hotel, airfare, meals.
Reinhardt	\$3,084.22	Institute for Building Technology and Safety	Hotel, airfare, meals, transportation related expenses.
<b>TOTAL</b>	<b>\$10,555.48</b>		

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

- Well-being     
  Prosperity     
  Opportunity     
  Accountability

**Racial Equity Impact**

Racial equity is part of all the work that commissioners do every day as they advance the counties vision, mission, and goals both locally and nationally. Several of the conferences had specific sessions and opportunities for commissioners to learn about the impact of race as it pertains to work of the county.

**Community Participation Level and Impact**

Participating in these events allows for commissioners to hear from others either locally or nationally around critical issues for Ramsey County.

- Inform     
  Consult     
  Involve     
  Collaborate     
  Empower

**Fiscal Impact**

This has no fiscal impact to the county. All trips were by invite and were pre-planned. Commissioners balance their existing responsibilities to ensure there are no negative impacts to their daily work.

**Last Previous Action**

None.

**Attachments**

None.

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2024-673

**Meeting Date:** 12/17/2024

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**Sponsor:** Finance

**Title**

2024 Budget Adjustments for Overspending in the Ramsey County Sheriff's Office

**Recommendation**

1. Authorize the County Manager and the Chief Financial Officer to transfer up to \$2,500,000 to the Ramsey County Sheriff's Office budget from general fund fund balance in 2024.
2. Authorize the County Manager to establish an Operational Staffing Study project account.
3. Authorize the County Manager and the Chief Financial Officer to transfer \$175,000 to the Office of Safety and Justice from general fund fund balance to conduct an Operational Staffing Study in the Sheriff's Office and to account for this work in the Operational Staffing Study project budget.

**Background and Rationale**

In 2024, the Ramsey County Sheriff's Office (Sheriff's Office) is projected to exceed available appropriations by approximately \$2,500,000.

This action requests transfer of uncommitted general fund fund balance to cover the overspending in the Sheriff's Office. The requested transfer is for up to \$2,500,000 total to ensure adequate authority exists to cover all outstanding costs and close the books for the county for budget year 2024. The actual amount to be transferred is expected to be less and only the funds needed will be used. This is a one-time authorization for a transfer of funds in 2024 and does not increase the Sheriff's Office budget in future years.

During 2024, the Sheriff's Office, Office of Safety & Justice, and an independent third-party financial consultant met regularly to review spending and monitor the budget and develop year-end projections and met with Central Finance to ensure understanding to the driver's impacting the Sheriff's budget. The 2024 primary cost drivers can be attributed to:

- Overtime expenditures are projected to be \$4.7 million, or \$2.2 million over budget. This was mainly driven by jail staffing and recruitment challenges.
- An increased jail population has been trending higher than the budgeted estimate, which means additional costs for items such as food service, janitorial service, and supplies. Food service is projected to total \$300,000 to \$400,000 more than what was budgeted.

The current budgetary deficit from an elected office must be addressed by the Ramsey County Board to authorize the use fund balance. Seeing this recurring overspend, the County Manager, Central Finance, and the Office of Safety and Justice is recommending an operational staffing study to conduct analysis and create recommendations for a long-term solution.

An additional \$175,000 is being requested in a project to perform an operational staffing study to better understand ongoing staff needs. Since this 2024 additional cost drivers are driven primarily by personnel and operations, an operational staffing study is expected to take place in 2025. This study will be a comprehensive

study to review the Sheriff's Office. operations, policies, procedures, staffing needs, organizational and leadership structures. This work will also include the staffing needs of the Adult Detention Center to ensure compliance with state mandated requirements and safety considerations. The results of the study will guide the Sheriff's Office pursuit to modernize operations and staffing which will result in creating efficiencies, set budgetary expectations, and will lead to enhancing the safety of all of Ramsey County community members.

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

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

Effective and transparent use of taxpayer dollars is critical to ensuring trust, accountability and transparency for Ramsey County and the Sheriff's Office. Careful consideration of use of public funds, particularly the general tax levy, is critical to building trust with historically marginalized communities and ensuring investments are made into the most critical needs and priorities to support Ramsey County residents to achieve the county's vision, mission and goals.

**Community Participation Level and Impact**

For this action related to 2024 overspending, community participation level is to inform. However, there will be many opportunities for community to share input on the Sheriff's Office budget for the 2026-27 budget process.

Finance will also continue to enforce the additional budgetary oversights and inform the Ramsey County Board and community about the Sheriff's Office spending.

- Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

To close the 2024 fiscal year, this request is for the Ramsey County Board to appropriate up to \$2,500,000 of general fund fund balance to cover costs in the Sheriff's Office. This will reduce the county reserves; however, the county will remain in compliance with its fund balance policy to have two months of expenditures available. A full report on county spending in 2024 will be brought to the board after the year end processes and our annual audit are completed. \$175,000 of general fund will be allocated to a project in Office of Safety and Justice for the purpose of conducting the operational staffing study.

**Last Previous Action**

On December 3, 2024, the Ramsey County Board of Commissioners received a Policy Item discussion in regard to an Operational Staff Study for the Sheriff's Office in 2025.

**Attachments**

None.

# Board of Commissioners

## Request for Board Action

Item Number: 2024-674

Meeting Date: 12/17/2024

**Sponsor:** Finance

**Title**

2024 Budget Adjustments for Overspending in the Ramsey County Attorney's Office

**Recommendation**

Authorize the County Manager and the Chief Financial Officer to transfer up to \$1,000,000 to the Ramsey County Attorney's Office from general fund fund balance in 2024.

**Background and Rationale**

In 2024, the Ramsey County Attorney's Office is projected to exceed available appropriations by approximately \$1,000,000. This budgetary deficit from an elected office must be addressed by the Ramsey County Board to authorize the use fund balance. Attorney's Office has been proactive in collaborating with Office of Safety and Justice to understand future budget pressures and look at options mitigate shortfalls.

The County Manager works with Central Finance, the Office of Safety and Justice and the Attorney's Office proactively to ensure understanding as to the driver's impacting the Attorney's budget throughout the year. For 2024, the primary cost drivers are:

- Staffing expenditures are projected to be \$42.1 million, or around \$420,000 over budget. This was mainly driven by a Memorandum of Understanding for wages negotiated between the county and the Assistant County Attorneys bargaining unit.
- The Prosecution of Center of Excellence agreement significantly contributed to professional service costs along with higher than anticipated private counsel and expert witness fees. Other services are projected to be around \$580,000 over budget (\$380,000 and \$200,000 respectively).

This action requests transfer of uncommitted general fund fund balance to cover the overspending in the Attorney's Office. The requested transfer is for up to \$1,000,000 total to ensure adequate authority exists to cover all outstanding costs and close the books for the county for budget year 2024. The actual amount to be transferred is expected to be less and only the funds needed will be used.

This is a one-time authorization for a transfer of funds in 2024 and does not increase the Attorney's Office budget in future years.

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

Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

Effective and transparent use of taxpayer dollars is critical to ensuring trust, accountability and transparency for Ramsey County and the Attorney's Office. Careful consideration of use of public funds, particularly the general tax levy, is critical to building trust with historically marginalized communities and ensuring investments are made into the most critical needs and priorities to support Ramsey County residents to achieve the county's vision, mission, and goals.

**Community Participation Level and Impact**

For this action related to 2024 overspending, community participation level is to inform. However, there will be many opportunities for community to share input on the Attorney’s Office budget for the 2026-27 budget process.

- Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

To close the 2024 fiscal year, this request is for the Ramsey County Board to appropriate up to \$1 million of general fund fund balance to cover costs in the Attorney’s Office. This will reduce the county reserves; however, the county will remain in compliance with its fund balance policy to have two months of expenditures available. A full report on county spending in 2024 will be brought to the board after the year end processes and our annual audit are completed.

**Last Previous Action**

None.

**Attachments**

None.

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**Item Number:** 2024-638

**Meeting Date:** 12/17/2024

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**Sponsor:** Human Resources

**Title**

Benefits Policies Compliance Update

**Recommendation**

Approve updates to Employee Benefits Policies to comply with legislative changes to Earned Sick and Safe Time Minnesota Statute 181.9445-181.9448, including clarification on previously approved policies:

1. Section 8.6 Use of Sick Leave
  - a. Modify “sick leave is authorized” to “sick leave may be authorized,” as the Earned Sick and Safe Time (ESST) law provides guidelines for proper notice and documentation requirements that authorize the use of paid sick time.
  - b. Modify paragraphs (a), (b), (c), (d), (e), and (f) to clarify that sick leave must be used for qualifying reasons when an employee has available paid sick time. This change is in alignment with ESST provisions in preparation for MN Paid Family Medical Leave.
  - c. Remove the limit of 160 hours from paragraph (c) such that an employee has access to all paid sick hours for the purpose of providing care to a qualified family member. This change is in alignment with ESST provisions in preparation for MN Paid Family Medical Leave.
  - d. Clarify ‘immediate household’ member in paragraph (e) to be someone who is not a family member as defined by Minn. Stat. 181.9445. Sick leave for this purpose may not be compounded with other sick leave in the same instance.
  - e. Update paragraph (g) to read that employees may use sick leave for the purpose of bonding with a newborn or adopted child within twelve (12) months of birth or adoption, rather than six months. This change aligns with FMLA, ESST, and MN PFML.
  - f. Revise paragraph (i) to allow up to eighty (80) hours of paid sick time for bereavement purposes. Clarify that bereavement includes funeral or memorial services, as well as time needed to address financial or legal matters that arise out of the death of a loved one.
2. Move up Sections 8.12 Notice for the Use of Sick Leave and 8.13 Documentation for the Use of Sick Leave to 8.8 and 8.9, respectively, for greater clarity.
3. Section 8.9 Documentation for the Use of Sick Time
  - a. Add (a) “reasonable documentation may be requested at the discretion of the appointing officer or Director.”
  - b. Add (b) “reasonable documentation may only be required if the absence is more than three (3) consecutive workdays,” per Minn. Stat. 181.9447, subd. 3.
  - c. Modify paragraph (e) to clarify that paid sick leave may be denied if an employee fails or refuses to supply sufficient reasonable documentation when required by the appointing officer or Director.
  - d. Strike final paragraph that says the documentation requirements of ESST only apply to seasonal, temporary or intermittent workers. As of May 25, 2024, the documentation rules of the law apply to paid sick time of full- and part-time employees. As of January 1, 2025, these rules apply to all paid sick time.
4. Section 8.10 Requirement to Use Paid Sick Time
  - a. Add a new section that clarifies a common practice whereby employees are required to use



- paid sick time when the reason for absence qualifies for paid sick time, as defined by Section 8.6 and Minn. Stat.181.9447, subd. 1.
- b. Add paragraph (a) that allows an employee the option to retain a bank of eighty (80) hours, rather than exhaust all paid sick time. The option to reserve a bank of sick hours is listed in the collective bargaining agreements and has been common practice for unrepresented employees even though it has not been written in the Benefits Policies.
  - c. Add paragraph (b) to mirror language in the collective bargaining agreements, which clarifies that time retained in the employee's sick bank cannot be used until they return from leave. This matches the longstanding practice.
  - d. Add paragraph (c) to mirror language in the collective bargaining agreements, which clarifies that unused sick leave will be forfeit if the employee does not return from leave, such that the employee will receive no compensation for those banked hours. This is also mentioned in Section 12.9 Separation Pay
5. Section 8.11 Advance of Sick Leave
- a. Update to comply with ESST requirement that all sick hours advanced to an employee may be used for any qualifying reason, as defined in Minn. Stat. 181.9447, subd. 1. Qualified uses for sick time are outlined in Section 8.6.
  - b. Replace "proof of illness" with "reasonable documentation" as outlined in Minn. Stat. 181.9447, subd. 3.
  - c. Modify Section 8.6 paragraph (a) to clarify that, if an employee transitions to a status that is not eligible for sick advance, the employee must repay any outstanding advanced hours before the transition to the new status is complete.
6. Section 8.12 Use of Other Paid Leave for Sick Leave Purposes
- a. Create new section to commit to writing the longstanding countywide practice whereby an employee may request to use vacation and other accruals upon the exhaustion of paid sick leave.
  - b. Clarify that an employee can also request to use other accruals even if they opt to bank hours.
7. Section 9.1 Eligibility for Sick Leave Without Pay
- a. Update language to explain that unpaid sick leave is to be used only for the health condition of the employee. Unpaid sick leave is not protected under ESST law.
  - b. Change "shall" to "may" in paragraph (a) to clarify that a continuous unpaid medical leave of absence may granted if the employee supplies substantiating medical documentation.
  - c. Strike the mention of workers' compensation from paragraph (a).
  - d. Add "seasonal" employee status to paragraph (c).
  - e. Clarify in paragraph (c) that seasonal, intermittent and temporary employees are ineligible for sick leave without pay, unless otherwise protected by an approved FMLA status. This has been the longstanding practice but has not been clearly documented.
8. Section 10 Workers Compensation
- a. Modify that employees are required to use paid sick time to supplement wage replacement benefits to make the employee whole, which is the current practice for represented employees, and mirrors the updates in Section 8.6.

### **Background and Rationale**

In May 2024, the Minnesota Legislature passed updates to the ESST law, Minnesota Statute 181.9445-181.9448. The Employee Benefits Policies must be updated to comply with adopted changes effective through January 1, 2025.

#### Effective May 25, 2024: Bereavement Leave

ESST hours can now be used to make funeral arrangements, attend a funeral service or memorial or address financial or legal matters that arise out of the death of a family member.

#### Effective May 25, 2024: Documentation

The updated ESST law clarifies that “three consecutive days” refers to scheduled workdays. Therefore, an employer may only require reasonable documentation upon the fourth consecutive scheduled workday missed. It also adds that acceptable documentation for employees using ESST for safety leave includes an employee’s written statement if documentation cannot be obtained in a reasonable time or without added expense.

Effective January 1, 2025: Effect on more generous sick and safe time policies

If an employer provides employees with paid sick leave that is more than the amount required under the ESST law for absences due to personal illness or injury, the additional paid time must meet the same requirements as ESST hours, other than the ESST accrual requirements, when it is used for an ESST-qualifying purpose. The ESST requirements about notice, documentation, anti-retaliation, replacement workers and more apply to the additional paid sick time.

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

- Well-being
- Prosperity
- Opportunity
- Accountability

**Racial Equity Impact**

Expanding access to paid sick time with employment protection for all employees fosters a more equitable work environment. Access to paid leave protections is a civil rights issue. By adding the protections of ESST to all covered reasons to use paid sick time, we support employees with balancing the need of caring for loved ones with the county’s commitment to serving our residents.

**Community Participation Level and Impact**

There is no community engagement with this Board action. This action is strictly operational and internal facing.

- Inform
- Consult
- Involve
- Collaborate
- Empower

**Fiscal Impact**

Funding will be managed within department personnel budgets.

**Last Previous Action**

On December 12, 2023, the Ramsey County Board of Commissioners approved the Benefits Policies Compliance Update (Resolution B2023-243).

**Attachments**

1. Benefits Policies - Redlined
2. Benefits Policies - Proposed



# RAMSEY COUNTY

## **County Benefits Policies**

Adopted August 1993

Updated December 2024<sup>43</sup>

Human Resources Department

4000 Metro Square  
121 East 7<sup>th</sup> Place  
Saint Paul, MN 55101

## TABLE OF CONTENTS

Section 1: Scope of Governance.....	3
Section 2: Definitions .....	4
Section 3: Normal Work Hours.....	5
Section 4: Overtime .....	6
Section 5: Dates for Determining Benefit Accrual .....	9
Section 6: Holidays.....	10
Section 7: Vacation .....	13
Section 8: Sick Leave – With Pay .....	16
Section 9: Sick Leave – Without Pay.....	<del>23</del> <sup>21</sup>
Section 10: Sick Leave – Workers’ Compensation .....	<del>25</del> <sup>23</sup>
Section 11: Leaves of Absence .....	<del>26</del> <sup>24</sup>
Section 12: Special Allowances .....	<del>30</del> <sup>28</sup>

# EMPLOYEE BENEFITS

## Section 1: Scope of Governance

- 1.1 **Authority under the Act.** The following policies have been established by the Human Resources Director and approved by the Ramsey County Board of Commissioners in accordance with Section 383A.295, Subdivision 1 of the Ramsey County Personnel Act, and shall govern the provision of holidays, vacation, sick leave, leaves of absence, and special allowances to employees of Ramsey County, State of Minnesota, except where superseded by state or federal statute. Insurance benefits and amounts of employer and employee contributions shall be set by County Board resolution and are not included in these policies.
- 1.2 **PELRA Supersedes.** Agreements reached under the Minnesota Public Employment Labor Relations Acts (Minnesota Statute 179.01, et seq., as amended) between Ramsey County and the exclusive representatives of its employees shall supersede these policies regarding employee benefits.
- 1.3 **Supervisors of Employees under Union Contract.** When the benefits provided to an employee covered under Section 1.2 exceed those provided to that employee's supervisor, the benefits provided to the supervisor shall be adjusted to make them equivalent. This policy will not apply to wages, and it will not be applied in instances where the difference in the benefits provided is solely the result of seniority.
- 1.4 **Confidential Employees.** Any employee excluded from a bargaining unit solely due to a determination that they have confidential status, shall receive wages and benefits equal to or greater than those provided under the applicable union contract. This policy will only apply to compensation, insurance, vacation, paid sick leave, holidays, and other leaves of absence.
- 1.5 **Governance of the Classified Service.** Except as provided in Sections 1.2, 1.3, and 1.4 employees in the classified service shall be subject to the provisions of these policies regarding employee benefits.
- 1.6 **Governance of the Unclassified Service.** Unclassified employees in the county personnel system shall be subject to the provisions of these policies.

All other terms and conditions of employment for these employees shall be equal to those of other county employees who are not subject to a collective bargaining agreement.

## **Section 2: Definitions**

The terms defined in the Ramsey County Personnel Act shall have the meanings assigned to them in the Act whenever they are used in this description of employee benefits. In addition, the terms defined in the Personnel Rules shall have the meanings assigned to them in Rule 3 (Definitions) of that document.

## Section 3: Normal Work Hours

**3.1 Normal Work Hours.** Normal hours of fulltime employment for Ramsey County employees shall be from 8:00 a.m. to 4:30 p.m., Monday through Friday. A department head may adjust start and end times for individual employees.

**3.2 No Guarantee of Work Hours.** No language contained in the provisions of any section under this policy shall be construed as a guarantee of hours of work per day or per week.

**3.3 Alternative Schedules.** A department head shall consult with the Director prior to implementing an alternative, permanent full-time schedule for a work unit (to the one described in Section 3.1). Departments shall consider whether the revised schedule provides for the maintenance of adequate service levels in the affected department.

**3.4 Lunch and Rest Periods.** Employees shall be entitled to a forty-five (45) minute lunch period and two fifteen (15) minute rest periods – one each in the first and second half of an eight (8) hour shift. Lunch and rest periods shall be scheduled as necessary to facilitate departmental operations.

**3.5 Lactation Breaks.** Lactating employees have the right to reasonable break time to express milk at work, pursuant to Minn. Statute 181.939. Such break times are with pay, unless the employee is expressing milk during a break that is not usually paid, such as a meal break. Lactating employees must have access to a clean, private and secure room that is not a bathroom near the work area that includes access to an electrical outlet for employees to express milk.

**3.6 Hours of Compensation.** Employees who (a) work the scheduled hours set forth in Section 3.1, or the hours determined by an alternative schedule under the provisions of Section 3.3, and (b) take rest, lunch, or lactation breaks in accordance with the provisions of Sections 3.4 and 3.5, shall be compensated for forty (40) hours of work per week.

## Section 4: Overtime

**4.1 Basis of Overtime Accrual.** Except as noted in Sections 4.2 and 4.3, employees required to work in excess of forty (40) hours per week, shall earn overtime at the rate of time and one-half (1 and ½).

**4.2 Fair Labor Standards Act Exemptions.** Exemptions to Section 4.1 may be made based on the following exemptions provided for in the Fair Labor Standards Act (FLSA):

- a) For law enforcement personnel and corrections personnel who have responsibility for controlling and maintaining custody of inmates and of safeguarding them from other inmates or for supervising such functions, a work period of 7 to 28 days may be established by the appointing authority subject to approval by the Director. During this work period, employees shall be paid at their straight rate of pay, until the number of hours worked exceeds the number of hours which bears the same relationship to 171 as the number of days in the work period bears to 28; at which time, the additional hours shall be compensated at time and one-half (1 and ½) as prescribed in the FLSA.
- b) For workers in residential care establishments, a fourteen (14) day work period may be established by the appointing authority subject to the approval of the Director. Workers employed in residential care establishments must receive time and one-half (1 and ½) for all hours worked over eight (8) in any workday and over 80 in the 14-day work period.
- c) Persons employed on a seasonal basis, as defined in Personnel Rule 3.25 (Seasonal Employment), shall earn overtime under the provisions of Section 4.1, except for seasonal employees of the Parks and Recreation Department who will earn overtime for work in excess of forty-eight (48) hours in a week at the rate of time and one-half (1 and ½).

The above-noted exemptions are not intended to be an exhaustive list. If other exemptions are added to the Fair Labor Standards Act, such exemptions may be incorporated under this policy.

**4.3 Exempt Employees.** The Director shall identify those classes, which are exempt from the overtime provisions of the Federal Fair Labor Standards Act and shall inform county departments of the exempt/non-exempt status of each class. Employees whose positions are allocated to classes which have been determined to be “exempt” shall be precluded from earning overtime under the provision of Section 4.1 but may earn overtime under the provisions of Section 4.4.

**4.4 Overtime Provisions: Exempt Employees.** Exempt employees shall not qualify to earn overtime payments except in unusual circumstances. Under such circumstances, the County Manager may approve overtime at a straight-time rate for exempt employees who have been assigned to work hours in excess of their regular schedule. With prior approval from the County



Manager exempt employees may also be allowed to earn overtime at the rate of time and one-half (1 and ½).

Circumstances under which overtime may be earned at the time and one-half (1 and ½) rate include, but are not limited to:

- a) circumstances in which the proposed overtime compensation is necessary based on established community practices, or
- b) circumstances which constitute a state of emergency as determined by the County Manager. The County Manager's approval shall be contingent upon receipt of appropriate evidence from the department head, documenting the circumstances, which warrant overtime payment at the time and one-half (1 and ½) rate.

**4.5 Required Approval for Overtime Work.** All overtime work must be given prior approval by the employee's department head or the department head's designee, except that overtime work required in order to respond to an emergency situation may be approved after the fact.

**4.6 Calculation.** All overtime earned shall be calculated based on the nearest fifteen (15) minutes worked.

**4.7 Accrual and Liquidation of Overtime.** Accumulated overtime shall be liquidated according to the following provisions:

- a) All overtime in excess of sixty (60) hours shall be liquidated in the form of time off or cash payment by December 31 of each year. Upon request, the Director may authorize the carry-over of overtime in excess of sixty (60) hours to the next half year accounting period; any overtime carried over in this fashion must be liquidated by June 30 of that year.
- b) The appointing authority may order the liquidation as either time off, or in cash, of accumulated overtime in excess of sixty (60) hours upon ten (10) working days' notice to the employee.

**4.8 Liquidation of Overtime for Transferring Employees.** Except as noted in (a), an employee who transfers to, or is appointed by another county department, shall be compensated for all authorized overtime, which they have accrued prior to their transfer or appointment date. Such overtime shall be liquidated either as time off, or in cash, at the discretion of the appointing authority under which the overtime was earned.

- a) **Transfer of Accrued Overtime Balances.** The appointing authority in the department to which an employee has been transferred or new appointed has the discretion to let the employee transfer all or part of their overtime accrual to that department.

**4.9 Liquidation of Overtime for Employees Separating from County Service.** An employee who separates from county service by reason of retirement, resignation, dismissal or layoff

shall be paid for all authorized overtime, which they have accrued. Compensation for any overtime accrual remaining at the time of separation from county employment shall be made in cash as prescribed in the FLSA.

## **Section 5: Dates for Determining Benefit Accrual**

**5.1 Original Employment Date.** An employee's original employment date is their first day of work for Ramsey County, except as provided in Section 5.3.

**5.2 Benefit Date.** A full-time employee's benefit date is the date the payroll/personnel system will use to determine the amount of time in hours the employee has accumulated toward the accrual of benefits. This benefit date is determined by adjusting the original employment date for the number of pay periods in which all unpaid leave equals or exceeds forty (40) hours in a pay period, except as provided in Sections 5.3, 11.1 (Military Leaves) and 11.3 (d) (Leave for Political Office).

**5.3 Employees of Agencies Acquired by the County.** The original employment and benefit dates for those employees working for other agencies which are acquired by Ramsey County may vary from the descriptions in Sections 5.1 and 5.2 depending upon the terms of the acquisition agreement.

## Section 6: Holidays

The following are declared to be holidays:

New Year's Day .....	January 1
Martin Luther King's Birthday .....	Third Monday in January
President's Day .....	Third Monday in February
Memorial Day .....	Last Monday in May
Juneteenth Day.....	June 19
Independence Day.....	July 4
Labor Day.....	First Monday in September
Veteran's Day .....	November 11
Thanksgiving Day .....	Fourth Thursday in November
Friday after Thanksgiving .....	Friday after Thanksgiving
Christmas Day.....	December 25
Floating Holiday .....	8 hrs. per year
.....	to be granted upon approval by the appointing officer

When New Year's Day, Independence Day, Juneteenth Day, Veteran's Day or Christmas Day falls on Sunday, the following day shall be the holiday. When New Year's Day, Independence Day, Juneteenth Day, Veteran's Day or Christmas Day falls on Saturday, the preceding day shall be the holiday.

**6.1 Eligibility for Paid Holidays.** Employees are eligible for paid holidays as follows:

- a) Every full-time permanent, probationary or unclassified employee except as indicated in 6.1 (d) shall be eligible for all of the above-listed holidays.
- b) Part-time permanent, probationary or unclassified employees shall be eligible to earn holiday pay on a pro rata basis, provided that they are assigned a regular work schedule (as opposed to being subject to call or to work when available) of not less than thirty-two (32) hours per pay period.
- c) Provisional employees shall be eligible for all of the above-listed holidays except floating holidays.
- d) Employees assigned to work the shift of six (6) days on and three (3) days off or four (4) days on and two (2) days off shall not be eligible for holidays.
- e) Seasonal, intermittent, and temporary employees shall not be eligible for holidays.
- f) In order to receive holiday pay, an eligible employee must have worked, or been on paid status, on their regularly scheduled workdays immediately before and after the holiday.

**6.2 Floating Holidays for Full-Time Employees.** Effective 1/1/2022 the Floating Holiday accrual method will be as described below:

- a) Employees shall be entitled to up to eight (8) hours per year.

- b) Any floating holiday in excess of the maximum accumulation allowed shall be lost to the employee annually on the pay period which includes June 30th.
- c) Full-time and part-time employees receive up to eight (8) hours of floating holiday annually on the first full pay period following the pay period including June 30th, prorated for part-time employees.
- d) Employees who have worked less than 6 months will not be paid for unused floating holiday if terminating employment.
- e) Floating holidays shall be taken at a time mutually agreeable to the employee and the department.

**6.3 Floating Holidays for Part-Time Employees.** Part-time permanent, probationary or unclassified employees receive floating holiday in the same manner outlined above for full-time employees. The number of hours they receive will be prorated based on their standard hours as of June 30th each year.

**6.4 Use of Floating Holiday Hours.** An employee wishing to use floating holiday hours must obtain advance permission from their appointing officer. Floating holiday hours must be used during the 12-month period beginning July 1st and will not be carried over from one 12-month period to the next.

**6.5 A Holiday Falling on a Regular Day Off.** If a holiday falls on an eligible employee's regular day off the employee may either receive pay for the holiday or be granted alternate time off at the discretion of the appointing officer. If an employee is required to work on a scheduled holiday the employee will be granted alternate time off with pay at a time approved by the appointing officer. The provision does not apply to employees subject to Section 6.6.

**6.6 Compensation for Work on Christmas Day or New Year's Day.** An employee assigned to work the shift of six (6) days on and three (3) days off or four (4) days on and two (2) days off who works at least five (5) hours of an eight (8) hour shift on Christmas Day or New Year's Day shall receive straight time of the actual hours worked, plus credit for the same number of hours as the actual hours worked which shall be compensated by pay or time off at the discretion of the appointing officer. Any other full-time or part-time permanent, probationary or unclassified employee who works at least five (5) hours of an eight (8) hour shift on Christmas Day or New Year's Day shall receive straight time for the actual hours worked, plus credit for twice that number of hours shall be compensated by pay or time off at the discretion of the appointing officer. Seasonal, intermittent, and temporary employees shall not be eligible for additional hours under this section.

**6.7 Religious Holidays.** When a religious holiday, observed by an employee but not observed as a holiday under this section, falls on the employee's regularly scheduled workday, the employee shall be entitled to that day off to observe the religious holiday, and may use vacation, compensatory time, floating holidays, accumulated holiday time or unpaid leave to

observe the religious holiday. Employees shall notify the appointing officer at least five (5) working days prior to the leave.

**6.8 Authority to Declare a County Holiday.** If the Ramsey County Board of Commissioners, by appropriate resolution, declares any other day to be a holiday, it shall be granted without pay unless otherwise specified by the County Board.

## Section 7: Vacation

### 7.1 Rate of Accrual for Employees Covered by the Federal Fair Labor Standards Act.

Permanent, probationary or unclassified employees in job classes which are covered under the provisions of the Federal Fair Labor Standards Act (FLSA) shall earn vacation at the rates prescribed below. For full-time employees, vacation accrual is based on the time that has passed since the employee's benefit date as described in Section 5.2 (Benefit Date). For part-time employees, vacation accrual is based on their actual hours of paid service. Job classes covered by the Federal FLSA may be assigned to the vacation schedule described in Section 7.2 at the Director's discretion.

Length of Employment	Accrual in Hours/ Pay Period	Yearly Accrual in Hours/Days	Max Accrual Hours
Less than 4 years	3.6923	96/ 12 days	240
Between 4 and 9 years	4.6154	120/15 days	300
Between 9 and 15 years	5.2308	136/17 days	340
Between 15 and 23 years	6.4615	168/21 days	420
23 years or more	7.6923	200/25 days	500

7.2 Rate of Accrual for Employees Exempt from the Federal FLSA. Permanent, probationary or unclassified employees in job classes which are exempt from the provisions of the Federal FLSA shall earn vacation at the rates prescribed below. For full-time employees vacation accrual is based on the time that has passed since the employee's benefit date as define in Section 5.2 (Benefit Date). For part-time employees vacation accrual is based on their actual number of hours of paid service. Exempt job classes may be assigned to the vacation schedule described in Section 7.1 at the Director's discretion.

Length of Employment	Accrual in Hours/ Pay Period	Yearly Accrual in Hours/Days	Max Accrual
Less than 4 years	4.6154	120/ 15 days	300
Between 4 and 15 years	6.1538	160/ 20 days	400
Between 15 and 23 years	6.4615	168/ 21 days	420
23 years or more	7.6923	200/ 25 days	500

7.3 Adjustments to Initial Vacation Accrual – Credit for Previous Service. The appointing officer may, at their discretion, recommend to the Director that a new hire be given credit for length of service for all, or a portion, of any employment experience directly related to the position to which the employee is being appointed or to match the current vacation accrual provided by the employee's most recent employer. The recommendation must be made in writing and be based on the appointing officer's assessment of the employee's qualifications beyond the minimum requirements, recruitment considerations, or service accrual provided by the employee's previous employer. The appointing officer must submit documentation of the

qualifying service with the recommendation. At his/her discretion, the Director may authorize length of service credit for all, none, a portion of the related experience, or the practice of the previous employer. This length of service credit, plus the employee's subsequent actual length of service with the county, will be the basis for future vacation accrual determinations. No additional length of service credit for qualifications obtained prior to county employment shall be granted after initial appointment to the county.

Current employees shall have 120 calendar days from the effective date of the adoption of this policy to request credit for up to five years of prior relevant employment experience. The employee must submit documentation of the qualifying service to their appointing officer for approval. The appointing officer shall then forward the request to the Director for consideration. At his/her discretion, the Director may adjust the length of service credit to reflect credit for all, none, a portion of the related employment experience, or the practice of the previous employer. Any change in length of service shall be effective the pay period in which the Director approves the request and shall only affect future leave accruals. Adjustments determined by the Director shall be final.

**7.4 Loss of Accrual.** Full-time permanent, probationary or unclassified employees shall not earn vacation credit for a pay period if unpaid leaves of absence in that pay period equal or exceed forty (40) hours in a pay period, except as provided in Sections 11.1 (Military Leaves), and 11.3 (d) (Leave for Political Office).

**7.5 Eligibility of Part-Time Employee.** Part-time permanent, probationary or unclassified employees shall be eligible to earn vacation credit provided that they are assigned a regular work schedule (as opposed to being subject to call or to work when available) of not less than thirty-two (32) hours per pay period. Prorated vacation leave accruals per pay period are calculated as the number of hours of paid service (except overtime) divided by eighty (80) hours and multiplied by the employee's rate of accrual (See Section 7.1 and 7.2).

**7.6 Eligibility of Provisional Employees.** Provisional employees shall not be eligible for paid vacation unless the provisional employee has permanent status in the county in another job title. However, if a provisional employee gains probationary or permanent status with no break in service, they shall receive credit for prior employment as a provisional in determining vacation accrual.

**7.7 Employees Not Eligible for Paid Vacation.** Seasonal, intermittent, and temporary employees shall not be eligible to earn paid vacation leave.

**7.8 Accumulation of Vacation.** Effective January 1, 2022, vacation may be accumulated to a maximum of two- and one-half times (2.5) twice the annual vacation earning rate of the employee. Any vacation accrued in excess of the maximum accumulation allowed shall be lost to the employee on the pay period including June 30th of each year.



**7.9 Advance of Vacation.** Eligible employees wishing to use vacation must obtain advance permission from their appointing officer. Employees may be advanced up to forty (40) hours of vacation before it is accrued, subject to the approval of the appointing officer. Advance can be requested during an employee's initial probationary period. Such hours must be repaid from the employee's future accrual. If an employee leaves county employment before repayment is complete, the remaining amount will be deducted from the employee's final check. If there are not sufficient funds, the employee will be required to repay the county the value of those hours.

**7.10 Reports of Vacation Usage.** Appointing officers shall maintain records of vacation used by each of their employees. Such records shall be maintained in the form and manner prescribed by the Human Resources Department.

**7.11 Earned Vacation Upon Separation.** Upon separation from county employment, a permanent or probationary employee shall be granted vacation pay earned up to the time of separation.

**7.12 Return from Unclassified Service.** Any employee holding an unclassified position excluded from the county personnel system under Section 383A.281, Subdivision 13 of the Act who later receives an appointment to a position in the county personnel system, shall receive credit for prior employment in the unclassified service outside the county personnel system in determining vacation leave, provided such service has been continuous and there has been no break in employment between the service outside and within the county personnel system.

**7.13 Rate of Vacation Accrual for Non-Union Employees affected by MN Statute 43A.17, Subd. 9.** Employees covered by this policy shall:

- a) Receive a credit to their vacation accrual in lieu of annual salary above the statutory limit based on a calculation of the difference between the employee's capped salary and the salary established/approved for their single position under the Ramsey County Compensation Plan, Salary Schedule 98B, based on 2080 hours and 26 pay periods per year.
- b) Calculation of vacation accrual credit shall be as follows:
  1. Determine annual/hourly salary established under Compensation Plan.
  2. Determine annual/hourly salary as established by Statute 43A.17, Subd. 9.
  3. Employee's salary under compensation plan, minus employee's salary under statute, divided by employee's hourly rate, equals the vacation hours to be credited to employee per pay period.
- c) Be exempt from Ramsey County Benefit Policy 7.8 Accumulation of Vacation up to the amount credited them under this policy.

## Section 8: Sick Leave – With Pay

**8.1 Eligibility for Sick Leave.** Based on the employment type, employees may be eligible to earn paid sick leave as follows:

- a) Full-time permanent, probationary, provisional and unclassified employees shall earn sick leave at the rate of 4.6154 hours each bi-weekly pay period.
- b) Part-time permanent, probationary, provisional or unclassified employees shall ~~be eligible to~~ earn sick leave credit provided they are assigned a regular work schedule (as opposed to being subject to call or to work when available) of not less than thirty-two (32) hours per pay period. Prorated sick leave accrual per pay period is calculated as the number of paid hours (except overtime) divided by eighty (80) hours multiplied by the accrual rate (4.6154 hours per pay period).
- c) Effective January 1, 2024, seasonal, intermittent, and temporary employees shall earn paid sick and safety leave at the rate of one (1) hour for every thirty (30) hours worked, up to a maximum of forty-eight (48) hours a year.

**8.2 Loss of Accrual.** All employees eligible to accrue sick leave shall not earn sick leave credit for a pay period if unpaid leaves of absence in that pay period exceed forty (40) hours, except as provided in Section 11.1 (Military Leaves), and 11.3 (d) (Leave for Political Office).

**8.3 Accumulation of Sick Leave.** Employees eligible for sick leave with pay may accumulate sick leave as follows:

- a) Eligible full-time and part-time employees may accumulate sick leave without any maximum restriction.
- b) Effective January 1, 2024, eligible seasonal, intermittent and temporary employees may accumulate sick leave up to 48 hours per year, allowing for annual carryover up to a maximum balance of 80 hours.

**8.4 Accumulation for Provisional Employees.** Provisional employees, who become probationary or permanent, provided there has been no break in service, shall receive credit for all unused sick leave earned during the provisional employment.

**8.5 Transfer of Sick Leave Accumulation.** Employees transferring from another merit system in accordance with the provisions of Rule 11.6 (Transfers from another Merit System) of the Personnel Rules may transfer their accumulated sick leave at the discretion of the appointing officer. Under no circumstances may the transferred sick leave exceed what the employee would have accumulated during an equal time period with the ~~c~~County. Seasonal, intermittent and temporary employees are ineligible to transfer sick leave from another merit system.

~~8.6 — **Advance of Sick Leave.** After exhaustion of accrued sick leave, full-time and part-time employees eligible to accrue paid sick leave may request an advance of up to forty (40) hours of paid sick leave due to illness before it is accrued, subject to the approval of the appointing officer. Advance can be requested at any time, including during an employee's initial probationary period. Proof of illness can be requested. Compounding of sick leave advance for the same illness is prohibited.~~

- ~~a) Such hours must be repaid from the employee's future accrual. If an employee leaves county employment before repayment is complete, the remaining amount will be deducted from the employee's final check. If there are not sufficient funds, the employee will be required to repay the county the value of those hours.~~
- ~~b) Seasonal, intermittent, and temporary employees are not eligible for advance of sick leave.~~

**8.67 Use of Sick Leave.** Employees eligible to accrue sick leave may use sick leave as it is accrued. Sick leave ~~is~~ may be authorized for the following reasons, with limitations as specified:

- a) **Employee Health.** Employees ~~may~~ must use accumulated sick time for the health care treatment of the employee, or for illness or injury which precludes the employee ~~from~~ the performance of their duties. Employees may use their full sick allowance for this purpose.
- b) **Child.** Employees ~~may~~ must use accumulated sick time for the health care treatment of the employee's child, or for the care of an ill-injured child. Employees may use their full sick allowance for this purpose.
  - i. In accordance with Minnesota Statute 181.9445, "minor child" includes a foster child, legal ward, child for whom the employee is legal guardian, or child to whom the employee is/was in loco parentis. "Minor child" includes the child of a spouse or domestic partner.
  - ii. This policy extends the definition of child to include a child who is 18 years or older and is incapable of self-care because of a mental or physical disability.
- c) **Family Member.** ~~Employees must use accumulated sick leave~~ Sick leave may be used as a result of an to provide care for illness or injury of the employee's adult child, spouse or domestic partner, sibling, parent, in-laws, grandchild, grandparent, or other family member as defined by Minnesota Statute 181.9445. ~~Such leave is limited one hundred sixty (160) hours in a calendar year. This paragraph does not apply to absences due to the illness or injury of a "child" as described in paragraph (b) or employee as described in paragraph (a).~~ Employees may use their full sick allowance for this purpose.
- d) **Safety Leave.** Employees must use accumulated sick leave ~~In accordance with Minnesota Statute 181.9447, sick leave may be used~~ for safety leave of the employee or employee's family member as defined in paragraph (c). For the purposes of this section,

“safety leave” is for the purpose of providing or receiving assistance due to domestic abuse, sexual assault, or stalking, [in accordance with Minnesota Statute 181.9447](#).

- e) **Household Member.** Sick leave not to exceed forty (40) hours in any one instance may be used as a result of a serious illness or injury of a person regularly residing in the employee’s immediate household, [who is not a family member as defined by paragraph \(c\)](#), to attend to the needs of the ill-injured person. [Sick leave for this purpose may not be compounded with sick leave used in paragraphs \(c\) or \(d\)](#).
- f) **Childbirth.** An employee who gives birth ~~may~~ **must** use sick leave for [childbirth and subsequent recovery, the period in which the employee is deemed disabled following delivery. The period of disability is](#) typically six (6) weeks for vaginal birth or eight (8) weeks for cesarian-section birth.
- g) **Bonding.** Sick leave not to exceed eighty (80) hours may be used for child bonding following the birth or adoption of the employee’s child or a child regularly residing in the employee’s immediate household. The leave must be consecutive and taken within [six-twelve \(612\)](#) months of the birth or adoption. Paragraphs (f) and (g) cannot be compounded.
- h) **Pregnancy.** Pregnant employees shall be eligible for sick leave and reasonable accommodation due to pregnancy in the same manner as is provided for any other ill or injured employee until such time as the employee is able to perform the duties of the position.
  - i. The appointing authority may require that the employee furnish evidence, as outlined in Section 8.~~812~~, that they are unable to perform the duties of the position.
  - ii. Medical documentation will not be required if a pregnant employee requests certain workplace accommodations, to include:
    - Longer or more frequent food, water, and restroom breaks,
    - Access to seating, and/or
    - Limits on lifting greater than 20 pounds.
- i) **Bereavement.** Sick leave not to exceed ~~forty-eighty (4080)~~ hours may be utilized upon the occasion of death in the employee’s family, as defined by paragraph (c) and Minnesota Statute 181.9445. [Bereavement leave may include the need to make arrangements for or attend funeral services or a memorial, or to address financial or legal matters that arise after the death of a family member.](#)

**8.712 Notice for the Use of Sick Leave.** The appointing officer or Director may require that an employee who requests to use sick leave with pay provide advance notice in order for for the use of sick leave to be approved. The appointing officer or Director must have a written procedure for how the employee provides such notice.

- a) When an absence is foreseeable, the appointing officer or Director may require no more than seven (7) days' advance notice.
- b) When an absence is unforeseeable, an employee is required to provide notice as soon as practicable.

**8.813 Documentation for the Use of Sick Leave.** The appointing officer or Director may require that an employee on sick leave with or without pay provide reasonable documentation attesting to the necessity of the leave, the employee's ability to return to work, proof of death in the employee's family, or other information deemed necessary. Reasonable documentation must identify the leave is for an authorized reason as described in Section 8.7 but may not require details relating to medical condition or other sensitive information, unless requested by Human Resources.

- a) Reasonable documentation may be requested at the discretion of the appointing officer or Director.
- b) Reasonable documentation may only be required if the absence is more than three (3) consecutive workdays.
- c) Reasonable documentation may include a report from a healthcare professional, court records, other documentation signed by an authority such as an attorney or police officer, or other record.
- d) If it is not reasonably possible for an employee to provide such documentation, the employee may provide a written statement by the employee certifying the use of sick leave with pay is for an authorized reason as described in Section 8.67.
- e) If the employee fails or refuses to supply the requested documentation, or if the documentation does not clearly establish the employee's use of sick leave for an authorized reason, the ~~The~~ appointing officer or the Director may cancel an employee's sick leave and require the employee to report for duty on or by a specific day.:

~~— In the event of failure or refusal to supply the requested documentation or if the documentation does not clearly establish the employee's use of sick leave for an authorized reason, as outline in Section 8.7.~~

- i. An employee denied sick leave under this section may appeal to the Director.

~~— For seasonal, intermittent, and temporary employees using sick leave with pay, reasonable documentation may only be required if the absence is three (3) consecutive days, or if the employee has been absent for at least three (3) times in a three (3) month period.~~

**8.914 Retaliation Prohibited.** An employee who exercises or attempts to exercise their right to the approved use of sick leave with pay is protected against retaliation or discrimination, pursuant to Minnesota Statute 181.9447.

**8.10 Requirement to Exhaust Paid Sick Time.** An employee eligible to use paid sick time is required to use all paid sick time until exhaustion, unless otherwise specified in Section 8.6.

a) An employee may choose to retain a sick bank of up to eighty (80) hours rather than exhaust all paid sick hours.

b) If the employee elects to retain a sick leave bank, the employee may not use any time from that bank until the employee returns from unpaid leave.

c) If the employee does not return from **continuous** unpaid leave, the time retained in the employee's sick leave bank will be lost to the employee.

**8.11 Advance of Sick Leave.** After exhaustion of accrued sick leave, full-time and part-time employees eligible to accrue paid sick leave may request an advance of up to forty (40) hours of paid sick leave before it is accrued **to be used for a specific reason**, subject to the approval of the department head. Advance can be requested at any time, including during an employee's initial probationary period. Advanced hours may be used for any reason listed in Section 8.6. Reasonable documentation can be requested.

a) Such hours must be repaid from the employee's future accrual. If an employee separates from the county or transitions to a seasonal, intermittent or temporary status, before repayment is complete, the remaining amount will be deducted from the employee's next or final check. If there are not sufficient funds, the county reserves the right to send the balance to collections, administered by the Finance Department.

b) Seasonal, intermittent, and temporary employees are not eligible for advance of sick leave.

**8.12 Use of Other Paid Leave for Sick Leave Purposes.** Upon exhaustion of allowable paid sick leave, an employee may request to use other accrued time, such as vacation, for the purposes of sick leave. Authorization of the use of other paid leave is subject to department approval. Supporting documentation may be required.

a) An employee who elects to maintain a bank of sick time, as outlined in Section 8.10, may also request to use other accrued time.

**8.135 Engaging in Other Employment While on Sick Leave.** An employee on sick leave with or without pay who engages in other employment without written approval of the appointing officer shall be subject to discharge in accordance with Section 383A.294 of the Act and Rule 24 (Causes for Disciplinary Action) of the Personnel Rules.

**8.14 Illness While on Vacation.** Should illness or injury occur while an employee is on vacation, the period of illness or injury may be charged to sick leave and the charge to vacation reduced accordingly. An employee requesting such a change may be required to submit a written statement from a physician attesting to the illness or injury and the period of disability.

**8.158 Reports of Sick Leave Usage.** Appointing officers shall maintain records of sick leave used by each of their employees. Such records shall be maintained in the form and manner prescribed by the Human Resources Department.

**8.169 Conversion of Sick Leave Credit to Vacation.** Employees may be eligible to convert accumulated sick leave to vacation in two different ways:

- a) Employees with an accumulation of sick leave credit in excess of 180 days (1440 hours) may convert the excess hours to vacation at the rate of sixteen (16) hours sick leave to eight (8) hours of vacation, not to exceed forty (40) hours in any calendar year. The vacation days must come under the maximum accumulation allowable under Section 7.8 (Accumulation of Vacation).
- b) Full-time employees, and part-time employees (on a prorated basis, based on hours worked), who do not utilize any sick leave hours in a three (3) month period shall have the option of converting four (4) hours of sick leave to vacation or pay at the option of the employee. The three (3) month periods are from January 1- March 31, April 1- June 30, July 1- September 30, October 1- December 31.
- c) Seasonal, intermittent, and temporary employees are not eligible to convert sick leave credit to vacation.

**8.170 Appointment to a County Position Outside the Personnel System.** Any employee holding an unclassified position excluded from the County Personnel System under Section 383A.281, Subdivision 13 of the Act, who later receives an appointment to a position in the County Personnel System, may be granted an initial sick leave accumulation equivalent to the cumulative sick leave credit the employee has at the time of appointment. In no case will an employee be granted greater sick leave credits than they would have been entitled to as an employee under these benefit policies.

**8.181 Loss of Earned Sick Leave.** All sick leave credits shall expire on an employee's date of separation from County employment, except as described in Section 12.9 (Separation Pay). However, if the employee is reinstated or re-employed as a permanent or probationary employee under the provisions of Rule 12.3 (Reinstatement After Resignation) of the Personnel Rules, all previously accumulated and unused sick leave shall be reinstated unless the employee has received separation pay under Section 12.9 (Separation Pay) of these benefit policies.

- a) Seasonal, intermittent, and temporary employees are eligible for reinstatement of accumulated and unused sick leave, if the employee is re-employed by the county within 180 days of separation. Maximum accruals apply.

~~8.12 Notice for the Use of Sick Leave. The appointing officer or Director may require that an employee who requests to use sick leave with pay provide advance notice in order for the use of sick leave to be approved. The appointing officer or Director must have a written procedure for how the employee provides such notice.~~

- ~~a) When an absence is foreseeable, the appointing officer or Director may require no more than seven (7) days' advance notice.~~

~~b)a) When an absence is unforeseeable, an employee is required to provide notice as soon as practicable.~~

~~**8.13 Documentation for the Use of Sick Leave.** The appointing officer or Director may require that an employee on sick leave with or without pay provide reasonable documentation attesting to the necessity of the leave, the employee's ability to return to work, proof of death in the employee's family, or other information deemed necessary. Reasonable documentation must identify the leave is for an authorized reason as described in Section 8.7 but may not require details relating to medical condition or other sensitive information, unless requested by Human Resources.~~

~~a) Reasonable documentation may include a report from a healthcare professional, court records, other documentation signed by an authority such as an attorney or police officer, or other record.~~

~~b)a) If it is not reasonably possible for an employee to provide such documentation, the employee may provide a written statement by the employee certifying the use of sick leave with pay is for an authorized reason as described in Section 8.7.~~

~~c)a) The appointing officer or the Director may cancel an employee's sick leave and require the employee to report for duty on or by a specific day.~~

~~i. In the event of failure or refusal to supply the requested documentation or if the documentation does not clearly establish the employee's use of sick leave for an authorized reason, as outline in Section 8.7.~~

~~ii.i. An employee denied sick leave under this section may appeal to the Director.~~

~~d)a) For seasonal, intermittent, and temporary employees using sick leave with pay, reasonable documentation may only be required if the absence is three (3) consecutive days, or if the employee has been absent for at least three (3) times in a three (3) month period.~~

~~**8.14 Retaliation Prohibited.** An employee who exercises or attempts to exercise their right to the approved use of sick leave with pay is protected against retaliation or discrimination, pursuant to Minnesota Statute 181.9447.~~

~~**8.15 Engaging in Other Employment While on Sick Leave.** An employee on sick leave with or without pay who engages in other employment without written approval of the appointing officer shall be subject to discharge in accordance with Section 383A.294 of the Act and Rule 24 (Causes for Disciplinary Action) of the Personnel Rules.~~



## Section 9: Sick Leave – Without Pay

**9.1 Eligibility for Sick Leave Without Pay.** ~~An e~~Employees unable to work ~~because of illness or injury due to their own health condition~~ whose paid sick leave is exhausted ~~are~~ may be eligible for sick leave without pay, consistent with the provisions of FLSA, as follows:

- a) Permanent, probationary or unclassified employees ~~shall~~ may be granted a continuous medical leave of absence for a period not to exceed two (2) years. When there are fewer than three (3) months between periods of leave of absence under this section for the same illness or injury, the periods of absence will be added together to determine the length of leave that may not exceed two (2) years, ~~except that this restriction will not apply to employee's receiving Workers' Compensation.~~
- b) Provisional employees who do not have permanent status with the county may be granted a leave of absence at the discretion of the appointing officer for a period not to exceed six (6) months.
- c) ~~Seasonal, i~~ntermittent or temporary employees shall not be eligible for sick leave without pay ~~a leave of absence~~ under the provisions of this section, unless the employee qualifies for and is approved for a leave of absence protected by state or federal law, including the Family Medical Leave Act.

**9.2 Reinstatement Rights.** Employees on sick leave without pay will return at the same seniority in their salary schedule, will retain promotion rights, and will earn vacation schedule seniority while on sick leave without pay.

- a) A permanent or probationary employee who is granted a leave of absence without pay for illness or disability shall have the right to be reinstated to:
  - i. The employee's former position in the department if the unpaid absence is for sixty (60) calendar days or less.
  - ii. A position in the department in the classification held at the time the unpaid leave ~~started, if~~ started if the absence is no longer than sixty (60) days. If all positions in the classification in the department are filled, the employee with the least amount of class seniority in that department shall be reassigned or laid off in accordance with Rule 35.3 (Reassigned to another Department/Layoff and Rule 11 (Filling Vacancies through Transfer or Voluntary Reduction) of the Personnel Rules.
  - iii. If all positions in the employee's class have been abolished, the provisions of Rule 35.4 (Seniority Rights to Previously Held Titles) and Rule 12 (Filling Vacancies through Reinstatement) of the Personnel Rules shall apply.
- b) Unclassified employees may be reinstated at the discretion, and under the terms set by, the appointing authority.

- c) Provisional employees who do not have permanent status may be reinstated at the discretion of the appointing authority, and under the conditions described in Section 11.9 (Provisional Employees Returning from Leave of Absence).

**9.3 Evidence of Ability to Return to Work.** When requested by the appointing officer or the Director, an employee on sick leave without pay must present a physician’s statement attesting to their fitness to return to work before being allowed to return to work.

**9.4 Inability to Return to Work due to Medical Condition Affecting Fitness for Work.** For an employee unable to present evidence of ability to return to work due to a medical condition affecting their ability to continue to work in their current position, the provisions of Rule 33 (Employee and Management Rights/Responsibilities in Cases of Medical Condition Affecting Fitness for Work) shall apply.

## Section 10: Sick Leave – Workers’ Compensation

**10.1 Recovery Period.** Employees who are eligible to receive sick leave pay who are injured while performing work within the scope of their employment for Ramsey County and are rendered incapable of performing their duties ~~may elect~~ are required to ~~to receive pay by using~~ earned sick leave in an amount equal to the difference between any Workers’ Compensation payments and ~~80~~100% the employee’s normal daily salary. ~~If the employee so elects to receive pay by using earned sick leave, the employee will have been deemed to have elected this option until sick leave accrual has been exhausted.~~ If an employee has no earned sick leave, or exhausts their accrued sick leave, they may elect to use earned vacation, compensatory time, floating holidays or accrued holiday time to pay the difference between Workers’ Compensation and ~~80~~100% their normal daily salary.

**10.2 Payment Limit.** Nothing in this section shall be construed to permit an employee to receive combined wage and Workers’ Compensation benefits exceeding the employee’s normal daily salary.

**10.3 Leave of Absence Due to Work-Related Injury.** Any employee injured while performing work within the scope of their employment for Ramsey County who is unable to resume the duties of their position after exhaustion of their accumulated normal sick leave, and who uses or elects not to use vacation, compensatory time, floating holidays or accrued holiday time, shall be granted an unpaid medical leave of absence for a maximum of two (2) years.

## Section 11: Leaves of Absence

**11.1 Military Leaves of Absence.** The procedural requirements specified by Minnesota Statute 192 and United State Code, Chapter 43 shall govern the granting and use of military leave and shall supersede the following policies regarding leave of absence. All permanent, probationary, unclassified, provisional, seasonal and intermittent employees are eligible for military leave. Temporary employees shall not be eligible for military leave.

**11.2 Mandated Leaves of Absence with Pay.** All employees are eligible for the following paid leaves as mandated by state statute. An employee's request for a leave of absence under (a) or (b) below shall be submitted in writing to the appointing officer. The request shall state the reason for the leave of absence and the length of time off the employee desires.

- a) **Jury Duty.** Employees shall be granted a leave of absence with pay any time they are required to report to jury duty. All fees for jury duty served during the employee's normal work hours, except those paid for meals and mileage, shall be returned to the employer. Any of the employee's normal work hours not spent on jury duty shall be worked.
- b) **Bone Marrow Donation.** Any employee who has agreed to undergo a medical procedure to donate bone marrow shall be granted a paid leave of absence of up to forty (40) hours. The leave may be extended at the discretion of the appointing officer. The appointing officer may require the employee to present a physician's verification. Once leave has been taken related to bone marrow donation it may not be rescinded even if the employee is later rejected as a donor for medical reasons
- c) **Voting Time Leave.** Every employee eligible to vote in an election is entitled to paid leave for the time necessary to appear in person, cast a ballot during the early in-person voting period or the day of the election, and return to work. Paid time for voting also includes the time necessary to turn in an absentee ballot to a voting office in person pursuant to Minn. Statute 203B.081. Such leave for voting time will be without penalty or deduction from salary or wages because of absence. The appointing officer may require that any request for time off to vote be made in advance and may specify the time when an employee may be absent for voting purposes.
- d) **PERA Duty Disability.** An employee approved for psychological treatment by PERA for Duty Disability benefits will be placed on leave of absence with pay for the duration of the treatment period, up to 24-32 weeks. During the leave, the employee will continue to receive full salary and benefits and will be reimbursed for treatment costs not covered by health insurance, pursuant to Minn. Statute 352B.102

**11.3 Mandated Leaves of Absence without Pay.** Employees are eligible for the following unpaid leaves mandated by state statute as outlined in the paragraphs below. An employee's request for a leave of absence shall be submitted in writing to the appointing officer. The

request shall state the reason for the leave of absence and the length of time off the employee desires.

- a) **Parental Leave for Birth or Adoption of a Child.** Parental leaves without pay shall be granted in addition to any authorized paid leave. At the discretion of the parent, the time off shall begin before or at the time of their child's birth or immediately following any authorized paid leave taken at the time of or after the child's birth; or at the time of child's adoption for the purpose of arranging the child's placement or caring for the child after placement. Eligibility for parental leave is as follows:
  - i. Permanent, probationary or unclassified employees shall be granted up to six (6) months unpaid parental leave.
  - ii. Provisional employees without permanent status, seasonal, intermittent or temporary employees shall be granted up to twelve (12) weeks unpaid parental leave.
  - iii. See also Section 12.12 Paid Parental Leave.
- b) **Leave for Child's School Functions.** Up to sixteen (16) hours of unpaid leave shall be granted for an employee to attend school conferences or classroom activities for their child, as defined in Section 8.7 (b) (Use of Sick Leave), if those events cannot be scheduled during non-work hours. Eligibility for this type of leave is as follows:
  - i. Permanent, probationary or unclassified employees are eligible.
  - ii. Provisional employees without permanent status, seasonal, intermittent or temporary employees are only eligible if they have worked for the county for at least the preceding twelve (12) months and have worked an average of twenty (20) hours or more per week during that twelve (12) month period. The employee must obtain advance permission from their appointing officer if the need for the leave is foreseeable. An employee may choose to use accrued vacation or earned compensation time rather than unpaid leave.
- c) **Leave to Accept an Unclassified Position.** Leave to accept an appointment to the unclassified service shall be granted to all classified permanent or probationary employees. At the termination of the unclassified service the employee shall be reinstated to the classified service as provided in Section 383A.285, Subdivision 8 of the Act. An employee returned to their former class shall suffer no loss in class seniority. The time of employment in the unclassified service shall count toward length of service for determining salary and benefits if the employee returns to the classified service with no break in service.
- d) **Leave for Political Office.** Leaves without pay shall be granted employees serving as a legislator or who have been elected to full-time city or county office in Minnesota. Upon completion of the legislative year or completion of work related to legislative office or final day of office, the employee shall be reinstated pursuant to Minnesota Statutes

Section 3.088 (2) and Section 308. Consistent with this statute, the provisions of Sections 11.6 through 11.9 shall not apply to persons who have been granted leaves for political office. The provisions of this section shall not apply if the elected office is constitutionally or legally incompatible with the public employment. Employees whose principal employment is in an activity which is financed in whole or in part with funds from the Federal government may be barred from candidacy for public office pursuant to the Hatch Act (5 U.S.C. Section 1501 et seq.) or other applicable federal law. Granting of a leave of absence does not protect an employee from the provisions of the Hatch Act. It is the responsibility of the employee to determine if they are in compliance with the Hatch Act

**11.4 Discretionary Leaves of Absence.** All employees are eligible for the following discretionary unpaid leaves. An employee's request for a leave of absence shall be submitted in writing to the appointing officer. The request shall state the reason for the leave of absence and the length of time off the employee desires. Written authorization for or denial of a leave of absence shall be furnished to the employee by the appointing officer.

- a) **Personal Leave.** Personal leaves of absence without pay of up to six (6) months may be granted at the discretion of the appointing officer. Such leave may be extended, with the appointing officer's approval, not to exceed a total leave of twelve (12) months.
- b) **Educational Leave.** Educational leaves of absence without pay of up to two (2) years may be granted at the discretion of the appointing officer.
- c) **Leave for Candidacy for Political Office.** Leaves of absence without pay to run for political office of up to six (6) months may be granted at the discretion of the appointing officer. Employees whose principal employment is in an activity which is financed in whole or in part with funds from the Federal government may be barred from candidacy for public office pursuant to the Hatch Act (5 U.S.C. Section 1501 et seq.) or other applicable federal law. Granting of a leave of absence does not protect an employee from the provisions of the Hatch Act. It is the responsibility of the employee to determine if they are in compliance with the Hatch Act.

**11.5 Cancellation of Discretionary Leaves of Absence.** Discretionary leaves of absence shall be subject to cancellation by the appointing officer, if the employee is using the leave for purposes other than those specified at the time of approval or, when in the appointing officer's judgement, the interests of the county require that the employee returns to their employment.

**11.6 Effect of Leave of Absence on Salary and Benefit Accrual.** Employees on leave of absence without pay shall not be paid benefits or salary. The time period for leave does not count towards accrual of benefits and salary, except as described in Section 9.1 (Eligibility for Sick Leave Without Pay), Section 11.1 (Military Leave), Section 11.3 (c) (Leave to Accept an Unclassified Position), Section 11.3 (d) (Leaves for Elective Office), and for full-time employees' leaves of forty (40) hours or less in a pay period. Employees returning to work after leave

without pay will be paid at the same salary step held immediately before the leave began, except those employees on leaves as described in Section 11.1 (Military Leave), Section 11.3 (c) (Leave to Accept an Unclassified Position), Section 11.3 (d) (Leaves for Elective Office), and for full time employees' leaves of forty (40) hours or less in a pay period, the time period on leave shall count towards accrual of benefits and salary accrual.

**11.7 Effect of Leave of Absence on Probationary Period.** A probationary employee's time spent on leave of absence without pay shall not count toward completion of their probationary period except as described in 11.1 (Military Leaves) and 11.3 (d) (Leaves for Elective Office).

**11.8 Reinstatement Rights.** A permanent or probationary employee who is granted a leave of absence without pay shall be afforded the same reinstatement rights as those provided in Section 9.2 (Reinstatement Rights) to employees granted a leave of absence without pay for illness or disability.

**11.9 Provisional Employees Returning from Leave of Absence.** Provisional employees who do not have permanent status with the county, on leave of absence, may be reinstated to the position from which leave was taken only if the following conditions are met:

- a) The need for the employee still exists.
- b) The authority is still in force for the provisional appointment.
- c) The time limit set by the Director for the appointment has not been exceeded.

**11.10 Early Return from Leave of Absence.** An employee granted leave of absence under this section may be returned to the position from which leave was taken at any time prior to the expiration of the leave with the approval of the appointing officer.

## Section 12: Special Allowances

**12.1 Equipment Allowance.** The Ramsey County Board of Commissioners may authorize special allowances to any employee for the purpose of upkeep, maintenance or furnishing of a vehicle, uniform, or other equipment necessarily used in the performance of the duties of the position. Any allowance granted shall be paid in addition to the regular salary payable to the employee under the county salary plan.

**12.2 Saturday-Sunday Differential.** Employees receiving pro rata benefits, required to work at least five (5) hours on Saturday or five (5) hours on Sunday shall be paid a differential in addition to their regular salary at rates determined by resolution of the Ramsey County Board of Commissioners. Compensation under this paragraph will be in addition to the employee's regular salary. Seasonal, intermittent, and temporary employees, and employees working overtime are excluded from the provisions of this paragraph. Board Resolution B2022-037 effective the first full pay period following January 1, 2022, this rate shall be eighty cents (\$.80) for eligible hours on Saturday and Sunday.

**12.3 Non-Scheduled Weekend Shifts.** Full-time and regularly scheduled part-time employees as designated by the Ramsey County Board of Commissioners, shall be paid at a rate determined by Board resolution for each non-scheduled weekend shift worked. Compensation under this paragraph will be in addition to the employee's regular salary. The provisions of this section shall apply to all full shifts worked between 3 p.m. Friday and 7a.m. Monday. The weekend bonus payment shall not be paid if additional shifts are worked as a result of a voluntary exchange of hours.

**12.4 On-Call Compensation.** An employee is on call when directed by the appointing officer to remain available to be called in for work during certain specified hours. The hourly rate of pay for each classification of employees required to be on call will be determined by resolution of the Ramsey County Board of Commissioners. Board Resolution B2022-0037, effective the first full pay period following January 1, 2022, this rate shall be two dollars and fifty cents (\$2.50) per hour.

**12.5 Relief of Night Differential.** Any full-time employee or part-time employee receiving pro rata benefits, who works on a shift beginning earlier than 6 a.m., or ending later than 6 p.m., shall receive a relief or night shift differential as determined by the Ramsey County Board of Commissioners for the entire shift, provided at least four (4) hours of the shift are worked between the hours of 6 p.m. and 6 a.m. Compensation under this paragraph will be in addition to the employee's regular salary. Full-time employees or part-time employees receiving pro rata benefits who receive the night differential as the result of a continuous shift assignment shall continue to receive differential pay for all periods of paid leave as provided under the sick leave, vacation and holiday provisions of these benefit policies. Seasonal, intermittent and temporary employees, and employees working overtime are excluded from the provisions of this paragraph.



**12.6 Call-Back.** The Director may authorize four (4) hours minimum call-back pay for employees who are called back for emergency work. The employee's time is first computed on the basis of time and one-half for overtime as described in Section 4 (Overtime). When this total is not equal to or does not exceed four hours, the employee shall be paid call back pay of four hours at the employee's regular rate of pay.

**12.7 No Overlapping Pay Differentials.** Under no circumstances shall an employee receive more than one type of pay differential as described in Sections 12.1-12.6, for one period of time worked.

**12.8 Tuition Reimbursement.** Any employee who takes courses which have a direct relationship to their current or future occupation or a position they can reasonably hope to advance to, may, upon submission of evidence of successful completion of such courses, be refunded the amount of the tuition. An employee wishing to take advantage of this benefit must have the course work approved by the appointing officer prior to enrollment. Factors upon which an employee's eligibility depends, the relevancy of the course work to the employee's position and professional goals, the status of the educational institution and availability of funds, pursuant to the tuition reimbursement guidelines. Approval will not be granted for a course if a substantial equivalent is offered through the county. Tuition payments shall be limited to a maximum annual dollar amount per employee, determined by the Ramsey County Board of Commissioners. Employees shall not be eligible for tuition reimbursement when tuition has been paid or shall be paid by federal plan of "benefits for veterans and service personnel" or by other sources.

**12.9 Separation Pay.** Upon separation from county service by resignation, layoff, expiration of a leave of absence or death, a permanent employee shall be paid one half (1/2) of all unused sick leave based on their accumulated sick leave based on their accumulated sick leave hours at the time of separation, up to the following maximums, provided that:

1. That at the time of separation from county service, the employee must have been employed by the county in the classified service for at least five (5) years of full-time equivalent service prior to their separation, except that this section shall not apply to an employee whose cause of separation is death, layoff, whose position has been abolished, or who was required to retire from service under provisions of a compulsory retirement law.
2. An employee who is laid off or whose position has been abolished shall have the option of waiting until their eligibility for reinstatement expires before applying for separation pay.
3. That the rate of payment shall be based upon the regular hourly salary of the employee, in their permanent classification, at the time of separation. Separation as used in this rule means the last working day of the employee in the classified service.

4. That in the event an employee has been separated and paid for such accumulated sick leave and subsequently is re-employed, their sick leave shall be calculated as though they were a new employee.
5. No classified employee who is on a leave of absence to accept a position in the exempt service of the county shall be eligible for separation pay until their employment is finally terminated.
6. Separation payment may be deferred to January of the next calendar year if requested in writing by the employee.

<b>Option A – Accruals</b>	<b>Maximum Pay</b>
Employees with at least 100 hours sick leave and less than 480 hours:	\$5000.00
Employees with at least 480 hours sick leave and less than 850 hours:	\$10,000.00
Employees with at least 850 hours sick leave and less than 1,000 hours:	\$11,000.00
Employees with at least 1,000 hours sick leave and less than 1,150 hours:	\$12,000.00
Employees with at least 1,150 hours sick leave and less than 1,300 hours:	\$13,000.00
Employees with at least 1,300 hours sick leave and less than 1,450 hours:	\$14,000.00
Employees with at least 1,450 hours sick leave and less than 1,600 or more:	\$15,000.00
Employees with at least 1,600 hours or more:	\$16,000.00

Effective 1/1/07 employees with at least 1,600 hours and less than 1,750 hours sick leave will be eligible for \$16,000.00; employees with 1,750 or more hours sick leave will be eligible for \$17,000.00.

Effective 1/1/08 employees with at least 1,750 hours and less than 1,900 hours sick leave will be eligible for \$17,000.00; employees with 1,900 or more hours sick leave will be eligible for \$18,000.00.

Seasonal, intermittent and temporary employees are ineligible to receive separation pay for accrued and unused sick and safety leave hours.

**12.10 Emergency Closings.** Emergency closings shall be declared in accordance with County Board resolution. During severe weather or an emergency situation which affects the safety of county employees, if the County Manager or their designee closes a facility or department, or a public emergency or local public emergency has been officially declared, and employees are told by the department head or appropriate media to leave early or not to report for work, such

time shall be with pay. This additional time with pay shall be granted to employees scheduled to work and those that would have normally reported for work. Such payments shall be limited to two (2) days per calendar year (County Board Resolution 2008-267 dated August 19, 2008). This policy applies to all county employees whose positions have not been designated essential by the County Manager. It does not apply to employees who primarily work outdoors and are sent home because of inclement weather. Under no circumstances shall an employee be paid more under this section than their normally scheduled pay. If there are more than two (2) days of emergency closure per calendar year, or if an employee is otherwise ineligible for the special allowance pay, an employee is permitted to use sick leave with pay, vacation, or other paid accruals.

**12.11 Personal Effects.** Employees may submit claims to the Risk Management Department to replace personal effects or other property of the employee, which is destroyed or damaged in the course of their employment, provided that recovery cannot be made under the Workers' Compensation laws.

**12.12 Paid Parental Leave.** Eligible employees are entitled to a special allowance of paid parental leave to bond with a new child following birth or adoption, in accordance with the Paid Parental Leave policy in the Administrative Policy Manual.

- a) Eligibility applies to all classified and unclassified regular full-time and part-time benefits eligible employees who are regularly scheduled to work sixteen (16) hours or more per week after thirty (30) days of service and who are a biological or adoptive parent, or the spouse of a biological or adoptive parent.
- b) Seasonal, intermittent and temporary employees are not eligible for Paid Parental Leave.



# RAMSEY COUNTY

## **County Benefits Policies**

Adopted August 1993

Updated December 2024

Human Resources Department

4000 Metro Square  
121 East 7<sup>th</sup> Place  
Saint Paul, MN 55101

## TABLE OF CONTENTS

Section 1: Scope of Governance.....	3
Section 2: Definitions .....	4
Section 3: Normal Work Hours.....	5
Section 4: Overtime .....	6
Section 5: Dates for Determining Benefit Accrual .....	9
Section 6: Holidays.....	10
Section 7: Vacation .....	13
Section 8: Sick Leave – With Pay .....	16
Section 9: Sick Leave – Without Pay.....	22
Section 10: Sick Leave – Workers’ Compensation .....	24
Section 11: Leaves of Absence .....	25
Section 12: Special Allowances .....	29

# EMPLOYEE BENEFITS

## Section 1: Scope of Governance

- 1.1 **Authority under the Act.** The following policies have been established by the Human Resources Director and approved by the Ramsey County Board of Commissioners in accordance with Section 383A.295, Subdivision 1 of the Ramsey County Personnel Act, and shall govern the provision of holidays, vacation, sick leave, leaves of absence, and special allowances to employees of Ramsey County, State of Minnesota, except where superseded by state or federal statute. Insurance benefits and amounts of employer and employee contributions shall be set by County Board resolution and are not included in these policies.
- 1.2 **PELRA Supersedes.** Agreements reached under the Minnesota Public Employment Labor Relations Acts (Minnesota Statute 179.01, et seq., as amended) between Ramsey County and the exclusive representatives of its employees shall supersede these policies regarding employee benefits.
- 1.3 **Supervisors of Employees under Union Contract.** When the benefits provided to an employee covered under Section 1.2 exceed those provided to that employee's supervisor, the benefits provided to the supervisor shall be adjusted to make them equivalent. This policy will not apply to wages, and it will not be applied in instances where the difference in the benefits provided is solely the result of seniority.
- 1.4 **Confidential Employees.** Any employee excluded from a bargaining unit solely due to a determination that they have confidential status, shall receive wages and benefits equal to or greater than those provided under the applicable union contract. This policy will only apply to compensation, insurance, vacation, paid sick leave, holidays, and other leaves of absence.
- 1.5 **Governance of the Classified Service.** Except as provided in Sections 1.2, 1.3, and 1.4 employees in the classified service shall be subject to the provisions of these policies regarding employee benefits.
- 1.6 **Governance of the Unclassified Service.** Unclassified employees in the county personnel system shall be subject to the provisions of these policies.

All other terms and conditions of employment for these employees shall be equal to those of other county employees who are not subject to a collective bargaining agreement.

## **Section 2: Definitions**

The terms defined in the Ramsey County Personnel Act shall have the meanings assigned to them in the Act whenever they are used in this description of employee benefits. In addition, the terms defined in the Personnel Rules shall have the meanings assigned to them in Rule 3 (Definitions) of that document.

## **Section 3: Normal Work Hours**

**3.1 Normal Work Hours.** Normal hours of fulltime employment for Ramsey County employees shall be from 8:00 a.m. to 4:30 p.m., Monday through Friday. A department head may adjust start and end times for individual employees.

**3.2 No Guarantee of Work Hours.** No language contained in the provisions of any section under this policy shall be construed as a guarantee of hours of work per day or per week.

**3.3 Alternative Schedules.** A department head shall consult with the Director prior to implementing an alternative, permanent full-time schedule for a work unit (to the one described in Section 3.1). Departments shall consider whether the revised schedule provides for the maintenance of adequate service levels in the affected department.

**3.4 Lunch and Rest Periods.** Employees shall be entitled to a forty-five (45) minute lunch period and two fifteen (15) minute rest periods – one each in the first and second half of an eight (8) hour shift. Lunch and rest periods shall be scheduled as necessary to facilitate departmental operations.

**3.5 Lactation Breaks.** Lactating employees have the right to reasonable break time to express milk at work, pursuant to Minn. Statute 181.939. Such break times are with pay, unless the employee is expressing milk during a break that is not usually paid, such as a meal break. Lactating employees must have access to a clean, private and secure room that is not a bathroom near the work area that includes access to an electrical outlet for employees to express milk.

**3.6 Hours of Compensation.** Employees who (a) work the scheduled hours set forth in Section 3.1, or the hours determined by an alternative schedule under the provisions of Section 3.3, and (b) take rest, lunch, or lactation breaks in accordance with the provisions of Sections 3.4 and 3.5, shall be compensated for forty (40) hours of work per week.



## Section 4: Overtime

**4.1 Basis of Overtime Accrual.** Except as noted in Sections 4.2 and 4.3, employees required to work in excess of forty (40) hours per week, shall earn overtime at the rate of time and one-half (1 and ½).

**4.2 Fair Labor Standards Act Exemptions.** Exemptions to Section 4.1 may be made based on the following exemptions provided for in the Fair Labor Standards Act (FLSA):

- a) For law enforcement personnel and corrections personnel who have responsibility for controlling and maintaining custody of inmates and of safeguarding them from other inmates or for supervising such functions, a work period of 7 to 28 days may be established by the appointing authority subject to approval by the Director. During this work period, employees shall be paid at their straight rate of pay, until the number of hours worked exceeds the number of hours which bears the same relationship to 171 as the number of days in the work period bears to 28; at which time, the additional hours shall be compensated at time and one-half (1 and ½) as prescribed in the FLSA.
- b) For workers in residential care establishments, a fourteen (14) day work period may be established by the appointing authority subject to the approval of the Director. Workers employed in residential care establishments must receive time and one-half (1 and ½) for all hours worked over eight (8) in any workday and over 80 in the 14-day work period.
- c) Persons employed on a seasonal basis, as defined in Personnel Rule 3.25 (Seasonal Employment), shall earn overtime under the provisions of Section 4.1, except for seasonal employees of the Parks and Recreation Department who will earn overtime for work in excess of forty-eight (48) hours in a week at the rate of time and one-half (1 and ½).

The above-noted exemptions are not intended to be an exhaustive list. If other exemptions are added to the Fair Labor Standards Act, such exemptions may be incorporated under this policy.

**4.3 Exempt Employees.** The Director shall identify those classes, which are exempt from the overtime provisions of the Federal Fair Labor Standards Act and shall inform county departments of the exempt/non-exempt status of each class. Employees whose positions are allocated to classes which have been determined to be “exempt” shall be precluded from earning overtime under the provision of Section 4.1 but may earn overtime under the provisions of Section 4.4.

**4.4 Overtime Provisions: Exempt Employees.** Exempt employees shall not qualify to earn overtime payments except in unusual circumstances. Under such circumstances, the County Manager may approve overtime at a straight-time rate for exempt employees who have been assigned to work hours in excess of their regular schedule. With prior approval from the County

Manager exempt employees may also be allowed to earn overtime at the rate of time and one-half (1 and ½).

Circumstances under which overtime may be earned at the time and one-half (1 and ½) rate include, but are not limited to:

- a) circumstances in which the proposed overtime compensation is necessary based on established community practices, or
- b) circumstances which constitute a state of emergency as determined by the County Manager. The County Manager's approval shall be contingent upon receipt of appropriate evidence from the department head, documenting the circumstances, which warrant overtime payment at the time and one-half (1 and ½) rate.

**4.5 Required Approval for Overtime Work.** All overtime work must be given prior approval by the employee's department head or the department head's designee, except that overtime work required in order to respond to an emergency situation may be approved after the fact.

**4.6 Calculation.** All overtime earned shall be calculated based on the nearest fifteen (15) minutes worked.

**4.7 Accrual and Liquidation of Overtime.** Accumulated overtime shall be liquidated according to the following provisions:

- a) All overtime in excess of sixty (60) hours shall be liquidated in the form of time off or cash payment by December 31 of each year. Upon request, the Director may authorize the carry-over of overtime in excess of sixty (60) hours to the next half year accounting period; any overtime carried over in this fashion must be liquidated by June 30 of that year.
- b) The appointing authority may order the liquidation as either time off, or in cash, of accumulated overtime in excess of sixty (60) hours upon ten (10) working days' notice to the employee.

**4.8 Liquidation of Overtime for Transferring Employees.** Except as noted in (a), an employee who transfers to, or is appointed by another county department, shall be compensated for all authorized overtime, which they have accrued prior to their transfer or appointment date. Such overtime shall be liquidated either as time off, or in cash, at the discretion of the appointing authority under which the overtime was earned.

- a) **Transfer of Accrued Overtime Balances.** The appointing authority in the department to which an employee has been transferred or new appointed has the discretion to let the employee transfer all or part of their overtime accrual to that department.

**4.9 Liquidation of Overtime for Employees Separating from County Service.** An employee who separates from county service by reason of retirement, resignation, dismissal or layoff

shall be paid for all authorized overtime, which they have accrued. Compensation for any overtime accrual remaining at the time of separation from county employment shall be made in cash as prescribed in the FLSA.

## **Section 5: Dates for Determining Benefit Accrual**

**5.1 Original Employment Date.** An employee's original employment date is their first day of work for Ramsey County, except as provided in Section 5.3.

**5.2 Benefit Date.** A full-time employee's benefit date is the date the payroll/personnel system will use to determine the amount of time in hours the employee has accumulated toward the accrual of benefits. This benefit date is determined by adjusting the original employment date for the number of pay periods in which all unpaid leave equals or exceeds forty (40) hours in a pay period, except as provided in Sections 5.3, 11.1 (Military Leaves) and 11.3 (d) (Leave for Political Office).

**5.3 Employees of Agencies Acquired by the County.** The original employment and benefit dates for those employees working for other agencies which are acquired by Ramsey County may vary from the descriptions in Sections 5.1 and 5.2 depending upon the terms of the acquisition agreement.

## Section 6: Holidays

The following are declared to be holidays:

New Year's Day .....	January 1
Martin Luther King's Birthday .....	Third Monday in January
President's Day .....	Third Monday in February
Memorial Day .....	Last Monday in May
Juneteenth Day .....	June 19
Independence Day .....	July 4
Labor Day .....	First Monday in September
Veteran's Day .....	November 11
Thanksgiving Day .....	Fourth Thursday in November
Friday after Thanksgiving .....	Friday after Thanksgiving
Christmas Day .....	December 25
Floating Holiday .....	8 hrs. per year
.....	to be granted upon approval by the appointing officer

When New Year's Day, Independence Day, Juneteenth Day, Veteran's Day or Christmas Day falls on Sunday, the following day shall be the holiday. When New Year's Day, Independence Day, Juneteenth Day, Veteran's Day or Christmas Day falls on Saturday, the preceding day shall be the holiday.

**6.1 Eligibility for Paid Holidays.** Employees are eligible for paid holidays as follows:

- a) Every full-time permanent, probationary or unclassified employee except as indicated in 6.1 (d) shall be eligible for all of the above-listed holidays.
- b) Part-time permanent, probationary or unclassified employees shall be eligible to earn holiday pay on a pro rata basis, provided that they are assigned a regular work schedule (as opposed to being subject to call or to work when available) of not less than thirty-two (32) hours per pay period.
- c) Provisional employees shall be eligible for all of the above-listed holidays except floating holidays.
- d) Employees assigned to work the shift of six (6) days on and three (3) days off or four (4) days on and two (2) days off shall not be eligible for holidays.
- e) Seasonal, intermittent, and temporary employees shall not be eligible for holidays.
- f) In order to receive holiday pay, an eligible employee must have worked, or been on paid status, on their regularly scheduled workdays immediately before and after the holiday.

**6.2 Floating Holidays for Full-Time Employees.** Effective 1/1/2022 the Floating Holiday accrual method will be as described below:

- a) Employees shall be entitled to up to eight (8) hours per year.

- b) Any floating holiday in excess of the maximum accumulation allowed shall be lost to the employee annually on the pay period which includes June 30th.
- c) Full-time and part-time employees receive up to eight (8) hours of floating holiday annually on the first full pay period following the pay period including June 30th, prorated for part-time employees.
- d) Employees who have worked less than 6 months will not be paid for unused floating holiday if terminating employment.
- e) Floating holidays shall be taken at a time mutually agreeable to the employee and the department.

**6.3 Floating Holidays for Part-Time Employees.** Part-time permanent, probationary or unclassified employees receive floating holiday in the same manner outlined above for full-time employees. The number of hours they receive will be prorated based on their standard hours as of June 30th each year.

**6.4 Use of Floating Holiday Hours.** An employee wishing to use floating holiday hours must obtain advance permission from their appointing officer. Floating holiday hours must be used during the 12-month period beginning July 1st and will not be carried over from one 12-month period to the next.

**6.5 A Holiday Falling on a Regular Day Off.** If a holiday falls on an eligible employee's regular day off the employee may either receive pay for the holiday or be granted alternate time off at the discretion of the appointing officer. If an employee is required to work on a scheduled holiday the employee will be granted alternate time off with pay at a time approved by the appointing officer. The provision does not apply to employees subject to Section 6.6.

**6.6 Compensation for Work on Christmas Day or New Year's Day.** An employee assigned to work the shift of six (6) days on and three (3) days off or four (4) days on and two (2) days off who works at least five (5) hours of an eight (8) hour shift on Christmas Day or New Year's Day shall receive straight time of the actual hours worked, plus credit for the same number of hours as the actual hours worked which shall be compensated by pay or time off at the discretion of the appointing officer. Any other full-time or part-time permanent, probationary or unclassified employee who works at least five (5) hours of an eight (8) hour shift on Christmas Day or New Year's Day shall receive straight time for the actual hours worked, plus credit for twice that number of hours shall be compensated by pay or time off at the discretion of the appointing officer. Seasonal, intermittent, and temporary employees shall not be eligible for additional hours under this section.

**6.7 Religious Holidays.** When a religious holiday, observed by an employee but not observed as a holiday under this section, falls on the employee's regularly scheduled workday, the employee shall be entitled to that day off to observe the religious holiday, and may use vacation, compensatory time, floating holidays, accumulated holiday time or unpaid leave to

observe the religious holiday. Employees shall notify the appointing officer at least five (5) working days prior to the leave.

**6.8 Authority to Declare a County Holiday.** If the Ramsey County Board of Commissioners, by appropriate resolution, declares any other day to be a holiday, it shall be granted without pay unless otherwise specified by the County Board.

## Section 7: Vacation

### 7.1 Rate of Accrual for Employees Covered by the Federal Fair Labor Standards Act.

Permanent, probationary or unclassified employees in job classes which are covered under the provisions of the Federal Fair Labor Standards Act (FLSA) shall earn vacation at the rates prescribed below. For full-time employees, vacation accrual is based on the time that has passed since the employee's benefit date as described in Section 5.2 (Benefit Date). For part-time employees, vacation accrual is based on their actual hours of paid service. Job classes covered by the Federal FLSA may be assigned to the vacation schedule described in Section 7.2 at the Director's discretion.

Length of Employment	Accrual in Hours/ Pay Period	Yearly Accrual in Hours/Days	Max Accrual Hours
Less than 4 years	3.6923	96/ 12 days	240
Between 4 and 9 years	4.6154	120/15 days	300
Between 9 and 15 years	5.2308	136/17 days	340
Between 15 and 23 years	6.4615	168/21 days	420
23 years or more	7.6923	200/25 days	500

**7.2 Rate of Accrual for Employees Exempt from the Federal FLSA.** Permanent, probationary or unclassified employees in job classes which are exempt from the provisions of the Federal FLSA shall earn vacation at the rates prescribed below. For full-time employees vacation accrual is based on the time that has passed since the employee's benefit date as define in Section 5.2 (Benefit Date). For part-time employees vacation accrual is based on their actual number of hours of paid service. Exempt job classes may be assigned to the vacation schedule described in Section 7.1 at the Director's discretion.

Length of Employment	Accrual in Hours/ Pay Period	Yearly Accrual in Hours/Days	Max Accrual
Less than 4 years	4.6154	120/ 15 days	300
Between 4 and 15 years	6.1538	160/ 20 days	400
Between 15 and 23 years	6.4615	168/ 21 days	420
23 years or more	7.6923	200/ 25 days	500

**7.3 Adjustments to Initial Vacation Accrual – Credit for Previous Service.** The appointing officer may, at their discretion, recommend to the Director that a new hire be given credit for length of service for all, or a portion, of any employment experience directly related to the position to which the employee is being appointed or to match the current vacation accrual provided by the employee's most recent employer. The recommendation must be made in writing and be based on the appointing officer's assessment of the employee's qualifications beyond the minimum requirements, recruitment considerations, or service accrual provided by the employee's previous employer. The appointing officer must submit documentation of the



qualifying service with the recommendation. At his/her discretion, the Director may authorize length of service credit for all, none, a portion of the related experience, or the practice of the previous employer. This length of service credit, plus the employee's subsequent actual length of service with the county, will be the basis for future vacation accrual determinations. No additional length of service credit for qualifications obtained prior to county employment shall be granted after initial appointment to the county.

Current employees shall have 120 calendar days from the effective date of the adoption of this policy to request credit for up to five years of prior relevant employment experience. The employee must submit documentation of the qualifying service to their appointing officer for approval. The appointing officer shall then forward the request to the Director for consideration. At his/her discretion, the Director may adjust the length of service credit to reflect credit for all, none, a portion of the related employment experience, or the practice of the previous employer. Any change in length of service shall be effective the pay period in which the Director approves the request and shall only affect future leave accruals. Adjustments determined by the Director shall be final.

**7.4 Loss of Accrual.** Full-time permanent, probationary or unclassified employees shall not earn vacation credit for a pay period if unpaid leaves of absence in that pay period equal or exceed forty (40) hours in a pay period, except as provided in Sections 11.1 (Military Leaves), and 11.3 (d) (Leave for Political Office).

**7.5 Eligibility of Part-Time Employee.** Part-time permanent, probationary or unclassified employees shall be eligible to earn vacation credit provided that they are assigned a regular work schedule (as opposed to being subject to call or to work when available) of not less than thirty-two (32) hours per pay period. Prorated vacation leave accruals per pay period are calculated as the number of hours of paid service (except overtime) divided by eighty (80) hours and multiplied by the employee's rate of accrual (See Section 7.1 and 7.2).

**7.6 Eligibility of Provisional Employees.** Provisional employees shall not be eligible for paid vacation unless the provisional employee has permanent status in the county in another job title. However, if a provisional employee gains probationary or permanent status with no break in service, they shall receive credit for prior employment as a provisional in determining vacation accrual.

**7.7 Employees Not Eligible for Paid Vacation.** Seasonal, intermittent, and temporary employees shall not be eligible to earn paid vacation leave.

**7.8 Accumulation of Vacation.** Effective January 1, 2022, vacation may be accumulated to a maximum of two- and one-half times (2.5) twice the annual vacation earning rate of the employee. Any vacation accrued in excess of the maximum accumulation allowed shall be lost to the employee on the pay period including June 30th of each year.

**7.9 Advance of Vacation.** Eligible employees wishing to use vacation must obtain advance permission from their appointing officer. Employees may be advanced up to forty (40) hours of vacation before it is accrued, subject to the approval of the appointing officer. Advance can be requested during an employee's initial probationary period. Such hours must be repaid from the employee's future accrual. If an employee leaves county employment before repayment is complete, the remaining amount will be deducted from the employee's final check. If there are not sufficient funds, the employee will be required to repay the county the value of those hours.

**7.10 Reports of Vacation Usage.** Appointing officers shall maintain records of vacation used by each of their employees. Such records shall be maintained in the form and manner prescribed by the Human Resources Department.

**7.11 Earned Vacation Upon Separation.** Upon separation from county employment, a permanent or probationary employee shall be granted vacation pay earned up to the time of separation.

**7.12 Return from Unclassified Service.** Any employee holding an unclassified position excluded from the county personnel system under Section 383A.281, Subdivision 13 of the Act who later receives an appointment to a position in the county personnel system, shall receive credit for prior employment in the unclassified service outside the county personnel system in determining vacation leave, provided such service has been continuous and there has been no break in employment between the service outside and within the county personnel system.

**7.13 Rate of Vacation Accrual for Non-Union Employees affected by MN Statute 43A.17, Subd. 9.** Employees covered by this policy shall:

- a) Receive a credit to their vacation accrual in lieu of annual salary above the statutory limit based on a calculation of the difference between the employee's capped salary and the salary established/approved for their single position under the Ramsey County Compensation Plan, Salary Schedule 98B, based on 2080 hours and 26 pay periods per year.
- b) Calculation of vacation accrual credit shall be as follows:
  1. Determine annual/hourly salary established under Compensation Plan.
  2. Determine annual/hourly salary as established by Statute 43A.17, Subd. 9.
  3. Employee's salary under compensation plan, minus employee's salary under statute, divided by employee's hourly rate, equals the vacation hours to be credited to employee per pay period.
- c) Be exempt from Ramsey County Benefit Policy 7.8 Accumulation of Vacation up to the amount credited them under this policy.

## **Section 8: Sick Leave – With Pay**

**8.1 Eligibility for Sick Leave.** Based on the employment type, employees may be eligible to earn paid sick leave as follows:

- a) Full-time permanent, probationary, provisional and unclassified employees shall earn sick leave at the rate of 4.6154 hours each bi-weekly pay period.
- b) Part-time permanent, probationary, provisional or unclassified employees shall earn sick leave credit provided they are assigned a regular work schedule (as opposed to being subject to call or to work when available) of not less than thirty-two (32) hours per pay period. Prorated sick leave accrual per pay period is calculated as the number of paid hours (except overtime) divided by eighty (80) hours multiplied by the accrual rate (4.6154 hours per pay period).
- c) Effective January 1, 2024, seasonal, intermittent, and temporary employees shall earn paid sick and safety leave at the rate of one (1) hour for every thirty (30) hours worked, up to a maximum of forty-eight (48) hours a year.

**8.2 Loss of Accrual.** All employees eligible to accrue sick leave shall not earn sick leave credit for a pay period if unpaid leaves of absence in that pay period exceed forty (40) hours, except as provided in Section 11.1 (Military Leaves), and 11.3 (d) (Leave for Political Office).

**8.3 Accumulation of Sick Leave.** Employees eligible for sick leave with pay may accumulate sick leave as follows:

- a) Eligible full-time and part-time employees may accumulate sick leave without any maximum restriction.
- b) Effective January 1, 2024, eligible seasonal, intermittent and temporary employees may accumulate sick leave up to 48 hours per year, allowing for annual carryover up to a maximum balance of 80 hours.

**8.4 Accumulation for Provisional Employees.** Provisional employees, who become probationary or permanent, provided there has been no break in service, shall receive credit for all unused sick leave earned during the provisional employment.

**8.5 Transfer of Sick Leave Accumulation.** Employees transferring from another merit system in accordance with the provisions of Rule 11.6 (Transfers from another Merit System) of the Personnel Rules may transfer their accumulated sick leave at the discretion of the appointing officer. Under no circumstances may the transferred sick leave exceed what the employee would have accumulated during an equal time period with the county. Seasonal, intermittent and temporary employees are ineligible to transfer sick leave from another merit system.

**8.6 Use of Sick Leave.** Employees eligible to accrue sick leave may use sick leave as it is accrued. Sick leave may be authorized for the following reasons, with limitations as specified:

- a) **Employee Health.** Employees must use accumulated sick time for the health care treatment of the employee, or for illness or injury which precludes the employee from the performance of their duties. Employees may use their full sick allowance for this purpose.
- b) **Child.** Employees must use accumulated sick time for the health care treatment of the employee's child, or for the care of an ill-injured child. Employees may use their full sick allowance for this purpose.
  - i. In accordance with Minnesota Statute 181.9445, "minor child" includes a foster child, legal ward, child for whom the employee is legal guardian, or child to whom the employee is/was in loco parentis. "Minor child" includes the child of a spouse or domestic partner.
  - ii. This policy extends the definition of child to include a child who is 18 years or older and is incapable of self-care because of a mental or physical disability.
- c) **Family Member.** Employees must use accumulated sick leave to provide care for the employee's adult child, spouse or domestic partner, sibling, parent, in-laws, grandchild, grandparent, or other family member as defined by Minnesota Statute 181.9445. Employees may use their full sick allowance for this purpose.
- d) **Safety Leave.** Employees must use accumulated sick leave for safety leave of the employee or employee's family member as defined in paragraph (c). For the purposes of this section, "safety leave" is for the purpose of providing or receiving assistance due to domestic abuse, sexual assault, or stalking, in accordance with Minnesota Statute 181.9447.
- e) **Household Member.** Sick leave not to exceed forty (40) hours in any one instance may be used as a result of a serious illness or injury of a person regularly residing in the employee's immediate household, who is not a family member as defined by paragraph (c), to attend to the needs of the ill-injured person. Sick leave for this purpose may not be compounded with sick leave used in paragraphs (c) or (d).
- f) **Childbirth.** An employee who gives birth must use sick leave for childbirth and subsequent recovery, typically six (6) weeks for vaginal birth or eight (8) weeks for cesarian-section birth.
- g) **Bonding.** Sick leave not to exceed eighty (80) hours may be used for child bonding following the birth or adoption of the employee's child or a child regularly residing in the employee's immediate household. The leave must be consecutive and taken within twelve (12) months of the birth or adoption. Paragraphs (f) and (g) cannot be compounded.

- h) **Pregnancy.** Pregnant employees shall be eligible for sick leave and reasonable accommodation due to pregnancy in the same manner as is provided for any other ill or injured employee until such time as the employee is able to perform the duties of the position.
- i. The appointing authority may require that the employee furnish evidence, as outlined in Section 8.8, that they are unable to perform the duties of the position.
  - ii. Medical documentation will not be required if a pregnant employee requests certain workplace accommodations, to include:
    - Longer or more frequent food, water, and restroom breaks,
    - Access to seating, and/or
    - Limits on lifting greater than 20 pounds.
- i) **Bereavement.** Sick leave not to exceed eighty (80) hours may be utilized upon the occasion of death in the employee's family, as defined by paragraph (c) and Minnesota Statute 181.9445. Bereavement leave may include the need to make arrangements for or attend funeral services or a memorial, or to address financial or legal matters that arise after the death of a family member.

**8.7 Notice for the Use of Sick Leave.** The appointing officer or Director may require that an employee who requests to use sick leave with pay provide advance notice for the use of sick leave to be approved. The appointing officer or Director must have a written procedure for how the employee provides such notice.

- a) When an absence is foreseeable, the appointing officer or Director may require no more than seven (7) days' advance notice.
- b) When an absence is unforeseeable, an employee is required to provide notice as soon as practicable.

**8.8 Documentation for the Use of Sick Leave.** The appointing officer or Director may require that an employee on sick leave with or without pay provide reasonable documentation attesting to the necessity of the leave, the employee's ability to return to work, proof of death in the employee's family, or other information deemed necessary. Reasonable documentation must identify the leave is for an authorized reason as described in Section 8.7 but may not require details relating to medical condition or other sensitive information, unless requested by Human Resources.

- a) Reasonable documentation may be requested at the discretion of the appointing officer or Director.
- b) Reasonable documentation may only be required if the absence is more than three (3) consecutive workdays.

- c) Reasonable documentation may include a report from a healthcare professional, court records, other documentation signed by an authority such as an attorney or police officer, or other record.
- d) If it is not reasonably possible for an employee to provide such documentation, the employee may provide a written statement by the employee certifying the use of sick leave with pay is for an authorized reason as described in Section 8.6.
- e) If the employee fails or refuses to supply the requested documentation, or if the documentation does not clearly establish the employee's use of sick leave for an authorized reason, the appointing officer or the Director may cancel an employee's sick leave and require the employee to report for duty on or by a specific day.
  - i. An employee denied sick leave under this section may appeal to the Director.

**8.9 Retaliation Prohibited.** An employee who exercises or attempts to exercise their right to the approved use of sick leave with pay is protected against retaliation or discrimination, pursuant to Minnesota Statute 181.9447.

**8.10 Requirement to Exhaust Paid Sick Time.** An employee eligible to use paid sick time is required to use all paid sick time until exhaustion, unless otherwise specified in Section 8.6.

a) An employee may choose to retain a sick bank of up to eighty (80) hours rather than exhaust all paid sick hours.

b) If the employee elects to retain a sick leave bank, the employee may not use any time from that bank until the employee returns from unpaid leave.

c) If the employee does not return from continuous unpaid leave, the time retained in the employee's sick leave bank will be lost to the employee.

**8.11 Advance of Sick Leave.** After exhaustion of accrued sick leave, full-time and part-time employees eligible to accrue paid sick leave may request an advance of up to forty (40) hours of paid sick leave before it is accrued to be used for a specific reason, subject to the approval of the department head. Advance can be requested at any time, including during an employee's initial probationary period. Advanced hours may be used for any reason listed in Section 8.6. Reasonable documentation can be requested.

- a) Such hours must be repaid from the employee's future accrual. If an employee separates from the county or transitions to a seasonal, intermittent or temporary status, before repayment is complete, the remaining amount will be deducted from the employee's next or final check. If there are not sufficient funds, the county reserves the right to send the balance to collections, administered by the Finance Department.
- b) Seasonal, intermittent, and temporary employees are not eligible for advance of sick leave.

**8.12 Use of Other Paid Leave for Sick Leave Purposes.** Upon exhaustion of allowable paid sick leave, an employee may request to use other accrued time, such as vacation, for the purposes of sick leave. Authorization of the use of other paid leave is subject to department approval. Supporting documentation may be required.

a) An employee who elects to maintain a bank of sick time, as outlined in Section 8.10, may also request to use other accrued time.

**8.13 Engaging in Other Employment While on Sick Leave.** An employee on sick leave with or without pay who engages in other employment without written approval of the appointing officer shall be subject to discharge in accordance with Section 383A.294 of the Act and Rule 24 (Causes for Disciplinary Action) of the Personnel Rules.

**8.14 Illness While on Vacation.** Should illness or injury occur while an employee is on vacation, the period of illness or injury may be charged to sick leave and the charge to vacation reduced accordingly. An employee requesting such a change may be required to submit a written statement from a physician attesting to the illness or injury and the period of disability.

**8.15 Reports of Sick Leave Usage.** Appointing officers shall maintain records of sick leave used by each of their employees. Such records shall be maintained in the form and manner prescribed by the Human Resources Department.

**8.16 Conversion of Sick Leave Credit to Vacation.** Employees may be eligible to convert accumulated sick leave to vacation in two different ways:

- a) Employees with an accumulation of sick leave credit in excess of 180 days (1440 hours) may convert the excess hours to vacation at the rate of sixteen (16) hours sick leave to eight (8) hours of vacation, not to exceed forty (40) hours in any calendar year. The vacation days must come under the maximum accumulation allowable under Section 7.8 (Accumulation of Vacation).
- b) Full-time employees, and part-time employees (on a prorated basis, based on hours worked), who do not utilize any sick leave hours in a three (3) month period shall have the option of converting four (4) hours of sick leave to vacation or pay at the option of the employee. The three (3) month periods are from January 1- March 31, April 1- June 30, July 1- September 30, October 1- December 31.
- c) Seasonal, intermittent, and temporary employees are not eligible to convert sick leave credit to vacation.

**8.17 Appointment to a County Position Outside the Personnel System.** Any employee holding an unclassified position excluded from the County Personnel System under Section 383A.281, Subdivision 13 of the Act, who later receives an appointment to a position in the County Personnel System, may be granted an initial sick leave accumulation equivalent to the cumulative sick leave credit the employee has at the time of appointment. In no case will an

employee be granted greater sick leave credits than they would have been entitled to as an employee under these benefit policies.

**8.18 Loss of Earned Sick Leave.** All sick leave credits shall expire on an employee's date of separation from county employment, except as described in Section 12.9 (Separation Pay). However, if the employee is reinstated or re-employed as a permanent or probationary employee under the provisions of Rule 12.3 (Reinstatement After Resignation) of the Personnel Rules, all previously accumulated and unused sick leave shall be reinstated unless the employee has received separation pay under Section 12.9 (Separation Pay) of these benefit policies.

- a) Seasonal, intermittent, and temporary employees are eligible for reinstatement of accumulated and unused sick leave, if the employee is re-employed by the county within 180 days of separation. Maximum accruals apply.



## **Section 9: Sick Leave – Without Pay**

**9.1 Eligibility for Sick Leave Without Pay.** An employee unable to work due to their own health condition whose paid sick leave is exhausted may be eligible for sick leave without pay, consistent with the provisions of FLSA, as follows:

- a) Permanent, probationary or unclassified employees may be granted a continuous medical leave of absence for a period not to exceed two (2) years. When there are fewer than three (3) months between periods of leave of absence under this section for the same illness or injury, the periods of absence will be added together to determine the length of leave that may not exceed two (2) years.
- b) Provisional employees who do not have permanent status with the county may be granted a leave of absence at the discretion of the appointing officer for a period not to exceed six (6) months.
- c) Seasonal, intermittent or temporary employees shall not be eligible for sick leave without pay under the provisions of this section, unless the employee qualifies for and is approved for a leave of absence protected by state or federal law, including the Family Medical Leave Act

**9.2 Reinstatement Rights.** Employees on sick leave without pay will return at the same seniority in their salary schedule, will retain promotion rights, and will earn vacation schedule seniority while on sick leave without pay.

- a) A permanent or probationary employee who is granted a leave of absence without pay for illness or disability shall have the right to be reinstated to:
  - i. The employee's former position in the department if the unpaid absence is for sixty (60) calendar days or less.
  - ii. A position in the department in the classification held at the time the unpaid leave started if the absence is no longer than sixty (60) days. If all positions in the classification in the department are filled, the employee with the least amount of class seniority in that department shall be reassigned or laid off in accordance with Rule 35.3 (Reassigned to another Department/Layoff and Rule 11 (Filling Vacancies through Transfer or Voluntary Reduction) of the Personnel Rules.
  - iii. If all positions in the employee's class have been abolished, the provisions of Rule 35.4 (Seniority Rights to Previously Held Titles) and Rule 12 (Filling Vacancies through Reinstatement) of the Personnel Rules shall apply.
- b) Unclassified employees may be reinstated at the discretion, and under the terms set by, the appointing authority.
- c) Provisional employees who do not have permanent status may be reinstated at the discretion of the appointing authority, and under the conditions described in Section 11.9 (Provisional Employees Returning from Leave of Absence).

**9.3 Evidence of Ability to Return to Work.** When requested by the appointing officer or the Director, an employee on sick leave without pay must present a physician's statement attesting to their fitness to return to work before being allowed to return to work.

**9.4 Inability to Return to Work due to Medical Condition Affecting Fitness for Work.** For an employee unable to present evidence of ability to return to work due to a medical condition affecting their ability to continue to work in their current position, the provisions of Rule 33 (Employee and Management Rights/Responsibilities in Cases of Medical Condition Affecting Fitness for Work) shall apply.

## **Section 10: Sick Leave – Workers’ Compensation**

**10.1 Recovery Period.** Employees who are eligible to receive sick leave pay who are injured while performing work within the scope of their employment for Ramsey County and are rendered incapable of performing their duties are required to use earned sick leave in an amount equal to the difference between any Workers’ Compensation payments and 100% the employee’s normal daily salary. If an employee has no earned sick leave, or exhausts their accrued sick leave, they may elect to use earned vacation, compensatory time, floating holidays or accrued holiday time to pay the difference between Workers’ Compensation and 100% their normal daily salary.

**10.2 Payment Limit.** Nothing in this section shall be construed to permit an employee to receive combined wage and Workers’ Compensation benefits exceeding the employee’s normal daily salary.

**10.3 Leave of Absence Due to Work-Related Injury.** Any employee injured while performing work within the scope of their employment for Ramsey County who is unable to resume the duties of their position after exhaustion of their accumulated normal sick leave, and who uses or elects not to use vacation, compensatory time, floating holidays or accrued holiday time, shall be granted an unpaid medical leave of absence for a maximum of two (2) years.

## Section 11: Leaves of Absence

**11.1 Military Leaves of Absence.** The procedural requirements specified by Minnesota Statute 192 and United State Code, Chapter 43 shall govern the granting and use of military leave and shall supersede the following policies regarding leave of absence. All permanent, probationary, unclassified, provisional, seasonal and intermittent employees are eligible for military leave. Temporary employees shall not be eligible for military leave.

**11.2 Mandated Leaves of Absence with Pay.** All employees are eligible for the following paid leaves as mandated by state statute. An employee's request for a leave of absence under (a) or (b) below shall be submitted in writing to the appointing officer. The request shall state the reason for the leave of absence and the length of time off the employee desires.

- a) **Jury Duty.** Employees shall be granted a leave of absence with pay any time they are required to report to jury duty. All fees for jury duty served during the employee's normal work hours, except those paid for meals and mileage, shall be returned to the employer. Any of the employee's normal work hours not spent on jury duty shall be worked.
- b) **Bone Marrow Donation.** Any employee who has agreed to undergo a medical procedure to donate bone marrow shall be granted a paid leave of absence of up to forty (40) hours. The leave may be extended at the discretion of the appointing officer. The appointing officer may require the employee to present a physician's verification. Once leave has been taken related to bone marrow donation it may not be rescinded even if the employee is later rejected as a donor for medical reasons
- c) **Voting Time Leave.** Every employee eligible to vote in an election is entitled to paid leave for the time necessary to appear in person, cast a ballot during the early in-person voting period or the day of the election, and return to work. Paid time for voting also includes the time necessary to turn in an absentee ballot to a voting office in person pursuant to Minn. Statute 203B.081. Such leave for voting time will be without penalty or deduction from salary or wages because of absence. The appointing officer may require that any request for time off to vote be made in advance and may specify the time when an employee may be absent for voting purposes.
- d) **PERA Duty Disability.** An employee approved for psychological treatment by PERA for Duty Disability benefits will be placed on leave of absence with pay for the duration of the treatment period, up to 24-32 weeks. During the leave, the employee will continue to receive full salary and benefits and will be reimbursed for treatment costs not covered by health insurance, pursuant to Minn. Statute 352B.102

**11.3 Mandated Leaves of Absence without Pay.** Employees are eligible for the following unpaid leaves mandated by state statute as outlined in the paragraphs below. An employee's request for a leave of absence shall be submitted in writing to the appointing officer. The

request shall state the reason for the leave of absence and the length of time off the employee desires.

- a) **Parental Leave for Birth or Adoption of a Child.** Parental leaves without pay shall be granted in addition to any authorized paid leave. At the discretion of the parent, the time off shall begin before or at the time of their child's birth or immediately following any authorized paid leave taken at the time of or after the child's birth; or at the time of child's adoption for the purpose of arranging the child's placement or caring for the child after placement. Eligibility for parental leave is as follows:
  - i. Permanent, probationary or unclassified employees shall be granted up to six (6) months unpaid parental leave.
  - ii. Provisional employees without permanent status, seasonal, intermittent or temporary employees shall be granted up to twelve (12) weeks unpaid parental leave.
  - iii. See also Section 12.12 Paid Parental Leave.
- b) **Leave for Child's School Functions.** Up to sixteen (16) hours of unpaid leave shall be granted for an employee to attend school conferences or classroom activities for their child, as defined in Section 8.7 (b) (Use of Sick Leave), if those events cannot be scheduled during non-work hours. Eligibility for this type of leave is as follows:
  - i. Permanent, probationary or unclassified employees are eligible.
  - ii. Provisional employees without permanent status, seasonal, intermittent or temporary employees are only eligible if they have worked for the county for at least the preceding twelve (12) months and have worked an average of twenty (20) hours or more per week during that twelve (12) month period. The employee must obtain advance permission from their appointing officer if the need for the leave is foreseeable. An employee may choose to use accrued vacation or earned compensation time rather than unpaid leave.
- c) **Leave to Accept an Unclassified Position.** Leave to accept an appointment to the unclassified service shall be granted to all classified permanent or probationary employees. At the termination of the unclassified service the employee shall be reinstated to the classified service as provided in Section 383A.285, Subdivision 8 of the Act. An employee returned to their former class shall suffer no loss in class seniority. The time of employment in the unclassified service shall count toward length of service for determining salary and benefits if the employee returns to the classified service with no break in service.
- d) **Leave for Political Office.** Leaves without pay shall be granted employees serving as a legislator or who have been elected to full-time city or county office in Minnesota. Upon completion of the legislative year or completion of work related to legislative office or final day of office, the employee shall be reinstated pursuant to Minnesota Statutes

Section 3.088 (2) and Section 308. Consistent with this statute, the provisions of Sections 11.6 through 11.9 shall not apply to persons who have been granted leaves for political office. The provisions of this section shall not apply if the elected office is constitutionally or legally incompatible with the public employment. Employees whose principal employment is in an activity which is financed in whole or in part with funds from the Federal government may be barred from candidacy for public office pursuant to the Hatch Act (5 U.S.C. Section 1501 et seq.) or other applicable federal law. Granting of a leave of absence does not protect an employee from the provisions of the Hatch Act. It is the responsibility of the employee to determine if they are in compliance with the Hatch Act

**11.4 Discretionary Leaves of Absence.** All employees are eligible for the following discretionary unpaid leaves. An employee's request for a leave of absence shall be submitted in writing to the appointing officer. The request shall state the reason for the leave of absence and the length of time off the employee desires. Written authorization for or denial of a leave of absence shall be furnished to the employee by the appointing officer.

- a) **Personal Leave.** Personal leaves of absence without pay of up to six (6) months may be granted at the discretion of the appointing officer. Such leave may be extended, with the appointing officer's approval, not to exceed a total leave of twelve (12) months.
- b) **Educational Leave.** Educational leaves of absence without pay of up to two (2) years may be granted at the discretion of the appointing officer.
- c) **Leave for Candidacy for Political Office.** Leaves of absence without pay to run for political office of up to six (6) months may be granted at the discretion of the appointing officer. Employees whose principal employment is in an activity which is financed in whole or in part with funds from the Federal government may be barred from candidacy for public office pursuant to the Hatch Act (5 U.S.C. Section 1501 et seq.) or other applicable federal law. Granting of a leave of absence does not protect an employee from the provisions of the Hatch Act. It is the responsibility of the employee to determine if they are in compliance with the Hatch Act.

**11.5 Cancellation of Discretionary Leaves of Absence.** Discretionary leaves of absence shall be subject to cancellation by the appointing officer, if the employee is using the leave for purposes other than those specified at the time of approval or, when in the appointing officer's judgement, the interests of the county require that the employee returns to their employment.

**11.6 Effect of Leave of Absence on Salary and Benefit Accrual.** Employees on leave of absence without pay shall not be paid benefits or salary. The time period for leave does not count towards accrual of benefits and salary, except as described in Section 9.1 (Eligibility for Sick Leave Without Pay), Section 11.1 (Military Leave), Section 11.3 (c) (Leave to Accept an Unclassified Position), Section 11.3 (d) (Leaves for Elective Office), and for full-time employees' leaves of forty (40) hours or less in a pay period. Employees returning to work after leave

without pay will be paid at the same salary step held immediately before the leave began, except those employees on leaves as described in Section 11.1 (Military Leave), Section 11.3 (c) (Leave to Accept an Unclassified Position), Section 11.3 (d) (Leaves for Elective Office), and for full time employees' leaves of forty (40) hours or less in a pay period, the time period on leave shall count towards accrual of benefits and salary accrual.

**11.7 Effect of Leave of Absence on Probationary Period.** A probationary employee's time spent on leave of absence without pay shall not count toward completion of their probationary period except as described in 11.1 (Military Leaves) and 11.3 (d) (Leaves for Elective Office).

**11.8 Reinstatement Rights.** A permanent or probationary employee who is granted a leave of absence without pay shall be afforded the same reinstatement rights as those provided in Section 9.2 (Reinstatement Rights) to employees granted a leave of absence without pay for illness or disability.

**11.9 Provisional Employees Returning from Leave of Absence.** Provisional employees who do not have permanent status with the county, on leave of absence, may be reinstated to the position from which leave was taken only if the following conditions are met:

- a) The need for the employee still exists.
- b) The authority is still in force for the provisional appointment.
- c) The time limit set by the Director for the appointment has not been exceeded.

**11.10 Early Return from Leave of Absence.** An employee granted leave of absence under this section may be returned to the position from which leave was taken at any time prior to the expiration of the leave with the approval of the appointing officer.

## Section 12: Special Allowances

**12.1 Equipment Allowance.** The Ramsey County Board of Commissioners may authorize special allowances to any employee for the purpose of upkeep, maintenance or furnishing of a vehicle, uniform, or other equipment necessarily used in the performance of the duties of the position. Any allowance granted shall be paid in addition to the regular salary payable to the employee under the county salary plan.

**12.2 Saturday-Sunday Differential.** Employees receiving pro rata benefits, required to work at least five (5) hours on Saturday or five (5) hours on Sunday shall be paid a differential in addition to their regular salary at rates determined by resolution of the Ramsey County Board of Commissioners. Compensation under this paragraph will be in addition to the employee's regular salary. Seasonal, intermittent, and temporary employees, and employees working overtime are excluded from the provisions of this paragraph. Board Resolution B2022-037 effective the first full pay period following January 1, 2022, this rate shall be eighty cents (\$.80) for eligible hours on Saturday and Sunday.

**12.3 Non-Scheduled Weekend Shifts.** Full-time and regularly scheduled part-time employees as designated by the Ramsey County Board of Commissioners, shall be paid at a rate determined by Board resolution for each non-scheduled weekend shift worked. Compensation under this paragraph will be in addition to the employee's regular salary. The provisions of this section shall apply to all full shifts worked between 3 p.m. Friday and 7a.m. Monday. The weekend bonus payment shall not be paid if additional shifts are worked as a result of a voluntary exchange of hours.

**12.4 On-Call Compensation.** An employee is on call when directed by the appointing officer to remain available to be called in for work during certain specified hours. The hourly rate of pay for each classification of employees required to be on call will be determined by resolution of the Ramsey County Board of Commissioners. Board Resolution B2022-0037, effective the first full pay period following January 1, 2022, this rate shall be two dollars and fifty cents (\$2.50) per hour.

**12.5 Relief of Night Differential.** Any full-time employee or part-time employee receiving pro rata benefits, who works on a shift beginning earlier than 6 a.m., or ending later than 6 p.m., shall receive a relief or night shift differential as determined by the Ramsey County Board of Commissioners for the entire shift, provided at least four (4) hours of the shift are worked between the hours of 6 p.m. and 6 a.m. Compensation under this paragraph will be in addition to the employee's regular salary. Full-time employees or part-time employees receiving pro rata benefits who receive the night differential as the result of a continuous shift assignment shall continue to receive differential pay for all periods of paid leave as provided under the sick leave, vacation and holiday provisions of these benefit policies. Seasonal, intermittent and temporary employees, and employees working overtime are excluded from the provisions of this paragraph.



**12.6 Call-Back.** The Director may authorize four (4) hours minimum call-back pay for employees who are called back for emergency work. The employee's time is first computed on the basis of time and one-half for overtime as described in Section 4 (Overtime). When this total is not equal to or does not exceed four hours, the employee shall be paid call back pay of four hours at the employee's regular rate of pay.

**12.7 No Overlapping Pay Differentials.** Under no circumstances shall an employee receive more than one type of pay differential as described in Sections 12.1-12.6, for one period of time worked.

**12.8 Tuition Reimbursement.** Any employee who takes courses which have a direct relationship to their current or future occupation or a position they can reasonably hope to advance to, may, upon submission of evidence of successful completion of such courses, be refunded the amount of the tuition. An employee wishing to take advantage of this benefit must have the course work approved by the appointing officer prior to enrollment. Factors upon which an employee's eligibility depends, the relevancy of the course work to the employee's position and professional goals, the status of the educational institution and availability of funds, pursuant to the tuition reimbursement guidelines. Approval will not be granted for a course if a substantial equivalent is offered through the county. Tuition payments shall be limited to a maximum annual dollar amount per employee, determined by the Ramsey County Board of Commissioners. Employees shall not be eligible for tuition reimbursement when tuition has been paid or shall be paid by federal plan of "benefits for veterans and service personnel" or by other sources.

**12.9 Separation Pay.** Upon separation from county service by resignation, layoff, expiration of a leave of absence or death, a permanent employee shall be paid one half (1/2) of all unused sick leave based on their accumulated sick leave based on their accumulated sick leave hours at the time of separation, up to the following maximums, provided that:

1. That at the time of separation from county service, the employee must have been employed by the county in the classified service for at least five (5) years of full-time equivalent service prior to their separation, except that this section shall not apply to an employee whose cause of separation is death, layoff, whose position has been abolished, or who was required to retire from service under provisions of a compulsory retirement law.
2. An employee who is laid off or whose position has been abolished shall have the option of waiting until their eligibility for reinstatement expires before applying for separation pay.
3. That the rate of payment shall be based upon the regular hourly salary of the employee, in their permanent classification, at the time of separation. Separation as used in this rule means the last working day of the employee in the classified service.

4. That in the event an employee has been separated and paid for such accumulated sick leave and subsequently is re-employed, their sick leave shall be calculated as though they were a new employee.
5. No classified employee who is on a leave of absence to accept a position in the exempt service of the county shall be eligible for separation pay until their employment is finally terminated.
6. Separation payment may be deferred to January of the next calendar year if requested in writing by the employee.

<b>Option A – Accruals</b>	<b>Maximum Pay</b>
Employees with at least 100 hours sick leave and less than 480 hours:	\$5000.00
Employees with at least 480 hours sick leave and less than 850 hours:	\$10,000.00
Employees with at least 850 hours sick leave and less than 1,000 hours:	\$11,000.00
Employees with at least 1,000 hours sick leave and less than 1,150 hours:	\$12,000.00
Employees with at least 1,150 hours sick leave and less than 1,300 hours:	\$13,000.00
Employees with at least 1,300 hours sick leave and less than 1,450 hours:	\$14,000.00
Employees with at least 1,450 hours sick leave and less than 1,600 or more:	\$15,000.00
Employees with at least 1,600 hours or more:	\$16,000.00

Effective 1/1/07 employees with at least 1,600 hours and less than 1,750 hours sick leave will be eligible for \$16,000.00; employees with 1,750 or more hours sick leave will be eligible for \$17,000.00.

Effective 1/1/08 employees with at least 1,750 hours and less than 1,900 hours sick leave will be eligible for \$17,000.00; employees with 1,900 or more hours sick leave will be eligible for \$18,000.00.

Seasonal, intermittent and temporary employees are ineligible to receive separation pay for accrued and unused sick and safety leave hours.

**12.10 Emergency Closings.** Emergency closings shall be declared in accordance with County Board resolution. During severe weather or an emergency situation which affects the safety of county employees, if the County Manager or their designee closes a facility or department, or a public emergency or local public emergency has been officially declared, and employees are told by the department head or appropriate media to leave early or not to report for work, such

time shall be with pay. This additional time with pay shall be granted to employees scheduled to work and those that would have normally reported for work. Such payments shall be limited to two (2) days per calendar year (County Board Resolution 2008-267 dated August 19, 2008). This policy applies to all county employees whose positions have not been designated essential by the County Manager. It does not apply to employees who primarily work outdoors and are sent home because of inclement weather. Under no circumstances shall an employee be paid more under this section than their normally scheduled pay. If there are more than two (2) days of emergency closure per calendar year, or if an employee is otherwise ineligible for the special allowance pay, an employee is permitted to use sick leave with pay, vacation, or other paid accruals.

**12.11 Personal Effects.** Employees may submit claims to the Risk Management Department to replace personal effects or other property of the employee, which is destroyed or damaged in the course of their employment, provided that recovery cannot be made under the Workers' Compensation laws.

**12.12 Paid Parental Leave.** Eligible employees are entitled to a special allowance of paid parental leave to bond with a new child following birth or adoption, in accordance with the Paid Parental Leave policy in the Administrative Policy Manual.

- a) Eligibility applies to all classified and unclassified regular full-time and part-time benefits eligible employees who are regularly scheduled to work sixteen (16) hours or more per week after thirty (30) days of service and who are a biological or adoptive parent, or the spouse of a biological or adoptive parent.
- b) Seasonal, intermittent and temporary employees are not eligible for Paid Parental Leave.



# Board of Commissioners

## Request for Board Action

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

**Item Number:** 2024-696

**Meeting Date:** 12/17/2024

**Sponsor:** Human Resources

**Title**

Salary and Benefit Changes for Non-Represented Classified and Unclassified Employees for 2025, 2026 and 2027

**Recommendation**

Approve salary and benefit changes for non-represented employees in the classified and unclassified service of the Ramsey County Personnel System for 2025, 2026 and 2027.

**Background and Rationale**

In accordance with the Personnel Act, Minnesota Statute 383A.282, the Ramsey County Board of Commissioners is responsible for determining the compensation of all employees in the Ramsey County personnel system.

In 2019, efforts to modernize Ramsey County job classifications and compensation structure began. Unfortunately, the interruptions caused by COVID-19 and subsequent changes experience in the labor market created challenges and breaks in the process.

In 2024, those efforts were renewed, resulting in a modernization of the county’s classification and compensation structure. Changes include a simplified classification structure with more opportunities for career advancement, market alignment of the compensation structure, and opportunity for employees to move through the salary ranges in less time.

The Ramsey County Board of Commissioners has historically maintained comparable pay and benefit policies between represented and non-represented employees. Tentative agreements with eight AFSCME bargaining units, representing approximately 48% of the county workforce, is scheduled to be ratified on December 12 and 13, 2024, and are also being presented to the Ramsey County Board of Commissioners for approval. These agreements include changes in classification and compensation structure, as well an increase from 3-weeks to 8-weeks of paid parental leave.

It is recommended that pay and benefit changes for non-represented employees be consistent with the proposed tentative AFSCME local bargaining unit contracts for 2025, 2026 and 2027. There are approximately 1,040 non-represented employees, comprising approximately 25% of the county workforce.

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

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

With approximately 4,206 employees employed by Ramsey County, 46% are racially and ethnically diverse with the overall rate of new hires of racially and ethnically diverse background at 55%. There are approximately 1,040 non-represented employees. Maintaining consistency across the county is essential to

establishing equitable and consistent wages and benefit structures with equitable opportunities and outcomes in support of the attraction and retention of a diverse workforce that provides services to the residents of Ramsey County and promote the county's vision, mission and goals.

**Community Participation Level and Impact**

This action is strictly operational and internal facing. The result of the action helps support residents by offering effective, efficient, and accessible operations.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Funding was accounted for in Ramsey County's 2025 operating budget and will be included in the 2026-2027 biennial budget.

**Last Previous Action**

None.

**Attachments**

1. Unrepresented Classification and Compensation Modernization, Addendum A
2. Unrepresented Benefits Change List

**UNR Classification and Compensation Modernization, Addendum A**

Job Code	Job Title	New Job Code	New Job Title	Sal Plan	Grade	New Sal Plan	New Sal Grade
0499	Account Specialist 1	1001	Account Specialist	01A	16	101A	18
0380	Account Specialist 2	1001	Account Specialist	01A	18G	101A	18
0043	Accountant 1	1002	Accountant	02A	23C	102A	27
0427	Accountant 2	1002	Accountant	02A	27	102A	27
0322	Accounting Support Supervisor	1062	Acctg and Finance Support Supervisor	02A	27	102A	27
0221	Clerk 1	1003	Administrative Assistant	01A	07	101A	15
0143	Clerk Typist 1	1003	Administrative Assistant	01A	08F	101A	15
0339	Clerk 2	1003	Administrative Assistant	01A	11F	101A	15
0093	Clerk Typist 2	1003	Administrative Assistant	01A	11F	101A	15
0008	Clerk 3	1003	Administrative Assistant	01A	14F	101A	15
0354	Secretary 1	1003	Administrative Assistant	01A	15C	101A	15
0496	Clerk Typist 3	1003	Administrative Assistant	01A	15F	101A	15
0039	Admin Assistant 4	1004	Administrative Assistant Principal	02A	26A	102A	26
0766	Admin Assistant 4 - Uncl	1004	Administrative Assistant Principal	02A	26A	102A	26
0613	Secretary 2	1005	Administrative Assistant Senior	01A	17G	101A	21
0139	Admin Secretary 1	1005	Administrative Assistant Senior	01A	19I	101A	21
0110	Clerk 4	1005	Administrative Assistant Senior	01A	20B	101A	21
0192	Admin Secretary 2	1005	Administrative Assistant Senior	01A	21Z	101A	21
0202	Admin Assistant 1	1005	Administrative Assistant Senior	02A	18M	102A	21
0410	Admin Assistant 2	1005	Administrative Assistant Senior	02A	20S	102A	21
0059	Research & Stat Analyst-CAMA	1006	Appraisal Services Analyst	02A	30M	102A	30
0411	Budget & Acctng Analyst 1	1007	Budget & Acctng Analyst	02A	23C	102A	27
0468	Budget & Acctng Analyst 2	1007	Budget & Acctng Analyst	02A	27	102A	27
0333	Case Aide 1	1008	Case Aide	01A	16D	101A	18
0266	Case Aide 2	1008	Case Aide	01A	18F	101A	18
0315	Elections Supervisor Admint 3	1011	Elections Supervisor	02A	29M	102A	29
0387	Employmnt Gdnce Counslr 1	1013	Employment Guidance Services Counselor	02A	23M	102A	25
0123	Employmnt Gdnce Counslr 2	1013	Employment Guidance Services Counselor	02A	25M	102A	25
0363	Employmnt Gdnce Counslr 3	1014	Employmnt Gdnce Counslr Sr	02A	28M	102A	28
0540	Environmtal Health Spclst 1	1015	Environment Health Specialist	02A	24	102A	24
0155	Environmtal Health Spclst 2	1016	Environment Health Specialist Senior	02A	28M	102A	28
0775	Environmental Hlth Tech-Hmong	0774	Environmental Hlth Tech	01A	18	101A	18
0776	Environmental Hlth Tech-Somali	0774	Environmental Hlth Tech	01A	18	101A	18
0777	Environmental Hlth Tec-Spanish	0774	Environmental Hlth Tech	01A	18	101A	18
0403	Environmtal Resrces Spclst 1	1017	Environmtal Resrces Spclst	02A	23	102A	23
0490	Environmtal Resrces Spclst 2	1018	Environmtal Resrces Spclst Senior	02A	27	102A	27
0398	Health Educator 1	1021	Health Educator	02A	26	102A	28
0276	Health Educator 2	1021	Health Educator	02A	28M	102A	28
0720	HR Bnfts/Claims/Trans Spclst 1	1022	HR Bnfts/Claims/Trans Spclst	02A	20	102A	22
0549	HR Bnfts/Claims/Trans Spclst 2	1022	HR Bnfts/Claims/Trans Spclst	02A	22	102A	22
0260	Human Resources Generalist 2	1023	Human Resource Business Partner	02A	28	102A	28
0048	Management Analyst 1	1028	Management Analyst	02A	23	102A	26
0097	Management Analyst 2	1028	Management Analyst	02A	26	102A	26
0298	Management Analyst 3	1029	Management Analyst Senior	02A	28	102A	28
0780	Naturalist-Early Childhd Spec	0779	Naturalist	02A	17M	102A	17
0271	Office Manager 1	1030	Office Manager	01A	21	101A	21
0005	Office Manager 2	1030	Office Manager	01A	23B	101A	24
0358	Admin Assistant 3	1030	Administrative Assistant Principal	02A	24P	102A	26
0492	Planning Specialist 1	1035	Planning Specialist	02A	28	102A	30
0656	Planning Specialist 2	1035	Planning Specialist	02A	30	102A	30
0117	Accountant 4	1036	Principal Accountant	02A	32	102A	32
0181	Management Analyst 4	1037	Principal Management Analyst	02A	30	102A	30
0109	School Instructor 1	1043	School Instructor	02A	25M	102A	27
0269	School Instructor 2	1043	School Instructor	02A	28B	102A	28
0054	Accountant 3	1045	Senior Accountant	02A	30	102A	30
0360	Social Worker 1	1051	Social Worker	02A	23M	102A	25
0418	Social Worker 2	1051	Social Worker	02A	25M	102A	25
0046	Social Worker 4	1052	Social Worker Principal	02A	32B	102A	34
0517	Social Worker 3	1053	Social Worker Senior	02A	28M	102A	28
0186	Traffc Signal Tech 1	1058	Traffc Signal Tech	02A	19	102A	19
0068	Traffc Signal Tech 2	1059	Traffc Signal Tech Senior	02A	24B	102A	24
0062	Service Worker	0062	Service Worker	01A	01	101A	11
0697	Mower Operator	0697	Mower Operator	01A	11	101A	11
0379	Engineering Aide	0379	Engineering Aide	02A	13	102A	13
0049	Payroll Clerk 1	0049	Payroll Clerk 1	01A	15S	101A	15
0506	Medical Records Technician	0506	Medical Records Technician	02A	15D	102A	15
0036	Mental Health Worker	0036	Mental Health Worker	01A	16C	101A	16
0779	Naturalist	0779	Naturalist	02A	17M	102A	17

0774	Environmental Hlth Tech	0774	Environmental Hlth Tech	01A	18	101A	18
0336	Office Supervisor 1	0336	Office Supervisor 1	01A	18C	101A	18
0572	Payroll Clerk 2	0572	Payroll Clerk 2	01A	18P	101A	18
0310	Chemical Dependency Counselor	0310	Chemical Dependency Counselor	02A	19	102A	19
0778	Naturalist Coordinator	0778	Naturalist Coordinator	02A	19M	102A	19
0092	Office Supervisor 2	0092	Office Supervisor 2	01A	20C	101A	20
0717	Utility RightofWayCoordinator	0717	Utility RightofWayCoordinator	02A	20	102A	20
0118	Administrative Planning Asst	0118	Administrative Planning Asst	02A	20G	102A	20
0883	Procurement Specialist	0883	Procurement Specialist	02A	20M	102A	20
0044	Library Circulation Supv	0044	Library Circulation Supv	01A	21	101A	21
0721	Personnel Ben & Transctns Asst	0721	Personnel Ben & Transctns Asst	01A	21	101A	21
0721	Personnel Ben & Transctns Asst	0721	Personnel Ben & Transctns Asst	02A	21	102A	21
0700	Communications Associate	0700	Communications Associate	02A	21M	102A	21
0481	Cook Supv - Juvenile Inst	0481	Cook Supv - Juvenile Inst	02A	21M	102A	21
0882	Landscape Designer	0882	Landscape Designer	02A	21M	102A	21
0196	Materials Prchsng Splclst-PubWk	0196	Materials Prchsng Splclst-PubWk	02A	21M	102A	21
0238	Principal Payroll Clerk	0238	Principal Payroll Clerk	02A	22	102A	22
0393	Facility Improvements Coord	0393	Facility Improvements Coord	02A	22M	102A	22
0352	Nutrition Spclst (Commty Nutr)	0352	Nutrition Spclst (Commty Nutr)	02A	22M	102A	22
0821	Pub Safety Comp Aided Disp An	0821	Pub Safety Comp Aided Disp An	02A	23	102A	23
0854	WIC Lactation Specialist	0854	WIC Lactation Specialist	02A	23	102A	23
0377	Registered Dietitian	0377	Registered Dietitian	02A	23B	102A	23
0514	Occupational Therapist	0514	Occupational Therapist	02A	23N	102A	23
0237	Library Technical Svcs Supv	0237	Library Technical Svcs Supv	01A	24A	101A	24
0227	Diversity Prgrms Specialist 1	0227	Diversity Prgrms Specialist 1	02A	24	102A	24
0888	Graphic and Digital Specialist	0888	Graphic and Digital Specialist	02A	24	102A	24
0136	Talent Acquisition Specialist	0136	Talent Acquisition Specialist	02A	24	102A	24
0284	Highway Maintenance Supervisor	0284	Highway Maintenance Supervisor	02A	24B	102A	24
0698	Principal Lib Circ Supv	0698	Principal Lib Circ Supv	01A	25	101A	25
0783	Social Worker 1 - Unclassified	0783	Social Worker 1 - Unclassified	02A	23M	102A	25
0594	Emergency Mgmt Coordinator	0594	Emergency Mgmt Coordinator	02A	25	102A	25
0126	Asst Program Evaluator	0126	Asst Program Evaluator	02A	25M	102A	25
0234	General Supv-Maint Equipment	0234	General Supv-Maint Equipment	02A	25M	102A	25
0929	HR Program Assistant	0929	HR Program Assistant	02A	25M	102A	25
0232	Mental Health Practitioner	0232	Mental Health Practitioner	02A	25M	102A	25
0074	Program Asst Homeless Serv	0074	Program Asst Homeless Serv	02A	25M	102A	25
0106	Program Supervisor - LOR	0106	Program Supervisor - LOR	02A	25M	102A	25
0334	Diversity Prgrms Specialist 2	0334	Diversity Prgrms Specialist 2	02A	26	102A	26
0847	Senior Procurement Specialist	0847	Senior Procurement Specialist	02A	26	102A	26
0491	Medical Laboratory Scientist	0491	Medical Laboratory Scientist	02A	26M	102A	26
0893	Emergency Comm GIS Specialist	0893	Emergency Comm GIS Specialist	02A	27	102A	27
0203	Financial Assistance Supv	0203	Financial Assistance Supv	02A	27	102A	27
0639	Mechanical Mtce Manager ETT	0639	Mechanical Mtce Manager ETT	02A	27	102A	27
0356	Outdoor Education Manager	0356	Outdoor Education Manager	02A	27	102A	27
0596	Supervisor - Apprsl Svc Sectn	0596	Supervisor - Apprsl Svc Sectn	02A	27	102A	27
0185	Support Services Coordinator	0185	Support Services Coordinator	02A	27C	102A	27
0568	Nutrition Program Supervisor	0568	Nutrition Program Supervisor	02A	27F	102A	27
0444	Senior Torrens Examiner	0444	Senior Torrens Examiner	02A	27M	102A	27
0901	Supervisor of Inv - ME Office	0901	Supervisor of Inv - ME Office	02A	27M	102A	27
0288	Safety Coordinator	0288	Safety Coordinator	02A	27N	102A	27
0838	Senior Librarian	0838	Senior Librarian	02A	27M	102A	28
0880	Administrative Investigator	0880	Administrative Investigator	02A	28	102A	28
0268	Arena Superintendent	0268	Arena Superintendent	02A	28	102A	28
0456	Asst General Supervisor	0456	Asst General Supervisor	02A	28	102A	28
0033	Building Operations Supervisor	0033	Building Operations Supervisor	02A	28	102A	28
0161	Golf Course Superintendent	0161	Golf Course Superintendent	02A	28	102A	28
0373	Park Operations Assistant Supr	0373	Park Operations Assistant Supr	02A	28	102A	28
0467	Program Analyst - Public Hlth	0467	Program Analyst - Public Hlth	02A	28	102A	28
0470	Recreation Services Supervisor	0470	Recreation Services Supervisor	02A	28	102A	28
0474	Librarian 3	0474	Librarian 3	02A	28C	102A	28
0145	Engineer 1	0145	Engineer 1	02A	28D	102A	28
0282	Chemical Dependency Couns Supv	0282	Chemical Dependency Couns Supv	02A	28M	102A	28
0699	Communicatn/Progrmng Spec-Lib	0699	Communicatn/Progrmng Spec-Lib	02A	28M	102A	28
0205	Div Inc and OD Dev Specialist	0205	Div Inc and OD Dev Specialist	02A	28M	102A	28
0337	Mental Health Professional	0337	Mental Health Professional	02A	28M	102A	28
0485	Program Specialist	0485	Program Specialist	02A	28M	102A	28
0446	Suppt Enforcement Worker 3*	0446	Suppt Enforcement Worker 3*	02A	28M	102A	28
0014	Program Supv - Extnd Day Tx	0014	Program Supv - Extnd Day Tx	02A	28P	102A	28
0206	Arena Mtnc & Operations Supv	0206	Arena Mtnc & Operations Supv	02A	29	102A	29
0642	Park Mtnc & Operations Supv	0642	Park Mtnc & Operations Supv	02A	29	102A	29

0420	Head Nurse	0420	Head Nurse	02A	29A	102A	29
0848	Principal Procurement Special	0848	Principal Procurement Special	02A	29M	102A	29
0924	Senior Right of Way Specialist	0924	Senior Right of Way Specialist	02A	29M	102A	29
0359	Program Dir - Lake Owasso Res	0359	Program Dir - Lake Owasso Res	02A	29N	102A	29
0543	Principal Fin Mgmt Analyst	0543	Principal Fin Mgmt Analyst	02A	29P	102A	29
0351	Contract Manager	0351	Contract Manager	02A	30	102A	30
0028	General Supv-Maint & Constrctn	0028	General Supv-Maint & Constrctn	02A	30	102A	30
0445	HR Program Administrator	0445	HR Program Administrator	02A	30	102A	30
0381	Investigator Supv - Co Atty	0381	Investigator Supv - Co Atty	02A	30	102A	30
0529	Principal Real Estate Appr	0529	Principal Real Estate Appr	02A	30	102A	30
0498	Senior Program Evaluator	0498	Senior Program Evaluator	02A	30	102A	30
0511	Nurse Supervisor	0511	Nurse Supervisor	02A	30A	102A	30
0095	Engineer 2	0095	Engineer 2	02A	30B	102A	30
0655	Clinical Psychologist	0655	Clinical Psychologist	02A	30M	102A	30
0353	Medical Technologist Supv	0353	Medical Technologist Supv	02A	30M	102A	30
0437	Planning & Evaluation Analyst	0437	Planning & Evaluation Analyst	02A	30M	102A	30
0522	Chief Correctional Officer	0522	Chief Correctional Officer	02A	31	102A	31
0405	Chief Stationary Engineer	0405	Chief Stationary Engineer	02A	31	102A	31
0050	Economic Development Spec	0050	Economic Development Spec	02A	31	102A	31
0894	Emerg Comm Tech Support Superv	0894	Emerg Comm Tech Support Superv	02A	31	102A	31
0521	Library Property Manager	0521	Library Property Manager	02A	31	102A	31
0343	Nutrition Spclst (WIC)	0343	Nutrition Spclst (WIC)	02A	31	102A	31
0790	Public Health Prog Supervisor	0790	Public Health Prog Supervisor	02A	31	102A	31
0797	Public Information Officer	0797	Public Information Officer	02A	31	102A	31
0295	Sexual Offense Svcs Prgm Supv	0295	Sexual Offense Svcs Prgm Supv	02A	31	102A	31
0316	Supervisor - Inform & Pub Rec	0316	Supervisor - Inform & Pub Rec	02A	31	102A	31
0486	Nutrition Program Manager	0486	Nutrition Program Manager	02A	31D	102A	31
0522	Chief Correctional Officer	0522	Chief Correctional Officer	02A	31G	102A	31
0459	Assistant County Surveyor	0459	Assistant County Surveyor	02A	31M	102A	31
0239	Chemical Dependency Prgm Supv	0239	Chemical Dependency Prgm Supv	02A	31M	102A	31
0450	County Attorney's Office Super	0450	County Attorney's Office Super	02A	31M	102A	31
0025	Employmnt Gdnce Counslr Supv	0025	Employmnt Gdnce Counslr Supv	02A	31M	102A	31
0791	Environmental Health Supervisr	0791	Environmental Health Supervisr	02A	31M	102A	31
0345	Landscape Architect	0345	Landscape Architect	02A	31M	102A	31
0371	Nurse Clinician	0371	Nurse Clinician	02A	31P	102A	31
0293	Public Health Nurse Clinician	0293	Public Health Nurse Clinician	02A	31P	102A	31P
0263	Finance Manager	0263	Finance Manager	02A	32	102A	32
0902	Information & Operations Mgr	0902	Information & Operations Mgr	02A	32	102A	32
0598	Management & Analysis Supv	0598	Management & Analysis Supv	02A	32	102A	32
0913	Principal Rea Commercial	0913	Principal Rea Commercial	02A	32	102A	32
0832	Program Dir - RC Detox	0832	Program Dir - RC Detox	02A	32	102A	32
0148	Mental Health Supervisor	0148	Mental Health Supervisor	02A	32S	102A	32
0826	Asst Manager-Prop Rec & Rev	0826	Asst Manager-Prop Rec & Rev	02A	33	102A	33
0241	Chief Investigator - Med Exmnr	0241	Chief Investigator - Med Exmnr	02A	33	102A	33
0347	Contract Administrator	0347	Contract Administrator	02A	33	102A	33
0242	Financial Systems Mgr - CHSD	0242	Financial Systems Mgr - CHSD	02A	33	102A	33
0149	Librarian 4	0149	Librarian 4	02A	33	102A	33
0441	Research & Evaluation Supv	0441	Research & Evaluation Supv	02A	33	102A	33
0262	Supervisor - Co Assessors Div	0262	Supervisor - Co Assessors Div	02A	33	102A	33
0090	Planning Manager	0090	Planning Manager	02A	33K	102A	33
0654	Human Resources Supervisor	0654	Human Resources Supervisor	02A	33M	102A	33
0898	Labor Relations Specialist	0898	Labor Relations Specialist	02A	33M	102A	33
0908	RN Program Coordinator - CH	0908	RN Program Coordinator - CH	02A	33M	102A	33
0088	Senior Transportation Planner	0088	Senior Transportation Planner	02A	34	102A	34
0559	Engineer 3	0559	Engineer 3	02A	34B	102A	34
0107	Human Services Manager	0107	Human Services Manager	02A	34C	102A	34
0909	Nurse Supervisor - CH	0909	Nurse Supervisor - CH	02A	34C	102A	34
0003	Asst Mgr - Cnty Assessing Divn	0003	Asst Mgr - Cnty Assessing Divn	02A	35	102A	35
0910	Correctional Health Nurse Mana	0910	Correctional Health Nurse Mana	02A	35	102A	35
0809	Nurse Clinician Supervisor	0809	Nurse Clinician Supervisor	02A	35	102A	35
0912	Supv Dept of County Assessor	0912	Supv Dept of County Assessor	02A	35	102A	35
0267	Mgmt Analysis Supv	0267	Mgmt Analysis Supv	02A	36	102A	36
0309	Senior Clinical Psychologist	0309	Senior Clinical Psychologist	02A	38D	102A	38



UNR Classification and Compensation Modernization, Addendum B

Sal Plan	Grade	Current Sal Plans									
		1	2	3	4	5	6	7	8	9	10
01A	01	12,947.64	13,293.77	13,639.91	14,022.21	14,430.73	14,883.59	15,394.37	15,960.64	16,586.33	17,276.11
01A	02	13,293.77	13,639.91	14,022.21	14,430.73	14,883.59	15,394.37	15,960.64	16,586.33	17,276.11	18,049.96
01A	03	13,639.91	14,022.21	14,430.73	14,883.59	15,394.37	15,960.64	16,586.33	17,276.11	18,049.96	18,896.26
01A	04	14,022.21	14,430.73	14,883.59	15,394.37	15,960.64	16,586.33	17,276.11	18,049.96	18,896.26	19,750.88
01A	05	14,430.73	14,883.59	15,394.37	15,960.64	16,586.33	17,276.11	18,049.96	18,896.26	19,750.88	20,613.91
01A	06	14,883.59	15,394.37	15,960.64	16,586.33	17,276.11	18,049.96	18,896.26	19,750.88	20,613.91	21,486.54
01A	07	15,394.37	15,960.64	16,586.33	17,276.11	18,049.96	18,896.26	19,750.88	20,613.91	21,486.54	22,370.11
01A	08	15,960.64	16,586.33	17,276.11	18,049.96	18,896.26	19,750.88	20,613.91	21,486.54	22,370.11	23,262.44
01A	08C	16,117.93	16,624.42	17,159.21	17,721.13	18,311.24	18,930.55	19,589.06	20,286.76	21,024.65	21,811.74
01A	08F	16,327.62	16,859.44	17,417.29	18,002.18	18,614.12	19,253.11	19,927.20	20,636.39	21,380.68	22,161.17
01A	09	16,723.26	17,311.24	17,917.81	18,553.08	19,218.06	19,912.75	20,637.04	21,391.93	22,177.42	23,004.61
01A	09A	16,606.34	17,126.11	17,663.37	18,228.14	18,820.51	19,442.48	20,095.05	20,777.32	21,490.29	22,244.06
01A	10	16,606.34	17,126.11	17,663.37	18,228.14	18,820.51	19,442.48	20,095.05	20,777.32	21,490.29	22,244.06
01A	10C	16,819.54	17,392.07	17,977.41	18,594.66	19,243.91	19,927.16	20,644.41	21,396.66	22,184.91	23,019.16
01A	11	17,126.11	17,663.37	18,228.14	18,820.51	19,442.48	20,095.05	20,777.32	21,490.29	22,244.06	23,031.21
01A	11C	17,441.17	17,920.73	18,414.34	18,922.91	19,456.44	20,025.91	20,630.32	21,270.69	21,947.02	22,661.25
01A	11F	17,538.84	18,038.18	18,551.22	19,084.95	19,640.26	20,217.15	20,816.14	21,437.23	22,080.52	22,755.01
01A	12	17,583.17	18,160.67	18,737.63	19,344.49	19,987.76	20,668.41	21,386.36	22,142.61	22,927.16	23,750.01
01A	13	18,160.67	18,737.63	19,344.49	19,987.76	20,668.41	21,386.36	22,142.61	22,927.16	23,750.01	24,612.16
01A	14	18,737.63	19,344.49	19,987.76	20,668.41	21,386.36	22,142.61	22,927.16	23,750.01	24,612.16	25,473.31
01A	14F	19,029.19	19,500.20	20,000.21	20,550.22	21,140.23	21,770.24	22,440.25	23,150.26	23,890.27	24,660.28
01A	15	19,344.49	19,987.76	20,668.41	21,386.36	22,142.61	22,927.16	23,750.01	24,612.16	25,473.31	26,334.46
01A	15C	19,524.22	20,309.54	21,134.86	22,000.18	22,906.50	23,853.82	24,842.14	25,871.46	26,940.78	27,020.10
01A	15F	19,776.64	20,429.91	21,127.18	21,874.45	22,661.72	23,498.99	24,386.26	25,323.53	26,310.80	27,348.07
01A	15S	19,932.20	20,680.21	21,532.22	22,480.23	23,528.24	24,676.25	25,924.26	27,272.27	28,720.28	29,168.29
01A	16	19,987.76	20,668.41	21,386.36	22,142.61	22,927.16	23,750.01	24,612.16	25,473.31	26,334.46	27,195.61
01A	16C	20,385.21	21,065.53	21,745.85	22,516.17	23,386.49	24,356.81	25,427.13	26,597.45	27,867.77	29,238.09
01A	16D	20,478.58	21,339.62	22,231.66	23,163.70	24,135.74	25,147.78	26,199.82	27,291.86	28,423.90	29,586.94
01A	17	20,668.41	21,386.36	22,142.61	22,927.16	23,750.01	24,612.16	25,473.31	26,334.46	27,195.61	28,056.76
01A	17G	21,045.55	21,774.78	22,514.01	23,293.24	24,122.47	25,001.70	25,980.93	27,060.16	28,249.39	29,538.62
01A	18	21,386.36	22,142.61	22,927.16	23,750.01	24,612.16	25,473.31	26,334.46	27,195.61	28,056.76	28,917.91
01A	18C	21,464.14	22,254.26	23,064.39	23,914.51	24,804.64	25,734.77	26,704.90	27,715.03	28,765.16	29,855.29
01A	18D	21,774.78	22,579.97	23,420.16	24,300.35	25,220.54	26,180.73	27,180.92	28,221.11	29,291.30	30,391.49
01A	18E	21,386.36	22,142.61	22,927.16	23,750.01	24,612.16	25,473.31	26,334.46	27,195.61	28,056.76	28,917.91
01A	18F	22,056.67	22,960.69	23,910.71	24,906.73	25,948.75	27,036.77	28,170.79	29,350.81	30,576.83	31,848.85
01A	18G	22,056.67	22,960.69	23,910.71	24,906.73	25,948.75	27,036.77	28,170.79	29,350.81	30,576.83	31,848.85
01A	18H	22,056.67	22,960.69	23,910.71	24,906.73	25,948.75	27,036.77	28,170.79	29,350.81	30,576.83	31,848.85
01A	19	22,056.67	22,960.69	23,910.71	24,906.73	25,948.75	27,036.77	28,170.79	29,350.81	30,576.83	31,848.85
01A	19B	22,056.67	22,960.69	23,910.71	24,906.73	25,948.75	27,036.77	28,170.79	29,350.81	30,576.83	31,848.85
01A	20B	23,466.91	24,184.44	24,948.08	25,759.73	26,611.48	27,503.23	28,435.98	29,409.73	30,425.48	31,483.23
01A	20C	23,302.21	24,128.18	25,007.15	25,930.12	26,897.09	27,909.06	28,966.03	30,067.00	31,217.97	32,418.94
01A	21	23,763.99	24,678.63	25,631.27	26,624.91	27,659.55	28,735.19	29,851.83	31,009.47	32,209.11	33,450.75
01A	21E	24,367.85	25,320.67	26,313.50	27,346.33	28,419.16	29,532.99	30,686.82	31,880.65	33,114.48	34,388.31
01A	22	23,763.99	24,678.63	25,631.27	26,624.91	27,659.55	28,735.19	29,851.83	31,009.47	32,209.11	33,450.75
01A	23	24,367.85	25,320.67	26,313.50	27,346.33	28,419.16	29,532.99	30,686.82	31,880.65	33,114.48	34,388.31
01A	23C	23,637.75	24,623.51	25,649.27	26,715.03	27,820.79	28,966.55	30,152.31	31,378.07	32,643.83	33,949.59
01A	23E	23,779.83	24,784.34	25,823.85	26,908.36	28,028.87	29,184.38	30,370.89	31,587.40	32,833.91	34,120.42
01A	24F	26,052.21	27,076.36	28,142.41	29,250.46	30,391.51	31,565.56	32,773.61	34,014.66	35,298.71	36,616.76
01A	25	26,624.91	27,698.92	28,812.93	29,966.94	31,160.95	32,394.96	33,618.97	34,932.98	36,346.99	37,850.00
01A	25B	26,714.44	27,763.72	28,853.01	29,982.30	31,151.59	32,360.88	33,609.17	34,897.46	36,225.75	37,644.04

Sal Plan	New Grade	New Salary Plans										
		1	2	3	4	5	6	7	8	9	10	11
10IA	11	17,551,020	18,340,816	19,130,612	19,920,408	20,710,204	21,500,000	22,289,796	23,079,592	23,869,388	24,659,184	25,448,980
10IA	12	18,253,061	19,074,449	19,895,837	20,717,224	21,538,612	22,360,000	23,181,388	24,002,776	24,824,164	25,645,552	26,466,940
10IA	13	18,603,520	19,533,696	20,463,872	21,394,048	22,324,224	23,254,400	24,184,576	25,114,752	26,044,928	26,975,104	27,905,280
10IA	14	19,347,661	20,315,044	21,282,427	22,249,810	23,217,193	24,184,576	25,151,959	26,119,342	27,086,725	28,054,108	29,021,491
10IA	15	20,121,567	21,127,646	22,133,724	23,139,803	24,145,882	25,151,961	26,158,040	27,164,119	28,170,198	29,176,277	30,182,356
10IA	16	20,926,430	21,977,511	23,028,592	24,079,673	25,130,754	26,181,835	27,232,916	28,283,997	29,335,078	30,386,159	31,437,240
10IA	17	21,763,847	22,851,662	23,939,477	25,027,292	26,115,107	27,202,922	28,290,737	29,378,552	30,466,367	31,554,182	32,641,997
10IA	18	22,640,927	23,767,528	24,894,129	26,020,730	27,147,331	28,273,932	29,400,533	30,527,134	31,653,735	32,780,336	33,906,937
10IA	19	23,539,988	24,716,557	25,893,126	27,070,695	28,248,264	29,425,833	30,603,402	31,780,971	32,958,540	34,136,109	35,313,678
10IA	20	24,460,963	25,705,011	26,948,059	28,191,107	29,434,155	30,677,203	31,920,251	33,163,299	34,406,347	35,649,395	36,892,443
10IA	21	25,420,002	26,732,122	28,044,242	29,356,362	30,668,482	31,980,602	33,292,722	34,604,842	35,916,962	37,229,082	38,541,202
10IA	22	26,478,620	27,850,540	29,222,460	30,594,380	31,966,300	33,338,220	34,710,140	36,082,060	37,453,980	38,825,900	40,197,820
10IA	23	27,537,754	28,914,662	30,291,570	31,668,478	33,045,386	34,422,294	35,799,202	37,176,110	38,553,018	39,929,926	41,306,834
10IA	24	28,639,264	30,017,228	31,395,192	32,773,156	34,151,120	35,529,084	36,907,048	38,285,012	39,662,976	41,040,940	42,418,904
10IA	25	29,788,875	31,270,777	32,752,679	34,234,581	35,716,483	37,198,385	38,680,287	40,162,189	41,644,091	43,125,993	44,607,895

Sal Plan	New Grade	New Salary Plans										
		1	2	3	4	5	6	7	8	9	10	11
10IA	11	17,551,020	18,340,816	19,130,612	19,920,408							

O2A	34C	40.32601	41.9601	43.60297	45.36129	47.13731	49.01107	51.03584	53.47806	56.19535	58.77964	59.96073
O2A	34G	40.1396	41.71136	43.38978	45.11254	46.90642	48.8513	50.75169	53.2915	62.09201	64.9072	66.21251
O2A	35	41.71136	43.38978	45.11254	46.90642	48.8513	50.75169	52.74983	55.40508	58.12252	60.74222	61.95887
O2A	36	43.38978	45.11254	46.90642	48.8513	50.75169	52.74983	54.86341	57.56209	60.44021	63.21091	64.48975
O2A	37	45.11254	46.90642	48.8513	50.75169	52.74983	54.86341	57.11891	59.94302	62.84687	65.69746	67.02955
O2A	37M	46.01479	47.84455	49.82832	51.76672	53.80482	55.96068	58.26129	61.14343	64.10381	67.01141	68.37015
O2A	38	46.90642	48.8513	50.75169	52.74983	54.86341	57.11891	59.32131	62.27857	65.41331	68.37057	69.75592
O2A	38D	47.20842	49.04663	51.00028	53.03398	55.20974	57.34981	59.58776	62.61598	65.73302	68.72569	70.11103
O2A	39	48.8513	50.75169	52.74983	54.86341	57.11891	59.32131	61.64808	64.80052	67.9976	71.09679	72.5334
O2A	40	50.75169	52.74983	54.86341	57.11891	59.32131	61.64808	64.16111	67.37589	70.72382	73.92968	75.42154
O2A	41	52.74983	54.86341	57.11891	59.32131	61.64808	64.16111	66.69215	70.04885	73.53008	76.89571	78.44099
O2A	42	54.86341	57.11891	59.32131	61.64808	64.16111	66.69215	69.32954	72.81955	76.49611	79.88612	81.59343
O2A	43	57.11891	59.32131	61.64808	64.16111	66.69215	69.32954	72.07361	75.67907	79.47108	83.10316	84.76388
O2A	44	59.32131	61.64808	64.16111	66.69215	69.32954	72.07361	75.00425	78.72514	82.6503	86.3889	88.12952
O2A	45	61.64808	64.16111	66.69215	69.32954	72.07361	75.00425	77.93472	81.83325	85.90942	89.80794	91.60182
O2A	46	64.16111	66.69215	69.32954	72.07361	75.00425	77.93472	81.06069	85.11021	89.3283	93.38676	95.26253
O2A	47	66.69215	69.32954	72.07361	75.00425	77.93472	81.06069	84.35536	88.49355	92.89835	97.11659	99.06132
O2A	48	69.32954	72.07361	75.00425	77.93472	81.06069	84.35536	87.65003	92.03698	96.61032	100.9973	103.031
O2A	49	72.07361	75.00425	77.93472	81.06069	84.35536	87.65003	91.14004	95.69569	100.4911	105.109	107.2224
O2A	50	75.00425	77.93472	81.06069	84.35536	87.65003	91.14004	94.78982	99.53203	104.4429	109.1762	111.3697
O2A	51	75.66137	78.69951	81.90437	85.12792	88.49355	92.04575	95.69569	100.4554	105.4907	110.7774	112.4975
O2A	52	78.69951	81.90437	85.12792	88.49355	92.04575	95.69569	99.49647	104.4785	109.6823	114.682	116.9999
O2A	53	81.90437	85.12792	88.49355	92.04575	95.69569	99.49647	103.4838	108.6522	114.0782	119.2999	121.7065
O2A	54	85.12792	88.50248	92.04575	95.69569	99.49647	103.4838	107.6222	112.9947	118.6249	124.0332	126.5286
O2A	55	88.49355	92.04575	95.69569	99.49647	103.4838	107.6222	111.9024	117.4794	123.3582	128.9707	131.5548

**UNR Classification and Compensation Modernization, Addendum C**  
**Effective January 1, 2026**

<b>Step Advancement</b>		<b>Service Requirements</b>	
<b>From Step</b>	<b>To Step</b>	<b>Full-Time</b>	<b>Part-Time Hours</b>
1	2	0.5 years	1,040
2	3	0.5 years	1,040
3	4	1 year	2,080
4	5	1 year	2,080
5	6	1 year	2,080
6	7	1 year	2,080
7	8	2 years	4,160
8	9	2 years	4,160
9	10	2 years	4,160
10	11	2 years	4,160
11		MAX	

**2025-2027 Modifications to Salary and Benefits - Unrepresented Employees**

**WAGES and Steps**

**2025:** 3.0% wage increase effective the first full pay period following January 1, 2025. Employees shall progress through the wage schedule per the applicable salary plan in 2025.

Effective January 1, 2025, the job classification and applicable salary plans as contained within Addendum A shall be revised as part of the countywide classification and compensation modernization initiative.

**2026:** 3.5% wage increase effective the first full pay period following January 1, 2026. Employees shall progress through the wage schedule per the applicable salary plan in 2026.

Effective January 1, 2026, all salary plans containing steps that require four (4) or more years between progression shall reduce the progression by two (2) years, not to result in more than two (2) years between steps.

**2027:** 4.5% wage increase effective the first full pay period following January 1, 2027. Employees shall progress through the wage schedule per the applicable salary plan in 2027.

**MEDICAL INSURANCE**

The Employer and employee will contribute toward medical insurance premiums as follows in 2025, 2026, and 2027:

<b>Tier</b>	<b>Employer Contribution %</b>	<b>Employee Contribution %</b>
Employee only (Single)	95%	5%
Employee + Spouse	82%	18%
Employee + child(ren)	82%	18%
Family	83%	17%

Employer contributions are prorated for part-time employees.

For the High Deductible plan, the Employer shall also contribute to a Health Savings Account (HSA) as follows:

<b>Employee only (Single)</b>	<b>\$60/mo (\$720 annual maximum)</b>
Employee + Spouse	\$125/mo (\$1,500annual maximum)
Employee + child(ren)	\$125/mo (\$1,500annual maximum)
Family	\$125/mo (\$1,500annual maximum)

**DENTAL INSURANCE**

<b>Tier</b>	<b>Employer Contribution %</b>	<b>Employee contribution %</b>
Employee Only (single)	50%	50%
Employee + Spouse	50%	50%
Employee + Child(ren)	50%	50%
Family	55%	45%

**RETIREE INSURANCE CONTRIBUTIONS**

**Regular Retiree Minimum Payment effective January 1, 2025:**

- **Single** – No less than \$55/month
- **Family** – No less than \$110/month

**OTHER ITEMS –**

Economic	<b><u>New Floating Holiday</u></b> <ul style="list-style-type: none"><li>• Effective in 2025, additional 8 (eight) hours of floating holiday for probationary or permanent status employees for a total of sixteen (16) hours.</li></ul>
Economic	<b><u>Night Differential</u></b> <ul style="list-style-type: none"><li>• Effective FFPP following 01/01/2025, increase night differential to 7% of the first step in the salary range established for the job classification.</li></ul>
Economic	<b><u>Saturday/Sunday Differential</u></b> <ul style="list-style-type: none"><li>• Effective FFPP following 01/01/2025, increase the Saturday and Sunday differentials \$1.00 per hour.</li></ul>
Economic	<b><u>On-Call</u></b> <ul style="list-style-type: none"><li>• Increase the On-Call rate from \$2.50 to \$3.00 effective the FFPP following January 1, 2025.</li></ul>
Non-Economic	<b><u>Paid Parental Leave</u></b> <p>Modify Paid Parental Leave Policy to include, effective 1/1/2024, the County will provide 8 (eight) weeks of paid parental leave to sunset once a state parental leave program is in effect.</p>

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2024-697

**Meeting Date:** 12/17/2024

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**Sponsor:** Human Resources

### Title

Terms of Collective Bargaining Agreements with Eight American Federation of State, County and Municipal Employees Bargaining Units for the Years 2025, 2026 and 2027

### Recommendation

1. Approve the terms of collective bargaining agreements with American Federation of State County and Municipal Employees Bargaining units for the years 2025, 2026 and 2027:
  - Local 8 (General County)
  - Local 8 (Professional)
  - Local 8 (Public Health Registered Nurses)
  - Local 151 (Social Services Department, Financial Assistance Services Department and the Administrative Division of the Health and Wellness Service Team)
  - Local 151 (Licensed Practical Nurses)
  - Local 151 (Workforce Solutions)
  - Local 707 (Lake Owasso Residence)
  - Local 1935 (Parks & Recreation)
2. Authorize the Chair and the County Manager, to sign the agreements incorporating these terms and conditions.

### Background and Rationale

Collective bargaining with eight American Federation of State County and Municipal Employees (AFSCME) bargaining units has resulted in tentative agreements for three-year contracts for the years 2025, 2026 and 2027. The bargaining units are AFSCME:

- Local 8 (General County)
- Local 8 (Professional)
- Local 8 (Public Health Registered Nurses)
- Local 151 (Social Services Department, Financial Assistance Services Department and the Administrative Division of the Health and Wellness Service Team)
- Local 151 (Licensed Practical Nurses)
- Local 151 (Workforce Solutions)
- Local 707 (Lake Owasso Residence)
- Local 1935 (Parks & Recreation)

These bargaining units represent approximately 2,012 employees (approximately 48% of the county workforce).

The current agreement expires December 31, 2024 and Ramsey County Board approval of a new agreement is required. The proposed settlement is the successful result of negotiations between the parties. This agreement reflects the diligent efforts of union and management participants in the bargaining process. The settlement was reached between the parties on November 29, 2024. Each of the eight AFSCME bargaining

units are scheduled to ratify the tentative agreement by December 13, 2024. Although the challenges were significant, there were ample opportunities to address the interests of both union and management. The proposed settlement addresses the important interests of affected employees and the county, including modernization of the classification and compensation structure, while honoring the fiscal limitation expressed by the Ramsey County Board.

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

Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

With approximately 4,206 employees employed by Ramsey County, 46% are racially and ethnically diverse with the overall rate of new hires of racially and ethnically diverse background at 55%. The eight AFSCME bargaining units represent the greatest portion of the county's workforce at 48% and span every department within the county and serve the largest number of Ramsey County residents. Collective bargaining agreements are essential to establishing equitable and consistent wages and benefit structure with equitable opportunities and outcomes in support of the attraction and retention of a diverse workforce who provide the numerous resident facing services to the residents of Ramsey County and promote the county's vision, mission and goals.

**Community Participation Level and Impact**

This action is strictly operational and internal facing. The eight AFSCME bargaining units hold separate votes of their membership to ratify the agreements pursuant to the internal union process. These agreements are the result of a traditional negotiation process in which the county and the union form teams that meet regularly to resolve identified issues using both a collaborative and productive approach.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Funding for contract costs was accounted for in Ramsey County's 2025 operating budget and will be included in the 2026-2027 biennial budget.

**Last Previous Action**

None.

**Attachments**

1. 2025-2027 American Federation of State, County and Municipal Employees Tentative Agreement Summary List
2. Addendum A, Classification and Compensation Tentative Agreement Summary 1 of 2
3. Addendum A, Classification and Compensation Tentative Agreement Summary 2 of 2
4. Addendum B, Local 1935 Classification and Compensation Agreement Summary

**AFSCME Local 8 General, Local 8 Public Health RN, Local 8 Professional,  
Local 151 SFH, Local 151 WFS, Local 151 LPN, Local 707 LOR, and Local  
1935 Parks Total Tentative Agreement List for 2025-2027**

**Tentative Agreement Reached on November 29, 2024**

**DURATION**

This Agreement shall be effective as of the first day of January 2025, and shall remain in full force and effect until the last day of December 2027.

**WAGES**

**2025:** 3.0% wage increase effective the first full pay period following January 1, 2025. Employees shall progress through the wage schedule per the applicable salary plan in 2025.

Job classifications as identified on Addendum A will be consolidated and regraded as part of the countywide classification and compensation modernization.

The salary plan assigned to Local 1935 Parks and Recreation shall be modified as identified on Addendum B.

**2026:** 3.5% wage increase effective the first full pay period following January 1, 2026. Employees shall progress through the wage schedule per the applicable salary plan in 2026.

Effective January 1, 2024, all salary plans containing steps that require four (4) or more years between progression shall reduce the progression by two (2) years not to result in more than two (2) years between steps. No change to steps that require less than four (4) years between progression.

**2027:** 4.5% wage increase effective the first full pay period following January 1, 2027. Employees shall progress through the wage schedule per the applicable salary plan in 2027.

**MEDICAL INSURANCE**

The Employer and employee will contribute toward medical insurance premiums as follows in 2025 and 2026:

<b>Tier</b>	<b>Employer Contribution %</b>	<b>Employee Contribution %</b>
Employee only (Single)	95%	5%
Employee + Spouse	82%	18%
Employee + child(ren)	82%	18%
Family	83%	17%

The above contributions apply to the three insurance plans offered in year 2024. Employer contributions are prorated for part-time employees.

For the High Deductible plan, the Employer shall also contribute to a Health Savings Account (HSA) as follows:

<b>Employee only (Single)</b>	<b>\$60/mo (\$720 annual maximum)</b>
Employee + Spouse	\$125/mo (\$1,500annual maximum)
Employee + child(ren)	\$125/mo (\$1,500annual maximum)
Family	\$125/mo (\$1,500annual maximum)

The above premium splits and rates will be maintained for the calendar year 2027 unless the 2027 premium rate increase is greater than 8.9%. Should the medical insurance premium increases exceed 8.9% in 2027, the parties agree a reopener for the negotiation of insurance premium contributions for the calendar year 2027.

**DENTAL INSURANCE**



The Employer and employee will contribute toward dental insurance premiums as follows

Tier	Employer Contribution %	Employee contribution %
Employee Only (single)	50%	50%
Employee + Spouse	50%	50%
Employee + Child(ren)	50%	50%
Family	55%	45%

Employer contributions are prorated for part-time employees.

### **RETIREE INSURANCE CONTRIBUTIONS**

**Regular Retiree Minimum Payment effective January 1, 2025:**

- **Single** – No less than \$55/month
- **Family** – No less than \$110/month

### **OTHER ECONOMIC ITEMS**

<b>APPLICABLE LOCALS</b>	<b>AGREEMENT</b>
All Locals	<p><b><u>New Floating Holiday – Article 8</u></b></p> <ul style="list-style-type: none"> <li>• Effective in 2025, additional 8 (eight) hours of floating holiday for probationary or permanent status employees</li> </ul>
All Locals	<p><b><u>Separation Pay – Article 11</u></b></p> <ul style="list-style-type: none"> <li>• Effective January 1, 2025, increase the maximum allowance for separation pay for \$13,000 to \$15,00 for any one employee</li> </ul>
All Locals	<p><b><u>On-Call Pay – Article 13</u></b></p> <ul style="list-style-type: none"> <li>• Effective FFPP following 01/01/2025, increase on-call pay to \$3.00 per hour for those employees on-call</li> </ul>
All Locals	<p><b><u>Night Differential – Article 13</u></b></p> <ul style="list-style-type: none"> <li>• Effective FFPP following 01/01/2025, increase night differential to 7% of the first step in the salary range established for the job classification.</li> </ul>
All Locals	<p><b><u>Saturday/Sunday Differentials – Article 13</u></b></p> <ul style="list-style-type: none"> <li>• Effective FFPP following 01/01/2025, increase the Saturday and Sunday differentials \$1.00 per hour.</li> </ul>
All Locals	<p><b><u>Minnesota Paid Family and Medical Leave Premium Split – Article 17</u></b></p> <ul style="list-style-type: none"> <li>• Effective in 2026, the Minnesota Paid Family and Medical Leave premium will be split 50/50 between the Employer and employees pursuant to Minn. Stat. 268B.14.</li> </ul>
All Locals	<p><b><u>Incorporate Commuting MOA – Article 13</u></b></p> <ul style="list-style-type: none"> <li>• Introduces monthly parking allowance per Ramsey County Commuting Policy, Administrative Policy Manual, Chapter 2, Section 5, Policy 6.</li> <li>• Revises mileage, commuting and parking language to conform with MOA</li> </ul>
Local 8 PHRN	<p><b><u>New Correctional Health Nurse Uniform Reimbursement MOA</u></b></p> <ul style="list-style-type: none"> <li>• Effective FFPP following 01/01/2025, provide Correctional Health Nurses eighty dollars (\$80) annually for uniform reimbursement</li> </ul>
8 General & 1935 PKS	<p><b><u>New Parks &amp; Recreational Uniform MOA</u></b></p>

APPLICABLE LOCALS	AGREEMENT
	<ul style="list-style-type: none"> <li>Effective FFPP following 01/01/2025, provide permanent and probationary Parks and Recreation Janitor/Building Guard employees represented by Local 8 2 two hundred dollars (\$200) annually the purchase of necessary workwear and/or footwear.</li> <li>Effective FFPP following 01/01/2025, provide probationary and permanent Maintenance &amp; Operations Workers 1 &amp; 2, Maintenance &amp; Service Workers, and Parks &amp; Recreation Aides 2 two hundred dollars (\$200) annually the purchase of necessary workwear and/or footwear.</li> </ul>
8 General	<p><b><u>Callback for Building Maintenance Mechanics MOA</u></b></p> <ul style="list-style-type: none"> <li>Effective 2025, employees in the job classification of Building Maintenance Mechanic shall be eligible to receive a minimum of four (4) hours of callback time should they be called into work while on on-call status and as directed by an authorized person to return to work after their regularly scheduled shift.</li> </ul>
8 General	<p><b><u>In Charge Differential for Library Assistants and Sr Library Assitants Pilot MOA</u></b></p> <ul style="list-style-type: none"> <li>Effective January 2025, a one dollar (\$1.00) per hour differential for Library Assistants and Senior Library Assistants will be established for those expressly assigned as the person in-charge that will be received when this assigned person in-charge acts as the person in-charge because the Librarian and/or Library Associate are not on duty.</li> </ul>
707 LOR	<p><b><u>Shift Pick Up Incentive Pilot MOA</u></b></p> <ul style="list-style-type: none"> <li>Effective January 2025, management may identify shifts as eligible for a shift pick up incentive of fifty dollars (\$50) for every four (4) hours worked.</li> <li>This is a pilot that will end in June of 2025 at which point the pilot will be evaluated.</li> </ul>

**OTHER LANGUAGE ITEMS**

APPLICABLE LOCALS	AGREEMENT
All Locals	<p><b><u>Recognition – Article 2</u></b></p> <ul style="list-style-type: none"> <li>Title updates as indicated on Addendum A to reflect classification modernization.</li> <li>Add language to identify the process should there be future disputes regarding the inclusion or exclusion of a job classification.</li> </ul>
All Locals	<p><b><u>Union Security – Article 3</u></b></p> <ul style="list-style-type: none"> <li>Modify union security article to conform with Minn. Stat. 179A</li> </ul>
All Locals	<p><b><u>Holidays – Article 8</u></b></p> <ul style="list-style-type: none"> <li>Modify language to clarify that the holiday is eight (8) hours</li> <li>New language to introduce a cap of one hundred and twenty (120) hours of accumulated holiday reserve hours</li> </ul>
All Locals	<p><b><u>Sick Leave – Article 9</u></b></p> <ul style="list-style-type: none"> <li>Update sick leave article to confirm with Minn. Statute 181.9445-181.9448</li> </ul>
All Locals	<p><b><u>Workers Compensation – Article 9</u></b></p> <ul style="list-style-type: none"> <li>Increase the amount of sick leave an employee may use in conjunction with Workers Compensation to 100% of an employee’s normal daily wage</li> </ul>
All Locals	<p><b><u>Sick Leave for Birth/Adoption – Article 9</u></b></p>

APPLICABLE LOCALS	AGREEMENT
	<ul style="list-style-type: none"> <li>Modify 9.3(5) (language below from 8 GEN, similar language in other contracts): Sick leave not to exceed one-hundred and sixty (160) hours may be utilized by employees for the birth or adoption of the employee’s child or a child regularly residing in the employee’s immediate household. The leave must be consecutive and taken within six (6) months of the birth or adoption.</li> </ul>
All Locals	<p><b><u>Paid Parental Leave – Article 12</u></b></p> <ul style="list-style-type: none"> <li>Effective 1/1/2025, the County will provide 8 week of paid parental leave to sunset once a state parental leave program is in effect.</li> </ul>
All Locals	<p><b><u>Investigations – Article 15</u></b></p> <ul style="list-style-type: none"> <li>Modify the language regarding union representation in investigations to clarify when an employee is afforded representation.</li> </ul>
All Locals	<p><b><u>Consolidated Job Class Seniority Impact – Article 18</u></b></p> <ul style="list-style-type: none"> <li>Established a process for job classifications consolidated during the classification and compensation modernization in the event of a layoff and how seniority is impacted.</li> </ul>
All Locals	<p><b><u>Health Insurance Labor Management Committee – Article 17</u></b></p> <ul style="list-style-type: none"> <li>Expand number of participants on the Health Insurance Labor Management Committee to include a newly established union.</li> </ul>
All Locals	<p><b><u>Notifications – Article 18 and General Provisions</u></b></p> <ul style="list-style-type: none"> <li>Modify to allow for other methods of noticing employees</li> </ul>
151 SFH	<p><b><u>Bidding – Article 18</u></b></p> <ul style="list-style-type: none"> <li>Modify language to expand bidding opportunities to include Child Protection workers</li> </ul>
8 PHRN	<p><b><u>Uniforms – Article 20.9</u></b></p> <ul style="list-style-type: none"> <li>Add language provides uniforms if an employee is required to wear a uniforms unless modified by the agreement.</li> </ul>
All Locals	<p><b><u>Countywide Labor Management Committee MOA</u></b></p> <ul style="list-style-type: none"> <li>A Countywide Labor Management Committees is established to allow Union opportunity to provide feedback on staffing issues to meet twice annually both prior to and after the approval of the county budget.</li> </ul>
707 LOR	<p><b><u>Staffing Committee MOA</u></b></p> <ul style="list-style-type: none"> <li>Establish committee to review and discuss staffing matters, including but not limited to staffing concerns, the assignment of overtime, and development or refinement of staffing and scheduling processes</li> </ul>

**MEMORANDA OF AGREEMENT**

*Renumber MOAs and update Appendix list on Table of Contents as appropriate*

APPLICABLE LOCALS	AGREEMENT
8 GEN	<ul style="list-style-type: none"> <li>i. Mobility for Career Development series – <b>Renew</b></li> <li>ii. Overtime for 8 Nines and 1 Eight Schedule – <b>Renew</b></li> <li>iii. Phased Retirement Option – <b>Renew</b></li> </ul>

APPLICABLE LOCALS	AGREEMENT
	<ul style="list-style-type: none"> <li>iv. PERA – <b>Renew</b></li> <li>v. Work Schedule and Pay Practiced for Medical Examiners – <b>Renew</b></li> <li>vi. Work out of Class Assignments JDC – <b>Renew</b></li> <li>vii. Shift Differential for Certain Janitorial Employees – <b>Remove</b></li> <li>viii. Sheriff Office Uniform Allowance – <b>Renew</b></li> <li>ix. Field Training Officer- Training Program- <b>Renew</b></li> </ul>
8 PHRN	<ul style="list-style-type: none"> <li>i. Mobility for Career Development Series – <b>Remove</b></li> <li>ii. Staffing to Meet Nursing Responsibilities – <b>Remove</b></li> <li>iii. Phased Retirement Option – <b>Renew</b></li> <li>iv. PERA – <b>Renew</b></li> </ul>
8 PROF	<ul style="list-style-type: none"> <li>i. Mobility for Career Development Series – <b>Renew</b></li> <li>ii. Educational Programs – <b>Renew and edit to include execution date</b></li> <li>iii. Phased Retirement Option – <b>Renew</b></li> <li>iv. PERA – <b>Renew</b></li> <li>v. Vacancy Filling in Librarian Classification Series – <b>Remove</b></li> <li>vi. Holidays for Employees Working in the Libraries – <b>Renew</b></li> </ul>
151 CHS	<ul style="list-style-type: none"> <li>i. Mobility for Career Development Series – <b>Renew</b></li> <li>ii. Promotion Only for Social Worker 1 – <b>Renew</b></li> <li>iii. Hours of Work – <b>Renew</b></li> <li>iv. Parking – <b>Remove</b></li> <li>v. Phased Retirement Option – <b>Renew</b></li> <li>vi. PERA – <b>Renew</b></li> <li>vii. Disposition of Seniority in the Consolidation of Information Services Job Classification - <b>Renew</b></li> <li>viii. Disposition of Seniority in Job Classification of Individuals in MNChoices units Reassigned from Public Health to Human Services – <b>Renew</b></li> <li>ix. Alternative Work Schedule Pilot-2021 – <b>Remove</b></li> </ul>
151 LPN	<ul style="list-style-type: none"> <li>i. Mobility for Career Development Series – <b>Remove</b></li> <li>ii. Nursing Department Additional Compensation- <b>Renew</b></li> <li>iii. Phased Retirement Option – <b>Renew</b></li> <li>iv. PERA – <b>Renew</b></li> <li>v. COVID Testing – <b>Remove</b></li> <li>vi. Temporary Unscheduled Shift Incentive 2021 – <b>Remove</b></li> </ul>
151 WFS	<ul style="list-style-type: none"> <li>i. Mobility for Career Development Series – <b>Remove</b></li> <li>ii. Phased Retirement Option – <b>Renew</b></li> <li>iii. PERA – <b>Renew</b></li> <li>iv. Government Center East Parking – <b>Remove</b></li> </ul>
707 LOR	<ul style="list-style-type: none"> <li>i. Straight Time Hours – <b>Renew</b></li> <li>ii. Mobility for Career Development Series – <b>Remove</b></li> <li>iii. Meet and Confer if Change in FT/PT Positions - <b>Renew</b></li> <li>iv. Layoff/Training if LOR Closes- <b>Renew</b></li> <li>v. Ties Hours - <b>Renew</b></li> <li>vi. Mandatory In-Service – <b>Renew</b></li> <li>vii. Overtime Payment – <b>Renew</b></li> <li>viii. Phased Retirement Option - <b>Renew</b></li> </ul>

APPLICABLE LOCALS	AGREEMENT
	<ul style="list-style-type: none"> <li>ix. PERA - <b>Renew</b></li> <li>x. R&amp;E Sunday Shift Bonus Pilot – <b>Renew</b></li> </ul>
1935 PARKS	<ul style="list-style-type: none"> <li>i. Appendix A- Night Differential Explanation- <b>Incorporated into contract; Remove</b></li> <li>ii. LOU - Mobility for Career Development Series – <b>Remove</b></li> <li>iii. No Dual Class – <b>Renew</b></li> <li>iv. 10-Hour Layover – <b>Incorporated into contract; Remove</b></li> <li>v. Maintenance and Operations Workers – <b>Incorporated into contract; Remove</b></li> <li>vi. Phased Retirement Option - <b>Renew</b></li> <li>vii. Class A Commercial License – <b>Renew</b></li> <li>viii. Maintenance and Service Worker, Seasonal Differential- <b>Renew</b></li> </ul>

Ramsey County & AFSCME Council 5 Tentative Agreement Summary  
Addendum A

Job Title	New Job Title	Sal Plan	Grade	New Sal Plan	New Sal Grade
Building Maint Mechanic 1	Building Maint Mechanic 1	22E	04	122E	04
Building Maint Mechanic 2	Building Maint Mechanic 2	22E	06	122E	06
Maintenance Worker	Maintenance Worker	22J	03	122J	03
General Repair Worker	General Repair Worker	22J	05	122J	05
Library Page	Library Assistant	22M	08C	122M	11
Service Worker	Service Worker	22M	01	122M	11
WIC Pr Brstfdg Cnslr Hmong Spk	WIC Peer Breastfeeding Counslr	22M	10	122M	11
WIC Pr Brstfdg Cnslr KaRn Spkg	WIC Peer Breastfeeding Counslr	22M	10	122M	11
WIC Pr Brstfdg Cnslr SmlI Spkg	WIC Peer Breastfeeding Counslr	22M	10	122M	11
WIC Pr Brstfdg Cnslr Span Spkg	WIC Peer Breastfeeding Counslr	22M	10	122M	11
WIC Peer Breastfeeding Counslr	WIC Peer Breastfeeding Counslr	22M	10	122M	11
Community Youth Worker	Community Youth Worker	22M	12	122M	12
Janitor/Building Guard	Custodian Senior	22M	13	122M	13
Housekeeper - Juvnlr Inst	Housekeeper - Juvnlr Inst	22M	14	122M	14
Clerk 1	Administrative Assistant	22M	07	122M	15
Clerk Typist 1	Administrative Assistant	22M	08F	122M	15
Clerk 2	Administrative Assistant	22M	11F	122M	15
Clerk Typist 2	Administrative Assistant	22M	11F	122M	15
Clerk 3	Administrative Assistant	22M	14F	122M	15
Secretary 1	Administrative Assistant	22M	15C	122M	15
Clerk Typist 3	Administrative Assistant	22M	15F	122M	15
Clerk Typist 2 *	Library Assistant Senior	22M	11F	122M	15
Clerk Typist 3*	Library Assistant Senior	22M	15F	122M	15
Building Info Officer	Building Info Officer	22M	16	122M	17
Child Support Assistant	Child Support Assistant	22M	17	122M	17
Legal Secretary	Legal Secretary	22M	17F	122M	17
Storekeeper - Records Center	Storekeeper - Records Center	22M	17	122M	17
Account Specialist 1	Account Specialist	22M	16	122M	18
Account Specialist 2	Account Specialist	22M	18G	122M	18
Case Aide 1	Case Aide	22M	16D	122M	18
Case Aide 2	Case Aide	22M	18F	122M	18
Cashier - Prop Rec Rev	Cashier - Prop Rec Rev	22M	18E	122M	18
Cook - Juvenile Institutions	Cook - Juvenile Institutions	22M	18S	122M	18
Elections Administrator 1	Elections Administrator	22M	18	122M	18
Janitor Supervisor	Janitor Supervisor	22M	18P	122M	18
Tax Clerk 1	Tax Clerk	22M	16B	122M	18
Tax Clerk 2	Tax Clerk	22M	18I	122M	18
Assistant Probation Officer	Assistant Probation Officer	22M	19F	122M	19
Svc Cntr Customer Suppt Asst	Svc Cntr Customer Suppt Asst	22M	20	122M	19
Administrative Planning Asst	Administrative Planning Asst	22M	20P	122M	20
Clerical Speclst-Prop Rec Rev	Clerical Speclst-Prop Rec Rev	22M	21	122M	20
Tax Forfeited Land Clerk	Tax Forfeited Land Clerk	22M	21	122M	20
Secretary 2	Administrative Assistant Senior	22M	17G	122M	21
Admin Secretary 1	Administrative Assistant Senior	22M	19I	122M	21
Clerk 4	Administrative Assistant Senior	22M	20B	122M	21
Admin Secretary 2	Administrative Assistant Senior	22M	21Z	122M	21
Employmnt Gdnce Counslr Aide 1	Employment Guidance Services Aide	22M	18	122M	21
Employmnt Gdnce Counslr Aide 2	Employment Guidance Services Aide	22M	21	122M	21
Library Associate 1	Library Associate	22M	18	122M	21
Library Associate 2	Library Associate	22M	21	122M	21
Personnel Ben & Transctns Asst	Personnel Ben & Transctns Asst	22M	21	122M	21
Senior Legal Secretary	Senior Legal Secretary	22M	21	122M	21
Tax Settlement Clerk	Tax Settlement Clerk	22M	22	122M	21
Suppt Enforcement Agent 1	Support Enforcement Agent	22M	19	122M	22
Suppt Enforcemnt Agt 1-Hmong	Support Enforcement Agent	22M	19	122M	22
Suppt Enforcemnt Agt 1-Karen	Support Enforcement Agent	22M	19	122M	22
Suppt Enforcemnt Agt 1-Somali	Support Enforcement Agent	22M	19	122M	22
Suppt Enforcemnt Agt 1-Spanish	Support Enforcement Agent	22M	19	122M	22
Suppt Enforcement Agent 2	Support Enforcement Agent	22M	22	122M	22
Suppt Enforcemnt Agt 2-Hmong	Support Enforcement Agent	22M	22	122M	22
Suppt Enforcemnt Agt 2-Karen	Support Enforcement Agent	22M	22	122M	22
Suppt Enforcemnt Agt 2-Somali	Support Enforcement Agent	22M	22	122M	22
Suppt Enforcemnt Agt 2-Spanish	Support Enforcement Agent	22M	22	122M	22

Veterans Services Assistant	Veterans Services Assistant	22M	22	122M	22
Investigative Assistant	Investigative Assistant	22M	24	122M	24
Medical Assistant	Medical Assistant	22N	15	122N	15
WIC Nutrit Ed Trainee-KaRen	WIC Nutrit Ed Trainee	22N	15M	122N	15
WIC Nutrit Ed Trainee-Spanish	WIC Nutrit Ed Trainee	22N	15M	122N	15
WIC Nutrition Ed Trainee- ASL	WIC Nutrit Ed Trainee	22N	15M	122N	15
WIC Nutrition Ed Trainee-Hmong	WIC Nutrit Ed Trainee	22N	15M	122N	15
WIC Nutrition EdTrainee-Somali	WIC Nutrit Ed Trainee	22N	15M	122N	15
Commnty Svc Ofcr	Commnty Svc Ofcr	22N	17M	122N	17
Forensic Technician	Forensic Technician	22N	17	122N	17
Health Ed Prgm Asst-ASL	Health Education Prgrm Asst	22N	17M	122N	17
Health Ed Prgm Asst-Hmong Spkg	Health Education Prgrm Asst	22N	17M	122N	17
Health Ed Prgm Asst-KaRen Spk	Health Education Prgrm Asst	22N	17M	122N	17
Health Ed Prgm Asst-Somali Spk	Health Education Prgrm Asst	22N	17M	122N	17
Health Ed Prgm Asst-Spanish	Health Education Prgrm Asst	22N	17M	122N	17
Health Education Prgrm Asst	Health Education Prgrm Asst	22N	17M	122N	17
Paralegal 1	Paralegal	22N	17M	122N	17
Duplic Equipmt Op-Layout&Design	Duplic Equipmt Op-Layout&Design	22N	18C	122N	18
Medical Laboratory Technician	Medical Laboratory Technician	22N	19M	122N	19
Human Resources Exams Spclst	Human Resources Exams Spclst	22N	20P	122N	20
Radiologic Technician	Radiologic Technician	22N	20M	122N	20
Real Estate Appr 1	Real Estate Appr 1	22N	20A	122N	20
Torrens Examiner	Torrens Examiner	22N	20	122N	20
WIC Nutrition Educator -ASL	WIC Nutrition Educator	22N	20M	122N	20
WIC Nutritn Educator - KaRenSp	WIC Nutrition Educator	22N	20M	122N	20
WIC Nutritn Educator-HmongSpkg	WIC Nutrition Educator	22N	20M	122N	20
WIC Nutritn Educator-SomaliSpk	WIC Nutrition Educator	22N	20M	122N	20
WIC Nutritn Educator-Span Spkg	WIC Nutrition Educator	22N	20M	122N	20
WIC Nutrition Educator	WIC Nutrition Educator	22N	20M	122N	20
Admin Assistant 1	Administrative Assistant Senior	22N	18M	122N	21
Admin Assistant 2	Administrative Assistant Senior	22N	20S	122N	21
Prop Descr & GIS Tech 1	Prop Descr & GIS Tech	22N	18B	122N	21
Prop Descr & GIS Tech 2	Prop Descr & GIS Tech	22N	21B	122N	21
HR Bnfts/Claims/Trans Spclst 1	HR Bnfts/Claims/Trans Spclst	22N	20	122N	22
HR Bnfts/Claims/Trans Spclst 2	HR Bnfts/Claims/Trans Spclst	22N	22	122N	22
Investigator 1 - Med Exam Ofc	Investigator 1 - Med Exam Ofc	22N	22M	122N	22
ECC Support Technician	ECC Support Technician	22N	23	122N	23
Real Estate Appr 2	Real Estate Appr 2	22N	23C	122N	23
Antiviolence Advocate	Antiviolence Advocate	22N	24M	122N	24
Elections Administrator 2	Elections Administrator Senior	22N	24M	122N	24
Investigator 2 - Med Exam Ofc	Investigator 2 - Med Exam Ofc	22N	24	122N	24
Paralegal 2	Senior Paralegal	22N	22	122N	24
Paralegal 3	Senior Paralegal	22N	24	122N	24
Victim/Witness Advocate	Victim/Witness Advocate	22N	24	122N	24
Real Estate Appraiser Comm	Real Estate Appraiser Comm	22N	26	122N	25
Collections Enforcement Agent	Collections Enforcement Agent	22N	25	122N	25
Investigator - County Attorney	Investigator - County Attorney	22N	25P	122N	25
Second Asst Vet Services Ofcr	Second Asst Vet Services Officer	22N	22C	122N	25
Suppt Enforcement Agent 3	Support Enforcement Agent Senior	22N	25	122N	25
Svc Cntr Navigator	Svc Cntr Navigator	22N	25M	122N	25
Welfare Fraud Investigator 1	Welfare Fraud Investigator	22N	23	122N	25
Welfare Fraud Investigator 2	Welfare Fraud Investigator	22N	25P	122N	25
Admin Assistant 4	Administrative Assistant Principal	22N	26A	122N	26
Admin Assistant 4 - Uncl	Administrative Assistant Principal	22N	26A	122N	26
Admin Assistant 3	Administrative Assistant Principal	22N	24P	122N	26
Lead Real Estate Mgmt Spclst	Lead Real Estate Mgmt Spclst	22N	26	122N	26
Real Estate Legal Specialist	Real Estate Legal Specialist	22N	26M	122N	26
Sr Collections Enf Agent	Sr Collections Enf Agent	22N	26M	122N	26
Senior Real Estate Appraiser	Senior Real Estate Appraiser	22N	27M	122N	27
Supervisor - Apprsl Svc Sectn	Supervisor - Apprsl Svc Sectn	22N	27	122N	27
Senior Real Est Appraiser Comm	Senior Real Est Appraiser Comm	22N	29M	122N	29
Assessment Appeals Specialist	Assessment Appeals Specialist	22N	33	122N	33
General Repair Worker	General Repair Worker	23H	05	123H	05
Naturalist Aide	Naturalist Aide	23S	05	123S	11

Parks & Recreation Aide 1	Parks & Recreation Aide	23S	03	123S	11
Parks & Recreation Aide 1	Parks & Recreation Aide	23S	03F	123S	11
Parks & Recreation Aide 2	Parks & Recreation Aide	23S	05	123S	11
Shop Mechanic	Shop Mechanic	23Z	03	123Z	03
Senior Shop Mechanic - Recrtn	Senior Shop Mechanic - Recrtn	23Z	05	123Z	05
Maintenance & Oper Wkr 2	Maintenance & Oper Wkr	23Z	04	123Z	06
Maintenance & Oper Wkr	Maintenance & Oper Wkr	23Z	02	123Z	06
Maintenance & Service Wkr	Maintenance & Service Wkr	23Z	03	123Z	07
Purchasng & Equip Spclst - Pks	Purchasng & Equip Spclst - Pks	23Z	04	123Z	07
Detoxification Aide	Withdrawl Mgmt Assistant	27E	02A	127E	02A
Clerk 1	Administrative Assistant	27M	07	127M	15
Clerk Typist 1	Administrative Assistant	27M	08F	127M	15
Clerk 2	Administrative Assistant	27M	11F	127M	15
Clerk Typist 2	Administrative Assistant	27M	11F	127M	15
Clerk 3	Administrative Assistant	27M	14F	127M	15
Secretary 1	Administrative Assistant	27M	15C	127M	15
Clerk Typist 3	Administrative Assistant	27M	15F	127M	15
Customer Service Specialist	Customer Service Specialist	27M	16	127M	16
Data Quality Clerk	Data Quality Clerk	27M	16D	127M	16
Mental Health Worker	Mental Health Worker	27M	16C	127M	16
Account Specialist 1	Account Specialist	27M	16	127M	18
Account Specialist 2	Account Specialist	27M	18G	127M	18
Case Aide 1	Case Aide	27M	16D	127M	18
Case Aide 2	Case Aide	27M	18F	127M	18
Duplic Equipmt Op-Layout&Design	Duplic Equipmt Op-Layout&Design	27N	18C	127M	18
Financial Worker 1	Financial Assistance Worker	27M	17I	127M	19
Financial Worker 2	Financial Assistance Worker	27M	19F	127M	19
Administrative Planning Asst	Administrative Planning Asst	27M	20P	127M	20
Data Quality Specialist	Data Quality Specialist	27M	21E	127M	20
Secretary 2	Administrative Assistant Senior	27M	17G	127M	21
Admin Secretary 1	Administrative Assistant Senior	27M	19I	127M	21
Clerk 4	Administrative Assistant Senior	27M	20B	127M	21
Admin Secretary 2	Administrative Assistant Senior	27M	21Z	127M	21
Case Aide 3	Case Aide Senior	27M	21E	127M	21
Financial Worker Specialist	Financial Worker Specialist	27M	23P	127M	23
Supported Employment Worker	Supported Employment Worker	27N	01	127N	11
Supported Employment Worker	Supported Employment Worker	27N	01F	127N	11
Medical Assistant	Medical Assistant	27N	15	127N	15
Medical Records Technician	Medical Records Technician	27N	15D	127N	15
Certified Peer Recovery Spec	Certified Peer Recovery Spec	27N	19	127N	19
Chemical Dependency Counselor	Chemical Dependency Counselor	27N	19	127N	19
Admin Assistant 1	Administrative Assistant Senior	27N	18M	127N	21
Admin Assistant 2	Administrative Assistant Senior	27N	20S	127N	21
Communications Associate	Communications Associate	27N	19M	127N	22
Occupational Therapist	Occupational Therapist	27N	23N	127N	23
Asst Program Evaluator	Asst Program Evaluator	27N	25M	127N	25
Collections Enforcement Agent	Collections Enforcement Agent	27N	25	127N	25
Employmnt Gdnce Counslr 1	Employment Guidance Services Counselor	27N	23M	127N	25
Employmnt Gdnce Counslr 2	Employment Guidance Services Counselor	27N	25M	127N	25
Mental Health Practitioner	Mental Health Practitioner	27N	25M	127N	25
Program Asst Homeless Serv	Program Asst Homeless Serv	27N	25M	127N	25
Social Worker 1	Social Worker	27N	23M	127N	25
Social Worker 2	Social Worker	27N	25M	127N	25
Admin Assistant 4	Administrative Assistant Principal	27N	26A	127N	26
Admin Assistant 3	Administrative Assistant Principal	27N	24P	127N	26
Management Analyst 1	Management Analyst	27N	23	127N	26
Management Analyst 2	Management Analyst	27N	26	127N	26
Sr Collections Enf Agent	Sr Collections Enf Agent	27N	26M	127N	26
Accountant 1	Accountant	27N	23C	127N	27
Accountant 2	Accountant	27N	27	127N	27
Child Protection Worker	Child Protection Worker	27N	27M	127N	27
Employmnt Gdnce Counslr 3	Employment Gdnce Counslr Sr	27N	28M	127N	28
Mental Health Professional	Mental Health Professional	27N	28M	127N	28
Program Specialist	Program Specialist	27N	28M	127N	28



Social Worker 3	Social Worker Senior	27N	28M	127N	28
Management Analyst 3	Sr Management Analyst	27N	28	127N	28
Social Services Appeals Spclst	Social Services Appeals Spclst	27N	29P	127N	29
Clinical Psychologist	Clinical Psychologist	27N	30M	127N	30
Physician Assistant	Physician Assistant	27N	30	127N	30
Planning Specialist 1	Planning Specialist	27N	28	127N	30
Planning Specialist 2	Planning Specialist	27N	30	127N	30
Management Analyst 4	Principal Management Analyst	27N	30	127N	30
Contract Manager	Purchasing and Procurement Specialist	27N	30	127N	30
Senior Child Protection Worker	Senior Child Protection Worker	27N	30M	127N	30
Senior Program Evaluator	Senior Program Evaluator	27N	30	127N	30
Forensic Clinical Psychologist	Forensic Clinical Psychologist	27N	34	127N	34
Custodial Worker 1	Custodian	34A	10M	134A	10
Residential Counselor 1	Residential Counselor	34A	15V	134A	15
Residential Counselor 2	Residential Counselor Senior	34A	17C	134A	17
Behavior Analyst	Behavior Analyst	34C	20R	134C	20R
Pub Hlth Licensed Prac Nurse 1	Licensed Practical Nurse	37	24	137	26
Licensed Practical Nurse - CH	Licensed Practical Nurse	37	26	137	26
Pub Hlth Licensed Prac Nurse 2	Licensed Practical Nurse	37	26	137	26
Licensed Practical Nurse	Licensed Practical Nurse	37	23	137	26
Employmnt Gdnce Counslr 1	Employment Guidance Services Counselor	39	23M	139	25
Employmnt Gdnce Counslr 2	Employment Guidance Services Counselor	39	25M	139	25
Employmnt Gdnce Counslr 3	Employmnt Gdnce Counslr Sr	39	28M	139	28
Planning Specialist 1	Planning Specialist	39	28	139	30
Planning Specialist 2	Planning Specialist	39	30	139	30
Nurse	Nurse	40	28	140	28
Public Health Nurse	Public Health Nurse	40	28M	140	28
Nurse Clinician	Nurse Clinician	40	31M	140	31
Nurse Practitioner	Nurse Practitioner	40	31	140	31
Registered Nurse - Cor. Health	Registered Nurse - Cor. Health	40	31	140	31
Librarian 1	Librarian 1	43	23K	143	23
Investigator - Public Defender	Investigator - Public Defender	43	25M	143	25
Librarian 2	Librarian 2	43	25M	143	25
Right-of-Way Specialist	Right of Way Agent	43	25	143	25
Social Worker 1	Social Worker	43	23M	143	25
Social Worker 2	Social Worker	43	25M	143	25
Claims Administrator	Claims Administrator	43	27	143	27
Epidemiologist	Epidemiologist	43	28M	143	28
Social Worker 3	Social Worker Senior	43	28M	143	28

**Current Sal Plans**

Sal Plan	Grade	Steps										
		1	2	3	4	5	6	7	8	9	10	11
22E	02	22.01168	22.79671	23.56634	24.33598	25.12102	25.92144	26.44480				
22E	03	22.51964	23.33545	24.13588	24.93631	25.75212	26.52176	27.04511				
22E	04	25.15180	26.02919	26.92197	27.83015	28.70753	29.56953	30.16985				
22E	05	25.33652	26.2293	27.10668	27.99946	28.90764	29.76964	30.35456				
22E	06	27.86093	28.830675	29.80042	30.78556	31.7553	32.70965	33.37155				
22J	03	22.51964	23.33545	24.13588	24.93631	25.75212	26.1384	26.52176	27.04511			
22J	05	25.33652	26.2293	27.10668	27.99946	28.90764	29.34125	29.76964	30.35456			
22M	01	12.94764	13.29397	13.69357	14.02221	14.43073	14.88359	15.19437	15.73604	16.36653	17.11261	17.45895
22M	02	13.29397	13.69357	14.02221	14.43073	14.88359	15.19437	15.64722	16.26001	16.92605	17.68092	18.04496
22M	03	13.69357	14.02221	14.43073	14.88359	15.19437	15.64722	16.0736	16.71287	17.42339	18.21366	18.57785
22M	04	14.02221	14.43073	14.88359	15.19437	15.64722	16.0736	16.60635	17.26346	17.97399	18.78211	19.15508
22M	05	14.43073	14.88359	15.19437	15.64722	16.0736	16.60635	17.11261	17.79636	18.5423	19.40368	19.78557
22M	06	14.88359	15.19437	15.64722	16.0736	16.60635	17.11261	17.58317	18.34696	19.07519	19.92765	20.33617
22M	07	15.19437	15.64722	16.0736	16.60635	17.11261	17.58317	18.11607	18.89756	19.72339	20.60262	21.01114
22M	08	15.64722	16.0736	16.60634	17.11261	17.58317	18.11607	18.73763	19.52805	20.38943	21.313	21.74815
22M	08C	16.11793	16.6242	17.05043	17.5921	18.16933	18.61341	19.16401	19.90994	20.72684	21.67703	22.12111
22M	08F	16.19782	16.65083	17.11261	17.69862	18.19596	18.72886	19.28823	20.14084	21.01114	21.96134	22.39649
22M	09	16.0736	16.60635	17.11261	17.58317	18.11607	18.73763	19.34149	20.16746	21.02885	21.97904	22.42312
22M	10	16.60634	17.11261	17.58317	18.11607	18.73763	19.34149	19.98776	20.87784	21.73922	22.72498	23.17783
22M	10C	16.81954	17.29902	17.73417	18.40022	18.92419	19.46586	20.04309	20.9311	21.78371	22.79609	23.24002
22M	11	17.11261	17.58317	18.11607	18.73763	19.34149	19.98776	20.66481	21.57944	22.51194	23.54202	24.02151
22M	11C	17.4411	17.92073	18.47134	19.0929	19.75001	20.3805	21.04655	21.98797	22.95587	24.05988	24.46559
22M	11F	17.53884	18.03618	18.55122	19.12845	19.77665	20.42499	21.09103	22.0323	22.96479	24.00381	24.47452
22M	12	17.58317	18.11607	18.73763	19.34149	19.98776	20.66481	21.36626	22.30768	23.30221	24.35908	24.83856
22M	13	18.11607	18.73763	19.34149	19.98776	20.66481	21.36626	22.08556	23.08204	24.19021	25.27371	25.78876
22M	14	18.73763	19.34149	19.98776	20.66481	21.36626	22.08556	23.03937	25.16719	26.28609	26.81884	
22M	14F	19.0929	19.75001	20.3805	21.04655	21.51194	23.29328	24.4833	26.01965	27.21844	27.76904	
22M	15	19.34149	19.98776	20.66481	21.36626	22.08556	23.76399	24.91845	26.14402	27.30725	27.84908	
22M	15C	19.65242	20.30954	20.97559	21.70382	22.41419	23.20462	24.12818	25.31804	27.53815	28.75479	29.33202
22M	15F	19.77665	20.42499	21.07318	21.77478	22.57397	23.30221	24.12818	25.36253	26.57025	28.31086	28.87916
22M	16	19.98776	20.66481	21.36626	22.08556	22.85828	23.76399	24.67863	25.87757	27.22737	28.47064	29.03894
22M	16B	19.98776	20.66481	21.36626	22.08556	22.85828	23.76399	24.67863	25.87757	27.22737	28.47064	29.03894
22M	16D	20.67358	21.33962	22.0323	22.74283	23.57758	24.37678	25.21153	26.51699	27.75133	29.01231	29.59847
22M	17	20.66481	21.36626	22.08556	22.85828	23.76399	24.67863	25.63775	26.89888	28.19542	29.50965	30.10458
22M	17B	20.71132	21.46614	22.25426	22.96479	23.76399	24.71418	25.64668	26.91658	28.31086	29.57184	30.16677
22M	17F	21.04655	21.77478	22.51194	23.29328	24.12818	25.14041	26.13509	27.39607	28.76372	30.06918	30.67304
22M	17G	21.04655	21.77478	22.51194	23.29328	24.12818	25.14041	26.13509	27.39607	28.76372	30.06918	30.67304
22M	18	21.36626	22.08556	22.85828	23.76399	24.67863	25.63775	26.62351	27.96452	29.30539	30.64641	31.26797
22M	18E	21.70382	22.41419	23.20462	24.12818	25.04282	26.01072	27.0231	28.99968	31.65879	33.0974	33.76345
22M	18F	21.77478	22.57397	23.30221	24.12818	25.08715	26.01072	27.04096	28.37289	29.7938	31.74761	32.38687
22M	18G	21.36626	22.08556	22.85828	23.76399	24.67863	25.63775	26.62351	27.96452	29.30539	31.25904	31.88076
22M	18I	21.36626	22.08556	22.85828	23.76399	24.67863	25.63775	26.62351	27.96452	32.12058	33.58582	34.26063
22M	18P	22.30768	23.03576	23.79061	24.6343	25.45135	26.33043	27.38729	28.74601	30.14014	31.49886	32.12935
22M	18S	22.44082	23.18676	23.91499	24.79407	25.62005	26.52576	27.58263	28.93242	30.3267	31.70313	32.34254
22M	19	22.08556	22.85828	23.76399	24.67863	25.63775	26.62351	27.67144	29.01231	30.37996	31.76531	32.40473
22M	19F	22.96479	23.76399	24.71418	25.64668	26.65014	27.68022	28.76372	30.14907	31.5996	33.01751	33.67463
22M	19I	22.08556	22.85828	23.76399	24.67863	25.63775	26.62351	27.67144	29.01231	31.66757	33.0974	33.76345
22M	19Z	22.96479	23.76399	24.71419	25.64668	26.65014	27.68022	28.76372	30.14907	35.04212	36.61404	37.34227
22M	20	22.85828	23.76399	24.67863	25.63775	26.62351	27.67144	28.76372	30.22003	31.63216	33.05292	33.72789
22M	20B	23.34669	24.18144	24.94508	25.84201	26.86333	27.91111	30.39766	30.39766	35.77036	37.3866	38.13253
22M	20P	23.52417	24.36785	25.32697	26.27717	27.30726	28.35519	29.46532	30.91271	32.66917	33.83441	34.50938
22M	21	23.76399	24.67863	25.63775	26.62351	27.67144	28.76372	29.83829	31.33908	32.89314	34.37608	35.06875
22M	21B	24.36785	25.23816	26.01965	26.96092	28.03549	29.09235	30.22896	31.72082	33.31044	34.80246	35.49513
22M	21M	24.22131	25.15819	26.13063	27.14748	28.21758	29.301	30.4199	31.93401	33.50146	35.00665	35.71263
22M	21Z	23.76399	24.67863	25.63775	26.62351	27.67144	28.76372	29.83829	31.33908	35.05105	36.62296	37.35997
22M	22	24.67863	25.63775	26.62351	27.67144	28.76372	29.83829	31.00152	32.52895	34.10978	35.63721	36.35652
22M	23	25.63775	26.62351	27.67144	28.76372	29.83829	31.00152	32.27709	33.79008	35.50391	37.11138	37.84838
22M	24	26.62351	27.67144	28.76372	29.83829	31.00152	32.27709	33.40818	35.13987	36.836	38.51443	39.29592
22M	25	27.67144	28.76372	29.83829	31.00152	32.27709	33.40818	34.74027	36.44533	38.27461	39.99752	40.80564
22N	13	18.3114	18.89756	19.52805	20.20302	20.95773	21.64163	22.46746	23.50647	24.67863	25.80646	26.31273
22N	13M	18.61341	19.23497	19.87439	20.60262	21.30407	22.08556	22.86705	24.03937	25.16719	26.28609	26.81884
22N	14	18.89756	19.52805	20.20302	20.95773	21.64163	22.46746	23.30221	24.4833	25.69994	26.8544	27.39607
22N	14M	19.23497	19.87439	20.60262	21.30407	22.08556	22.86705	23.76399	24.98064	26.17943	27.36067	27.91111
22N	15	19.52805	20.20302	20.95773	21.64163	22.46746	23.30221	24.19021	25.41579	26.65014	27.84908	28.41738

**New Salary Plan**

Sal Plan	Grade	Steps										
		1	2	3	4	5	6	7	8	9	10	11
122E	04	25.151803	26.029190	26.921969	27.830147	28.707533	29.569528	30.169845	31.188267	32.040068	32.894366	33.748665
122E	06	27.860930	28.830675	29.800421	30.785561	31.755304	32.709654	33.371547	34.479526	35.417137	36.354447	37.291758
122J	3	22.519639	23.335453	24.135877	24.936305	25.752120	26.138404	26.521758	27.045114	27.964151	28.612165	29.260180
122J	5	25.336515	26.229295	27.106684	27.999464	28.907638	29.341254	29.769635	30.354560	31.368482	32.088005	32.807528
122M	11	17.551020	18.340816	19								

22N	15M	19.87439	20.60262	21.30407	22.08556	22.86705	23.76399	24.72311	25.98409	27.26292	28.49727	29.06557
22N	16	20.20302	20.95773	21.64163	22.46746	23.30221	24.19021	25.1849	26.50806	27.80459	29.03894	29.62509
22N	16M	20.60262	21.30407	22.08556	22.86705	23.76399	24.72311	25.72657	26.99647	28.35519	29.63402	30.22896
22N	17	20.95773	21.64163	22.46746	23.30221	24.19021	25.1849	26.17943	27.48488	28.87023	30.15799	30.76185
22N	17M	21.30407	22.08556	22.86705	23.76399	24.72311	25.72657	26.73895	28.07997	29.46532	30.79726	31.41897
22N	18	21.64163	22.46746	23.30221	24.19021	25.1849	26.17943	27.26292	28.58608	30.07795	31.43667	32.06716
22N	18B	21.79248	22.62738	23.49754	24.46559	25.43349	26.49913	27.49382	28.86146	30.18462	31.56105	32.20939
22N	18C	22.11219	22.11219	23.7018	24.60767	25.55786	26.58795	27.63589	29.00354	30.43322	31.81857	32.45798
22N	18M	22.08556	22.86705	23.76399	24.72311	25.72657	26.73895	27.77796	29.2078	30.59315	31.9785	32.61776
22N	19	22.46746	23.30221	24.19021	25.1849	26.17943	27.26292	28.29301	29.71391	31.09926	32.49354	33.14173
22N	19M	22.86705	23.76399	24.72311	25.72657	26.73895	27.77796	28.89687	30.29114	31.80087	33.25718	33.92322
22N	20	23.30221	24.19021	25.1849	26.17943	27.26292	28.29301	29.43869	30.895	32.37809	33.84333	34.51831
22N	20A	23.30221	24.26133	25.21153	26.24161	27.24522	28.34626	29.47409	30.96612	32.49354	33.98541	34.67809
22N	20M	23.76399	24.72311	25.72657	26.73895	27.77796	28.89687	30.07795	31.50779	33.08847	34.58034	35.28194
22N	20P	23.76399	24.72311	25.72657	26.73895	27.77796	28.89687	30.07795	31.50779	33.31044	34.80246	35.49513
22N	20S	24.12818	25.11378	26.13509	27.12085	28.17756	29.31432	30.48648	32.0139	33.57689	35.12217	35.83254
22N	21	24.19021	25.1849	26.17943	27.26292	28.29301	29.43869	30.61092	32.14721	33.75452	35.27302	35.97462
22N	21B	24.46559	25.43349	26.49913	27.49382	28.58608	29.74947	30.9127	32.3958	33.94985	35.49513	36.21444
22N	21M	24.72311	25.72657	26.73895	27.77796	28.89687	30.07795	31.2769	32.72444	34.41164	35.93906	36.6673
22N	22	25.1849	26.17943	27.26292	28.29301	29.43869	30.61092	31.80964	33.37262	34.97116	36.56078	37.29778
22N	22C	25.58449	26.59687	27.68022	28.74601	29.88262	31.09926	32.31591	33.85226	35.53054	37.12015	37.85731
22N	22M	25.72657	26.73895	27.77796	28.89687	30.07795	31.27689	32.46691	34.02974	35.77036	37.3866	38.13253
22N	22P	25.9042	26.93429	28.02656	29.17224	30.31777	31.46331	32.74214	34.35838	36.09007	37.70631	38.46117
22N	23	26.17943	27.26292	28.29301	29.43869	30.61092	31.80964	33.03521	34.69579	36.39207	38.05265	38.80751
22N	23C	26.40154	27.37837	28.47064	29.62509	30.79726	31.9785	33.30166	34.90005	36.64959	38.30124	39.06503
22N	23M	26.73895	27.77796	28.89687	30.07795	31.2769	32.46691	33.75452	35.43295	37.14678	38.80751	39.58900
22N	24	27.26292	28.29301	29.43869	30.61092	31.80964	33.03521	34.41164	36.09899	37.88394	39.59792	40.38819
22N	24M	27.77796	28.89687	30.07795	31.27689	32.46691	33.75452	34.98887	36.79167	38.60324	40.33493	41.16075
22N	24P	27.81352	28.88809	30.00699	31.21471	32.44906	33.75452	35.07768	36.78274	38.62987	40.38819	41.20524
22N	25	28.29301	29.43869	30.61092	31.80964	33.03521	34.41164	35.77036	37.50204	39.37581	41.17861	42.00443
22N	25M	28.89687	30.07795	31.27689	32.46691	33.75452	34.98887	36.47196	38.27461	40.1396	41.97781	42.81255
22N	25P	29.18995	30.36226	31.60538	32.84865	34.13641	35.48621	36.78274	38.66543	40.61016	42.44852	43.30989
22N	26	29.43869	30.61092	31.80964	33.03521	34.41164	35.77036	37.17356	39.0207	40.92986	42.777	43.63853
22N	26A	29.49195	30.68181	31.93401	33.18622	34.49153	35.85918	37.17356	39.0561	41.01868	42.88367	43.73612
22N	26M	30.07795	31.2769	32.46691	33.75452	34.98887	36.47196	37.91949	39.76663	41.68472	43.57635	44.44665
22N	27	30.61092	31.80964	33.03521	34.41164	35.77036	37.17356	38.58554	40.48593	42.48407	44.4288	45.32573
22N	27M	31.2769	32.46691	33.75452	34.98887	36.47196	37.91949	39.40244	41.33839	43.38978	45.36129	46.27593
22N	28	31.80964	33.03521	34.41164	35.77036	37.17356	38.58554	40.1396	42.11988	44.27779	46.29379	47.22613
22N	28M	32.46691	33.75452	34.98887	36.47196	37.91949	39.40244	41.00098	42.99019	45.11254	47.14624	48.09643
22N	29	33.03521	34.41164	35.77036	37.17356	38.58554	40.1396	41.71136	43.80724	46.00071	48.09643	49.06449
22N	29M	33.75452	34.98887	36.47196	37.91949	39.40244	41.00098	42.5107	44.70417	46.90642	49.05556	50.04131
22N	30	34.41164	35.77036	37.17356	38.58554	40.1396	41.71136	43.38978	45.59218	47.84784	50.01468	51.01814
22N	30M	34.98887	36.47196	37.91949	39.40244	41.00098	42.5107	44.27779	46.50682	48.8513	51.08032	52.09271
22N	31	35.77036	37.17356	38.58554	40.1396	41.71136	43.38978	45.11254	47.3328	49.74823	52.02159	53.05168
22N	31M	36.47196	37.91949	39.40244	41.00098	42.5107	44.27779	46.06289	48.3184	50.75169	53.0606	54.13518
22N	32	37.17356	38.58554	40.1396	41.71136	43.38978	45.11254	46.90642	49.28645	51.74637	54.09962	55.19189
22N	33	38.58566	40.1396	41.71136	43.38978	45.11254	46.90642	48.8513	51.17792	53.77991	56.23091	57.36766

		Current Sal Plans						
		Steps						
Sal Plan	Grade	1	2	3	4	5	6	7
23S	02	9.912949	10.26698	10.54405	10.99045	11.46762	11.68312	
	03F	15.91783	15.91783	15.91783	15.91783	15.91783	15.91783	
	04	12.09873	12.56051	12.97611	13.48407	14.069	14.34607	
	05	14.03821	14.54617	15.10032	15.63906	16.34713	16.67038	
23Z	2	24.536087	25.398086	26.275474	27.122076	27.999464	28.861462	29.446388
	3	27.368362	28.338107	29.277066	30.246814	31.201163	32.140124	32.786621
	4	27.568467	28.522821	29.492567	30.446917	31.401271	32.371014	33.048298

		New Salary Plans										
		Steps										
Sal Plan	Grade	1	2	3	4	5	6	7	8	9	10	11
123S	11	17.55102	18.34082	19.13061	19.92041	20.7102	21.500000	22.2898	23.07959	23.86939	24.65918	25.44898
123Z	6	26.052277	26.634278	27.216279	27.798280	28.380281	28.962283	29.544284	30.126285	30.708286	31.290287	31.872290
123Z	7	30.378882	31.053095	31.727308	32.401521	33.075734	33.749947	34.424160	35.098373	35.772586	36.446799	37.121012

Current Sal Plans

Sal Plan	Grade	Steps										
		1	2	3	4	5	6	7	8	9	10	11
27E	01A	20.65588	21.22418	21.77478	22.37864	23.06238	23.74624	24.44774	25.17597	26.3038	26.8367	27.37837
27E	02A	20.73577	21.38411	21.98977	22.67172	23.33776	24.12818	24.84411	25.67331	26.8367	27.37837	
27H	01	22.01168	22.79671	23.56634	24.31598	25.12102	25.92144	26.4448				
27H	02	25.33652	26.52312	27.10668	27.99946	28.90764	29.76964	30.45452				
27M	01	12.94764	13.29397	13.69357	14.02221	14.43073	14.88359	15.19437	15.73604	16.36653	17.11261	17.45895
27M	02	13.29397	13.69357	14.02221	14.43073	14.88359	15.19437	15.73604	16.36653	17.11261	17.45895	18.04496
27M	03	13.69357	14.02221	14.43073	14.88359	15.19437	15.73604	16.36653	17.11261	17.45895	18.04496	18.57785
27M	04	14.02221	14.43073	14.88359	15.19437	15.73604	16.36653	17.11261	17.45895	18.04496	18.57785	19.05268
27M	05	14.43073	14.88359	15.19437	15.73604	16.36653	17.11261	17.45895	18.04496	18.57785	19.05268	19.52750
27M	06	14.88359	15.19437	15.73604	16.36653	17.11261	17.45895	18.04496	18.57785	19.05268	19.52750	20.00232
27M	07	15.19437	15.73604	16.36653	17.11261	17.45895	18.04496	18.57785	19.05268	19.52750	20.00232	20.47714
27M	08	15.73604	16.36653	17.11261	17.45895	18.04496	18.57785	19.05268	19.52750	20.00232	20.47714	20.95196
27M	09	16.36653	17.11261	17.45895	18.04496	18.57785	19.05268	19.52750	20.00232	20.47714	20.95196	21.42678
27M	10	16.83653	17.45895	18.04496	18.57785	19.05268	19.52750	20.00232	20.47714	20.95196	21.42678	21.90160
27M	11	17.11261	17.45895	18.04496	18.57785	19.05268	19.52750	20.00232	20.47714	20.95196	21.42678	21.90160
27M	12	17.45895	18.04496	18.57785	19.05268	19.52750	20.00232	20.47714	20.95196	21.42678	21.90160	22.37652
27M	13	17.83653	18.57785	19.05268	19.52750	20.00232	20.47714	20.95196	21.42678	21.90160	22.37652	22.85134
27M	14	18.31261	19.05268	19.52750	20.00232	20.47714	20.95196	21.42678	21.90160	22.37652	22.85134	23.32616
27M	15	18.83653	19.52750	20.00232	20.47714	20.95196	21.42678	21.90160	22.37652	22.85134	23.32616	23.79578
27M	16	19.31261	20.00232	20.47714	20.95196	21.42678	21.90160	22.37652	22.85134	23.32616	23.79578	24.26540
27M	17	19.83653	20.47714	20.95196	21.42678	21.90160	22.37652	22.85134	23.32616	23.79578	24.26540	24.73502
27M	18	20.31261	20.95196	21.42678	21.90160	22.37652	22.85134	23.32616	23.79578	24.26540	24.73502	25.20464
27M	19	20.83653	21.42678	21.90160	22.37652	22.85134	23.32616	23.79578	24.26540	24.73502	25.20464	25.67426
27M	20	21.31261	21.90160	22.37652	22.85134	23.32616	23.79578	24.26540	24.73502	25.20464	25.67426	26.14388
27M	21	21.83653	22.37652	22.85134	23.32616	23.79578	24.26540	24.73502	25.20464	25.67426	26.14388	26.61350
27M	22	22.31261	22.85134	23.32616	23.79578	24.26540	24.73502	25.20464	25.67426	26.14388	26.61350	27.08312
27M	23	22.83653	23.32616	23.79578	24.26540	24.73502	25.20464	25.67426	26.14388	26.61350	27.08312	27.55274
27M	24	23.31261	23.79578	24.26540	24.73502	25.20464	25.67426	26.14388	26.61350	27.08312	27.55274	28.02236
27M	25	23.83653	24.26540	24.73502	25.20464	25.67426	26.14388	26.61350	27.08312	27.55274	28.02236	28.49198
27M	26	24.31261	24.73502	25.20464	25.67426	26.14388	26.61350	27.08312	27.55274	28.02236	28.49198	28.96160
27M	27	24.83653	25.20464	25.67426	26.14388	26.61350	27.08312	27.55274	28.02236	28.49198	28.96160	29.43122
27M	28	25.31261	25.67426	26.14388	26.61350	27.08312	27.55274	28.02236	28.49198	28.96160	29.43122	29.90084
27M	29	25.83653	26.14388	26.61350	27.08312	27.55274	28.02236	28.49198	28.96160	29.43122	29.90084	30.37046
27M	30	26.31261	26.61350	27.08312	27.55274	28.02236	28.49198	28.96160	29.43122	29.90084	30.37046	30.84008
27M	31	26.83653	27.08312	27.55274	28.02236	28.49198	28.96160	29.43122	29.90084	30.37046	30.84008	31.30970
27M	32	27.31261	27.55274	28.02236	28.49198	28.96160	29.43122	29.90084	30.37046	30.84008	31.30970	31.77932
27M	33	27.83653	28.02236	28.49198	28.96160	29.43122	29.90084	30.37046	30.84008	31.30970	31.77932	32.24894
27M	34	28.31261	28.49198	28.96160	29.43122	29.90084	30.37046	30.84008	31.30970	31.77932	32.24894	32.71856
27M	35	28.83653	28.96160	29.43122	29.90084	30.37046	30.84008	31.30970	31.77932	32.24894	32.71856	33.18818
27M	36	29.31261	29.43122	29.90084	30.37046	30.84008	31.30970	31.77932	32.24894	32.71856	33.18818	33.65780
27M	37	29.83653	29.90084	30.37046	30.84008	31.30970	31.77932	32.24894	32.71856	33.18818	33.65780	34.12742
27M	38	30.31261	30.37046	30.84008	31.30970	31.77932	32.24894	32.71856	33.18818	33.65780	34.12742	34.59704
27M	39	30.83653	30.84008	31.30970	31.77932	32.24894	32.71856	33.18818	33.65780	34.12742	34.59704	35.06666
27M	40	31.31261	31.30970	31.77932	32.24894	32.71856	33.18818	33.65780	34.12742	34.59704	35.06666	35.53628
27M	41	31.83653	31.77932	32.24894	32.71856	33.18818	33.65780	34.12742	34.59704	35.06666	35.53628	36.00590
27M	42	32.31261	32.24894	32.71856	33.18818	33.65780	34.12742	34.59704	35.06666	35.53628	36.00590	36.47552
27M	43	32.83653	32.71856	33.18818	33.65780	34.12742	34.59704	35.06666	35.53628	36.00590	36.47552	36.94514
27M	44	33.31261	33.18818	33.65780	34.12742	34.59704	35.06666	35.53628	36.00590	36.47552	36.94514	37.41476
27M	45	33.83653	33.65780	34.12742	34.59704	35.06666	35.53628	36.00590	36.47552	36.94514	37.41476	37.88438
27M	46	34.31261	34.12742	34.59704	35.06666	35.53628	36.00590	36.47552	36.94514	37.41476	37.88438	38.35400
27M	47	34.83653	34.59704	35.06666	35.53628	36.00590	36.47552	36.94514	37.41476	37.88438	38.35400	38.82362
27M	48	35.31261	35.06666	35.53628	36.00590	36.47552	36.94514	37.41476	37.88438	38.35400	38.82362	39.29324
27M	49	35.83653	35.53628	36.00590	36.47552	36.94514	37.41476	37.88438	38.35400	38.82362	39.29324	39.76286
27M	50	36.31261	36.00590	36.47552	36.94514	37.41476	37.88438	38.35400	38.82362	39.29324	39.76286	40.23248

New Salary Plans

Sal Plan	Grade	Steps										
		1	2	3	4	5	6	7	8	9	10	11
127E	01A	20.65879	21.22418	21.77478	22.37864	23.06238	23.74624	24.44774	25.17597	26.3038	26.8367	27.37837
127E	02A	20.73578	21.38411	21.98977	22.67172	23.33776	24.12818	24.84411	25.67331	26.8367	27.37837	
127H	01	22.01168	22.79671	23.56634	24.31598	25.12102	25.92144	26.4448				
127H	02	25.33652	26.52312	27.10668	27.99946	28.90764	29.76964	30.45452				
127M	01	12.94764	13.29397	13.69357	14.02221	14.43073	14.88359	15.19437	15.73604	16.36653	17.11261	17.45895
127M	02	13.29397	13.69357	14.02221	14.43073	14.88359	15.19437	15.73604	16.36653	17.11261	17.45895	18.04496
127M	03	13.69357	14.02221	14.43073	14.88359	15.19437	15.73604	16.36653	17.11261	17.45895	18.04496	18.57785
127M	04	14.02221	14.43073	14.88359	15.19437	15.73604	16.36653	17.11261	17.45895	18.04496	18.57785	19.05268
127M	05	14.43073	14.88359	15.19437	15.73604	16.36653	17.11261	17.45895	18.04496	18.57785	19.05268	19.52750
127M	06	14.88359	15.19437	15.73604	16.36653	17.11261	17.45895	18.04496	18.57785	19.05268	19.52750	20.00232
127M	07	15.19437	15.73604	16.36653	17.11261	17.45895	18.04496	18.57785	19.05268	19.52750	20.00232	20.47714
127M	08	15.73604	16.36653	17.11261	17.45895	18.04496	18.57785	19.05268	19.52750	20.00232	20.47714	20.95196
127M	09	16.36653	17.11261	17.45895	18.04496	18.57785	19.05268	19.52750	20.00232	20.47714	20.95196	21.42678
127M	10	16.83653	17.45895	18.04496	18.57785	19.05268	19.52750	20.00232	20.47714	20.95196	21.42678	21.90160
127M	11	17.11261	17.45895	18.04496	18.57785	19.05268	19.52750	20.00232	20.47714	20.95196	21.42678	21.90160
127M	12	17.45895	18.04496	18.57785	19.05268	19.52750	20.00232	20.47714	20.95196	21.42678	21.90160	22.37652
127M	13	17.83653	18.57785	19.05268	19.52750	20.00232	20.47714	20.95196	21.42678	21.90160	22.37652	22.85134
127M	14	18.31261	19.05268	19.52750	20.00232	20.47714	20.95196	21.42678	21.90160	22.37652	22.85134	23.32616
127M	15	18.836										

		Current Sal Plans										
		Steps										
Sal Plan	Grade	1	2	3	4	5	6	7	8	9	10	11
34A	Grade 15V	21.6061	22.2455	22.8049	23.5597	24.1814	24.9983	25.7266	26.5347	27.7336	28.2842	

		New Salary Plans										
		Steps										
Sal Plan	New Grade	1	2	3	4	5	6	7	8	9	10	11
134A	Grade 15	22.0842	22.8572	23.6301	24.4031	25.176	25.949	26.7219	27.4949	28.2678	29.0408	29.8137

		Current Sal Plans										
		Steps										
Sal Plan	Grade	1	2	3	4	5	6	7	8	9	10	11
39	23M	26.73895	27.77796	28.89687	30.07795	31.2769	32.46691	33.75452	35.13295	37.14678	38.80751	39.589
39	25M	38.89687	30.07795	31.2769	32.46691	33.75452	34.98887	36.47196	38.27461	40.1396	41.9781	42.81255
39	28	31.80964	33.03521	34.41164	35.77036	37.17356	38.58554	40.1396	42.11988	44.27779	46.29379	47.22613
39	28M	32.46691	33.75452	34.98887	36.47196	37.91949	39.40244	41.00098	42.99019	45.11254	47.14624	48.09643
39	30	34.41164	35.77036	37.17356	38.58554	40.1396	41.71136	43.38978	45.59218	47.84784	50.01468	51.01814
37	23	23.35547	24.066	24.74974	25.5046	26.26824	27.10299	28.00886	31.49886	32.9287	33.58582	
37	24	24.28796	24.96293	25.74442	26.51699	27.36067	28.28423	29.17224	33.65678	35.20206	35.91243	
37	26	27.0231	27.83122	28.74602	29.71391	30.60193	31.72975	32.90207	34.0653	35.61058	36.32989	

		New Salary Plans										
		Steps										
Sal Plan	New Grade	1	2	3	4	5	6	7	8	9	10	11
139	23	27.537754	28.914642	30.291530	31.668417	33.045305	34.422193	35.799080	37.175968	38.552856	39.929744	41.306631
139	25	29.784835	31.274077	32.763318	34.252560	35.741802	37.231044	38.720285	40.209527	41.698769	43.188011	44.677252
139	28	33.503889	35.179083	36.854277	38.529472	40.204666	41.879861	43.555055	45.230250	46.905444	48.580638	50.255833
139	30	36.237806	38.049696	39.861586	41.673477	43.485367	45.297257	47.109148	48.921038	50.732928	52.544818	54.356709
137	05	27.023101	27.831224	28.746015	29.713913	30.601925	31.729754	32.902066	34.065299	35.610582	36.329885	37.305552

Current Sal Plans

Steps

Sal Plan	Grade	1	2	3	4	5	6	7	8	9	10	11
40	26	30.631017	31.84136	33.098	34.37321	35.80538	37.21913	38.67917	40.60111	43.43936	45.39974	46.3141
40	26M	31.296171	32.54367	33.78189	35.12165	36.40599	37.94914	39.45531	41.38016	44.2405	46.2481	47.17177
40	28	33.097996	34.37321	35.80538	37.21913	38.67917	40.14833	41.76533	43.82582	46.99255	49.13215	50.12166
40	28M	33.781887	35.12165	36.40599	37.94914	39.19423	40.99832	42.6616	44.73138	47.87849	50.03687	51.04532
40	31	37.219128	38.679168	40.148335	41.765334	43.400747	45.147157	46.939694	49.249870	52.798400	55.211141	56.304383
40	31M	37.949144	39.45531	40.99832	42.6616	44.23247	46.07113	47.92853	50.27539	53.86338	56.31386	57.45431
43	23K	26.738950	27.777964	28.896866	29.838287	31.276895	32.466910	33.754519	35.432947	35.796987	37.413229	38.159162
43	23M	26.738950	27.777964	28.896866	30.077953	31.276895	32.466910	33.754519	35.432947	37.146781	38.807508	39.588997
43	25	28.293008	29.438693	30.601925	31.809641	33.035214	34.411638	35.770359	37.502043	39.375807	41.178610	42.004432
43	25M	28.896866	30.077953	31.276895	32.466910	33.754519	34.988865	36.471962	38.274609	40.139596	41.977806	42.812553
43	27	30.601925	31.809641	33.035214	34.411638	35.770359	37.173563	38.585544	40.485935	42.484071	44.428798	45.325733
43	28M	32.466910	33.754519	34.988865	36.471962	37.919494	39.402439	41.000978	42.990189	45.112543	47.146237	48.096434

New Salary Plans

Steps

Sal Plan	New Grade	1	2	3	4	5	6	7	8	9	10	11
140	26	31.296171	32.543674	33.781887	35.121646	36.405986	37.949144	39.455314	41.380161	44.240501	46.248099	47.171767
140	28	33.781887	35.121646	36.405986	37.949144	39.194225	40.998315	42.661600	44.731376	47.878485	50.036869	51.045323
140	31	37.949144	39.455314	40.998315	42.661600	44.232468	46.071132	47.928532	50.275389	53.863381	56.313859	57.454311
143	23	27.537754	28.914642	30.291530	31.668417	33.045305	34.422193	35.799080	37.175968	38.552856	39.929744	41.306631
143	25	29.784835	31.274077	32.763318	34.252560	35.741802	37.231044	38.720285	40.209527	41.698769	43.188011	44.677252
143	27	32.215277	33.826041	35.436805	37.047569	38.658333	40.269097	41.879861	43.490625	45.101388	46.712152	48.322916
143	28	33.503889	35.179083	36.854277	38.529472	40.204666	41.879861	43.555055	45.230250	46.905444	48.580638	50.255833



Progression for all AFSCME Locals - Effective January 1, 2025 for Local 1935 Pks  
and all other AFSCME locals effective January 1, 2026

Step Advancement		Service Requirements	
From Step	To Step	Full-Time	PT Hours
1	2	0.5 years	1,040
2	3	0.5 years	1,040
3	4	1 year	2,080
4	5	1 year	2,080
5	6	1 year	2,080
6	7	1 year	2,080
7	8	2 years	4,160
8	9	2 years	4,160
9	10	2 years	4,160
10	11	2 years	4,160
11		MAX	

**Addendum B—AFSCME Local 1935 Parks and Recreation**

**Classification and Compensation Modernization**

**SALARY PLAN 123Z**

Steps	1	2	3	4	5	6	7	8	9	10	11
6	26.052277	26.634278	27.216279	27.798280	28.380281	28.96228	29.544284	30.126285	30.708286	31.290287	31.872290
7	30.378882	31.053095	31.727308	32.401521	33.075734	33.74947	34.424160	35.098373	35.772586	36.446799	37.121012

**JOB CLASSIFICATIONS & ASSIGNED GRADES**

Current Salary Plan/ Grade	Job Classifications	New Salary Plan/ Grade	New Job Classification
23Z/02	Maintenance & Operation Wkr 1	123Z/06	Maintenance & Operation Wkr
23Z/03	Maintenance & Services Wkr	123Z/07	Maintenance & Services Wkr
23Z/04	Maintenance & Operations Wkr 2	123Z/06	Maintenance & Operation Wkr
23Z/04	Purchasing & Equip Spec	123Z/07	Purchasing & Equip Spec

**STEP PROGRESSION**

**Effective January 1, 2025**

Step Advancement		Service Requirements	
From Step	To Step	Full-Time	PT Hours
1	2	0.5 years	1,040
2	3	0.5 years	1,040
3	4	1 year	2,080
4	5	1 year	2,080
5	6	1 year	2,080
6	7	1 year	2,080
7	8	2 years	4,160
8	9	2 years	4,160
9	10	2 years	4,160
10	11	2 years	4,160
11		MAX	

**PLACEMENT**

Placement and movement for impacted Local 1935 Parks and Recreation bargaining unit members will occur as follows:

- Those employees with twenty (20) or more years of continuous county service on December 31, 2024 shall be placed on Step 10 in 2025. Those employees will then move to Step 11 on the employee’s job classification anniversary date (also known as “merit date”) in 2026.
- Those employees with thirteen (13) years or more but less than twenty (20) years of continuous county service on December 31, 2024 shall be placed at Step 9 in 2025. Those employees will then move to Step 10 on the employee’s job classification anniversary date (also known as “merit date”) in 2026, and to Step 11 on the employee’s job classification anniversary date (also known as “merit date”) in 2027.
- Those employees with ten (10) years or more years but less than thirteen (13) of continuous county service on December 31, 2024 shall be placed on Step 8 in 2025. Those employees will then move to Step 9 on the employee’s job classification anniversary date (also known as “merit date”) in 2026, and to Step 10 on the employee’s job classification anniversary date (also known as “merit date”) in 2027.

Item Number: 2024-675

Meeting Date: 12/17/2024

**Sponsor:** Human Resources

### Title

Terms of Collective Bargaining Agreement with International Union of Operating Engineers Local 49 for the Years 2025, 2026 and 2027

### Recommendation

1. Approve the terms of collective bargaining agreement with international Union of Operating Engineers Local 49 for the years 2025 2026 and 2027.
2. Authorize the Chair and the County Manager to execute the agreement incorporating the terms and conditions.

### Background and Rationale

Collective bargaining with the International Union of Operating Engineers (IUOE) Local 49 bargaining unit has resulted in a tentative agreement for a three-year contract for the years 2025, 2026 and 2027. This bargaining unit represents 55 employees who work in the Public Works Department.

The current agreement expires December 31, 2024 and Ramsey County Board approval of a new agreement is required. The proposed settlement is the successful result of negotiations between the parties. This agreement reflects the diligent efforts of union and management participants in the bargaining process. The settlement was reached between the parties on November 21, 2024 and was ratified by the members on December 3, 2024. There were ample opportunities to address the interests of both union and management. The proposed settlement addresses the important interests of affected employee and the county, including modernization of the classification and compensation structure, while honoring the fiscal limitation expressed by the Ramsey County Board.

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

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

With approximately 4,206 employees employed by Ramsey County, 46% are racially and ethnically diverse with the overall rate of new hires of racially and ethnically diverse background at 55%. Collective bargaining agreements are essential to establishing equitable and consistent wages and benefit structure with equitable opportunities and outcomes in support of the attraction and retention of a diverse workforce who provide the numerous resident-facing services to the residents of Ramsey County and promote the county's vision, mission and goals.

### Community Participation Level and Impact

This action is strictly operational and internal facing. The union completed a vote to ratify the agreement pursuant to the internal union process. This agreement is the result of a traditional negotiation process in which the county and the union meet to resolve identified issues using both a collaborative and productive approach.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Funding for contract costs was accounted for in Ramsey County's 2025 operating budget and will be included in the 2026-2027 biennial budget.

**Last Previous Action**

None.

**Attachments**

1. IUOE Local 49, 2025-2027 Tentative Agreement
2. IUOE Local 49, Tentative Agreement Summary, Classification and Compensation

**International Union of Operating Engineers, Local 49**

**Total Tentative Agreement List for 2025-2027**

**TA Reached 11/21/2024**

**DURATION**

This Agreement shall be effective as of the first day of January 2025 and shall remain in full force and effect until the last day of December 2027.

**WAGES**

**2025:** Effective January 1, 2025, the applicable salary plans as contained within Addendum A shall be revised as part of the countywide classification and compensation modernization initiative.

3% wage increase effective the first full pay period following January 1, 2025. Employees shall progress through the wage schedule per the established salary plan in 2025.

Effective January 1, 2025, steps that require four (4) or more years between progression shall reduce the progression by two (2) years, not to result in more than two (2) years between steps.

**2026:** 3.5% wage increase effective the first full pay period following January 1, 2023. Employees shall progress through the wage schedule per the established salary plan in 2023.

**2027:** 4.5% wage increase effective the first full pay period following January 1, 2024. Employees shall progress through the wage schedule per the newly established salary plan in 2024.

**MEDICAL INSURANCE**

The Employer and employee will contribute toward medical insurance premiums as follows in 2025, 2026, and 2027:

<b>Tier</b>	<b>Employer Contribution %</b>	<b>Employee Contribution %</b>
Employee only (Single)	95%	5%
Employee + Spouse	82%	18%
Employee + child(ren)	82%	18%
Family	83%	17%

Employer contributions are prorated for part-time employees.

For the High Deductible plan, the Employer shall also contribute to a Health Savings Account (HSA) as follows:

<b>Employee only (Single)</b>	<b>\$60/mo (\$720 annual maximum)</b>
Employee + Spouse	\$125/mo (\$1,500annual maximum)
Employee + child(ren)	\$125/mo (\$1,500annual maximum)
Family	\$125/mo (\$1,500annual maximum)

**DENTAL INSURANCE**

<b>Tier</b>	<b>Employer Contribution %</b>	<b>Employee contribution %</b>
Employee Only (single)	50%	50%
Employee + Spouse	50%	50%
Employee + Child(ren)	50%	50%
Family	55%	45%

## **RETIREE INSURANCE CONTRIBUTIONS**

### **Regular Retiree Minimum Payment effective January 1, 2025:**

- **Single** – No less than \$55/month
- **Family** – No less than \$110/month

## **OTHER ECONOMIC ITEMS**

### **New Floating Holiday – Article 10**

- Effective in 2025, additional 8 (eight) hours of floating holiday for probationary or permanent status employees

### **Minnesota Paid Family and Medical Leave – Article 20**

- The employer and the employee will split the premiums for the Minnesota Paid Family and Medical Leave on a 50/50 basis with the employee share payable through payroll deductions pursuant to Minn. Stat. 268B.14

## **OTHER LANGUAGE ITEMS**

### **Recognition – Article 2**

- Revise the list of represented job classifications based on the classification and compensation

### **Union Security – Article 3**

- Modify union security article to conform with Minn. Stat. 179A

### **Compensatory Hours – Article 9**

Identifies a date for compensatory hours to be liquidated annually

### **Sick Leave – Article 12**

- Update sick leave article to confirm with Minn. Statute 181.9445-181.9448
- Establishes a waiver of MN Statute 181.9447, subdivision 1, clause (4) for sick time use due to weather when an employee is physically able to work

### **Paid Parental Leave – Article 12**

- Effective 1/1/2025, the County will provide 8 week of paid parental leave to sunset once a state parental leave program is in effect.

## **MEMORANDA OF AGREEMENT**

- i. Summer Laborers – **Renew**
- ii. Equipment Classification System – **Renew**
- iii. Central Pension Fund – **Revised**
- iv. Retention of Sick Leave Bank – **Renew**
- v. ACA Contribution Standard – **Renew**
- vi. Vacation Advance – **Renew**
- vii. Additional Work Location – **Renew**
- viii. Alternate Work Schedule – **Renew**

**Current Salary Plan 26**

Step Advancement		Service Requirements	
From Step	To Step	Full-Time Service	Part-Time Service Hours
1	2	0.5 years	1,040
2	3	9 Years Continuous FT Service	17,680
3	4	13 Years Continuous FT Service	8,320
4	5	17 Years Continuous FT Service	8,320
5	6	21 Years Continuous FT Service	8,320
6		MAX	

**Proposed Salary Plan 26**

Step Advancement		Service Requirements	
From Step	To Step	Full-Time	Part-Time Hours
1	2	0.5 years	1,040
2	3	0.5 years	1,040
3	4	1 year	2,080
4	5	1 year	2,080
5	6	1 year	2,080
6	7	1 year	2,080
7	8	2 years	4,160
8	9	2 years	4,160
9	10	2 years	4,160
10	11	2 years	4,160
11		MAX	

**Current Salary Plan 26A**

Step Advancement		Service Requirements	
From Step	To Step	Full-Time Service	Part-Time Service Hours
1	2	0.5 years	1,040
2	3	1.5 years	3,120
3	4	9 Years Continuous FT Service	14,460
4	5	13 Years Continuous FT Service	8,320
5	6	17 Years Continuous FT Service	8,320
6	7	21 Years Continuous FT Service	8,320
7		MAX	

**Proposed Salary Plan 26A**

Step Advancement		Service Requirements	
From Step	To Step	Full-Time	Part-Time Hours
1	2	0.5 years	1,040
2	3	0.5 years	1,040
3	4	1 year	2,080
4	5	1 year	2,080
5	6	1 year	2,080
6	7	1 year	2,080
7	8	2 years	4,160
8	9	2 years	4,160
9	10	2 years	4,160
10	11	2 years	4,160
11		MAX	

<b>Current Salary Plan/Grade</b>	<b>Job Classifications</b>	<b>Proposed Salary Plan/Grade</b>	<b>New Job Classification</b>
26/01	Mechanical Stock Clerk 1	126/01	Mechanical Stock Clerk 1*
26/02	Highway Maintenance Laborer	126/01	Highway Maintenance Laborer
26/05	Highway Sign Worker 1	126/02	Highway Sign Worker
26/06	Mechanical Stock Clerk 2	126/02	Mechanical Stock Clerk 2*
26/08	Highway Sign Worker 2	126/02	Highway Sign Worker
26/09	Heavy Equipment Operator 1	126/02	Heavy Equipment Operator
26/11M	Heavy Equipment Operator 2	126/03	Heavy Equipment Operator Senior
26/11M	Highway Maintenance Laborer Crew Leader	126/03	Highway Maintenance Crew Leader
26/12	Fleet Mechanic	126/03	Fleet Mechanic
26A/03	Equipment Service Worker	126A/01	Equipment Service Worker



**New Salary Plan**

**Salary Plan 126 w**

<b>Grade 1</b>	Step	1	2	3	4	5	6	7	8	9	10	11
	Hourly Rate	25.908183	26.685428	27.462674	28.239919	29.017165	29.794410	30.571656	31.348901	32.126147	32.903392	33.680638

**Salary Plan 126**

<b>Grade 2</b>	Step	1	2	3	4	5	6	7	8	9	10	11
	Hourly Rate	28.561181	29.418016	30.274852	31.131687	31.988523	32.845358	33.702194	34.559029	35.415864	36.272700	37.129535

**Salary Plan**

<b>Grade 3</b>	Step	1	2	3	4	5	6	7	8	9	10	11
	Hourly Rate	31.473260	32.417458	33.361656	34.305853	35.250051	36.194249	37.138447	38.082645	39.026842	39.971040	40.915238

**Salary Plan 126A**

<b>Grade 1</b>	Step	1	2	3	4	5	6	7	8	9	10	11
	Hourly Rate	25.908183	26.685428	27.462674	28.239919	29.017165	29.794410	30.571656	31.348901	32.126147	32.903392	33.680638

Item Number: 2024-677

Meeting Date: 12/17/2024

**Sponsor:** Human Resources

### Title

Terms of Collective Bargaining Agreement with Teamsters 320 Correctional Officer IIIs for the years 2025, 2026 and 2027

### Recommendation

1. Approve the terms of the collective bargaining agreement with Teamsters 320 Correctional Officer IIIs for the years 2025, 2026 and 2027.
2. Authorize the Chair and the County Manager to execute the agreement.

### Background and Rationale

Collective bargaining with Teamsters 320 Correctional Officer III's has resulted in agreement for a three-year contract for the years 2025-2027. This bargaining unit represents approximately 21 employees who work at either the Ramsey County Sheriff's Office and the Community Corrections Department in the job classification of Correctional Officer III.

The current agreement expires December 31, 2024 and Ramsey County Board approval of a new agreement is required. The proposed settlement is the successful result of negotiations between the parties. This agreement reflects the diligent efforts of union and management participants in the bargaining process. The settlement was reached between the parties on November 5, 2024. The bargaining unit subsequently voted to ratify the tentative agreement on November 14, 2024. Although the challenges were significant, there were ample opportunities to address the interests of both union and management. The proposed settlement addresses the important interests of affected employees and the county, including modernization of the classification and compensation structure, while honoring the fiscal limitation expressed by the Ramsey County Board.

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

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

With approximately 4,206 employees employed by Ramsey County, 46% are racially and ethnically diverse with the overall rate of new hires of racially and ethnically diverse background at 55%. Collective bargaining agreements are essential to establishing equitable and consistent wages and benefit structure with equitable opportunities and outcomes in support of the attraction and retention of a diverse workforce who provide protective services to the residents of Ramsey County and promote the county's vision, mission and goals.

### Community Participation Level and Impact

This action is strictly operational and internal facing. The union completed a vote of its membership to ratify the agreement pursuant to the internal union process. This agreement is the result of a traditional negotiation process in which the county and the union meet to resolve identified issues using both a collaborative and productive approach.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Sufficient funds are available in the Ramsey County 2025 operating budget.

**Last Previous Action**

None.

**Attachments**

1. 2025-2027 Teamsters 320 Correctional Officer III Tentative Agreement Summary List
2. Addendum A - Teamsters 320 Correctional Officer III Classification and Compensation Tentative Agreement Summary List

**Ramsey County**  
**Teamsters Local 320 Correctional Officers 3**  
**Tentative Agreement Reached on November 5, 2024**

**DURATION**

This Agreement shall be effective as of the first day of January 2025 and shall remain in full force and effect until the last day of December 2027.

**WAGES**

**2025:** Effective January 1, 2025, the applicable salary plans as contained within Addendum A shall be revised as part of the countywide classification and compensation modernization initiative.

3% wage increase effective the first full pay period following January 1, 2025. Employees shall progress through the wage schedule per the established salary plan in 2025.

Effective January 1, 2025, steps that require four (4) or more years between progression shall reduce the progression by two (2) years, not to result in more than two (2) years between steps.

**2026:** 3.5% wage increase effective the first full pay period following January 1, 2023. Employees shall progress through the wage schedule per the established salary plan in 2023.

**2027:** 4.5% wage increase effective the first full pay period following January 1, 2024. Employees shall progress through the wage schedule per the newly established salary plan in 2024.

**MEDICAL INSURANCE**

The Employer and employee will contribute toward medical insurance premiums as follows in 2025, 2026, and 2027:

Tier	Employer Contribution %	Employee Contribution %
Employee only (Single)	95%	5%
Employee + Spouse	82%	18%
Employee + child(ren)	82%	18%
Family	83%	17%

Employer contributions are prorated for part-time employees.

For the High Deductible plan, the Employer shall also contribute to a Health Savings Account (HSA) as follows:

<b>Employee only (Single)</b>	<b>\$60/mo (\$720 annual maximum)</b>
Employee + Spouse	\$125/mo (\$1,500 annual maximum)
Employee + child(ren)	\$125/mo (\$1,500 annual maximum)
Family	\$125/mo (\$1,500 annual maximum)

**DENTAL INSURANCE**

Tier	Employer Contribution %	Employee contribution %
Employee Only (single)	50%	50%
Employee + Spouse	50%	50%
Employee + Child(ren)	50%	50%
Family	55%	45%

## **RETIREE INSURANCE CONTRIBUTIONS**

### **Regular Retiree Minimum Payment effective January 1, 2025:**

- **Single** – No less than \$55/month
- **Family** – No less than \$110/month

## **OTHER ECONOMIC ITEMS**

### **Overtime Eligibility on Holidays – Article 14**

- All employees working overtime on a holiday to be eligible to receive holiday pay as provided for other employees working on the holiday

### **New Floating Holiday – Article 14**

- Effective in 2025, additional 8 (eight) hours of floating holiday for probationary or permanent status employees

### **Premium Pay – Article 15**

- Night differential increase from 6.5% of first step to 7% of first step per hour.
- Add: Field Training Officer Differential - \$5.00 per hour.

### **Clothing Allowance – Article 16**

- Increase the clothing allowance from \$900 to \$915 in 2025, \$930 in 2026 and \$945 in 2027.

### **Minnesota Paid Family and Medical Leave – Article 20**

- The employer and the employee will split the premiums for the Minnesota Paid Family and Medical Leave on a 50/50 basis with the employee share payable through payroll deductions pursuant to Minn. Stat. 268B.14

### **Education – Article 23**

- Increase education funds from \$625 to \$650 annually.

## **OTHER LANGUAGE ITEMS**

### **Union Security – Article 3**

- Modify union security article to conform with Minn. Stat. 179A

### **Sick Leave – Article 9**

- Update sick leave article to confirm with Minn. Statute 181.9445-181.9448

### **Paid Parental Leave – Article 9**

- Effective 1/1/2025, the County will provide 8 weeks of paid parental leave to sunset once a state parental leave program is in effect.

### **Workers Compensation – Article 9**

- Increase the amount of sick leave an employee may use in conjunction with Workers Compensation to 100% of an employee's normal daily wage

## **MEMORANDA OF AGREEMENT**

- i. Post Employment HCSP – RENEW
- ii. Short/Long Term Disability – RENEW
- iii. ACA Eligibility– RENEW
- iv. Vacation Accrual Within Community Corrections – RENEW
- v. Labor Management Committee – RENEW
- vi. Training Funds Carryover and One-Time Cash Payout -2021 – REMOVE
- vii. Sheriff's Office CO Holidays – RENEW WITH MODIFICATION

Ramsey County and Teamsters Local 320 Correctional Officer 3 Tentative Agreement Summary -- Addendum A

<i>Move to non-longevity based salary plan</i>												
Current Salary Plan 36												
Grade 28	Step	1	2	3	4	5	6	7	8	9	10	11
	Hourly Rate	32.484615	33.754519	34.997793	36.48089	37.92827	39.420292	41.018677	42.999115	45.130398	47.16394	48.114138

New Salary Plan												
Salary Plan 136												
Grade 28	Step	1	2	3	4	5	6	7	8	9	10	11
	Hourly Rate	33.50388852	35.17908295	36.85427738	38.5294718	40.20466623	41.87986065	43.55505508	45.23024951	46.90544393	48.58063836	50.25583279

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2024-652

**Meeting Date:** 12/17/2024

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**Sponsor:** Finance

**Title**

Approval of the 2025 Ramsey County Operating Budget

**Recommendation**

Approve the 2025 Ramsey County Operating Budget and the 2025 Tax Levy:

1. Approve the 2025 budget of \$871,664,841 with all the changes noted in the attached budget addenda - the 2025 budget is an increase of \$63,166,042 or 7.8% over the 2024 approved budget.
2. Approve a continuation of a vacancy factor reduction in department budgets for 2025.
3. Authorize the County Manager to monitor the savings that accrue due to the vacancy factor and to transfer vacancy factor savings if needed from departments that have excess savings to departments that need additional funds and to increase estimated revenues if needed to finance salary related costs due to the vacancy factor.
4. Authorize the County Manager to continue to fund Internal Services Fund for Employee Health and Dental Insurance to account for health and dental premiums.
5. Authorize the County Manager to move, transfer, or reallocate existing Full Time Equivalents and budget resources within and between the service teams to support the service teams in their ability to achieve and implement the County Board's vision, mission, goals, and strategic plan.
6. Authorize the County Manager to make all necessary budget adjustments, including transfers and increasing estimated revenues and expenditures to implement Request for Board Actions that have been approved by the Ramsey County Board of Commissioners.

**Background and Rationale**

The Home Rule Charter for Ramsey County, Chapter 3, Section 3.02 F states that the County Manager shall prepare and submit the annual budget proposal to the Ramsey County Board of Commissioners. Along with the Home Rule Charter, the Minnesota Statutes, Sections 134.07 and 134.34 authorizes the Ramsey County Board of Commissioners to levy a tax to establish and maintain a public library, which levy is to be made upon taxable property in Ramsey County, outside of any city or village where in a free public library is located, or which is not already taxed for the support of any free library.

The County Manager presented the 2025 Supplemental Budget and Performance Measures to the Ramsey County Board on August 27, 2024.

The Ramsey County Budget Committee of the Whole met with county service teams to discuss their proposed budgets:

1. September 16, 2024: Strategic, Information & Public Records and Economic Growth & Community Investment Service Teams
2. September 17, 2024: Health & Wellness and Safety & Justice Service Teams

The County Manager and Chief Financial Officer presented the 2025 Supplemental Budget to the Ramsey County Charter Commission at Maplewood Library on October 21<sup>st</sup>, 2024.

The Ramsey County Committee of the Whole held a public hearing on September 17, 2024, to receive public input on the 2025 budget. The Ramsey County Board also held a public meeting on December 11, 2024, to hear additional comments on the 2025 budget.

The Truth in Taxation Law requires the county to certify a proposed levy each year to the County Auditor on or before September 30. On September 24, 2024, the Ramsey County Board of Commissioners certified a proposed maximum tax levy of \$395,960,717 to finance the 2025 budget.

Staff are now requesting the approval and adoption of the 2025 Supplemental Budget based on the County Manager’s 2025 budget proposal as amended by addenda presented to the board and with additional changes approved by the Ramsey County Board during board meetings in 2024.

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

- Well-being
- Prosperity
- Opportunity
- Accountability

**Racial Equity Impact**

The racial equity impact of departments, programs, and services is included in the [2024-2025 biennial budget documents <https://www.ramseycounty.us/sites/default/files/Budget%20and%20Finance/Ramsey%20County%20Biennial%20Budget%20Book%20-%202024-2025%20Approved%20-%20Final.pdf>](https://www.ramseycounty.us/sites/default/files/Budget%20and%20Finance/Ramsey%20County%20Biennial%20Budget%20Book%20-%202024-2025%20Approved%20-%20Final.pdf). They are also included in performance measures information available from the county’s open data portal <https://opendata.ramseycounty.us/>. These impacts were discussed during the 2024-25 biennial budget hearings held by the Ramsey County Board in August and September of 2023, and during the 2025 Supplemental budget and performance measures hearings in September of 2024.

**Community Participation Level and Impact**

Two public hearings were incorporated in the budget process and included opportunities for public comment. Public testimony was accepted at both public hearings.

- September 17, 2024, 5:00 p.m. - Ramsey County Courthouse
- December 11, 2024, 6:00 p.m. - Hallie Q Brown Community Center

- Inform
- Consult
- Involve
- Collaborate
- Empower

**Fiscal Impact**

A property tax levy of \$395,960,717 results in a 4.75% levy increase and represents 46.6% of the total proposed 2025 county budget.

**Last Previous Action**

On September 24, the Ramsey County Board approved setting the proposed maximum levy of \$395,960,717 (Resolution B2024-187).

On September 16 and 17, 2024, the Ramsey County Budget Committee of the Whole reviewed all service team proposed budgets.

On August 27, 2024, the County Manager presented the 2025 proposed supplemental budget and performance measures to the Ramsey County Board of Commissioners.



**Attachments**

1. 2024 Budget Addenda - December

## 25 Addenda Tracking

12/17/2024

	2025 Budget				
	FTEs	Appropriations	Revenue	Fund Balance	Levy
<b>2025 County Manager Proposed Supplemental Budget</b>	4,260.47	848,554,948	457,695,938	2,497,064	388,361,946
<b>Strategic Team &amp; General County Purposes</b>					
<b>Finance</b>					
<b>PACT Centralization in Finance</b>					
Ramsey County has undertaken PACT, an initiative to centralize purchasing and contracting activities in a single department to improve procurement process. This initiative was operationalized in 2024 and procurement teams across the County have been moved to a new Purchasing & Contracting division in the Finance department. As a result of this realignment, 14 FTEs and a budget of \$1,922,206 is transferred to Finance from three service teams. Additionally, 1.0 FTE is added for a total of 15.0 new FTEs in the finance department.					
Information and Public Records is transferring a total of 2 FTE and \$270,024 of funding, including 1.0 FTE and a budget of 124,140 from Information Services and 1.0 FTE and a budget of 145,884 is from Enterprise Administrative Services.	2.00	270,024			270,024
Economic Growth and Community Investment is transferring a total of 2 FTE and \$270,000 of budget. This includes 1 FTE and corresponding budget of \$70,000 from Parks and Recreation and 1 FTE and associated budget of \$50,000 from Workforce Solutions, as well as funding in the amount of \$50,000 from Community and Economic Development and \$100,000 from Public Works.	2.00	270,000			270,000
Health And Wellness is transferring 10 FTEs and \$1,382,182 of funding, including 2 FTEs and associated budget from Public Health, 6 FTEs and associated budget from Health and Wellness Administration and 2FTEs and associated budget from Corrections	10.00	1,382,182			1,382,182
The PACT complement was established with a borrowed position from the County Manager Pool. Finance is requesting a new permanent FTE be created to replace the FTE that will be returned to the County Manager Pool at the end of 2024.	1.00				
<b>Treasury/Receipting Function Move to Finance</b>					
Ramsey County, in an effort to streamline and enhance operational efficiency, has decided to centralize County treasury functions into the Finance department. This change better aligns with the strategic financial management objectives of the County. Total impact is 2.5 FTE and \$245,079 of funding.					
Receipting functions, which were previously part of the Information and Public Records (IPR) service team, were moved to the Finance department. As a result, 1 FTE and the related budget of \$145,884 from Enterprise & Administrative Services and 1 FTE and related budet of \$83,016 from the Unified Team in IPR was transferred to the Finance department.	2.00	162,516			162,516
Receipting functions which were previously part of Health and Wellness Administration were moved to the Finance Department . As a result, 0.5 FTE and the related budget of \$82,563 was transferred to the Finance Department.	0.50	82,563			82,563
<b>Health and Wellness Service Team</b>					
<b>Office of Health and Wellness</b>					
<b>Transfer 54.80 FTEs from Health and Wellness Administration, Community Corrections, Lake Owasso Residence and Public Health to Office of H&amp;W to centralize fiscal functions for the Service Team.</b>					
Centralizing fiscal services for the Health and Wellness Service Team will create teams by functional area. This ensures best practices are implemented, consistent workflows across all departments, cross training and backup availability, while enhancing and improving fiscal support for the departments. Approved by County Manager.					
	54.8	5,762,409			5,762,409
<b>Community Corrections</b>					

## 25 Addenda Tracking

12/17/2024

2025 Budget				
FTEs	Appropriations	Revenue	Fund Balance	Levy

**Transfer 6.00 FTE from Community Corrections to Office of Health & Wellness.**

This transfer is part of the centralization of fiscal services for the Service Team will create teams by functional area. This ensures best practices are implemented, consistent workflows across all departments, cross training and backup availability, while enhancing and improving fiscal support for the departments. Approved by County Manager

-6	(737,038)			(737,038)
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**Transfer 2.00 FTEs from Community Corrections to Office of Finance Division of Purchasing and Contracting (PaC) Team**

Ramsey County has undertaken PACT, an initiative to centralize purchasing and contracting activities in a single department to improve procurement process. This initiative was operationalized in 2024 and procurement teams across the County have been moved to a new Purchasing & Contracting division in the Finance department. Approved by County Manager

-2.00	(254,208)			-
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**Public Health**

**Increase 5.00 FTEs for Public Health Environmental Health's Environmental Service Center in Roseville**

The Environmental Service Center in Roseville is projected to open 9 months ahead of schedule and under budget. The increase of 5.00 FTEs is will be necessary to operated the facility. Approved by County Manager.

5.00	553,560		553,560	-
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**Transfer 2.00 FTEs from Public Health to Office of Finance Division of Purchasing and Contracting (PACT) Team.**

Ramsey County has undertaken PACT, an initiative to centralize purchasing and contracting activities in a single department to improve procurement process. This initiative was operationalized in 2024 and procurement teams across the County have been moved to a new Purchasing & Contracting division in the Finance department. Approved by County Manager

-2.00	(274,051)			(274,051)
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**Transfer 10.55 FTE from Public Health to Office of Health & Wellness**

This transfer is part of the centralization of fiscal services for the Service Team will create teams by functional area. This ensures best practices are implemented, consistent workflows across all departments, cross training and backup availability, while enhancing and improving fiscal support for the departments. Approved by County Manager.

-10.55	(1,207,484)			(1,207,484)
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**Health and Wellness Administration**

**Transfer 6.00 FTEs from Health and Wellness Administration to Office of Finance Division of Purchasing and Contracting (PACT) Team**

Ramsey County has undertaken PACT, an initiative to centralize purchasing and contracting activities in a single department to improve procurement process. This initiative was operationalized in 2024 and procurement teams across the County have been moved to a new Purchasing & Contracting division in the Finance department. Approved by County Manager

-6.00	(853,923)			(853,923)
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**Transfer .50 FTE from Health and Wellness Administration to Finance Treasury Team**

The Treasury Team in Finance will begin posting payments in iPayment currently being done in Health and Wellness Administration. The transfer of the work will include a transfer of .50 FTE and the corresponding budget. This will bring consistency to all HWST departments' receipting. Approved by County Manager.

-0.50	(82,563)			(82,563)
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**Transfer 36.25 FTE from Health and Wellness Administration to Office of Health & Wellness**

This transfer is part of the centralization of fiscal services for the Service Team will create teams by functional area. This ensures best practices are implemented, consistent workflows across all departments, cross training and backup availability, while enhancing and improving fiscal support for the departments. Approved by County Manager

-36.25	(3,648,277)			(3,648,277)
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**Transfer 39.50 FTEs from Health and Wellness Administration to Social Services (26.50) and Financial Assistance Services (13.00).**

This transfer is to better align services with the program areas. Approved by County Manager.

-39.50	(3,983,327)			(3,983,327)
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**Social Services**

**25 Addenda Tracking**

12/17/2024

	2025 Budget				
	FTEs	Appropriations	Revenue	Fund Balance	Levy
<b>Grant Award: Minnesota Department of Human Services (DHS) funding for the Substance Abuse and Mental Health Services Administration (SAMSHA) for the Mental Health Urgent Care (MHUC).</b> A grant award with Substance Abuse and Mental Health Services Administration for the period upon execution through September 29, 2025, in the amount of \$1,000,000. The pilot project, Mental Health Urgent Care provides an opportunity for the county to determine the level of community need and use of extended services for youth, the demographics of those served and whether the target population is served, and the actual cost of operations. Resolution #B2024-431.		1,000,000	1,000,000		-
<b>Increase 2.00 FTEs in Social Services for expand services in the Mother's First program.</b> DHS Mother's First grant is providing funding for the role of a certified peer recovery specialist. This position is a unique role that has lived experience with mental health and substance use recovery. This provides the opportunity to serve more women and children by providing peer support. DHS is also funding an intern position. Resolution #2023-399	2.00				-
<b>Increase Social Services 26.50 FTEs from the transfer of Health and Wellness Administration</b> This transfer is to better align services with the program areas. Approved by County Manager.	26.50	3,012,884			3,012,884
<b>Transfer 2.00 FTE from Lake Owasso Residence to Office of Health &amp; Wellness</b>  This transfer is part of the centralization of fiscal services for the Service Team will create teams by functional area. This ensures best practices are implemented, consistent workflows across all departments, cross training and backup availability, while enhancing and improving fiscal support for the departments. Approved by County Manager.	-2.00	(169,610)			(169,610)
<b>Financial Assistance</b>					
<b>Increase Financial Assistance Services 13.00 FTEs from the transfer of Health and Wellness Administration</b> This transfer is to better align services with the program areas. Approved by County Manager.	13.00	970,443			970,443
<b>Safety and Justice Service Team</b>					
** No addenda items included for the Safety and Justice Service Team **					
<b>Information and Public Records Service Team</b>					
<b>Office of IPR</b>					
<b>Treasury/receipting function move to Finance</b> Ramsey County, in an effort to streamline and enhance operational efficiency, has decided to centralize County treasury functions into the Finance department. This changes better aligns with the strategic financial management objectives of the County. In 2024, as part of this transition, receipting function which was previously part of the Unified Team was moved to the Finance department. As a result, 1.00 FTE and 79,500 budget is moving from Office of IPR to Finance.	(1.00)	(79,500)	-	-	(79,500)
<b>Unified Team</b>					
<b>Treasury/receipting function move to Finance</b> Ramsey County, in an effort to streamline and enhance operational efficiency, has decided to centralize County treasury functions into the Finance department. This changes better aligns with the strategic financial management objectives of the County. In 2024, as part of this transition, receipting function which was previously part of the Unified Team was moved to the Finance department. As a result, 1.00 FTE and 83,016 budget is moving from Unified Team to Finance.	(1.00)	(83,016)	-	-	(83,016)
<b>Information Services</b>					
<b>PACT Centralization in Finance</b>					

## 25 Addenda Tracking

12/17/2024

Ramsey County has undertaken PACT, an initiative to centralize purchasing and contracting activities in a single department to improve procurement process. This initiative was operationalized in 2024 and procurement teams across the County have been moved to a new Purchasing & Contracting division in the Finance department. Approved by County Manager

2025 Budget				
<i>FTEs</i>	<i>Appropriations</i>	<i>Revenue</i>	<i>Fund Balance</i>	<i>Levy</i>
(1.00)	(124,140)	-	-	(124,140)

### Enterprise & Administrative Services (EAS)

#### PACT Centralization in Finance

Ramsey County has undertaken PACT, an initiative to centralize purchasing and contracting activities in a single department to improve procurement process. This initiative was operationalized in 2024 and procurement teams across the County have been moved to a new Purchasing & Contracting division in the Finance department. Approved by County Manager

(1.00)	(145,884)	-	-	(145,884)
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### Economic Growth and Community Investment Service Team

#### Parks and Recreation

##### Late Fees for Arenas

Creation of late fees for arena ice and dry floor rentals. Late fee will be 8% plus tax of the total outstanding invoice every 30 days. Revenue will follow where the charge originated. Revenue and Appropriation Budget for the department will be adjusted to reflect amount collected from the late fee as it is implemented/collected in 2025.

-

##### Late Fees for Winter Rec and Tamarack

Creation of late fees Winter Rec and Tamarack. Late fee will be 8% plus tax of the total outstanding invoice every 30 days. Revenue will follow where the charge originated. Revenue and Appropriation Budget for the department will be adjusted to reflect amount collected from the late fee as it is implemented/collected in 2025.

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#### PACT Centralization in Finance

Ramsey County has undertaken PACT, an initiative to centralize purchasing and contracting activities in a single department to improve procurement process. This initiative was operationalized in 2024 and procurement teams across the County have been moved to a new Purchasing & Contracting division in the Finance department. Approved by County Manager

-1.00	(70,000)			(70,000)
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#### Property Management

##### New Building - Environmental Service Center.

The opening of the Environmental Service Center in 2025 require a budget be established in property management for the maintenance of the facility.

419,945	419,945			-
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##### Metropolitan Council Lease Extension

Metropolitan Council will extend their lease from February 28, 2025 to December 31, 2025. Current rate per month is \$23,741.43.

237,414	237,414			-
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#### Workforce Solutions

##### People in Action Sub-Grant

\$100,000 is for a grant to Ramsey County for a subgrant with People in Action to provide workforce development programming. This amount is available until June 30, 2026, and 40 percent of the amount must be expended within the city of St. Paul. Grants provided by People in Action must be awarded through at least two requests for proposals. This is a onetime appropriation and these are Workforce Development Funds. The language can be found in Article 1, Section 2, Subd. 3(q)

100,000	100,000			-
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##### Justice Impact Navigator

## 25 Addenda Tracking

12/17/2024

	2025 Budget				
	FTEs	Appropriations	Revenue	Fund Balance	Levy
<p>\$100,000 is for a grant to Ramsey County for a Justice Impact Navigator to support Ramsey County residents who have a justice impact or who are reentering the community after incarceration to connect to resources with a focus on employment and training supports. Funds must be used for a navigator pilot and other administrative expenses such as outreach, marketing, and resources for residents. This is a onetime appropriation. This language can be found in Article 1, Section 2, Subd. 3 (dd).</p>		100,000	100,000		-
<p><b>PACT Centralization in Finance</b></p> <p>Ramsey County has undertaken PACT, an initiative to centralize purchasing and contracting activities in a single department to improve procurement process. This initiative was operationalized in 2024 and procurement teams across the County have been moved to a new Purchasing &amp; Contracting division in the Finance department. Approved by County Manager</p>	-1.00	(50,000)			(50,000)
<p><b>Public Works</b></p> <p><b>Increase 2025 Revenue and Appropriations - Transportation Advancement Account (TAA)</b></p> <p>As a result of 2023 Legislation, Ramsey County will be receiving a portion of the new Regional Transportation Sales and Use Tax. An estimate for 2025 was provided by the Minnesota Department of Transportation - State Aid Office.</p>		18,218,902	18,218,902		-
<p><b>Increase Estimated CSAH Maintenance Revenue and Appropriations - TAA</b></p> <p>As a result of 2023 Legislation, Ramsey County will be receiving a portion of the new Regional Transportation Sales and Use Tax as County State Aid Highway Funds. An estimate for 2025 was provided by the Minnesota Department of Transportation - State Aid Office.</p>		88,055	88,055		-
<p><b>Increase Estimated CSAH Construction Revenue and Appropriations - TAA</b></p> <p>As a result of 2023 Legislation, Ramsey County will be receiving a portion of the new Regional Transportation Sales and Use Tax as County State Aid Highway Funds. An estimate for 2025 was provided by the Minnesota Department of Transportation - State Aid Office.</p>		132,082	132,082		-
<p><b>PACT Centralization in Finance</b></p> <p>Ramsey County has undertaken PACT, an initiative to centralize purchasing and contracting activities in a single department to improve procurement process. This initiative was operationalized in 2024 and procurement teams across the County have been moved to a new Purchasing &amp; Contracting division in the Finance department. Approved by County Manager</p>		(100,000)			(100,000)
<p><b>Community Economic Development</b></p> <p><b>PACT Centralization in Finance</b></p> <p>Ramsey County has undertaken PACT, an initiative to centralize purchasing and contracting activities in a single department to improve procurement process. This initiative was operationalized in 2024 and procurement teams across the County have been moved to a new Purchasing &amp; Contracting division in the Finance department. Approved by County Manager</p>		(50,000)			(50,000)
<p><b>Office of EGCI</b></p> <p><b>Convert Two Contractor Positions to FTEs</b></p> <p>Convert 2.0 Contractor positions to full time county employees. Funds to pay staff are already included in the budget, so only the 2.0 FTE increase is needed to implement this change.</p>	2.00				-

**25 Addenda Tracking**

12/17/2024

	2025 Budget				
	<i>FTEs</i>	<i>Appropriations</i>	<i>Revenue</i>	<i>Fund Balance</i>	<i>Levy</i>
<b>Countywide Initiatives</b>					
<i>Debt Service</i>					
Adjust 2025 budget to account for 2024 bond issuance	-	2,264,085	-	2,264,085	-
Correct 2025 MPFA loan repayment, per debt service schedule		(3,950)	(3,950)		-
General levy debt service correction		(200)		(200)	-
<b>Commissioner budget addenda recommended to adjust the 2025 County Manager Approved Budget</b>					
** No commissioner addenda items identified **					
<b>2025 Final Supplemental Approved Budget</b>					
	<b>4,270.47</b>	<b>871,664,841</b>	<b>477,988,386</b>	<b>5,314,509</b>	<b>388,361,946</b>
Change from County Manager Supplemental Proposed	10.00	23,109,893	20,292,448	2,817,445	-

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2024-654

**Meeting Date:** 12/17/2024

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**Sponsor:** Finance

**Title**

Approval of the 2025 Tax Levy

**Recommendation**

Approve the 2025 Tax Levy:

1. Approve the 2025 total tax levy of \$395,960,717, a 4.75% increase over the 2024 tax levy. Tax levy statement attached.
2. Adopt a countywide levy on all taxable property of \$379,022,184 and a suburban-only levy for Libraries of \$16,938,533 on all taxable property in Ramsey County outside of the city of Saint Paul, to be levied in the year 2024 and to be collected in the year 2025.
3. Approve the 2025 tax levy of \$16,938,533 on suburban properties for libraries to be a separate line on the property tax statement.

**Background and Rationale**

The Home Rule Charter for Ramsey County, Chapter 3, Section 3.02 F states that the County Manager shall prepare and submit the annual budget proposal to the Ramsey County Board of Commissioners. Along with the Home Rule Charter, the Minnesota Statutes, Sections 134.07 and 134.34 authorizes the Ramsey County Board of Commissioners to levy a tax to establish and maintain a public library, which levy is to be made upon taxable property in Ramsey County, outside of any city or village where in a free public library is located, or which is not already taxed for the support of any free library.

The County Manager presented the 2025 Supplemental Budget and Performance Measures to the Ramsey County Board on August 27, 2024.

The Ramsey County Budget Committee of the Whole met with county service teams to discuss their proposed budgets:

1. September 16, 2024: Strategic, Information & Public Records and Economic Growth and Community Investment Service Teams
2. September 17, 2024: Health & Wellness and Safety & Justice Service Teams

The County Manager and the Chief Financial Officer presented to the 2025 supplemental budget to the Ramsey County Charter Commission at Maplewood Library on October 21<sup>st</sup>, 2024.

The Ramsey County Committee of the Whole held a public hearing on September 17, 2024, to receive public input on the 2025 budget. The Ramsey County Board also held a public meeting on December 11, 2024, to hear additional comments on the 2025 budget.



The Truth in Taxation Law requires the county to certify a proposed levy each year to the County Auditor on or before September 30. On September 24, 2024, the Ramsey County Board of Commissioners certified a proposed maximum tax levy of \$395,960,717 to finance the 2025 budget, which was a 4.75% increase over the 2024 Tax Levy of \$378,034,546.

Staff are now requesting approval of the 2025 Tax Levy based on the County Manager’s 2025 budget proposal as amended by addenda presented to the Budget Committee of the Whole and with additional changes approved by the Ramsey County Board during board meetings in 2024.

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

- Well-being
- Prosperity
- Opportunity
- Accountability

**Racial Equity Impact**

The racial equity impact of departments, programs, and services is included in the [2024-25 biennial budget documents](https://www.ramseycounty.us/your-government/budget-finance) <<https://www.ramseycounty.us/your-government/budget-finance>>. They are also included in performance measures information available from the County’s open data portal <<https://opendata.ramseycounty.us/>>. These impacts were discussed during the 2024-25 biennial budget hearings held by the Ramsey County Board in August and September of 2023, and during the 2025 supplemental budget and performance measures hearings in September of 2024.

**Community Participation Level and Impact**

Two public hearings are incorporated in the budget process and included opportunities for public comment. Public testimony was accepted at both public hearings.

- September 17, 2024, 5:00 p.m. Ramsey County Courthouse
- December 11, 2024, 6:00 p.m. Hallie Q Brown Community Center

- Inform
- Consult
- Involve
- Collaborate
- Empower

**Fiscal Impact**

A property tax levy of \$395,960,717 results in a 4.75% levy increase and represents 45.4% of the final 2025 county budget.

**Last Previous Action**

On September 24, the Ramsey County Board approved setting the proposed maximum levy of \$395,960,717 (Resolution B2024-187).

On September 16 and 17, 2024, the Ramsey County Budget Committee of the Whole reviewed all service team proposed budgets.

On August 27, 2024, the County Manager presented the 2025 proposed supplemental budget and performance measures to the Ramsey County Board of Commissioners.

**Attachments**

1. Tax Levy Statement

**Countywide Levy**

	<b>11101, 11102, and 11112</b>	<b>11102</b>	<b>16101</b>	<b>17301</b>	<b>13301</b>		<b>14001</b>	<b>22118</b>				
	County	Community	Debt		Workforce	Care	Lake	Emergency	Central	Ramsey County	Non Tax	Total
	Revenue and Grants	Human	Service	CCAMP	Solutions	Center	Owasso	Communications	Fleet	Buildings	Funds	Countywide
2025 Approved Budget	614,887,678		23,317,757	1,100,000	23,408,184	0	11,664,749	20,991,804	9,502,688	32,260,258	108,432,614	845,565,732
<b>Financing</b>												
Estimated Revenue	261,037,290		3,755,383		21,580,926	0	9,492,570	9,480,728	1,256,000	30,638,854	107,189,019	444,430,770
Other Tax Collections	5,238,729										0	5,238,729
Fund Balance	(417,445)		(2,198,501)		500,000					122,091	553,560	(1,440,295)
Subtotal	265,858,574	-	1,556,882	-	22,080,926	0	9,492,570	9,480,728	1,256,000	30,760,945	107,742,579	448,229,204
Property Tax Levy	349,029,104	-	21,760,875	1,100,000	1,327,258	0	2,172,179	11,511,076	8,246,688	1,499,313	690,035	397,336,528
Plus: Allowance for Uncollectibles	5,661,266	-	1,088,044	19,250	23,227	0	38,013	201,444	144,317	26,238	12,076	7,213,875
Total Tax Levy	354,690,370	-	22,848,919	1,119,250	1,350,485	0	2,210,192	11,712,520	8,391,005	1,525,551	702,111	404,550,403
Less: County Program Aid	25,528,218	-	-	-	-	-	-	-	-	-	-	25,528,218
Total Tax Levy After County Program Aid	329,162,152	-	22,848,919	1,119,250	1,350,485	0	2,210,192	11,712,520	8,391,005	1,525,551	702,111	379,022,185

## TAX LEVY STATEMENT

	<u>Suburban Only Levy</u>			<u>Total</u>
	<u>12101</u>	<u>16301</u>		
	Library Operations & Technology	Library Debt Service	Total Library Funds	Countywide & Suburban Only
2025 Approved Budget	<u>15,337,013</u>	<u>2,024,113</u>	<u>17,361,126</u>	<u>862,926,858</u>
<u>Financing</u>				
Estimated Revenue	418,500	251,400	669,900	445,100,670
Other Tax Collections	196,271	0	196,271	5,435,000
Fund Balance	<u>100,000</u>	<u>(1,156,769)</u>	<u>(1,056,769)</u>	<u>(2,497,064)</u>
Subtotal	714,771	(905,369)	(190,598)	448,038,606
Property Tax Levy	14,622,242	2,929,482	17,551,724	414,888,252
Plus: Allowance for Uncollectibles	<u>238,423</u>	<u>146,474</u>	<u>384,897</u>	<u>7,598,772</u>
Total Tax Levy	14,860,665	3,075,956	17,936,621	422,487,024
Less: County Program Aid	998,088	-	998,088	26,526,306
Total Tax Levy After County Program Aid	<u>13,862,577</u>	<u>3,075,956</u>	<u>16,938,533</u>	<u>395,960,718</u>

# Board of Commissioners

## Request for Board Action

Item Number: 2024-653

Meeting Date: 12/17/2024

**Sponsor:** Finance

### Title

Approval of the 2025 Capital Improvement Program Budget and Financing

### Recommendation

1. Approve the 2025 Capital Improvement Program Budget and Financing.
2. Authorize the County Manager to enter into agreements and contracts and execute amendments to agreements and contracts in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of the Capital Improvement Program funding.

### Background and Rationale

The Ramsey County Home Rule Charter, Chapter 10, Section 10.01 (a) (2), and Section 10.05, requires Ramsey County to prepare a five-year capital improvement program plan and capital improvement program budget for the ensuing fiscal year. County Board Resolution 2005-068, dated February 15, 2005, authorized the County Manager to develop and implement two-year budgets beginning with 2006 and 2007.

The Ramsey County Board of Commissioners met as the Budget Committee of Whole on September 16, 2024, to review the 2025 Strategic Team Budget, Addenda and to hear of potential changes in the Capital Improvement Program (CIP) Plan and Budget as proposed by the County Manager and the Capital Improvement Program Citizens Advisory Committee.

The Ramsey County Committee of the Whole held a public hearing on September 17, 2024, to receive public input on the 2025 budget. The Ramsey County Board also held a public meeting on December 11, 2024, to hear additional comments on the 2025 budget.

Staff is requesting the approval and adoption of the 2025 Capital Improvement Program Budget and Financing. In addition, to be consistent with the Transportation Improvement Program, to add procurement authority for the County Manager regarding CIP agreements and contracts.

The Capital Improvement Program 2024-2025 Budget and 2024-29 Plan are available at [2024-25 Approved Capital Improvement budget and 2024-2029 plan](https://www.ramseycounty.us/sites/default/files/Budget%20and%20Finance/2024_2025%20approved%20Capital%20Improvement%20Program%20budget%20and%202024-2029%20plan.pdf) <[https://www.ramseycounty.us/sites/default/files/Budget%20and%20Finance/2024\\_2025%20approved%20Capital%20Improvement%20Program%20budget%20and%202024-2029%20plan.pdf](https://www.ramseycounty.us/sites/default/files/Budget%20and%20Finance/2024_2025%20approved%20Capital%20Improvement%20Program%20budget%20and%202024-2029%20plan.pdf)>.

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

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

The racial equity impact of departments, programs, and services is included in the [2024-25 biennial budget documents](https://www.ramseycounty.us/your-government/budget-finance) <<https://www.ramseycounty.us/your-government/budget-finance>>. They are also included in performance measures information available from the county's open data portal <<https://opendata.ramseycounty.us>>. These impacts were discussed during the 2024-25 biennial budget

hearings held by the Ramsey County Board in August and September of 2023, and during the 2025 supplemental budget and performance measures hearings in September of 2024.

**Community Participation Level and Impact**

Two public hearings are incorporated in the budget process and included opportunities for public comment. Public testimony was accepted at both public hearings.

- September 17, 2024, 5:00 p.m. Ramsey County Courthouse
- December 11, 2024, 6:00 p.m. Hallie Q Brown Community Center

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Capital Improvement Program budget of \$348,472,489 in 2024 and \$296,195,719 in 2025 will fund previously approved capital projects throughout the county. The debt service levy is unchanged from the original 2024-25 budget recommendation of \$21,760,875 per year.

**Last Previous Action**

On December 12, 2023, the Ramsey County Board of Commissioners approved the 2024-29 Capital Improvement Program Plan and 2024-25 Capital Improvement Program Budget and Financing (Resolution B2023-246).

**Attachments**

1. 2025 Capital Improvement Program Budget

2025 Capital Improvement Program Budget

	2025 FUNDING SOURCE			2025 Total Requested
	CIP Bonds	County Levy/Other	Municipal/Other	
<b>Maintenance Projects per Service Team</b>				
<b>ECONOMIC GROWTH &amp; COMMUNITY INVESTMENT</b>				
<b>PARKS &amp; RECREATION</b>				
Natural Resources Habitat Restoration & Maintenance	200,000	-	-	200,000
Arena Capital Maintenance	600,000	-	-	600,000
Updated Parks & Trails Signage	262,500	-	-	262,500
Bituminous Paving & Maintenance Parks and Recreation	1,000,000	-	-	1,000,000
<b>PROPERTY MANAGEMENT</b>				
Landmark Center - Replacement of Lighting Dimmer Control Panels	275,000	-	-	275,000
Landmark Center - Air Handling Unit (AHU) #3 Replacement	254,000	-	-	254,000
Suburban Courts Building Envelope and Storefront Restoration	863,000	-	-	863,000
<b>PUBW</b>				
Bituminous Paving & Maintenance Public Works	2,000,000	-	-	2,000,000
<b>FLEET</b>				
Public Works Fleet Fuel Island Maintenance Project	914,000	-	-	914,000
<b>TOTAL ECONOMIC GROWTH &amp; COMMUNITY INVESTMENT</b>	<b>6,368,500</b>	<b>-</b>	<b>-</b>	<b>6,368,500</b>
<b>HEALTH &amp; WELLNESS</b>				
Parking Lot and Road Resurface	125,000	-	-	125,000
<b>TOTAL HEALTH &amp; WELLNESS</b>	<b>125,000</b>	<b>-</b>	<b>-</b>	<b>125,000</b>
<b>STRATEGIC</b>				
Contributor to Contingent	6,500	-	-	6,500
<b>TOTAL STRATEGIC</b>	<b>6,500</b>	<b>-</b>	<b>-</b>	<b>6,500</b>
<b>TOTAL CIP MAINTENANCE PROJECTS</b>	<b>6,500,000</b>	<b>-</b>	<b>-</b>	<b>6,500,000</b>

	2025 FUNDING SOURCE			2025 Total Requested
	CIP Bonds	County Levy/Other	Municipal/Other	
<b>New/Major Renovation Projects per Service Team</b>				
<b>ECONOMIC GROWTH &amp; COMMUNITY INVESTMENT</b>				
Strategic Facility Upgrades (gender neutral bathrooms, lactation spaces, sign)	3,000,000	-	-	3,000,000
Metro Square Building Systems and Waterproofing	10,000,000	10,000,000	10,000,000	10,000,000
Pavement Preservation	-	2,900,000	2,370,000 (2)	5,270,000
Bicycle Pedestrian Projects	-	1,200,000	110,000 (2)	1,310,000
Stormwater Projects	-	1,000,000	- (2)	1,000,000
Traffic Signals / Roadway Appurtenances / Bridge Maintenance	-	2,515,000	3,885,000 (2)	6,400,000
Roadway Construction Improvements	-	1,900,000	45,685,000 (2)	47,585,000
Multi-Modal Planning Projects	-	-	204,570,000	204,570,000
<b>INFORMATION &amp; PUBLIC RECORDS</b>				
New Voting System	-	-	3,000,000	3,000,000
<b>SAFETY &amp; JUSTICE</b>				
Radio Replacement	-	-	279,690	279,690
WBL Generator Replacement	-	150,000	- (1)	150,000
Radio Device Replacement	-	415,000	- (1)	415,000
BIO Generator Replacement (U of M)	-	200,000	- (1)	200,000
AH Generator Replacement	-	250,000	- (1)	250,000
<b>OTHER</b>				
Bond Issuance Costs	-	150,000	-	150,000
<b>TOTAL CIP NEW PROJECTS/MAJOR RENOVATIONS</b>	<b>13,000,000</b>	<b>20,680,000</b>	<b>269,899,690</b>	<b>303,579,690</b>
(1) Emergency Communications fund balance				
(2) Contains Wheelage Excise Tax				

	2025 FUNDING SOURCE			2025 Total Requested
	CIP Bonds	County Levy/Other	Municipal/Other	
<b>Building Improvements - Property Management</b>				
Bldg Improvements - Publ Wks/Patrol Station	-	507,784 (1)	-	507,784
Bldg Improvements - Libraries	-	329,662 (1)	-	329,662
Bldg Improvements - Ch/Ch	-	660,962 (1)	-	660,962
Bldg Improvements - General Building Fund	-	3,362,421 (1)	-	3,362,421
<b>TOTAL BUILDING IMPROVEMENTS - PROPERTY MANAGEMENT</b>	-	<b>4,860,829</b>	-	<b>4,860,829</b>

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

	2025 FUNDING SOURCE			2025 Total Requested
	CIP Bonds	County Levy/Other	Municipal/Other	
<b>Building Improvements - Levy</b>				
Bldg Improvements-Extension Barn	-	33,320	-	33,320
Bldg Improvements-Landmark Center	-	199,800	-	199,800
Bldg Improvements-Parks	-	866,880	155,200	1,022,080
<b>TOTAL BUILDING IMPROVEMENTS / REPAIRS (CAPITAL LEVY)</b>	-	<b>1,100,000</b>	<b>155,200</b>	<b>1,255,200</b>

<b>TOTAL CIP PROJECTS REQUESTED FOR FUNDING</b>	<b>19,500,000</b>	<b>16,640,829</b>	<b>-</b>	<b>260,054,890</b>	<b>-</b>	<b>296,195,719</b>
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2025 Capital Improvement Program Financing Sources		2025
<b>Bonds</b>		
Maintenance Projects		6,500,000
New Projects/Major Renovations		13,000,000
		<u>19,500,000</u>
<b>County Levy</b>		
County Levy		4,000,000
County Other		12,640,829
Federal		109,329,690
State		19,380,200
Other		131,345,000
		<u>276,695,719</u>
<b>TOTAL CAPITAL IMPROVEMENT PROJECTS REQUESTED</b>		<b>296,195,719</b>



# Board of Commissioners

## Request for Board Action

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

**Item Number:** 2024-447

**Meeting Date:** 12/17/2024

**Sponsor:** Finance

**Title**

Adoption of the 2025 Capital Improvement Program Bond Ordinance

**Recommendation**

Approve 2025 Capital Improvement Program Bond Ordinance, which sets forth procedure for issuance of said bonds.

**Background and Rationale**

The proposed 2025 Capital Improvement Program (CIP) Bond Ordinance includes bond financing for \$19.5 million, including \$6.5 million for maintenance projects and \$13 million for major renovations projects. On December 3, 2024, a public hearing was held to afford an opportunity for the public to comment on the proposed 2025 Capital Improvement Program Bond Ordinance.

Project financing included in the proposed 2025 Bond Ordinance:

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

Ramsey County issues bonds in accordance with Ordinance No. 93-292, adopted on July 29, 1993, which sets forth the procedure for issuing bonds via ordinance in compliance with the Ramsey County Home Rule Charter. The county’s ordinance procedures require every proposed ordinance receive two readings; first, at the time it is presented, and second, at the time of the public hearing. Both readings may be waived if a copy of the ordinance is supplied to each member of the Ramsey County Board prior to its introduction.

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

- Well-being
- Prosperity
- Opportunity
- Accountability

**Racial Equity Impact**

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

**Community Participation Level and Impact**

Ramsey County issues bonds to finance capital improvements identified in its annual capital improvement plan which is developed with public participation through the Capital Improvement Program Citizen’s Advisory Committee (CIPAC), an advisory committee comprised of 14 residents, appointed by the Ramsey County Board, to assure public participation in the decision-making process. CIPAC reviews, rates, and recommends capital improvement projects. The Ramsey County Board also held a public hearing on December 3, 2024, as



part of the proposed CIP Bond Ordinance process to afford the public an opportunity to comment on each proposed project. No public comments were brought forth. Direct community participation should be incorporated through the county departments in the development of the programs and services associated with each capital project.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The proposed 2025 Capital Improvement Program Bond Ordinance authorizes a maximum amount of bond issuance to finance the capital improvements identified in the county's 2025 Capital Improvement Program Budget and Financing Plan. The final bonding amount will reflect any amendments made to the 2025 budget.

**Last Previous Action**

On December 3, 2024, the Ramsey County Board waived the second reading of the 2025 Capital Improvement Program bond ordinance (Resolution B2024-256) and held a public hearing.

On November 12, 2024, the Ramsey County Board waived the first reading of the proposed 2025 Capital Improvement Program bond ordinance and set the date of the public hearing for December 3, 2024 (Resolution B2024-231).

**Attachments**

1. Proposed Ordinance for 2025A
2. Proposed Schedule

1  
2  
3  
4  
5  
6  
7  
8  
9  
10 OFFICIAL SUMMARY OF ORDINANCE  
11 AUTHORIZING THE ISSUANCE OF  
12 GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS  
13 IN AN AGGREGATE AMOUNT NOT TO EXCEED \$19,500,000  
14

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

20 ORDINANCE NO. \_\_\_\_\_  
21

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

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

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

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

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

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

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

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

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

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

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

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

<u>Date</u>	<u>Event</u>
November 12	First Reading of Ordinance and Set Date for Public Hearing on Ordinance
December 3	Second Reading Ordinance and hold Public Hearing on Ordinance
December 17	Approval of Bond Ordinance and considers Resolution Authorizing the Sale of the Bonds
February 8	End of Forty-five (45) day Referendum Petition period
February 10	Sale of the Series 2025A Bonds
February 11	Results of the Series 2025A Bonds sale presented to the County Board
March 12	Settlement of the Series 2025A Bonds, receipt of proceeds

# Board of Commissioners

## Request for Board Action

Item Number: 2024-704

Meeting Date: 12/17/2024

**Sponsor:** Finance

### Title

Resolution Authorizing the 2025A Bond Sale

### Recommendation

1. Approve the attached resolution providing for the competitive negotiated sale of approximately \$19,500,000 General Obligation Capital Improvement Plan Bonds, Series 2025A including the terms attached thereto.
2. Authorize a general obligation bond sale of up to \$19,500,000 of principal.
3. Set February 10, 2025, as the bond sale and award date for proposals received and report to the Ramsey County Board of Commissioners on February 11, 2025.

### Background and Rationale

The 2025 Capital Improvement Program (CIP) Bond ordinance, effective February 8, 2025, allows for the issuance of up to \$19.5 million of Capital Improvement Bonds.

Attached is the recommendation provided by the county's financial advisor, Baker Tilly Municipal Advisors, LLC. The recommendation is for the sale of general obligation CIP bonds, Series 2025A up to \$19,500,000, which includes funding for the county's new / major renovations and maintenance projects. Bid proposals for these 2025A bonds will be received February 10, 2025. The Series 2025A bonds, which will fund the CIP projects will close on March 12, 2025. The results of the sale of the 2025A bonds will be brought before the board for consideration of award on February 11, 2025.

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

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

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

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

### Community Participation Level and Impact

Ramsey County issues bonds to finance capital improvements identified in its annual capital improvement plan which is developed with public participation through the Capital Improvement Program Citizen's Advisory Committee (CIPAC), an advisory committee comprised of 14 residents, appointed by the Ramsey County Board, to assure public participation in the decision-making process. CIPAC reviews, rates, and recommends capital improvement projects. The Ramsey County board also held a public hearing on December 3, 2024, as

part of the proposed CIP Bond Ordinance process to afford the public an opportunity to comment on each proposed project. No public comments were brought forth. Direct community participation should be incorporated through the county departments in the development of the programs and services associated with each capital project.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The projects and financing are authorized in the 2025 CIP Budget and Financing Plan. The debt service required is included in the 2025 budget.

**Last Previous Action**

On December 3, 2024, the Ramsey County Board waived the second reading of the 2025 Capital Improvement Program bond ordinance and held a public hearing (Resolution B2024-256).

On November 12, 2024, the Ramsey County Board waived the first reading of the proposed 2025 Capital Improvement Program bond ordinance and set the date of the public hearing for December 3, 2024 (Resolution B2024-231).

**Attachments**

1. 2025A Pre-Sale Summary for Issuance of Bonds from Financial Advisor, Baker Tilly Municipal Advisors, LLC.
2. 2025 Capital Improvements Projects
3. Resolution Providing for the Competitive Negotiated Sale of Approximately \$19,500,000 General Obligation Capital Improvement Plan Bonds, Series 2025A

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

*\$19,500,000 General Obligation Capital Improvement Plan Bonds, Series 2025A (the “Bonds”)*

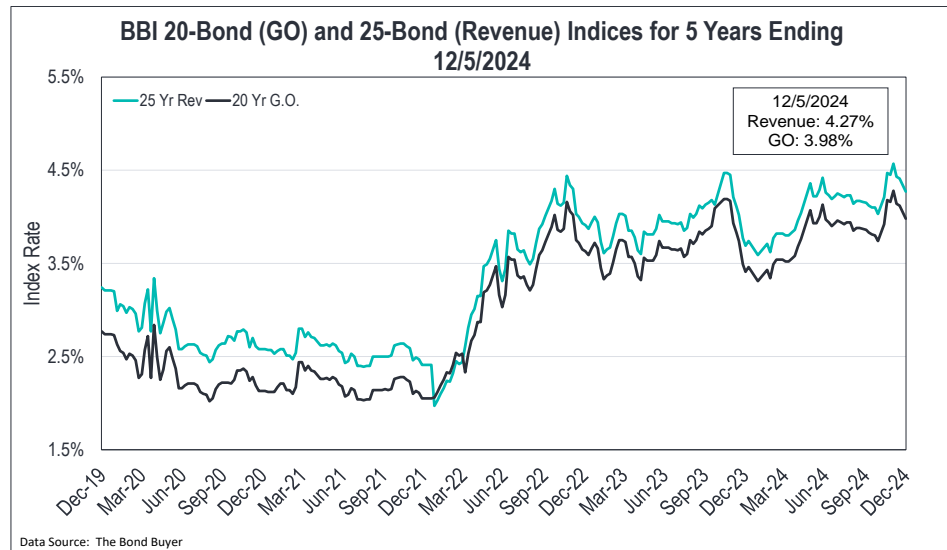
The County Board has under consideration the issuance of Bonds to finance various capital improvement projects in accordance with the County’s 2024-2029 Capital Improvement Program Plan. This document provides information relative to the proposed issuance.

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

December 17, 2024	County Board authorizes the sale of the Bonds; approves CIP Ordinance
January 6, 2025	S&P Rating conference conducted
January 8, 2025	Moody’s Rating conference conducted
<b>February 10, 2025, 1:00 p.m.</b>	<b>Competitive proposals are received</b>
<b>February 11, 2025, 9:00 a.m.</b>	<b>County Board considers award of the Bonds</b>
March 12, 2025	Proceeds are received

**RATING:** Applications have been made to Moody’s Investors Service (Moody’s) and S&P Global Ratings (S&P) for ratings on the Bonds. The County’s general obligation debt is currently rated “Aaa” by Moody’s and “AAA” by S&P.

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



<b>PURPOSE:</b>	<p>The proceeds of the Bonds will be used to (i) finance various capital projects previously reviewed by the County Board in accordance with the County's adopted 2024-2029 Capital Improvement Program Plan; and (ii) pay the costs associated with the issuance of the Bonds. Project costs have been categorized as Maintenance Projects and New Projects/Major Renovations.</p> <p>The Maintenance Projects approved for funding in the 2024-2029 Capital Improvement Program Plan address the needs for maintaining capital facilities and infrastructure. The various renovations, repairs, and replacements recommended will allow the County to maintain and improve services currently provided. These projects account for \$6.5 million of the offering (schedules attached provide further details).</p> <p>The New Projects/Major Renovations approved for funding in the 2024-2029 Capital Improvement Program Plan consist of design, construction, repair, or replacement to various new or existing capital facilities and infrastructure which have greater capital outlays than Maintenance Projects. These projects account for \$13 million of the offering (schedules attached provide further details).</p>
<b>AUTHORITY:</b>	<p>The Bonds are being issued pursuant to Minnesota Statutes, Chapter 475 and the County's Home Rule Charter.</p>
<b>SECURITY AND SOURCE OF PAYMENT:</b>	<p>The Bonds will be general obligations of the County, secured by its full faith and credit and taxing power. The Bonds will be repaid with ad valorem property taxes.</p> <p>The County made its first levy for the Bonds in 2024 for collection in 2025. The first year's levy will be used to make the February 1, 2026, principal and interest payment on the Bonds. Thereafter, each year's first-half collection of taxes will be used to pay the August 1 interest payment due in the year of collection. Second-half collection of taxes plus surplus first-half collections will be used to pay the February 1 principal and interest payment due in the following year.</p> <p>On the date of sale, the maturity amounts for the Bonds will be adjusted to accommodate the desired structure of the Bonds (see "Structuring Summary" for more details).</p>
<b>STRUCTURING SUMMARY:</b>	<p>In consultation with County staff, the Bonds are structured over a term of ten years for the Maintenance Projects and twenty years for the New Projects/Major Renovations with approximately level debt service by project type (Maintenance and New Projects/Major Renovations).</p> <p>The Bonds have been structured to result in additional proceeds generated from a par bid. Any premium received by the County above the par amount of the Bonds, net of paying costs of issuance and underwriter's discount, will be deposited into the project fund and will be available for use on other County Board authorized project costs.</p>
<b>SCHEDULES ATTACHED:</b>	<p>Schedules attached include:</p> <ul style="list-style-type: none"> <li>i) Sources and uses of funds</li> <li>ii) Estimated 105% debt service as a whole and by purpose</li> </ul>
<b>RISKS/SPECIAL CONSIDERATIONS:</b>	<p>The outcome of this financing will rely on the market conditions at the time of the sale. Schedules included are for illustrative purposes based on current market conditions and do not represent the final pricing for the Bonds.</p>



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

**SALE TERMS AND MARKETING:**

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

Prepayment Provisions: Bonds maturing on or after February 1, 2035, may be prepaid at a price of par plus accrued interest on or after February 1, 2034.

Bank Qualification: The County is issuing more than \$10 million in tax-exempt obligations in 2025; therefore, the Bonds are not designated as bank qualified.

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**Post Issuance Compliance**

**POST ISSUANCE COMPLIANCE:**

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

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

The arbitrage rules provide for spend-down exceptions for proceeds that are spent within either a 6-month, 18-month or, for certain construction issues, a 24-month period each in accordance with certain spending criteria. Proceeds that qualify for an exception will be spend-down exceptions for proceeds that are spent within either a 6-month, 18-month or for certain construction issues, a 24-month period each in accordance with certain spending criteria. Proceeds that qualify for an exception will be exempt from rebate. These exceptions are based on actual expenditures and not based on reasonable expectations, and expenditures, including any investment proceeds will have to meet the spending criteria to qualify for the exclusion. The County expects to meet the 24-month spending exception. Regardless of whether the issue qualifies for an exemption from the rebate provisions, yield restriction provisions will apply to Bond proceeds (including interest earnings) unspent after three years and the debt service fund throughout the term of the Bonds. These moneys should be monitored until the Bonds are retired.

Secondary disclosure requirements result from an SEC requirement that underwriters provide ongoing disclosure information to investors. To meet this requirement, any

prospective underwriter will require the County to commit to providing the information needed to comply under a continuing disclosure agreement.

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

**SUPPLEMENTAL  
INFORMATION AND  
BOND RECORD:**

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

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

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly Advisory Group, LP. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm and provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms. ©2024 Baker Tilly Municipal Advisors, LLC

Preliminary

**\$19,500,000**

Ramsey County, Minnesota

General Obligation Capital Improvement Plan Bonds, Series 2025A

Issue Summary

**Total Issue Sources And Uses**

Dated 03/12/2025 | Delivered 03/12/2025

	Maintenance Projects	New Projects/Major Renovations	Issue Summary
<b>Sources Of Funds</b>			
Par Amount of Bonds	\$6,500,000.00	\$13,000,000.00	\$19,500,000.00
Reoffering Premium	290,915.35	285,785.05	576,700.40
<b>Total Sources</b>	<b>\$6,790,915.35</b>	<b>\$13,285,785.05</b>	<b>\$20,076,700.40</b>
<b>Uses Of Funds</b>			
Deposit to Project Construction Fund	6,674,598.68	13,053,151.72	19,727,750.40
Total Underwriter's Discount (1.200%)	78,000.00	156,000.00	234,000.00
Costs of Issuance	38,316.67	76,633.33	114,950.00
<b>Total Uses</b>	<b>\$6,790,915.35</b>	<b>\$13,285,785.05</b>	<b>\$20,076,700.40</b>

Preliminary

**\$19,500,000**

Ramsey County, Minnesota

General Obligation Capital Improvement Plan Bonds, Series 2025A

Issue Summary

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Levy
02/01/2026	1,060,000.00	4.000%	694,168.37	1,754,168.37	1,841,876.79
02/01/2027	1,010,000.00	4.000%	740,987.50	1,750,987.50	1,838,536.88
02/01/2028	1,055,000.00	4.000%	700,587.50	1,755,587.50	1,843,366.88
02/01/2029	1,095,000.00	4.000%	658,387.50	1,753,387.50	1,841,056.88
02/01/2030	1,140,000.00	4.000%	614,587.50	1,754,587.50	1,842,316.88
02/01/2031	1,185,000.00	4.000%	568,987.50	1,753,987.50	1,841,686.88
02/01/2032	1,230,000.00	4.000%	521,587.50	1,751,587.50	1,839,166.88
02/01/2033	1,280,000.00	4.000%	472,387.50	1,752,387.50	1,840,006.88
02/01/2034	1,335,000.00	4.000%	421,187.50	1,756,187.50	1,843,996.88
02/01/2035	1,385,000.00	4.000%	367,787.50	1,752,787.50	1,840,426.88
02/01/2036	645,000.00	4.000%	312,387.50	957,387.50	1,005,256.88
02/01/2037	670,000.00	4.000%	286,587.50	956,587.50	1,004,416.88
02/01/2038	695,000.00	4.000%	259,787.50	954,787.50	1,002,526.88
02/01/2039	725,000.00	4.000%	231,987.50	956,987.50	1,004,836.88
02/01/2040	750,000.00	4.000%	202,987.50	952,987.50	1,000,636.88
02/01/2041	785,000.00	4.000%	172,987.50	957,987.50	1,005,886.88
02/01/2042	815,000.00	4.000%	141,587.50	956,587.50	1,004,416.88
02/01/2043	845,000.00	4.000%	108,987.50	953,987.50	1,001,686.88
02/01/2044	880,000.00	4.125%	75,187.50	955,187.50	1,002,946.88
02/01/2045	915,000.00	4.250%	38,887.50	953,887.50	1,001,581.88
<b>Total</b>	<b>\$19,500,000.00</b>	<b>-</b>	<b>\$7,592,030.87</b>	<b>\$27,092,030.87</b>	<b>\$28,446,632.41</b>

### SIGNIFICANT DATES

Dated	3/12/2025
Delivery Date	3/12/2025
First Coupon Date	2/01/2026

### Yield Statistics

Bond Year Dollars	\$188,144.17
Average Life	9.648 Years
Average Coupon	4.0352199%
Net Interest Cost (NIC)	3.8530721%
True Interest Cost (TIC)	3.7968271%
Bond Yield for Arbitrage Purposes	3.6350233%
All Inclusive Cost (AIC)	3.8735419%

### IRS Form 8038

Net Interest Cost	3.6512927%
Weighted Average Maturity	9.570 Years

Preliminary

**\$6,500,000**

Ramsey County, Minnesota

General Obligation Capital Improvement Plan Bonds, Series 2025A

Maintenance Projects

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Levy
02/01/2026	570,000.00	4.000%	230,388.89	800,388.89	840,408.33
02/01/2027	560,000.00	4.000%	237,200.00	797,200.00	837,060.00
02/01/2028	585,000.00	4.000%	214,800.00	799,800.00	839,790.00
02/01/2029	605,000.00	4.000%	191,400.00	796,400.00	836,220.00
02/01/2030	630,000.00	4.000%	167,200.00	797,200.00	837,060.00
02/01/2031	655,000.00	4.000%	142,000.00	797,000.00	836,850.00
02/01/2032	680,000.00	4.000%	115,800.00	795,800.00	835,590.00
02/01/2033	710,000.00	4.000%	88,600.00	798,600.00	838,530.00
02/01/2034	740,000.00	4.000%	60,200.00	800,200.00	840,210.00
02/01/2035	765,000.00	4.000%	30,600.00	795,600.00	835,380.00
<b>Total</b>	<b>\$6,500,000.00</b>	<b>-</b>	<b>\$1,478,188.89</b>	<b>\$7,978,188.89</b>	<b>\$8,377,098.33</b>

### SIGNIFICANT DATES

Dated	3/12/2025
Delivery Date	3/12/2025
First Coupon Date	2/01/2026

### Yield Statistics

Bond Year Dollars	\$36,954.72
Average Life	5.685 Years
Average Coupon	4.0000000%
Net Interest Cost (NIC)	3.4238481%
True Interest Cost (TIC)	3.3437988%
Bond Yield for Arbitrage Purposes	3.6350233%
All Inclusive Cost (AIC)	3.4587396%

### IRS Form 8038

Net Interest Cost	3.0549167%
Weighted Average Maturity	5.723 Years

Preliminary

**\$13,000,000**

Ramsey County, Minnesota

General Obligation Capital Improvement Plan Bonds, Series 2025A

New Projects/Major Renovations

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	105% Levy
02/01/2026	490,000.00	4.000%	463,779.48	953,779.48	1,001,468.45
02/01/2027	450,000.00	4.000%	503,787.50	953,787.50	1,001,476.88
02/01/2028	470,000.00	4.000%	485,787.50	955,787.50	1,003,576.88
02/01/2029	490,000.00	4.000%	466,987.50	956,987.50	1,004,836.88
02/01/2030	510,000.00	4.000%	447,387.50	957,387.50	1,005,256.88
02/01/2031	530,000.00	4.000%	426,987.50	956,987.50	1,004,836.88
02/01/2032	550,000.00	4.000%	405,787.50	955,787.50	1,003,576.88
02/01/2033	570,000.00	4.000%	383,787.50	953,787.50	1,001,476.88
02/01/2034	595,000.00	4.000%	360,987.50	955,987.50	1,003,786.88
02/01/2035	620,000.00	4.000%	337,187.50	957,187.50	1,005,046.88
02/01/2036	645,000.00	4.000%	312,387.50	957,387.50	1,005,256.88
02/01/2037	670,000.00	4.000%	286,587.50	956,587.50	1,004,416.88
02/01/2038	695,000.00	4.000%	259,787.50	954,787.50	1,002,526.88
02/01/2039	725,000.00	4.000%	231,987.50	956,987.50	1,004,836.88
02/01/2040	750,000.00	4.000%	202,987.50	952,987.50	1,000,636.88
02/01/2041	785,000.00	4.000%	172,987.50	957,987.50	1,005,886.88
02/01/2042	815,000.00	4.000%	141,587.50	956,587.50	1,004,416.88
02/01/2043	845,000.00	4.000%	108,987.50	953,987.50	1,001,686.88
02/01/2044	880,000.00	4.125%	75,187.50	955,187.50	1,002,946.88
02/01/2045	915,000.00	4.250%	38,887.50	953,887.50	1,001,581.88
<b>Total</b>	<b>\$13,000,000.00</b>	<b>-</b>	<b>\$6,113,841.98</b>	<b>\$19,113,841.98</b>	<b>\$20,069,534.08</b>

### SIGNIFICANT DATES

Dated	3/12/2025
Delivery Date	3/12/2025
First Coupon Date	2/01/2026

### Yield Statistics

Bond Year Dollars	\$151,189.44
Average Life	11.630 Years
Average Coupon	4.0438286%

Net Interest Cost (NIC)	3.9579859%
True Interest Cost (TIC)	3.9242389%
Bond Yield for Arbitrage Purposes	3.6350233%
All Inclusive Cost (AIC)	3.9904877%

### IRS Form 8038

Net Interest Cost	3.8025161%
Weighted Average Maturity	11.536 Years

**County Manager Recommended  
Capital Improvement Projects by Service Team/Department for 2024-2025**

Schedule 1

\*CIP CIP Maintenance Projects: CIP Bonds + Other Funding 2024 & 2025

Pg **Service Team/**

No. **Department Name/Project Name**

	2024 Funding Source				2025 Funding Source				2024-2025
	CIP Bonds	County Levy/Other	Municipal/ Intergovt	2024 Total Requested	CIP Bonds	County Levy/Other	Municipal/ Intergovt	2025 Total Requested	Total
<b>MAINTENANCE PROJECTS</b>									
<b>Economic Growth and Community Investment</b>									
<b>Parks and Recreation</b>									
21	100,000	-	-	100,000	200,000	-	-	200,000	300,000
25	442,750	-	-	442,750	600,000	-	-	600,000	1,042,750
31	-	-	-	-	262,500	-	-	262,500	262,500
15	1,700,000	-	-	1,700,000	-	-	-	-	1,700,000
35	-	-	-	-	1,000,000	-	-	1,000,000	1,000,000
<b>Property Management</b>									
41	221,000	-	-	221,000	-	-	-	-	221,000
45	256,000	-	-	256,000	-	-	-	-	256,000
49	225,500	-	-	225,500	-	-	-	-	225,500
53	-	-	-	-	275,000	-	-	275,000	275,000
57	-	-	-	-	254,000	-	-	254,000	254,000
61	245,000	-	-	245,000	863,000	-	-	863,000	1,108,000
65	1,400,000	-	-	1,400,000	-	-	-	-	1,400,000
<b>Public Works</b>									
	1,300,000	-	-	1,300,000	2,000,000	-	-	2,000,000	3,300,000
<b>Fleet</b>									
73	-	-	-	-	914,000	-	-	914,000	914,000
77	109,518	-	-	109,518	-	-	-	-	109,518
<b>Total Economic Growth and Community Investment</b>									
	5,999,768	-	-	5,999,768	6,368,500	-	-	6,368,500	12,368,268

\*CIP

Pg Service Team/

No. Department Name/Project Name

	2024 Funding Source				2025 Funding Source				2024-2025
	CIP Bonds	County Levy/Other	Municipal/ Intergovt	2024 Total Requested	CIP Bonds	County Levy/Other	Municipal/ Intergovt	2025 Total Requested	Total
<b>Health &amp; Wellness</b>									
265	Kitchen Remodel	500,000	-	-	500,000	-	-	-	500,000
269	Parking Lot and Road Resurface	-	-	-	-	125,000	-	-	125,000
<b>Total Health &amp; Wellness</b>		500,000	-	-	500,000	125,000	-	-	125,000
<b>Information and Public Records</b>									
No Maintenance Project Requests Submitted									
<b>Total Information and Public Records</b>		-	-	-	-	-	-	-	-
<b>Safety and Justice</b>									
No Maintenance Project Requests Submitted									
<b>Total Safety &amp; Justice</b>		-	-	-	-	-	-	-	-
<b>Strategic</b>									
409	Bond Issuance Costs (see below)	-	-	-	-	-	-	-	-
<b>Total Strategic</b>		-	-	-	-	-	-	-	-
<b>TOTAL CIP MAINTENANCE PROJECTS</b>		6,499,768	-	-	6,499,768	6,493,500	-	-	6,493,500
									12,993,268



\*CIP CIP New/Major Projects: CIP Bonds + Other Funding 2024 & 2025

Pg Service Team/

No. Department Name/Project Name

	2024 Funding Source				2025 Funding Source				2024-2025	
	CIP Bonds	County Levy/Other	Municipal/ Intergovt	2024 Total Requested	CIP Bonds	County Levy/Other	Municipal/ Intergovt	2025 Total Requested	Total	
<b>NEW PROJECTS/MAJOR RENOVATIONS</b>										
<b>ECONOMIC GROWTH &amp; COMMUNITY INVESTMENT</b>										
117	Juvenile and Family Justice Center (JFJC) Elevator Modernization Project	2,833,000	-	-	2,833,000	-	-	-	-	2,833,000
123	Law Enforcement Center (LEC) Elevator Modernization Project	3,872,000	-	-	3,872,000	-	-	-	-	3,872,000
135	Family Service Center / Aldrich Arena Parking Lot Separation	363,000	-	-	363,000	-	-	-	-	363,000
	Strategic Facility Upgrades (gender neutral bathrooms, lactation spaces, signage, etc)	-	-	-	-	3,000,000	-	-	3,000,000	3,000,000
129	Maplewood, Mounds View, & Roseville Lib Fire Alarm Panel & System Replacement	-	675,000	-	675,000	-	-	-	-	675,000
	Tujub Courts Redevelopment	-	-	500,000	500,000	-	-	-	-	-
219	Pavement Preservation	-	1,685,000	-	1,685,000	-	2,900,000	2,370,000(2)	5,270,000	6,955,000
225	Bicycle Pedestrian Projects	-	1,145,000	1,424,000	2,569,000	-	1,200,000	110,000(2)	1,310,000	3,879,000
231	Stormwater Projects	-	1,000,000	75,000	1,075,000	-	1,000,000	-(2)	1,000,000	2,075,000
237	Traffic Signals / Roadway Appurtenances / Bridge Maintenance	-	2,442,000	3,728,000	6,170,000	-	2,515,000	3,885,000(2)	6,400,000	12,570,000
243	Roadway Construction Improvements	-	305,000	41,586,000	41,891,000	-	1,900,000	45,685,000(2)	47,585,000	89,476,000
255	Multi-Modal Planning Projects	-	-	261,010,000	261,010,000	-	-	204,570,000	204,570,000	465,580,000
	Economic Development/Rivers Edge	-	-	6,220,000	6,220,000	-	-	-	-	6,220,000
<b>Information &amp; Public Records</b>										
291	Expand and Enhance WIFI Services at RC Facilities to enable Resident Wireless services.	1,400,000	1,400,000	-	2,800,000	-	-	-	-	2,800,000
297	New Voting System	2,000,000	-	-	2,000,000	-	-	3,000,000	3,000,000	5,000,000

*CIP	2024 Funding Source				2025 Funding Source				2024-2025
Pg Service Team/ No. Department Name/Project Name	CIP Bonds	County Levy/Other	Municipal/ Intergovt	2024 Total Requested	CIP Bonds	County Levy/Other	Municipal/ Intergovt	2025 Total Requested	Total
<b>Safety &amp; Justice</b>									
411 Emergency Generator	412,500	-	-	412,500	-	-	-	-	412,500
315 Saint Paul Campus Security: LEC, ADC, ECC, Courts, and 402 (Mental Health) Buildings	1,091,000	-	-	1,091,000	-	-	-	-	1,091,000
339 Safety and Security Enhancements (Suicide Prevention Barriers), Adult Detention Center	900,000	-	-	900,000	-	-	-	-	900,000
309 Radio Replacement	-	-	186,460	186,460	-	-	279,690	279,690	466,150
381 BIO Generator Replacement (U of M)	-	-	-	-	-	150,000	-(1)	150,000	150,000
387 BIO Generator Replacement (U of M)	-	-	-	-	-	415,000	-(1)	415,000	415,000
393 Maplewood Generator Replacement	-	-	-	-	-	200,000	-(1)	200,000	200,000
399 AH Generator Replacement	-	-	-	-	-	-	-(1)	-	-
405 Radio Device Replacement	-	-	-	-	-	250,000	-(1)	250,000	250,000
<b>Strategic</b>									
Hold in 2025 for Future Projects	-	-	-	-	10,000,000	-	-	10,000,000	10,000,000
423 Bond Issuance Costs	-	150,000	-	150,000	-	150,000	-	150,000	300,000
Bond Issuance Costs-Library	-	-	-	-	-	-	-	-	-
<b>TOTAL CIP NEW PROJECTS/MAJOR RENOVATIONS</b>	<b>12,871,500</b>	<b>8,802,000</b>	<b>314,729,460</b>	<b>336,402,960</b>	<b>13,000,000</b>	<b>10,680,000</b>	<b>259,899,690</b>	<b>283,579,690</b>	<b>619,982,650</b>

(1) Emergency Communications fund balance

(2) Contains Wheelage Excise Tax

*CIP Pg No. Department Name/Project Name	2024 Funding Source				2025 Funding Source				2024-2025
	CIP Bonds	County Levy/Other	Municipal/ Intergovt	2024 Total Requested	CIP Bonds	County Levy/Other	Municipal/ Intergovt	2025 Total Requested	Total
<b>Building Improvements Property Management</b>									
431 Bldg Improvements - Publ Wks/Patrol Station	-	380,838	-	380,838	-	380,838	-	380,838	761,676
435 Bldg Improvements - Libraries	-	247,247	-	247,247	-	247,247	-	247,247	494,494
439 Bldg Improvements - Ch/Ch	-	495,722	-	495,722	-	495,722	-	495,722	991,444
443 Bldg Improvements - General Building Fund	-	2,360,817	-	2,360,817	-	2,360,817	-	2,360,817	4,721,634
	-		-		-		-		
<b>Total Building Improvements Property Management</b>	<b>-</b>	<b>3,484,624</b>	<b>-</b>	<b>3,484,624</b>	<b>-</b>	<b>3,484,624</b>	<b>-</b>	<b>3,484,624</b>	<b>6,969,248</b>

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

*CIP Pg No. Department Name/Project Name	2024 Funding Source				2025 Funding Source				2024-2025
	CIP Bonds	County Levy/Other	Municipal/ Intergovt	2024 Total Requested	CIP Bonds	County Levy/Other	Municipal/ Intergovt	2025 Total Requested	Total
<b>Building Improvements/Repairs (Capital Levy)</b>									
449 Bldg Improvements-Extension Barn	-	33,320	-	33,320	-	33,320	-	33,320	66,640
453 Bldg Improvements-Landmark Center	-	199,800	-	199,800	-	199,800	-	199,800	399,600
457 Bldg Improvements-Parks	-	866,880	155,200	1,022,080	-	866,880	155,200	1,022,080	2,044,160
	-					1,129,567			
<b>Total Building Improvements/Repairs (Capital Levy)</b>	<b>-</b>	<b>1,100,000</b>	<b>155,200</b>	<b>1,255,200</b>	<b>-</b>	<b>1,100,000</b>	<b>155,200</b>	<b>1,255,200</b>	<b>2,510,400</b>

Summary by Funding & Account Classification  Department Name/Project Name	2024 Funding Source				2025 Funding Source				2024-2025
	CIP Bonds	County Levy/Other	Municipal/ Intergovt	2024 Total Requested	CIP Bonds	County Levy/Other	Municipal/ Intergovt	2025 Total Requested	Total
<b>CIP Maintenance Project Bonds</b>									
Projects	6,499,768	-	-	6,499,768	6,493,500	-	-	6,493,500	12,993,268
Bond Issuance Costs (see below)	-	-	-	-	-	-	-	-	-
<b>Total CIP Maintenance Project Bonds</b>	<b>6,499,768</b>	<b>-</b>	<b>-</b>	<b>6,499,768</b>	<b>6,493,500</b>	<b>-</b>	<b>-</b>	<b>6,493,500</b>	<b>12,993,268</b>
<b>CIP New Project/Major Renovation Bonds</b>									
Projects	12,871,500	8,802,000	314,729,460	336,402,960	13,000,000	10,680,000	259,899,690	283,579,690	619,982,650
Bond Issuance Costs	-	150,000	-	150,000	-	150,000	-	150,000	300,000
<b>Total CIP New Project/Major Renovation Bonds</b>	<b>12,871,500</b>	<b>8,952,000</b>	<b>314,729,460</b>	<b>336,552,960</b>	<b>13,000,000</b>	<b>10,830,000</b>	<b>259,899,690</b>	<b>283,729,690</b>	<b>620,282,650</b>
<b>Building Improvements Property Management</b>									
Building Additions, Renovations, Repairs	-	3,484,624	-	3,484,624	-	3,484,624	-	3,484,624	6,969,248
<b>Total Building Improvements Property Management</b>	<b>-</b>	<b>3,484,624</b>	<b>-</b>	<b>3,484,624</b>	<b>-</b>	<b>3,484,624</b>	<b>-</b>	<b>3,484,624</b>	<b>6,969,248</b>
<b>Building Improvements/Repairs (Capital Levy)</b>									
Building Lifecycle Maintenance	-	1,100,000	155,200	1,255,200	-	1,100,000	155,200	1,255,200	2,510,400
<b>Total Building Improvements/Repairs (Capital Levy)</b>	<b>-</b>	<b>1,100,000</b>	<b>155,200</b>	<b>1,255,200</b>	<b>-</b>	<b>1,100,000</b>	<b>155,200</b>	<b>1,255,200</b>	<b>2,510,400</b>
<b>TOTAL CIP PROJECTS REQUESTED FOR FUNDING</b>	<b>19,371,268</b>	<b>13,536,624</b>	<b>314,884,660</b>	<b>347,792,552</b>	<b>19,493,500</b>	<b>15,414,624</b>	<b>260,054,890</b>	<b>294,963,014</b>	<b>642,755,566</b>

\*CIP Pg No. refers to the page in the CIP workbook where the project request can be found

Board of Commissioners of  
Ramsey County, Minnesota

RESOLUTION NO. \_\_\_\_\_

**Title:** Resolution Providing for the Competitive Negotiated Sale of Approximately \$19,500,000 General Obligation Capital Improvement Plan Bonds, Series 2025A

**Background and Rationale:**

It is hereby found, determined and declared that Ramsey County, Minnesota (the “County”), should issue its approximately \$19,500,000 General Obligation Capital Improvement Plan Bonds, Series 2025A (the “Bonds”), to finance (1) various capital improvement projects in accordance with the County’s 2025 capital improvement budget, as approved and amended or (2) the costs of any other improvements set forth in the County’s capital improvement budgets of any year and any other capital expenditures authorized by the County, to the extent proceeds of the Bonds are not expended on improvements set forth in the 2025 capital improvement budget, as approved and amended.

**Recommendation:**

The Board of Commissioners of Ramsey County, Minnesota resolves as follows:

Baker Tilly Municipal Advisors, LLC, as an independent municipal advisor, is authorized and directed to negotiate the sale of the Bonds, by way of a competitive sale in response to Terms of Proposal attached hereto as **Exhibit A** for the Bonds, subject to further details regarding the terms of the Bonds to be set forth in a resolution to be considered by the Board at a subsequent meeting.

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

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

**TERMS OF PROPOSAL**

**\$19,500,000\***

**RAMSEY COUNTY, MINNESOTA**

**GENERAL OBLIGATION CAPITAL IMPROVEMENT PLAN BONDS, SERIES 2025A**

**(BOOK ENTRY ONLY)**

Proposals for the above-referenced obligations (the “Bonds”) will be received by Ramsey County, Minnesota (the “County”) on February 10, 2025 (the “Sale Date”) until 1:00 P.M., Central Time (the “Sale Time”) at the offices of Baker Tilly Municipal Advisors, LLC (“Baker Tilly MA”), 30 East 7<sup>th</sup> Street, Suite 3025, Saint Paul, MN 55101, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the County Board at its meeting commencing at 9:00 A.M., Central Time, of the following day, February 11, 2025.

**SUBMISSION OF PROPOSALS**

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

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

**OR**

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

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

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

\*Preliminary; subject to change.

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly Advisory Group, LP. Baker Tilly Advisory Group, LP and Baker Tilly US, LLP, trading as Baker Tilly, operate under an alternative practice structure and are members of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. Baker Tilly US, LLP is a licensed CPA firm and provides assurance services to its clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and consulting services to their clients and are not licensed CPA firms.  
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## DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing February 1, 2026. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

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

<b>2026</b>	\$1,060,000	<b>2030</b>	\$1,140,000	<b>2034</b>	\$1,335,000	<b>2038</b>	\$695,000	<b>2042</b>	\$815,000
<b>2027</b>	\$1,010,000	<b>2031</b>	\$1,185,000	<b>2035</b>	\$1,385,000	<b>2039</b>	\$725,000	<b>2043</b>	\$845,000
<b>2028</b>	\$1,055,000	<b>2032</b>	\$1,230,000	<b>2036</b>	\$ 645,000	<b>2040</b>	\$750,000	<b>2044</b>	\$880,000
<b>2029</b>	\$1,095,000	<b>2033</b>	\$1,280,000	<b>2037</b>	\$ 670,000	<b>2041</b>	\$785,000	<b>2045</b>	\$915,000

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

## BOOK ENTRY SYSTEM

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

## REGISTRAR/PAYING AGENT

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

## OPTIONAL REDEMPTION

The County may elect on February 1, 2034, and on any day thereafter, to redeem Bonds due on or after February 1, 2035. Redemption may be in whole or in part and if in part at the option of the County and in such manner as the County shall determine. If less than all Bonds of a maturity are called for redemption, the County will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

## SECURITY AND PURPOSE

The Bonds will be general obligations of the County for which the County will pledge its full faith and credit and power to levy direct general ad valorem taxes. The proceeds of the Bonds will be used to (i) finance various capital projects previously reviewed by the County Board in accordance with the County’s adopted 2024-2029 Capital Improvement Program Plan; and (ii) pay the costs associated with the issuance of the Bonds.

## NOT BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

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

### BIDDING PARAMETERS

Proposals shall be for not less than \$19,500,000 (Par) plus accrued interest, if any, on the total principal amount of the Bonds. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater.

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

No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the County scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

### ESTABLISHMENT OF ISSUE PRICE

In order to provide the County with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the County in establishing the issue price of the Bonds and shall complete, execute, and deliver to the County prior to the closing date, a written certification in a form acceptable to the Purchaser, the County, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) to the extent the hold-the-offering-price rule applies, pricing wires or equivalent communications supporting such offering or sale price. Any action to be taken or documentation to be received by the County pursuant hereto may be taken or received on behalf of the County by Baker Tilly MA.

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

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

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

If all of the requirements of a "competitive sale" are not satisfied, the County shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the County and Baker Tilly MA if 10% of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The County will treat such sale price as the "issue price" for such maturity, applied



on a maturity-by-maturity basis. The County will not require the Purchaser to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the County will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the County and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the County and Baker Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Bonds or until all of the Bonds of a maturity have been sold.

#### GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the County in the amount of \$195,000 (the “Deposit”) no later than 3:00 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the County nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the County may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

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

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

#### AWARD

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

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

#### CUSIP NUMBERS

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

#### SETTLEMENT

On or about March 12, 2025, the Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Kennedy & Graven, Chartered of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the County or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the County, or its agents, the Purchaser shall be liable to the County for any loss suffered by the County by reason of the Purchaser's non-compliance with said terms for payment.

#### CONTINUING DISCLOSURE

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

#### OFFICIAL STATEMENT

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

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

Dated December 17, 2024

BY ORDER OF THE BOARD OF COMMISSIONERS

/s/ Ling Becker  
County Manager

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2024-515

**Meeting Date:** 12/17/2024

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**Sponsor:** Economic Growth and Community Investment

**Title**

Adoption of the Ramsey County Arts, Culture and Creative Enterprise Advisory Commission Ordinance

**Recommendation**

Adopt the Proposed Ramsey County Arts, Culture and Creative Enterprise Advisory Commission Ordinance.

**Background and Rationale**

On June 25, 2024, Commissioner Frethem led a board workshop that laid the groundwork for a county-wide arts and culture strategy that included a recommendation to establish an Arts, Cultural and Creative Enterprise Advisory Commission. The Ramsey County Board of Commissioners is authorized by Section 2.02(B) of the Ramsey County Charter to establish any county board or commission by ordinance. An Arts, Cultural and Creative Enterprise Advisory Commission would not discontinue or reassign any function of the Ramsey County Charter and does not alter the obligation of the county to provide services by state or federal law.

The Ramsey County Board of Commissioners seeks to establish the Ramsey County Arts, Cultural and Creative Enterprise Advisory Commission. The Commission shall be charged with:

1. Assisting the County Manager and Ramsey County Board of Commissioners in developing and updating a county-wide arts and creative enterprise strategy, which:
  - a. Evaluates and studies key issues and trends impacting arts and the growth of creative enterprises in Ramsey County and the surrounding region, including but not limited to: economic impact of arts and cultural activity, workforce participation in arts and cultural organizations, impact and effectiveness of marketing promotion, and other investments; and,
  - b. Makes recommendations to encourage the development of cultural programs and activities, with special emphasis on the development of organizations and artists underrepresented in the arts and cultural economy.
  - c. Makes recommendations to create opportunities for all residents to have equitable access to the arts and means of cultural expression.
  - d. Makes recommendations to encourage the development of cultural programs and activities, with special emphasis on the development of organizations, events, and activities that can be promoted and marketed to external partners.
2. Communicating and engaging with artists, arts and culture organizations, the greater community, and county personnel regarding the local arts and cultural landscape, including challenges and opportunities.
3. Identifying resources for date, technical assistance, and funding opportunities to support Ramsey County's arts and cultural strategic goals.
4. Performing other duties as assigned by the Ramsey County Board or requested by the County Manager related to advancing arts or culture in Ramsey County.

The Ramsey County Home Rule Charter section 5.01.A.1 requires that certain acts of the Ramsey County Board shall be by ordinance, including: "Establish, structure, merge or abolish any county department, office, agenda, board or commissions, except as provided for in this charter."

The Ramsey County Board also held a public hearing on December 3, 2024 to afford the public an opportunity to comment on the proposed Arts, Cultural and Creative Enterprise Advisory Commission. No public comments were brought forth.

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

Creative enterprises and the arts celebrate the rich diversity that is reflected by our own county and region. Growing Opportunities to expand the arts and creative industries will help to create greater entrepreneurial opportunities for racial and ethnic communities that have been strategically devalued by systemic racism.

**Community Participation Level and Impact**

The Ramsey County Board of Commissioners recognizes that the arts and cultural economy are critical to the success of the community and achieving the vision of a vibrant community where all are valued and thrive. The establishment of a new commission provides greater opportunity to partner with community on best to adequately support the creative enterprise economy. Access to arts and cultural education opportunities is necessary for all communities to see themselves as their stories are valued and essential to our shared identity. The board recognizes its role of working with residents to support quality of life. Ramsey County cannot develop a comprehensive and effective strategy for arts and cultural promotion, access, and expansion without industry knowledge, lived experience and partnership.

 Inform Consult Involve Collaborate Empower**Fiscal Impact**

Creative enterprises are a growing industry across numerous arts spaces in the region. The industry is essential to a vibrant and thriving community. A community's arts and cultural economy improves the region's broader economic health. Arts, entertainment, and recreation industries lost the highest percentage of jobs in recent years. There is an opportunity to capitalize on statewide investments in film productions and enhance Ramsey County placemaking initiatives. Establishing the commission now will provide an opportunity to incorporate efforts and subsequent programming into the next biennial budget.

**Last Previous Action**

On November 5, 2024, the Ramsey County Board waived the first reading and set the public hearing date for the proposed Ramsey County Arts, Culture and Creative Advisory Commission ordinance (Resolution B2024-222).

On December 3, 2024, the Ramsey County Board waived the second reading and held the public hearing for the proposed Ramsey County Arts, Culture and Creative Advisory Commission ordinance (Resolution B2024-255).

**Attachments**

1. Proposed Ordinance
2. Proposed Schedule

**Ordinance**

Board of

**Ramsey County Commissioners**

Presented By: Commissioner Frethem Date: \_\_\_\_\_ No. \_\_\_\_\_

Attention: County Attorney

Finance

Procurement Office

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An Ordinance requiring the establishment of an Arts and Creative Enterprise Advisory Commission pursuant to Section 2.02(B) of the Ramsey County Charter which authorizes the Ramsey County Board of Commissioners to establish any commission by Ordinance.

The Board of Commissioners of the County of Ramsey does ordain:

**SECTION 1 – TITLE; INTENT AND PURPOSE; AND AUTHORITY**

**A. Title.** This Ordinance shall be known and may be cited as the “Ramsey County Arts, Culture and Creative Enterprise Advisory Commission Ordinance.”

**B. Intent and Purpose.**

- 1.) Whereas, on June 25, 2024, the Ramsey County Board of Commissioners (the “Board”) held a workshop that laid the groundwork for a County-wide Arts and Culture strategy that included a recommendation to establish an Arts, Culture and Creative Enterprise Advisory Commission (the “Commission”).
- 2.) Whereas, it is the intent and objective of Ramsey County to establish an Arts, Culture and Creative Enterprise Advisory Commission to ensure community input and oversight that equitably coordinates investments, identifies needs and opportunities, and provides strategic direction.
- 3.) Whereas, it is the purpose of this Ordinance to ensure that the intent and objectives referenced above are implemented by the County.
- 4.) Whereas, it is determined that said intent and objectives are most effectively accomplished by and through the establishment of an Arts, Culture and Creative Enterprise Advisory Commission.

**C. Authority.** This Ordinance is enacted pursuant to the powers granted to Ramsey County under Minnesota Statute Section 375.51, and 2.02(B) of the Home Rule Charter for Ramsey County, and other applicable state laws, as they may be amended from time to time.

**SECTION 2 – THE COMMISSION**

- 1.) **DUTIES AND OBLIGATIONS.** The Commission shall be charged with assisting the

County Manager and the Board in developing and updating County-wide arts and creative enterprise strategies, that undertakes the following:

- a. Evaluating and studying key issues and trends impacting the arts and the growth of creative enterprises in Ramsey County and the surrounding region, including, but not limited to: economic impact of arts and cultural activity, workforce participation in arts and cultural organizations, impact and effectiveness of marketing, promotion, and other investments; and,
  - b. Make recommendations to encourage the development of cultural programs and activities, with special emphasis on the development of organizations and artists underrepresented in the arts and cultural economy.
  - c. Make recommendations to create opportunities for all residents to have equitable access to the arts and means of cultural expression.
  - d. Make recommendations to encourage the development of cultural programs and activities, with special emphasis on the development of organizations, events, and activities that can be promoted and marketed to external partners.
- 2.) **MEMBERSHIP.** The Commission shall be comprised of at least 14 members, representing a wide range of creative enterprise industries.
- 3.) **APPOINTMENTS AND VACANCIES.** The Board shall make initial appointments to the Commission. The initial appointees shall be charged with establishing bylaws and membership guidelines that include terms lengths and limits, standing memberships, committee structures, and other policies and practices necessary to fulfill the duties assigned. Vacancies shall be filled by the Board through its Commission appointment process.
- 4.) **CHAIRPERSON.** The members of the commission shall elect a chairperson and vice-chairperson to serve at its pleasure, and such persons shall have the customary powers and duties of such officers.
- 5.) **MEETINGS.** The commission shall fix the time and place for regular meetings. The chairperson shall have the power to call special meetings of the commission. Half (1/2) of the current membership plus one (1) member shall constitute a quorum.

### SECTION 3 – REQUIREMENTS

- 1.) **ENACTMENT.** This Ordinance shall be in full force and effect from and upon publication after it is approved by the Board.
- 2.) **CAPTIONS AND HEADINGS.** The captions and headings used in this Ordinance are for convenience of reference only and do not define or limit the contents of each paragraph.
- 3.) **SEVERABILITY.** If portion of this Ordinance is for any reason held invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of the Ordinance. The Board hereby declares that it would have adopted this Ordinance for each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be

declared invalid.

- 4.) **AMENDMENTS.** This Ordinance may be amended from time to time by the Board according to the provisions of the Ramsey County Charter.

## Schedule for Ordinance Process for Arts, Culture and Creative Enterprise Advisory Commission

- November 5, 2024 – Request for Board Action #1
- November 7, 2024 – Send public hearing notice to Press Pub; to publish on November 13
- December 3, 2024 – Public hearing and Request for Board Action #2
- December 17, 2024 – Request for Board Action #3
- January 31, 2025 – Ordinance becomes effective



# Board of Commissioners

## Request for Board Action

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**Item Number:** 2024-476

**Meeting Date:** 12/17/2024

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**Sponsor:** Information Services

**Title**

Presentation: Update on the Enterprise Resource Planning Replacement Project

**Recommendation**

None. For information and discussion only.

**Background and Rationale**

The county needs to replace the current 22-year-old Enterprise Resource Planning (ERP) systems to improve efficiency, align processes with best practices, take advantage of expanded and improved functionality in a modern ERP system, and become more efficient in operations and resident services. This project started in 2021 when the Ramsey County Board allocated \$500,000 for ERP replacement planning (Resolution #2021-129). Information Services, Human Resources and Finance have been working together for several years to research and plan. The county issued a solicitation for a new ERP in August 2024. An update on the ERP replacement project will be presented today.

**Attachments**

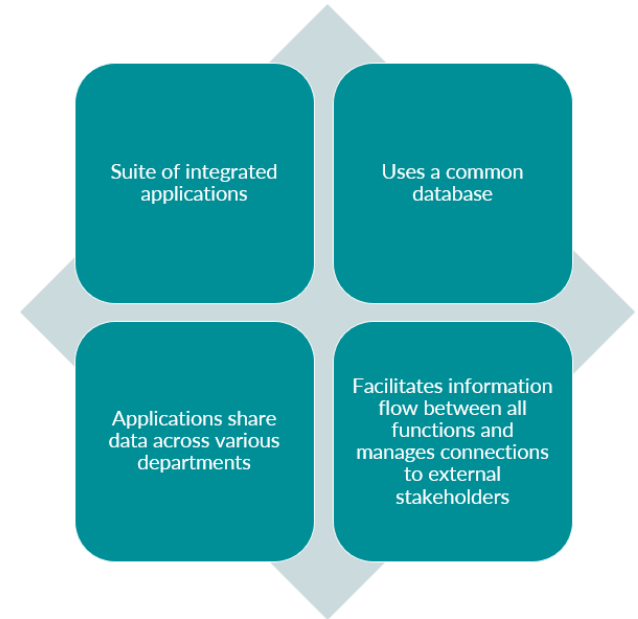
1. Presentation

# Update on the Enterprise Resource Planning Replacement Project

December 17, 2024

## What is an ERP?

- ERP = Enterprise Resource Planning
- An ERP is a software program designed to integrate and manage day-to-day business processes and activities.
- An ERP supports automation in finance, human resources, procurement, and more



## Why replace the current ERP systems?

- The County needs to replace the current 22+ year old ERP systems to:
  - Improve efficiency.
  - Align processes with best practices.
  - Take advantage of expanded and improved functionality in a modern ERP system.
  - Become more efficient in operations and resident services.

## What systems make up Ramsey County's ERP?

### **PeopleSoft Financials (Aspen)**

- Accounts Payable
- Accounts Receivable & Billing
- Bank Reconciliation
- Budgeting
- Cash Management
- Contract Management
- Employee Expense
- Financial Reporting
- Fixed Assets
- General Ledger
- Grant Management
- Project Accounting
- Purchasing

### **PeopleSoft Human Capital Management (Summit)**

- Employee & Retiree Benefits
- Employee Self Service
- Manager Self Service
- Personnel Actions
- Position Control
- Payroll
- Time Entry

## Project Timeline

- Project started in 2021 when the Ramsey County Board allocated \$500,000 for ERP replacement planning (Resolution #2021-129).
- Information Services, Human Resources and Finance have been working together for several years to research and plan.
- In 2023, County hired the consultant firm, Plante Moran, and engaged a Project Manager to focus on this work.
- For over a year the Ramsey County Project Team, with Plante Moran, have been doing work with County staff to prepare to release the RFP.

## **Activities completed to date:**

- Review and scoring of vendors proposals, system demonstrations and implementation partner interviews. (Oct-Dec 2024)
- Creation and release of RFP document package. (July- Sept. 2024)
- RFP preparation work (late 2023-summer 2024)
  - Interviews with 150+ business process owners and subject matter experts.
  - Creation and review of observations and recommendations from Plante Moran.
  - Creation and review of selected current state process maps for specific areas such as payroll, invoice creation, budget, and benefits enrollment.
  - Identification of Software Selection Committee members, including RFP scorers.
  - Creation of RFP requirements list. This reflects the feedback gathered in the interviews with employees across the county and will ensure that the requirements in the RFP reflect our needs.
  - Review of Needs Assessment and future state process maps. This ensures we are updating processes so we can best utilize the ERP products available.

## **Activities in progress**

- Redesign of chart of accounts. This work will continue into implementation.
- Vendor reference checks.
- Final scoring of vendors and selection of system vendor and implementation partner.

## **Upcoming Activities**

- Complete Intent to Award tasks and prepare for contract negotiations.
- Continue working on a funding request.

## **Timing**

- Vendor selected December 2024
- Contract negotiations Q1 2025
- Funding Request to Board Q1 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:** 2024-662

**Meeting Date:** 12/17/2024

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**Sponsor:** Board of Commissioners

**Title**

Proclamation: Commissioner Reinhardt Proclamation

**Attachments**

1. Proclamation



# Proclamation

WHEREAS, Victoria Ann Reinhardt, born to Florence and LeRoy Reinhardt in Hastings, MN, married to James Patrick Barone, mother to Michael and Erich, has served the people of her community and all of Ramsey County tirelessly, selflessly, and with distinction and dedication through 28 years of public service; and

WHEREAS, Commissioner Reinhardt was elected to the Ramsey County Board of Commissioners in 1996 and was reelected to seven consecutive terms, representing the cities of White Bear Lake, Maplewood, and North Saint Paul; and

WHEREAS, Commissioner Reinhardt has been recognized as a national leader in the areas of renewable energy, transportation, housing, public health and safety, libraries, and regional governance, advocating on a local, state, and national level for support of projects within Ramsey County and across the state and region; and

WHEREAS, Commissioner Reinhardt was instrumental in changing the landscape of recycling, waste reduction, and environmental stewardship throughout Minnesota, serving as a founding board member and Chair of the Recycling Association of Minnesota, Chair of the City of White Bear Lake Recycling Advisory Committee, Chair of the Solid Waste Management Coordinating Board, member of the National Paint Product Stewardship Initiative, appointee to the Minnesota Clean Water Council by the Governor, Chair and Vice Chair of the Ramsey/Washington Counties Recycling and Energy Board, Board Chair of the Partnership on Waste and Energy, member of the Pig's Eye Landfill Task Force, and as a national and international speaker on topics including electronic waste, disposal of waste pharmaceuticals, and solid waste management; and

WHEREAS, Commissioner Reinhardt has been a brave and loud voice for survivors of domestic violence, and through her own example and advocacy has helped countless survivors find the peace and justice that they deserve; and

WHEREAS, Commissioner Reinhardt has been named "One of the Most Powerful Business Leaders in Minnesota" in the 2018 Minnesota 500 publication, received the Lifetime Achievement Award from the GIS/LIS Consortium, earned the Association of Minnesota Counties Presidential Leader of the Year Award, named "One of the 25 Most Innovative Women in the Twin Cities" by CityBusiness, received the National Leadership Award presented by the Reusable Pallet and Container Coalition, awarded the Bruce F. Vento Distinguished Service Award by the Minnesota Coalition for the Homeless, earned a Minnesota Environmental Achievement Award, and received the Metropolitan State University Community Service Award; and

WHEREAS, Commissioner Reinhardt has served with her colleagues on the Ramsey County Board of Commissioners as Chair, mentor, cheerleader, and friend; Now, Therefore, Be It

PROCLAIMED, In recognition and honor of Commissioner Reinhardt's leadership and service to Ramsey County, the Ramsey County Board of Commissioners declares December 17, 2024, as Commissioner Victoria Reinhardt Day in Ramsey County.



Nicole Frethem, Commissioner, District 1



Mary Jo McGuire, Commissioner, District 2



Rena Moran, Commissioner, District 4



Rafael Ortega, Commissioner, District 5



Mai Chong Xiong, Commissioner, District 6



Ling Becker, County Manager