



Board of Commissioners

Agenda

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

April 22, 2025 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of April 22, 2025 is Presented for Approval** [2024-552](#)

Sponsors: County Manager's Office

Approve the agenda of April 22, 2025.

2. **Minutes from April 15, 2025 are Presented for Approval** [2024-565](#)

Sponsors: County Manager's Office

Approve the April 15, 2025 Minutes.

PROCLAMATION

3. **Proclamation: Administrative Professionals Day Proclamation** [2025-103](#)

Sponsors: Human Resources

ADMINISTRATIVE ITEMS

4. **Amendment to Single Source Professional Services Agreement with Kimley-Horn and Associates Inc. for Phase 1 Bruce Vento Regional Trail Final Design and Construction Administration** [2025-133](#)

Sponsors: Parks & Recreation

1. Approve an amendment to the agreement with Kimley-Horn and Associates Inc for construction of the Bruce Vento Regional Trail Phase 1, to extend the term of the agreement through December 31, 2027 in the not-to exceed amount of \$390.888.
2. Authorize the Chair and Chief Clerk to execute the amendment.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, in a form approved by the County Attorney Office, provided the amounts are within the limits of available funding.

5. **Grant Award from the Metropolitan Council for 2024 Legacy Amendment Parks and Trails Fishing Piers Grant Program** [2025-137](#)

Sponsors: Parks & Recreation

1. Ratify the submittal of the grant application to the Metropolitan Council for the 2024 Regional Parks Fishing Piers Grant Program.
2. Accept grant award from and approve the grant agreement with the Metropolitan Council for Legacy Amendment Parks and Trails Fishing Piers Grant Program for the period upon execution through June 30, 2026, in the total amount of \$125,000.
3. Authorize the Chair and Chief Clerk to execute the grant agreements.
4. Authorize the County Manager to enter into agreements and amendments to agreements, in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.
5. Establish a project account number for Sucker Lake Fishing Pier in 2025.

**6. Teresa Marie Schnell, Trustee for the Next of Kin of Dillion Dean Bakke, [2025-146](#)
Decedent (Court File No. 0:23-CV-02655-KMM-JFD)**

Sponsors: Board of Commissioners

Approve the settlement agreement with Teresa Marie Schnell, Trustee for the Next of Kin of Dillion Dean Bakke, Decedent, (Court File No. 0:23-CV-02655-KMM-JFD), totaling \$3.6 million.

PRESENTATION

7. Presentation: Ramsey County Federal and State Response [2025-160](#)

Sponsors: County Manager's Office

None. For information and discussion only.

LEGISLATIVE UPDATE

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

10:30 a.m. (est.) Board Workshop: Residents First: Effective, Efficient and Accessible Operations
Courthouse Room 220, Large Conference Room

Public access via Zoom:

Webinar ID: 917 1823 8667 | Passcode: 173774 | Phone: 651-372-8299

12:00 p.m. (est.) Closed Meeting *Closed to the Public*
Re: To Develop or Consider Offers to Sell 160 E Kellogg Blvd.
Courthouse Room 220, Large Conference Room

1:30 p.m. Board Workshop: Residents First: Effective, Efficient and Accessible Operations: All Hands on Deck

Courthouse Room 220, Large Conference Room

Public access via Zoom:

Webinar ID: 954 0086 3719 | Passcode: 865916 | Phone: 651-372-8299

Advance Notice:

April 29, 2025 No County board meeting – 5th Tuesday

May 06, 2025 County board meeting – Council Chambers

May 13, 2025 County board meeting – Council Chambers

May 20, 2025 County board meeting – Council Chambers



Board of Commissioners

Request for Board Action

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

Item Number: 2024-552

Meeting Date: 4/22/2025

Sponsor: County Manager's Office

Title

Agenda of April 22, 2025 is Presented for Approval

Recommendation

Approve the agenda of April 22, 2025.



Board of Commissioners

Request for Board Action

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

Item Number: 2024-565

Meeting Date: 4/22/2025

Sponsor: County Manager's Office

Title

Minutes from April 15, 2025 are Presented for Approval

Recommendation

Approve the April 15, 2025 Minutes.

Attachments

1. April 15, 2025 Minutes

Board of Commissioners Minutes

April 15, 2025 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:01 a.m. with the following members present: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Xiong and Chair Ortega. Also present were Ling Becker, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Presented by Commissioner Xiong.

1. Agenda of April 15, 2025 is Presented for Approval [2024-550](#)

Sponsors: County Manager's Office

Approve the agenda of April 15, 2025.

Motion by Moran, seconded by McGuire. Motion passed.

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

2. Minutes from April 8, 2025 are Presented for Approval [2024-564](#)

Sponsors: County Manager's Office

Approve the April 8, 2025 Minutes.

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

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

PROCLAMATION

3. Proclamation: National Public Safety Telecommunicators Week (April 13 - April 19) [2025-132](#)

Sponsors: Safety and Justice, Emergency Communications

Presented by Commissioner Miller. Discussion can be found in archived video.

ADMINISTRATIVE ITEMS

4. Approval of Fees for Loss of Use and Enterprise Risk Management Administrative Overhead During Subrogation of Claims [2025-101](#)

Sponsors: County Manager's Office

1. Approve recovering Loss of Use fees when seeking reimbursement from the at-fault party in liability claims.
2. Approve recovering Enterprise Risk Management Administrative Overhead fees when seeking reimbursement from the at-fault party in liability claims.
3. Approve adding Loss of Use and Enterprise Risk Management Administrative Overhead fees to the Ramsey County Fee Schedule.

Motion by Xiong, seconded by Miller. Motion passed.

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

Resolution: B2025-077

5. Agreement with Hennepin County for CEO Now Business Institute Programming

[2025-129](#)

Sponsors: Community & Economic Development

1. Approve an agreement with Hennepin County for CEO Now Business Institute Programming for the period upon through October 23, 2025, in accordance with the rates established in the agreement.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

Motion by Xiong, seconded by Miller. Motion passed.

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

Resolution: B2025-078

INFORMATION

6. Opioid Response Initiative Update

[2025-135](#)

Sponsors: Public Health

None. For information and discussion only.

Presented by Amy Caron, Director of Public Health. Discussion can be found in archived video.

LEGISLATIVE UPDATE

Presented by Commissioner McGuire. Discussion can be found in 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 in archived video.

BOARD CHAIR UPDATE

No updates.

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:52 a.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2025-103

Meeting Date: 4/22/2025

Sponsor: Human Resources

Title

Proclamation: Administrative Professionals Day Proclamation

Attachments

1. Proclamation

Proclamation

WHEREAS, Ramsey County is strengthened by over 400 dedicated full- and part-time Administrative Professionals who serve in every department across the county's five integrated Service Teams, ensuring seamless operations and fostering meaningful connections with residents; and

WHEREAS, Administrative Professionals are the first point of contact for countless residents, offering guidance, support, and solutions with unwavering professionalism and a genuine commitment to service; and

WHEREAS, These vital professionals work tirelessly behind the scenes, delivering unmatched efficiency, driving innovation, and upholding the highest standards of excellence, all while ensuring that every corner of the county remains responsive and resident-focused; and

WHEREAS, Administrative Professionals are appreciated not only by Ramsey County residents but also by their colleagues, managers, supervisors, and department heads who recognize and value their professional skills, standards of excellence, collaborative abilities, compassionate spirit, and many other daily contributions that enhance the workplace; and

WHEREAS, In the face of constant change, Administrative Professionals exemplify remarkable resilience, embracing challenges as opportunities to grow, innovate, and push the boundaries of what is possible in service to the community; and

WHEREAS, Administrative Professionals demonstrate exceptional adaptability, approaching each challenge with curiosity, flexibility, and a solution-oriented mindset, ensuring Ramsey County remains agile and able to meet the evolving needs of its residents; Now, Therefore, Be It

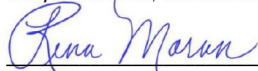
PROCLAIMED, That the Ramsey County Board of Commissioners declares April 23, 2025, as Administrative Professionals Day and April 21–25, 2025, as Administrative Professionals Week to honor the invaluable contributions, resilience, and dedication of Administrative Professionals to the success of Ramsey County.



Rafael Ortega, Board Chair, District 5



Mary Jo McGuire, Commissioner, District 2



Rena Moran, Commissioner, District 4



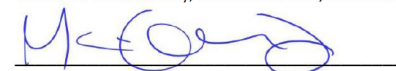
Kelly Miller, Commissioner, District 7



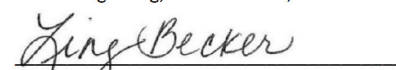
Tara Jebens-Singh, Commissioner, District 1



Garrison McMurtrey, Commissioner, District 3



Mai Chong Xiong, Commissioner, District 6



Ling Becker, County Manager

Board of Commissioners

Request for Board Action

Item Number: 2025-133

Meeting Date: 4/22/2025

Sponsor: Parks & Recreation

Title

Amendment to Single Source Professional Services Agreement with Kimley-Horn and Associates Inc. for Phase 1 Bruce Vento Regional Trail Final Design and Construction Administration

Recommendation

1. Approve an amendment to the agreement with Kimley-Horn and Associates Inc for construction of the Bruce Vento Regional Trail Phase 1, to extend the term of the agreement through December 31, 2027 in the not-to exceed amount of \$390,888.
2. Authorize the Chair and Chief Clerk to execute the amendment.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, in a form approved by the County Attorney Office, provided the amounts are within the limits of available funding.

Background and Rationale

In 2018, Kimley-Horn was hired to complete preliminary and final construction plans and a long-range plan amendment. A single source professional service agreement was approved to complete the remaining design, for construction plan finalization, special provisions/specifications finalization, right-of-way approval, completion of federal aid documentation, agency coordination, project permitting with appropriate agencies, construction bidding assistance, and design assistance during construction for the term from July 20, 2023 through July 19, 2026, in the amount of \$168,338.

Effective May 26, 2023, Ramsey County Single Source Purchase Policy requires that single source contracts with amendments which cause the contract to go over \$175,000, must be approved by the county board.

During project activities, unforeseen design and project permitting impacts occurred which resulted in additional design services needed for; stormwater management, wetland impacts, a second pedestrian bridge, and site related improvements within the railway corridor. The cost for this additional work resulted in an increase of \$222,550 exceeding the \$175,000 cap for single source agreements.

County Goals (Check those advanced by Action)

☒ Well-being ☐ Prosperity ☒ Opportunity ☒ Accountability

Racial Equity Impact

The Bruce Vento Regional Trail is a vital transportation and recreational link to the greater parks and trails system. It that will give continuous paved trail access to residents from Saint Paul and Maplewood to the northeast communities of Ramsey County. These areas contain the most racially and economically diverse populations and substantial concentrations of youth, elderly and disabled residents with increased access to several different modes of transportation in the county. Providing access to recreational amenities aids in strengthening mental health, physical health and increased community building.

Community Participation Level and Impact

No specific community participation was completed for the development of this amendment however community engagement along the whole corridor was completed through a multi-year effort for regional trail design and development of the Bruce Vento Regional Trail Long-Range Plan. The input received from these engagement activities is reflected throughout the long-range plan amendment. More detailed information can be found at the [Bruce Vento Project page <https://www.ramseycounty.us/residents/parks-recreation/planning-construction-restoration/bruce-vento-regional-trail-extension-%E2%80%93-buerkle-road-whitaker-street>](https://www.ramseycounty.us/residents/parks-recreation/planning-construction-restoration/bruce-vento-regional-trail-extension-%E2%80%93-buerkle-road-whitaker-street).

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The amendment makes an additional \$222,550 available to Kimley-Horn and Associates Inc. for final construction plans, pedestrian bridge addition, tree removal assistance and project permitting resulting in the amended total contract not-to-exceed the amount of \$390,888. This funding is included in the Parks & Recreation Bruce Vento Phase I Construction Budget.

Last Previous Action

On July 2, 2024, the Ramsey County Board of Commissioners approved a grant agreement and acceptance of federal funds for Phase 1 of the Bruce Vento Regional Trail Project (Resolution B2021-119).

Attachments

1. Amendment to Professional Services Agreement

First Amendment to PRK136

This is an Amendment to an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Parks & Recreation, 2015 North Van Dyke, Maplewood, Minnesota 55109 ("County") and Kimley-Horn and Associates Inc, 1010 Dale Street North, Saint Paul, MN 55117, registered as a Corporation in the State of Minnesota ("Contractor" or "Kimley Horn").

In this Amendment, changes to pre-existing contract language will use ~~striketrough~~ for deletions and **bolding and underlining** for insertions.

1. The parties agree to amend the Agreement as follows:

Additional work tasks associated with project elements developed over the course of the project finalization, MnDOT approvals and agency permitting, as well as complete construction observation and administration services.

Revision 1: Section 1.1 is amended as follows:

Term

1.1.

The original term of this Agreement shall be from July 20, 2023 through **December 31, 2027** ~~July 19, 2026~~ and may not be renewed.

Revision 2: Section 2.1 is amended as follows:

2.1

Project related tasks and scope of services activities for the Bruce Vento Phase 1 section consist of construction plan finalization, special provision/specifications finalization, right-of-way approval, completion of federal aid documentation, agency coordination, project permitting with appropriate agencies, construction bidding assistance, and design assistance during construction.

Overall schedule for key milestones:

- Final Draft Construction Documents: Submit draft project memorandum, final draft construction plans, final draft of special provisions/specifications, final draft construction estimate, and associated reporting documents to MN/DOT State Aid no later than September 15, 2023.
- Final Construction Documents: Submit final project memorandum, final construction plans, final special provisions/specification, final construction

estimate and associated reporting documents to MN/DOT State Aid no later than April 2024.

Refer to Attachment A - Scope of Services for detailed project scope of services and tasks. Scope of Services Attachment A is attached and made a part of this Agreement.

2.1.1 Task 1 – Construction Plan Finalization

A. Pedestrian Bridge Addition

- **The addition of a pedestrian bridge and modification of the original pedestrian bridge required design and construction document changes to several elements of the project including the following:**
 - **Alternatives analysis including options matrix, bridge fabricator discussions, and cost estimating to determine path forward.**
 - **Additional geotechnical borings at the new bridge abutments to determine proposed foundation design in accordance with MnDOT State Aid Bridge design requirements. This work was performed by Braun Intertec as a subconsultant to Kimley-Horn. A copy of Braun's proposed fee and scope of work is included as an attachment to this letter.**
 - **Design of new bridge abutments for the revised bridge span lengths and locations.**
 - **Trail alignment revisions to accommodate the new bridge locations and minimize bridge span lengths.**
 - **Revision of grading, erosion control and restoration plans in the vicinity of the pedestrian bridges.**
 - **Revision of construction quantities and cost estimate.**

B. Hoffman Road/TH61 Intersection Design

The proposed modifications at this intersection required design and construction document changes including the following:

- **Submittal of official intersection layout in accordance with MnDOT Level 2 Layout approval requirements, incorporation of comments for approval by the MnDOT Layout Review Committee.**
- **Preparation of Intersection Control Evaluation (I.C.E) document for MnDOT approval.**
- **Curb and gutter, sidewalk ramp removals, replacements and realignments at NE, NW, SE and SW quadrants of the intersection.**
- **Relocation of northwest signal mast arm structure and pedestrian push buttons.**
- **Relocation of southwest signal mast arm structure and removal of pedestrian push buttons**

C. Tree Removal Assistance

Additional labor provided to include the following:

- **Modifications to the plans, specifications and quantities to remove trees from Federal Aid plan set.**

- Preparation of field staking information for County surveyor
- Facilitation of a field walk with County Surveyor (full day)
- Facilitation of field review of tree removals with tree removal contractor (full day)

D. Sidewalk Connections

- Incorporate sidewalk connections to include revisions to removal plan, construction plan, grading, drainage and signage and striping plans.

2.1.2 Task 6 – Permitting

A. RWMWD and Minnesota Department of Natural Resources Permitting

- Contractor revised original permit applications to incorporate the second pedestrian bridge.

B. BNSF Permit and MnDOT ROW Certificate

- Throughout the course of design, Kimley-Horn facilitated several meetings with the BNSF staff to help obtain the necessary permit to construct the trail within the railroad right of way.
- In order to facilitate the BNSF permit agreement Kimley-Horn submitted the required permit fees to the BNSF via their on-line portal. Kimley-Horn is preparing documentation for MnDOT related to ROW acquisition to obtain the ROW Certificate necessary for FHWA approval.

2.1.3 Task 7 – Bidding Assistance

A. Federal Aid Post Bid Documentation

1. Preparation of required DCP Documentation of bid results
2. Coordination with Contractor regarding civil rights approval
3. Construction bid analysis and funding group organization approval with MnDOT
4. Assistance with STIP amendment if necessary

2.1.4 Task 8 – Pre-Construction Activities (New Task)

1. Pedestrian bridge, modular block retaining wall and soil nail wall shop drawing review and MNDOT Review assistance
2. Coordination meetings and correspondence with the Contractor
3. Review and comment of Contractor construction schedule
4. Preparation construction submittal logs
5. Preparation of layout and staking data for construction survey
6. Stakeholder coordination (White Bear Lake, Watersheds, BNSF, Minnesota Commercial RR)

Revision 3: Section 4 is amended as follows:

4.1

The County shall pay the Contractor a not to exceed amount of \$ ~~160,937.50~~ 383,487.50 over the life of the contract according to the agreed to rates.

4.2

The County shall pay the Contractor the following unit rates:

As outlined in the approved cost proposals which are attached and made a part of this Agreement as Attachment B - Engineering Services Cost Proposal, and Attachment C - Estimate of Cost for Professional Services- Amendment # 1.

4.3

Additionally, the County will reimburse the Contractor for the actual cost of out of pocket expenses incurred in the performance of services under this Agreement, up to a maximum not to exceed payment of \$7,400.00. Each invoice shall have attached to it receipts for expenses for which the Contractor is seeking reimbursement.

4.4

The maximum not to exceed contract sum is ~~\$168,337.50~~ **390,887.50 (\$160,937.50 as set forth in Attachment B, plus \$179,450.00 in labor and \$43,100.00 in fees as set forth Attachment C, plus \$7,400.00 for out-of-pocket expenses as set forth in Section 4.3.)**

4.5

Reimbursement of expenses will be made consistent with County policies. The County will reimburse only the actual cost of out of pocket expenses incurred for completion of the project. If reimbursement for travel is permitted, all airfare will first be authorized by the County and will be reimbursed at the lowest cost fare available. Lodging, meals, ground transportation and incidentals necessitated by the resulting contract will be reimbursed according to the Internal Revenue Service ("IRS") Regular Per Diem Rate Method or actual cost, whichever is less. Mileage will be reimbursed at the IRS rate in effect at the time of travel.

2.

Except as modified herein, the terms of the Agreement shall remain in full force and effect.

Board of Commissioners

Request for Board Action

Item Number: 2025-137

Meeting Date: 4/22/2025

Sponsor: Parks & Recreation

Title

Grant Award from the Metropolitan Council for 2024 Legacy Amendment Parks and Trails Fishing Piers Grant Program

Recommendation

1. Ratify the submittal of the grant application to the Metropolitan Council for the 2024 Regional Parks Fishing Piers Grant Program.
2. Accept grant award from and approve the grant agreement with the Metropolitan Council for Legacy Amendment Parks and Trails Fishing Piers Grant Program for the period upon execution through June 30, 2026, in the total amount of \$125,000.
3. Authorize the Chair and Chief Clerk to execute the grant agreements.
4. Authorize the County Manager to enter into agreements and amendments to agreements, in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.
5. Establish a project account number for Sucker Lake Fishing Pier in 2025.

Background and Rationale

The 2024 legislative session appropriated \$500,000 for competitive equity grants to Regional Park Implementing Agencies for new fishing piers to increase fishing opportunities on lakes in the metropolitan parks system. A lottery was held at the Metropolitan Parks and Open Space Commission meeting on February 6th, 2025, and the Ramsey County Parks Sucker Lake Fishing Pier application was one of four awarded from a pool of eligible applications.

Fishing at the Sucker Lake section of Vadnais-Snail Lake Regional Park is extremely popular. Currently the only fishing available in this section of the park is either along Sucker channel or the shoreline of Sucker Lake. Because of the limited availability of fishing locations, the channel has collected significant amounts of lead tackle, leading to dozens of swan deaths. www.ramseycounty.us/leadfreelakes

Adding a fishing pier to Sucker Lake will alleviate some fishing pressure at the channel while providing increased fishing opportunities to a diverse community of anglers and accessible fishing access that is missing at this location. Signage would be installed to encourage people at this popular fishing location to visit the pier.

County Goals (Check those advanced by Action)

☒ Well-being

☐ Prosperity

☒ Opportunity

☐ Accountability

Racial Equity Impact

Recent community engagement and outreach has shown there to be significant racial diversity of anglers in this area. Spring through fall, families visit Sucker Lake and will often make a day of picnicking and fishing at this park. The Saint Paul Police Activities League (P.A.L.) Cops and Bobbers use this area as part of their youth programming and Ramsey County Parks free Catch & Release programming could be expanded with the addition of a pier.

Community Participation Level and Impact

Public engagement was conducted in March and April of 2024. An online survey with 107 participants and a virtual meeting with 12 participants provided valuable insights that were incorporated into the decision to install a fishing pier. More information is available at www.ramseycounty.us/leadfreelakes
<<http://www.ramseycounty.us/leadfreelakes>>

☒ Inform ☒ Consult ☒ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Since this grant award was done by lottery, it was not included in the Parks operational budget. There is no match required with this grant and design work will be completed by Parks & Recreation planning staff. There will not be an operational budget impact as a result of accepting these grant funds.

Last Previous Action

None.

Attachments

1. Notice of Funds Availability
2. Grant Application
3. Grant Agreement

REGIONAL PARKS SYSTEM FISHING PIERS GRANT PROGRAM

2024 Notice of Funding Availability



The Council's mission is to foster efficient and economic growth for a prosperous metropolitan region

Metropolitan Council Members

Charlie Zelle	Chair	Diego Morales	District 9
Judy Johnson	District 1	Peter Lindstrom	District 10
Reva Chamblis	District 2	Dr. Gail Cederberg	District 11
Dr. Tyronne Carter	District 3	Susan Vento	District 12
Deb Barber	District 4	Chai Lee	District 13
John Pacheco Jr.	District 5	W. Toni Carter	District 14
Robert Lilligren	District 6	Tenzin Dolkar	District 15
Yassin Osman	District 7	Wendy Wulff	District 16
Anjuli Cameron	District 8		



The Metropolitan Council is the regional planning organization for the seven-county Twin Cities area. The Council operates the regional bus and rail system, collects and treats wastewater, coordinates regional water resources, plans and helps fund regional parks, and administers federal funds that provide housing opportunities for low- and moderate-income individuals and families. The 17-member Council board is appointed by and serves at the pleasure of the governor.

On request, this publication will be made available in alternative formats to people with disabilities. Call Metropolitan Council information at 651-602-1140 or TTY 651-291-0904.

2024 Notice of Funding Availability (NOFA)

This 2024 Notice of Funding Availability (NOFA) describes the Metropolitan Council's intentions for the one-time legislatively directed Regional Parks System Fishing Piers Grant Program. Specifically, this notice:

- Establishes the amount of funding available and the limits that apply to individual awards.
- Sets the schedule for application submittal, review, and award.
- Describes the criteria the Metropolitan Council will use in project selection.
- Defines who is eligible to apply.

Background and Purpose

The 2024 legislative session appropriated \$500,000 for grants to Regional Park Implementing Agencies for new fishing piers to increase fishing opportunities on lakes in the metropolitan parks system. The Metropolitan Council is tasked with soliciting proposals from the implementing agencies. These funds expire June 30, 2026.

Eligible Applicants

By state statute¹, applicants must be a regional park implementing agency, defined as the counties of Anoka, Carver, Dakota, Ramsey, Scott and Washington, the cities of Saint Paul and Bloomington, the Minneapolis Park and Recreation Board, and the Three Rivers Park District.² Regional park implementing agencies are welcome to collaborate on proposals. Individuals and/or other governmental, private, or nonprofit entities are not eligible to apply, but are encouraged to be included as project partners with regional park implementing agencies.

Available Funds and Award Limits for 2024

- \$500,000 in State funds is available for new fishing piers.
- Agencies are allowed to submit one application each for \$125,000. If the total project cost is more than \$125,000, agencies must provide the additional funding.
- A lottery will be held at a Metropolitan Parks and Open Space Commission (MPOSC) meeting to select four awards from the pool of eligible applications.
- The Council reserves the right to award less than the available funding.
- Grants are reimbursement-based.

Eligible Uses of Funds and Criteria

Grant proposals must meet all of the below criteria to be considered for funding.

- Proposals must be for new fishing piers.
- Proposals must clearly demonstrate a need and describe how the fishing pier will increase fishing opportunities.
- Proposals must address one or more equity focus area (age, race, ethnicity, income, national origin or ability).
- The proposal must demonstrate how a new fishing pier will contribute to additional programming opportunities and awareness building for the regional parks and trails system.

¹ Minn. Stat. § 473.315: <https://www.revisor.mn.gov/statutes/?id=473.315>

² Minn. Stat. § 473.351: <https://www.revisor.mn.gov/statutes/?id=473.351>

- Projects must be ready to start so that they can be completed by June 30, 2026.
- Projects must be within the boundaries of the Regional Parks and Trails System, consistent with the *2040 Regional Parks Policy Plan*, consistent with a Council-approved long-range plan, and compliant with the Americans with Disabilities Act (ADA).
- Project must be approved by the Agency's locally elected board either individually or as part of a local capital improvement plan before a grant agreement is executed.

Funding Schedule

October 2024	NOFA brought through the Council process for approval and to authorize awarding four eligible projects after the MPOSC lottery
November 2024	NOFA posted on Council website and application opens
January 2025	Applications due by 4:00 P.M. on January 10, 2025 (must be submitted via WebGrants)
January 2025	Staff review projects for eligibility
February 2025	Lottery held at the February 6, 2025 MPOSC meeting
February 2025	Grant agreements sent out

These dates are subject to change.

Proposal Review Process

Council staff will review all proposals to ensure completeness and eligibility. Council staff are available to answer agency questions throughout the application process. Applications must meet each of the criteria listed above in order to be eligible for the lottery. The MPOSC chair will select four applications at random at a public MPOSC meeting.

Grant Terms

Grants will expire June 30, 2026, with no extensions possible. All costs eligible for reimbursement must be incurred during the grant term and all costs must be submitted within 90 days after the end of the grant term. Unspent grant funds will revert to the State.



390 Robert Street North
Saint Paul, MN 55101-1805

651.602.1000
TTY 651.291.0904
public.info@metc.state.mn.us
metro council.org

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Application

22084 - 2024 Regional Parks Fishing Piers Grant Program - Final Application

22436 - Sucker Lake Fishing Pier Park Competitive Equity Grants

Status:	Submitted	Submitted Date:	01/07/2025 1:21 PM	Submitted By:	Kristopher Lencowski
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Applicant Information

Primary Contact:

Feel free to edit your profile any time your information changes. Create your own personal alerts using My Alerts.

Name:*	Kristopher	Lencowski
	<small>Pronouns First Name Middle Name</small>	<small>Last Name</small>

Title:* Director of Park Operations

Department:

Email:* Kristopher.Lencowski@co.ramsey.mn.us

Address:* 2015 Van Dyke Street

*	2015 Van Dyke Street		
	Maplewood	Minnesota	55109
	<small>City</small>	<small>State/Province</small>	<small>Postal Code/Zip</small>

Phone:*	651-363-3775	
	<small>Phone</small>	<small>Ext.</small>

Fax:

What Grant Programs are you most interested in?* Parks Legacy Fund

Organization Information

Name:* RAMSEY COUNTY

Jurisdictional Agency (if different):

Organization Type: County Government

Organization Website: PARKS AND RECREATION

Address:* PARKS AND RECREATION

2015 N VAN DYKE ST

* MAPLEWOOD Minnesota 55109
 City State/Province Postal Code/Zip

County:* Ramsey

Phone:* 651-748-2500 Ext.

Fax:

Project Summary

Project title* Sucker Lake Fishing Pier
 Please start title with name of regional park or trail

Is this proposal for a new fishing pier?* Yes

Project need description* Fishing at Sucker and Vadnais Lakes is extremely popular, but currently only shoreline fishing is available. Also, the channel going into Sucker Lake has collected lost lead tackle, leading to dozens of swan deaths. ramseycounty.us/leadfreelakes

Describe the need for a fishing pier at this location, and how it will increase fishing opportunities

Long-range plan consistency* Fishing is included in the long-range plan. VI-19, A-29
 Provide the year of the long-range plan approval and the page number describing the plan for a fishing pier

Equity focus area(s)* Age, race, ethnicity and ability
 Age, race, ethnicity, income, national origin, and/or ability? Applicants are encouraged to consider focusing on multiple equity areas.

Equity focus description* Recent community engagement and outreach has shown great diversity in anglers in this area. Also, a new fishing pier would be ADA accessible.

Describe how this project will address one or more equity focus areas

Programming and awareness building* This area is already frequented by anglers, including Saint Paul Police's diverse outreach programming. Signage would encourage people at the popular fishing nodes at the channel to visit the pier.

Describe how a new fishing pier will contribute to additional programming opportunities and awareness building for the regional parks and trails system

Will this project be completed by June 30, 2026?* Yes

Project Location

Regional park or trail * Vadnais - Snail Lakes Regional Park

Council district* 10 - Peter Lindstrom

Construction Budget

Construction Amount
\$125,000.00
\$125,000.00

Internal Professional Services Budget

Internal Professional Services Amount
\$0.00

External Professional Services Budget

External Professional Services Amount
\$0.00

Community Engagement Budget

Outreach Event Costs Budget

Outreach Goods/Materials Budget

Other Budget

Budget Questions

FISHING PIERS GRANT PROGRAM

GRANTEE: Ramsey County		GRANT NO. SG-25P7-06-02
GRANT PROJECT: Vadnais-Snail Lakes Regional Park – Fishing Pier - See Grant Project Summary attached hereto as Attachment A		
TOTAL GRANT AMOUNT:	\$125,000	STATE FISCAL YEAR: 2025
STATE FISCAL YEAR 2025:	\$125,000	
APPROPRIATION: Minnesota Laws 2024, Regular Session, Chapter 116, Article 1, Section 5		
EFFECTIVE DATE: Date agreement has been fully executed by both parties.		
GRANT PROJECT ACTIVITY PERIOD: February 6, 2025, to June 30, 2026		
COUNCIL AUTHORIZED REPRESENTATIVE: Erin Acton, Parks Grants Administrator (erin.acton@metc.state.mn.us)		
COUNCIL ACTION: October 23, 2024	BUSINESS ITEM: 2024-275 SW	
EXPIRATION DATE: June 30, 2026		

GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and entered into on the Effective Date by and between the Metropolitan Council (“Council”) and the Regional Park Implementing Agency identified above as the “Grantee.”

RECITALS

1. The Minnesota Legislature, by [Minnesota Laws 2024, Regular Session, Chapter 116, Article 1, Section 5](#) appropriated funds for State Fiscal Year 2025 from the State General Fund (“Appropriation”) to the Council for grants to Regional Park Implementing Agencies.
2. Minn. Stat. § 473.301 *et seq.* authorizes the Council to make grants to eligible governmental units situated wholly or partly within the metropolitan area for the purpose of regional recreation open space development in accordance with the Council’s 2040 Regional Parks Policy Plan.
3. The Grantee sought funding from the Council for its Grant Project from the appropriation. The Grant Project Summary is attached hereto as **Attachment A**.
4. The Council authorized the granting of a portion of the Appropriation to the Grantee for the completion of the Grant Project pursuant to the Business Item referenced on Page 1.

FISHING PIERS GRANT PROGRAM

5. The Grantee represents that it is duly qualified and agrees to perform all services described in this Agreement to the satisfaction of the Council during the Grant Project Activity Period.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

1. Definition of Terms.

The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- A. **Approved Long-Range Plan.** “Approved Long-Range Plan” means the long-range plan for the Park required and approved by the Council.
- B. **Council Action.** “Council Action” means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded State General Funds.
- C. **Effective Date.** “Effective Date” means the date this Agreement is fully executed by both parties. Pursuant to Minn. Stat. §16B98, Subd. 7, no payments can be made to the Grantee until this Agreement is fully executed.
- D. **Eligible Costs.** “Eligible Costs” means and is limited to the Use of Funds described in Attachment A.
- E. **Grant Project Activity Period.** “Grant Project Activity Period” is identified on Page 1 of this Agreement.
- F. **Grant Project Summary.** “Grant Project Summary” identifies the Grant Project activities and is attached hereto as **Attachment A**.
- G. **Measurable Outcomes.** “Measurable Outcomes” means outcomes, indicators, or other performance measures that may be quantified or otherwise measured to measure the effectiveness of a project or program in meeting its intended goal or purpose.
- H. **Park.** “Park” means the regional park, park reserve, trail corridor, or special recreation feature in which the Project is to be performed.
- I. **Policy Plan.** “Policy Plan” means the Council’s 2040 Regional Parks Policy Plan, including the capital improvement program for recreation open space, required by Minnesota Statutes section 473.147.
- J. **Reimbursement.** “Reimbursement” means the Grantee will expend its own funds and provide to the Council acceptable documentation that the expenditure has been made before seeking payment under this agreement for the expenditure.
- K. **Site Monitoring.** “Site Monitoring” means the Council’s review of the Grant Project and records pursuant to Minn. Stat. § 16B.98.
- L. **Small Disadvantaged Businesses.** “Small Disadvantaged Businesses” means small Minnesota-based businesses that are certified as Disadvantaged Business Enterprises (DBEs), Targeted Group Businesses (TGBs), and/or Veteran-Owned Businesses.

2. Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract agreement: 11. Liability; 12. Audits; 13. Government Data Practices; 15. Governing Law, Jurisdiction, and Venue; 18.2 Publicity; and 18.3 Endorsement.

FISHING PIERS GRANT PROGRAM

3. Grantee's Duties or Grant Project.

The Grantee will perform the Grant Project listed on Page 1 during the Grant Project Activity Period identified on Page 1.

4. Time.

The Grantee must comply with all the time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

5. Eligible Costs.

5.1 Eligible Costs. Eligible costs are those costs *directly* incurred by the Grantee for Grant Project activities and budget outlined in **Attachment A** taking place during the Grant Project Activity Period that are *solely related* to and necessary for the completion of the Grant Project. This Agreement must be implemented according to Minn. Stat. § 16B.98 and must account for all expenditures.

5.2 Ineligible Costs. The Grantee shall not be reimbursed for in-eligible costs. Any cost not defined as an eligible cost or not included in the Grant Project or approved in writing by the Council is a non-eligible cost. Grant funds may not be used for costs of Project activities that occurred prior to the start of the grant project activity period.

6. Grant Amount, Payment, and Use.

6.1 Grant Amount. The Council will reimburse the Grantee for eligible costs during the Grant Project Activity Period up to the Grant Amount identified on Page 1. This amount is granted for the purpose of performing the Grant Project. In no event will the Council's obligation under this agreement exceed the total grant amount. The Council shall bear no responsibility for any cost overruns that may be incurred by the Grantee in the performance of the Grant Project. Notwithstanding anything to the contrary in this agreement, the payment of State General Fund grant proceeds shall be made by the Council within the time frames specified in this agreement only if the Council has adequate State General Funds on hand at the time that payment is due.

6.2 Reimbursement Requests and Documentation. The Council will disburse grant funds in response to a written or electronic payment request submitted by the Grantee to the Council and reviewed and approved by the Council's Authorized Representative. Payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment requests and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement or a "cost incurred" basis. Payment requests must include the specific Grant Project activities conducted or completed during the authorized time-period. Payment requests must include documentation supporting expenses including consultant/contractor invoices showing the time-period covered by the invoice; proof or verification of payment of the invoice, and other supporting documents as the Council deems appropriate.

FISHING PIERS GRANT PROGRAM

6.3 Conditions of Payment. All services provided by the Grantee under this Agreement must be performed to the Council's satisfaction, as determined at the sole discretion of the Council's Authorized Representative and in accordance with all applicable federal, Council, and local laws, ordinances, rules, and regulations. The Council will hold the final Grant payment until it receives the completed final project report as referenced in Section 8.2.

6.4 Repayment of Unauthorized Use of Grant Funds. Upon a finding by the Council or the state that Grantee has made an unauthorized or undocumented use of grant funds, and upon a demand for repayment issued by the Council, the Grantee agrees to promptly repay such amounts to the Council. Additionally, if the Grantee is in breach of the requirements of this Agreement, including Minn. Stat. § 16B.98 and MMB's Guidance, the Council may, in its sole discretion, withhold future grants to the Grantee until the breach is cured.

6.5 Contracting and Bidding Requirements. Grantee is expected to follow the contracting and bidding requirements of Minn. Stat. §471.345 and §§177.41 through 177.44 (prevailing wage), if applicable. Grantee may not contract with vendors that are either suspended or debarred in Minnesota:

<https://mn.gov/admin/osp/government/suspended-debarred/index2.jsp>

6.6 Disability Access. Pursuant to the Appropriation, the Grantee should, as part of the Grant Project, in consultation with the Council on Disability and other appropriate governor-appointed disability councils, boards and committees, make progress toward providing greater access to programs, print publications and digital media for people with disabilities.

6.7 Regional Use. The Grantee agrees to develop, operate, and maintain the Park in a manner consistent with the Policy Plan and the park unit's Approved Long-Range Plan, including allowing use of the Park by all persons in the region. The Grantee further agrees that it will not adopt any rules or restrictions hindering or affecting regional use of the Park including, but not limited to, imposing higher fees for non-residents without the express written consent of the Council, either during the Grant Project Activity Period or for a period of twenty (20) years following.

7. Accounting, Record-keeping, and Site Monitoring.

7.1 Accounting and Record-Keeping. The Grantee agrees to establish and maintain a separate account for the Grant Project and to maintain accurate and complete books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Agreement to the extent and in such detail that will accurately reflect the total cost of the Grant Project. The Grantee shall use generally accepted accounting principles. Pursuant to Minn. Stat. § 16B.98, all records shall be retained for at least six (6) years after the issuance of the final certificate of acceptance by the Council, or such

FISHING PIERS GRANT PROGRAM

shorter period as may be specified in writing by the Council at the expiration of the Grant Project Activity Period.

7.2 Site Monitoring. Pursuant to Minn. Stat. § 16B.98, subd. 6, the Council shall monitor Grant Project activities and records.

8. Reporting and Grant Closeout.

8.1 Semi-Annual Reporting during the Grant Project Activity Period. Grantee must submit cash flow and semi-annual progress reports to the Council by July 31 and January 31 of each year while the grant agreement is active. In the cash flow report, the Grantee shall describe the current project spending and projected spending for the periods defined in the report template. The progress report shall include the construction, programing and/or consulting activities taken during the reporting period. The Grantee shall provide sufficient documentation for information the Council reasonably requests.

8.2 Final Report and Closeout. Prior to the final reimbursement, the Grantee shall submit to the Council a final project report that provides the completed project results as detailed in the initial measurable outcomes. The Grantee must submit the closeout requirements in a format determined by the Council providing the total Grant Project receipts and expenditures, summarizing all Grant Project activities, and containing a certification by the Grantee's authorized financial representative (e.g.: CFO, Financial Director) that all grant funds were expended in accordance with this Agreement.

9. Changes in Grant Project and Amendments.

9.1 Changes in Grant Project. Projects funded by the Appropriation must be substantially consistent in both scope and budget with the approved project description. Changes to the Grant Project in either scope or budget shall require an amendment. Failure to inform the Council of any significant changes to the Grant Project or significant changes to grant-funded components of the Grant Project and any use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee's eligibility for future funding.

9.2 Amendments. The terms of this Agreement may be changed by mutual agreement of the parties if the changes are consistent in both scope and budget with the approved project description. Changes shall be effective only upon execution of written amendment(s) signed by authorized representatives of the Council and the Grantee. Grant funds for the changed Project will not be disbursed prior to execution of an amendment. If the Grantee needs additional time within which to complete the Grant Project, the Grantee must submit to the Council a written extension request AT LEAST NINETY (90) CALENDAR DAYS PRIOR TO THE EXPIRATION DATE. The combined Grant Agreement with amendments must not exceed five years.

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10. Assignment, Waiver, and Agreement Complete.

10.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the Council and a fully executed Assignment Agreement.

10.2 Waiver. If the Council fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

10.3 Agreement Complete. This Agreement contains all negotiations and agreements between the Council and the Grantee. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

11. Liability.

The Grantee must indemnify, save, and hold the Council, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the Council, arising from the performance of this Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the Council's failure to fulfill its obligations under this Agreement.

12. Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

13. Government Data Practices.

The Grantee and Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. chapter 13, as it applies to all data provided by the Council under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the Council. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the Council.

14. Workers Compensation.

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered Council employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Council's obligation or responsibility.

15. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the

FISHING PIERS GRANT PROGRAM

appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. Termination.

The Council may cancel this Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

17. Use of Small Disadvantaged Businesses.

The Council maintains a list of Small Disadvantaged Businesses that the Grantee and its contractors are encouraged to use. This list and technical assistance are available through the Council's Office of Equal Opportunity at <http://mcub.metc.state.mn.us>. The Grantee and its contractors are also encouraged to use Small Disadvantaged Businesses that are certified through other government programs. The Council expects the Grantee and Grantee's contractors to make reasonable efforts to solicit and include Small Disadvantaged Businesses in economic activities that arise from the Grantee's use of grant funds.

18. Miscellaneous.

18.1 Minnesota Conservation Corps. The Grantee shall give consideration to contracting with the Minnesota Conservation Corps for contract restoration, maintenance, and other activities.

18.2 Publicity. Any publicity regarding the Grant must identify the Council as the sponsoring agency and must not be released without prior written approval from the Council's Authorized Representative. For the purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

18.3 Endorsement. The Grantee must not claim that the Council endorses its products or services.

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FISHING PIERS GRANT PROGRAM

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the Effective Date.

RAMSEY COUNTY


By: _____
Rafael Ortega
Its: Chair, Board of Commissioners

Date: _____

By: _____
Jason Yang
Its: Chief Clerk

Date: _____

Approval Recommended:

By: 
Mark McCabe
Its: Director of Parks and Recreation

Date: 04/11/25

Approved as to form

By: 

Its: Assistant County Attorney

Date: 4-11-2025

METROPOLITAN COUNCIL

By: _____
LisaBeth Barajas, Executive Director
Its: Community Development Division

Date: _____

FISHING PIERS GRANT PROGRAM

ATTACHMENT A

Regional Parks Grant Project Summary

Grant #	SG-25P7-06-02
Funding Type:	State General Fund
Grantee:	Ramsey County
Project Name:	Fishing Piers Grant
Regional Park or Trail:	Vadnais-Snail Lakes Regional Park
City:	Vadnais Heights
County:	Ramsey

Project Detail and Measurable Outcomes

Project Description	Reimbursement of costs associated with the installation of new fishing piers to increase fishing opportunities on lakes in the metropolitan parks system.
Detailed Measurable Outcomes	Report on completion of new fishing pier installation.
Project Budget	Total - \$125,000.00

Board of Commissioners

Request for Board Action

Item Number: 2025-146

Meeting Date: 4/22/2025

Sponsor: Board of Commissioners

Title

Teresa Marie Schnell, Trustee for the Next of Kin of Dillion Dean Bakke, Decedent (Court File No. 0:23-CV-02655-KMM-JFD)

Recommendation

Approve the settlement agreement with Teresa Marie Schnell, Trustee for the Next of Kin of Dillion Dean Bakke, Decedent, (Court File No. 0:23-CV-02655-KMM-JFD), totaling \$3.6 million.

Background and Rationale

On August 4, 2022, days prior to being booked into the Ramsey County Adult Detention Center ("ADC"), Dillion Dean Bakke ("Bakke") was seen in the emergency room for a head injury that required stitches. On August 7, 2022, Bakke was booked into ADC. The Inmate Intake Admission form indicated that Bakke had hemophilia and stitches above his left eye. Medical records available to jail medical staff noted he had a diagnosis as a hemophiliac and presented with schizoaffective disorder. On August 8, 2022, at approximately 4:40 a.m., Bakke was moved to segregation after screaming throughout the night, awakening other inmates, engaging with arguments with other inmates and causing a disturbance in his assigned pod. During the move, Bakke complained of pain and had difficulty walking and was carried by correctional officers. Correctional officers and nursing staff periodically observed Bakke in his cell during routine rounds. On August 9, 2022, at approximately 10:15 a.m., Bakke was found unresponsive in his cell but was breathing on his own. Bakke was transported to the hospital where he remained for 18 days until he passed away on August 27, 2022. Plaintiff's medical expert opined that Bakke died of complications from a spontaneous, catastrophic, intraparenchymal brain hemorrhage caused by his hemophilia. Plaintiff's medical expert further opined that had Bakke been transported to the hospital after showing signs of difficulty walking during the transport to segregation, it could have been lifesaving.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

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

Community Participation Level and Impact

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

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

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

Last Previous Action

On March 18, 2025, the Ramsey County Board met in a closed session to receive information from and provide direction to the County Attorney's Office (Resolution B2025-060).

Attachments

1. Settlement Agreement

RELEASE OF ALL CLAIMS I

For and in consideration of the total sum of Three Million Six Hundred Thousand Dollars and 00/100 (\$3,600,000.00), the receipt of which is hereby acknowledged, I, Teresa Marie Schnell, as Trustee for the Next of Kin of Dillon Dean Bakke, (the releasing party), do hereby fully and forever release, acquit and discharge Ramsey County (the party released), including its member agencies and all law enforcement and corrections officers under its jurisdiction, all of their past, present and future officers, officials, attorneys, principals, representatives, insurers, administrators, executors, successors and assigns, employees and agents, from any and all past, present or future actions, at law or in equity, whether arising by statute, common law or otherwise, claims, costs, loss of services, attorneys' fees, expenses and compensation and demands of whatsoever kind or nature, on account of, or in any way growing out of, all known and unknown personal injuries, property damage, losses and damages, claims for anticipated and unanticipated injuries and/or damages, claims or actions for contribution and/or indemnity and claims of whatever nature, including compensatory, consequential, or punitive damages now existing or which may develop, whether or not such consequences are known or anticipated, arising out of the incident which was the subject of a lawsuit entitled *Teresa Marie Schnell, Trustee for the Next of Kin of Dillon Dean Bakke, Decedent, Plaintiff, vs. Ramsey County, Xue Yang, Alex Grundhofer, Scott Brommerich, Antonio Rulli, Defendants*, Case File No. 0:23-cv-02655 (KMM/JFD).

The releasing party acknowledges no additional promise or agreement has been made as consideration for this Release and the signing thereof has not been induced by any representations of the party released, or by anyone on its behalf, concerning the nature, extent or duration of the alleged injuries or damages sustained, or any other matter.

The party released has aggressively denied all liability, and the payment acknowledged in this Release was made without admission of liability and received in discharge, compromise, settlement and satisfaction of all actions, claims and demands heretofore described.

The releasing party additionally acknowledges this settlement is a complete resolution of all possible claims, including any state tort claim, any loss of consortium claim, any state or federal statutory claim, civil rights claim, 42 U.S.C. §1983 claim, punitive damage claim, claims for costs, expenses, interest, attorney's fees under Minn. Stat. § 549.211 or 42 U.S.C. §1988, or any other claim.

It is specifically understood and agreed this Release includes the release and discharge of any and all unnamed potential tortfeasors, and the releasing party accepts the compensation stipulated to in this Release in full satisfaction of any and all injuries and/or damages which have heretofore arisen or which may hereafter arise.

The releasing party specifically represents and warrants there are no attorneys' liens served, filed or noticed with regard to this cause of action or the proceeds relating to this cause of action, and the only attorney who is entitled to any payment from the proceeds of this settlement is Meshbeshier & Student, P.A., f/k/a Meshbeshier & Associates, P.A.

The releasing party specifically represents and warrants all medical, hospital and other expenses arising out of the aforementioned incident have been paid, or will be paid out of the proceeds of this settlement if required by law.

The releasing party agrees to fully satisfy, indemnify, and hold the party released harmless from any and all penalties, liens, conditional payments, demands, and actions in law or equity, or other payments that may be required if the releasing party's representations as to their entitlement (or lack thereof) to Medical Assistance, Medicare or Social Security benefits is in any way misrepresented. Further, the releasing party agrees to provide the Released Party the following information to enable it to fulfill its obligations under Section 111 of the federal Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA): full legal name; gender; date of birth; social security number; and any other information reasonably required under the MMSEA.

The releasing party specifically represents and warrants no person, firm, corporation, governmental entity or other entity has any right to proceed by way of subrogation, enforcement of a lien or otherwise against the party hereby released.

The releasing party hereby agrees to indemnify and hold harmless the party hereby released from any liability whatsoever to any person, firm or corporation beyond the consideration already paid as a part of this release, including, without limitation, liability for claims of negligence, constitutional claims, breach of contract, fraud, misrepresentation, strict liability and/or breach of express or implied warranty and/or actions for enforcement of any liens and including, without limitation, any subrogation claim and/or lien enforcement claim arising from payment of any insurance benefits, Medicare payments, medical assistance claim, or otherwise, which may now exist or hereafter arise by reason of the matters referred to in the Complaint, Amended Complaints, or other pleadings in the above entitled matter. It is agreed all liens or any statutory obligation will be satisfied by the proceeds of this settlement.

The releasing party agrees to consider the interests of Medicare pursuant to 42 U.S.C. § 1395y(b)(2) and its associated regulations. The releasing party further agrees to hold harmless the party hereby released should the releasing party fail to reimburse Medicare for conditional payments and to indemnify the party hereby released from any and all injury related obligation/Medicare rights (past, present and future) arising out of 42 U.S.C. § 1395y(b)(2) and its associated regulations, including but not limited to Medicare's attorney's fees, if any are permitted under the statute. The releasing party also

agree to satisfy all subrogation and lien interests of Medicare/Medicaid (Minnesota Medical Assistance).

The releasing party understands and acknowledges that the released party made no representation or warranties to the releasing party as to any tax consequences of the settlement.

I hereby declare I fully understand the terms of this settlement; the amount stated herein is the sole consideration of this release; and I voluntarily accept said sum for the purpose of making a full and final compromise, adjustment and settlement of all claims against Ramsey County for injuries, losses and damages of any sort resulting or to result from said incident.

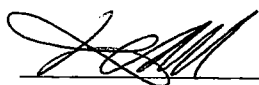
It is further understood and agreed this settlement is the compromise of a vigorously disputed claim and this payment is not to be construed as an admission of liability on the part of the party released herein, by whom liability is expressly denied.

This release encompasses the entire agreement between the releasing party and Ramsey County, and the terms of this release are contractual and not a mere recital.

I further state I have carefully read the foregoing release and know the contents thereof, and sign the same as my own free act, and it is my intention to be legally bound hereby.

The undersigned hereby accepts the drafts as final payment of the consideration set forth above.

IN WITNESS WHEREOF, we hereunto set our hand and seal this 9 day of April 2025.



Teresa Marie Schnell

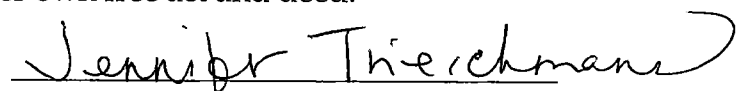
STATE OF MINNESOTA)

:ss

COUNTY OF Hennepin

On this 9 day of April 2025, before me personally appeared Teresa Marie Schnell, to me known to be the person named in and who executed the above release and acknowledged that she executed the same as her own free act and deed.




Notary Public

RELEASE OF ALL CLAIMS II

For and in consideration of the total sum of Zero Dollars with the agreement costs will not be taxed by Xue Yang, Alex Grundhofer, Scott Brommerich, and Antonio Rulli, I, Teresa Marie Schnell, as Trustee for the Next of Kin of Dillon Dean Bakke, (the releasing party), do hereby fully and forever release, acquit and discharge Xue Yang, Alex Grundhofer, Scott Brommerich, and Antonio Rulli from any and all past, present or future actions, at law or in equity, whether arising by statute, common law or otherwise, claims, costs, loss of services, attorneys' fees, expenses and compensation and demands of whatsoever kind or nature, on account of, or in any way growing out of, all known and unknown personal injuries, property damage, losses and damages, claims for anticipated and unanticipated injuries and/or damages, claims or actions for contribution and/or indemnity and claims of whatever nature, including compensatory, consequential, or punitive damages now existing or which may develop, whether or not such consequences are known or anticipated, arising out of the incident which was the subject of a lawsuit entitled *Teresa Marie Schnell, Trustee for the Next of Kin of Dillon Dean Bakke, Decedent, Plaintiff, vs. Ramsey County, Xue Yang, Alex Grundhofer, Scott Brommerich, Antonio Rulli, Defendants*, Case File No. 0:23-cv-02655 (KMM/JFD).

I hereby declare I fully understand the terms of this settlement; the amount stated herein is the sole consideration of this release; and I voluntarily accept said consideration for the purpose of making a full and final compromise, adjustment and settlement of all claims against Xue Yang, Alex Grundhofer, Scott Brommerich, and Antonio Rulli, for injuries, losses and damages of any sort resulting or to result from said incident.

This release is contingent upon and only legally effective upon each of the following necessary conditions: 1) the execution and legal validity of the release executed contemporaneously herewith by undersigned in this litigation regarding Defendant Ramsey County, entitled 'Release of All Claims I'; 2) any and all court approval(s) of the settlement and consideration to be paid under Release of All Claims I (but excluding any necessary court approval regarding only the final distribution of settlement proceeds pursuant to Minn. Stat. § 573.02 and Minn. Gen. R. Prac. 144.05); and 3) payment by Ramsey County of the consideration specified in Release of All Claims I.

This release encompasses the entire agreement between the releasing party and the released individual parties named herein, and the terms of this release are contractual and not a mere recital.

I further state I have carefully read the foregoing release and know the contents thereof, and I sign the same as our own free act, and it is my intention to be legally bound hereby.

IN WITNESS WHEREOF, we hereunto set our hand and seal this 9 day of April 2025.



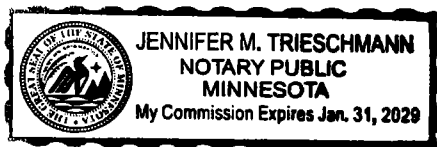
Teresa Marie Schnell

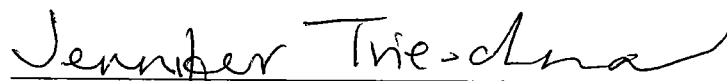
STATE OF MINNESOTA)

:SS

COUNTY OF Hennepin

On this 9 day of April 2025, before me personally appeared Teresa Marie Schnell, to me known to be the person named in and who executed the above release and acknowledged that she executed the same as her own free act and deed.




Notary Public

Board of Commissioners

Request for Board Action

Item Number: 2025-160

Meeting Date: 4/22/2025

Sponsor: County Manager's Office

Title

Presentation: Ramsey County Federal and State Response

Recommendation

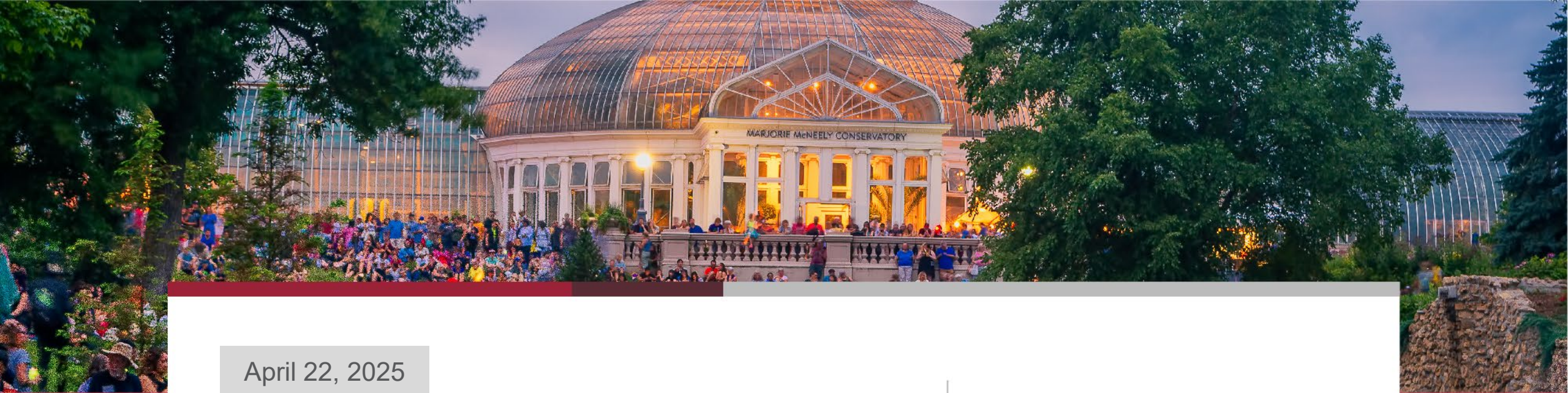
None. For information and discussion only.

Background and Rationale

County Manager Becker, along with key leaders, will provide an overview of Ramsey County's response to federal Executive Orders and their impacts to county services. They will also highlight how the county is monitoring the impacts and preparing the organization for emerging unprecedented changes.

Attachments

1. Presentation



April 22, 2025

Ramsey County Federal and State Response



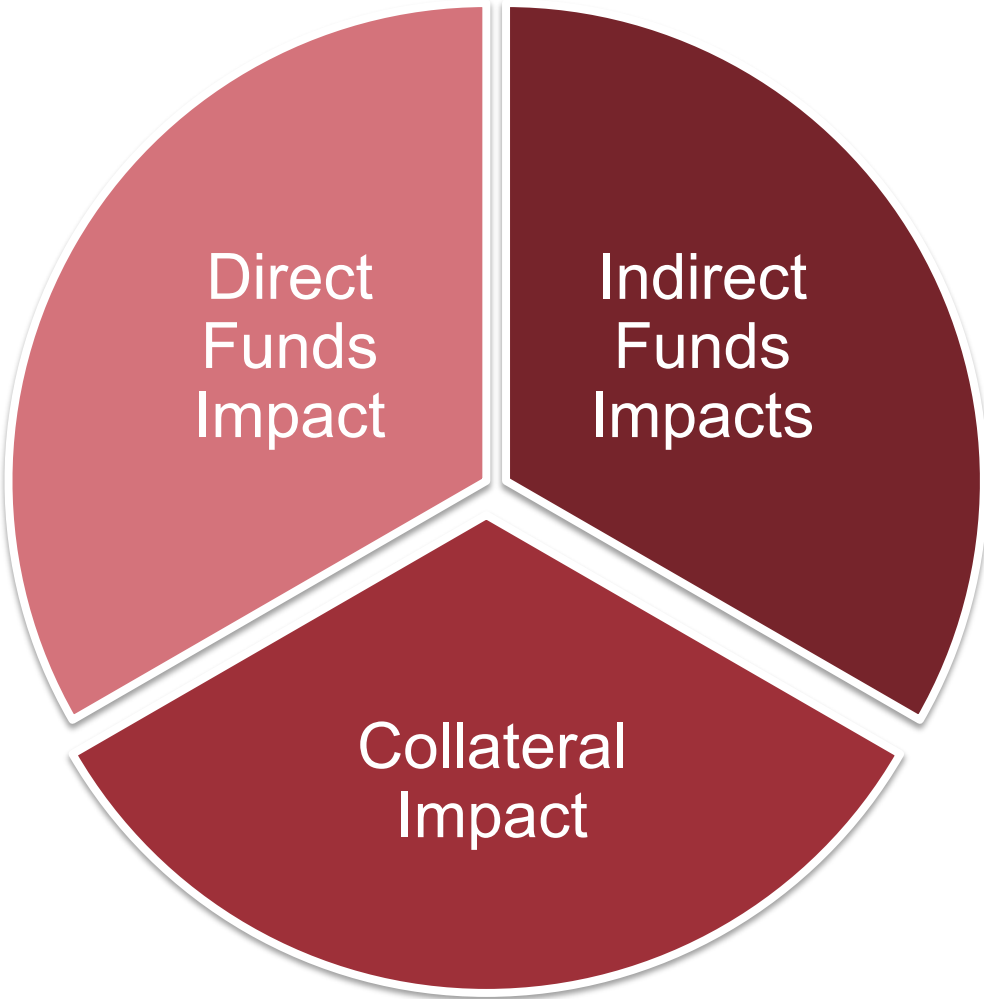
Presenters

- Ling Becker, County Manager
- Maria Sarabia, Chief of Staff
- Alex Kotze, Interim Deputy County Manager of Health & Wellness

Background

- Time of unprecedented change.
- Nearly 30% of the counties budget relies on intergovernmental revenues, including critical federal and state grants.
- The rapid issuance of federal Executive Orders is directly impacting state and local government funding.
- Some of these orders are being challenged in court, while others are causing immediate work stoppages and disruptions to federal funding streams.

Prism of Impacts



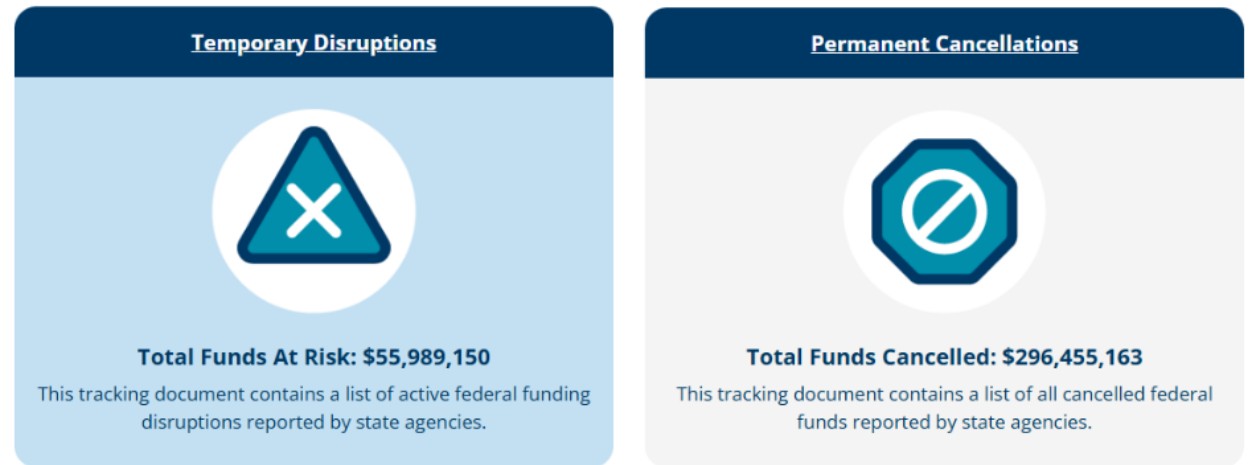
Type	What	Examples
Direct Funds	County investments	Public Health COVID Grant
Indirect Funds	Broader Ramsey County investments	<ul style="list-style-type: none">• Transportation projects funding to state, cities, etc.• Non-profits
Collateral	Effects to Ramsey County	<ul style="list-style-type: none">• Reductions in federal staff impacting our services or services to residents• Data elimination• Demoralizing public service• Trauma and harm to community

Impacts to Minnesota

- Minnesota receives most of its revenue from general taxes, licenses, fees, and federal grants. Approximately 35% of the current state budget is comprised of federal grants totaling around \$42 billion, for the two-year budget.
- The current tracker has \$56.2 million of funds that the state is calling temporary disruptions, as reported by state agencies.
- For the cancelled list, Minnesota Management and Budget (MMB) is tracking \$299.5 million in cancelled federal funds by state agencies.

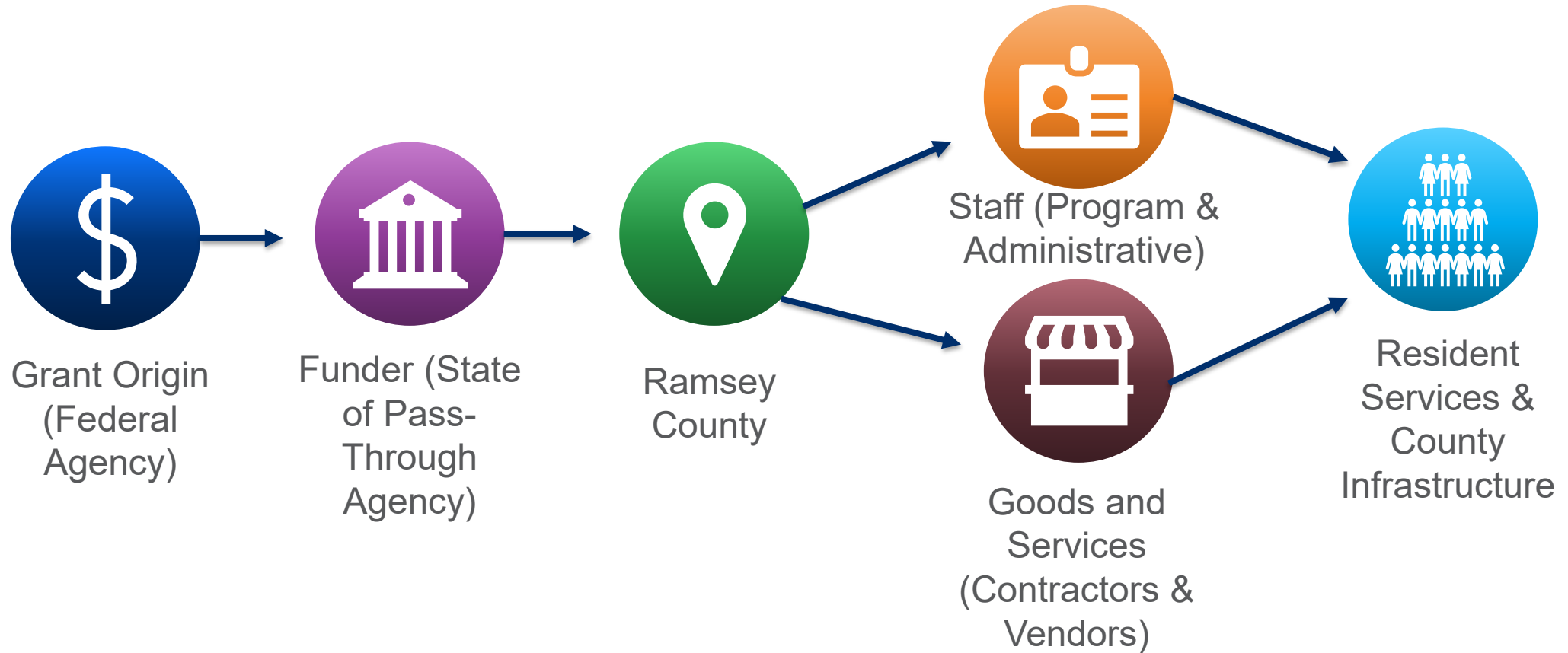
Federal Funding Cuts

This week, Governor Walz announced [a new dashboard Minnesotans can use to track disruptions and cancellations of federal funding](#) and their impact on services available to Minnesotans. Federal disruptions and cuts so far include grants to track measles and avian influenza, provide heating assistance, and mitigate flooding.



Despite court orders prohibiting the federal government from freezing many funding streams, [disruptions to federal funds](#) have continued. Some disruptions are short-lived. Other grants and awards are abruptly canceled altogether, resulting in layoffs and fewer services for Minnesotans.

Federal Grant Lifecycle



Federal Response Action Team



- **Proactive Monitoring** – Strengthening the counties ability to track and anticipate federal developments.
- **Cross-Department Coordination** – Structured approach for key departments to assess federal actions collectively and ensure countywide alignment.
- **Timely Decision-Making** – Establishing clear processes for analyzing impacts, making informed decisions, and implementing necessary changes efficiently.

Ramsey County – Federal Awards

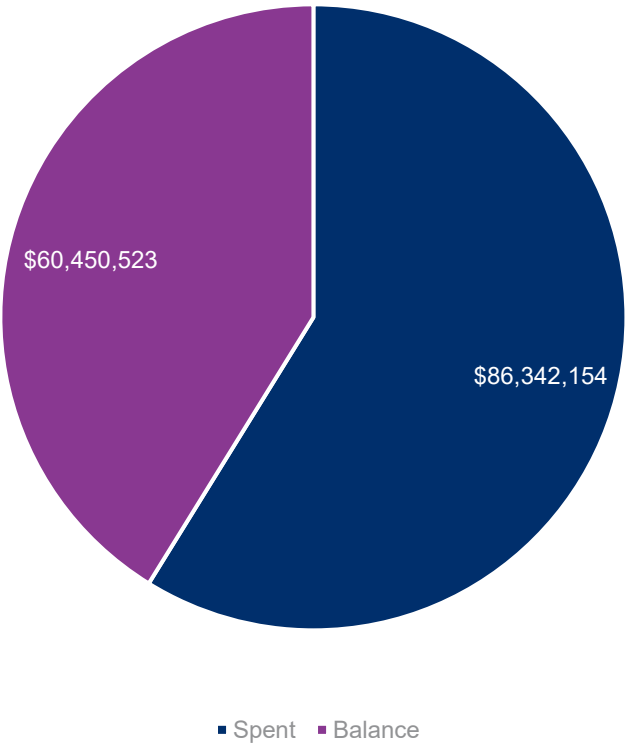
The data in this presentation represents a point in time, current grants to include FY25. Data was pulled from Aspen on 2/10/2025. Some awards are one-year term, some are multi-year grants.

96 Active Grants

\$146,792,677

Current Status of Awards

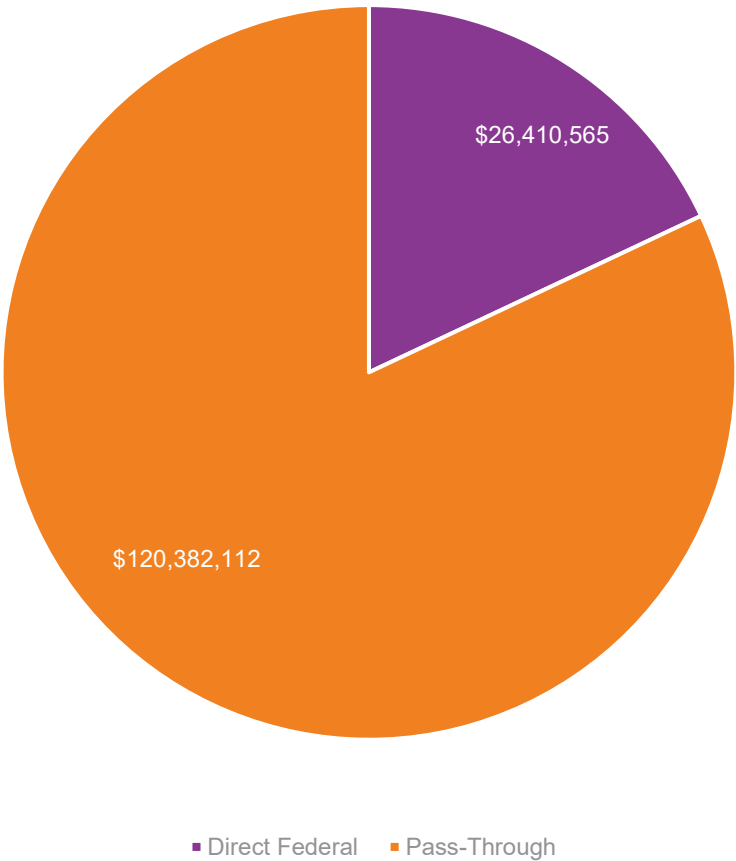
Federal Funds FY25: \$146,792,677



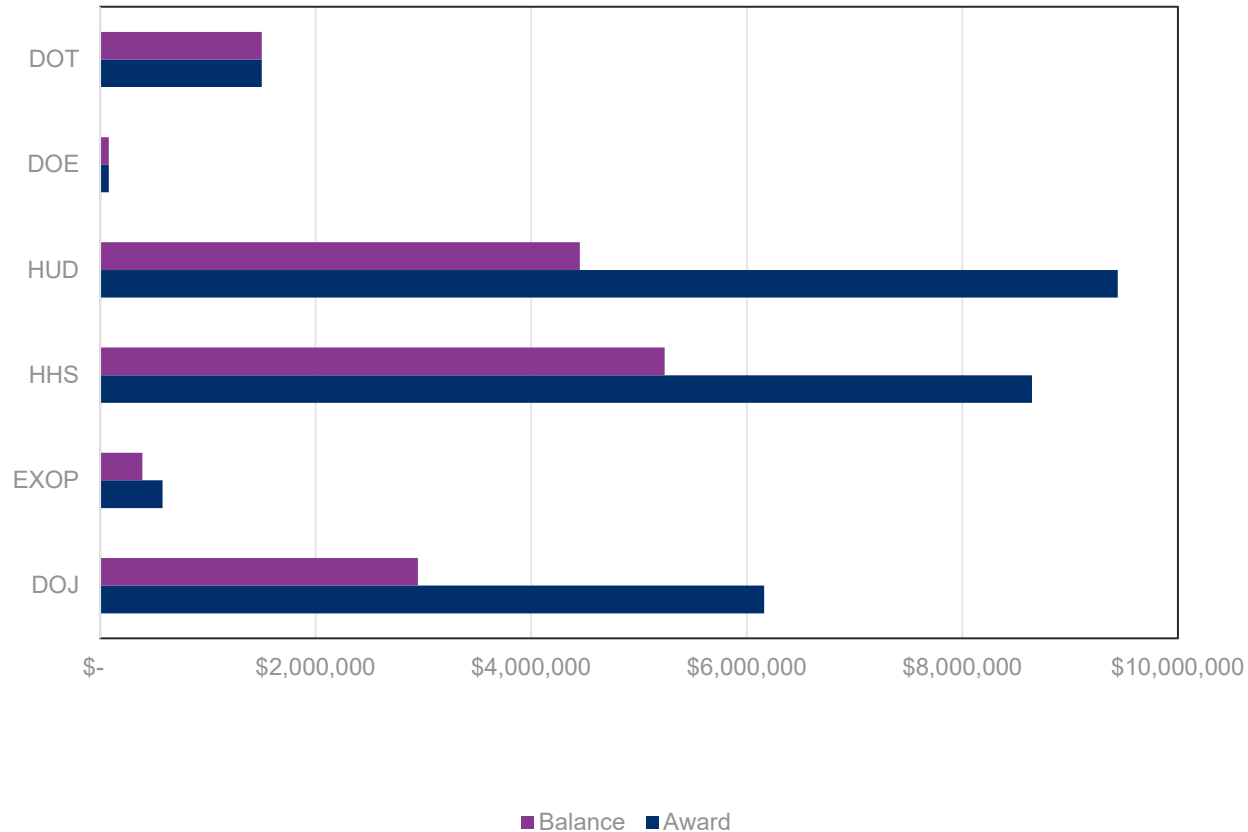
Looking at total award, what the county has spent, and what remains in current awards

Direct and Pass-through Funds

Federal Funds FY25



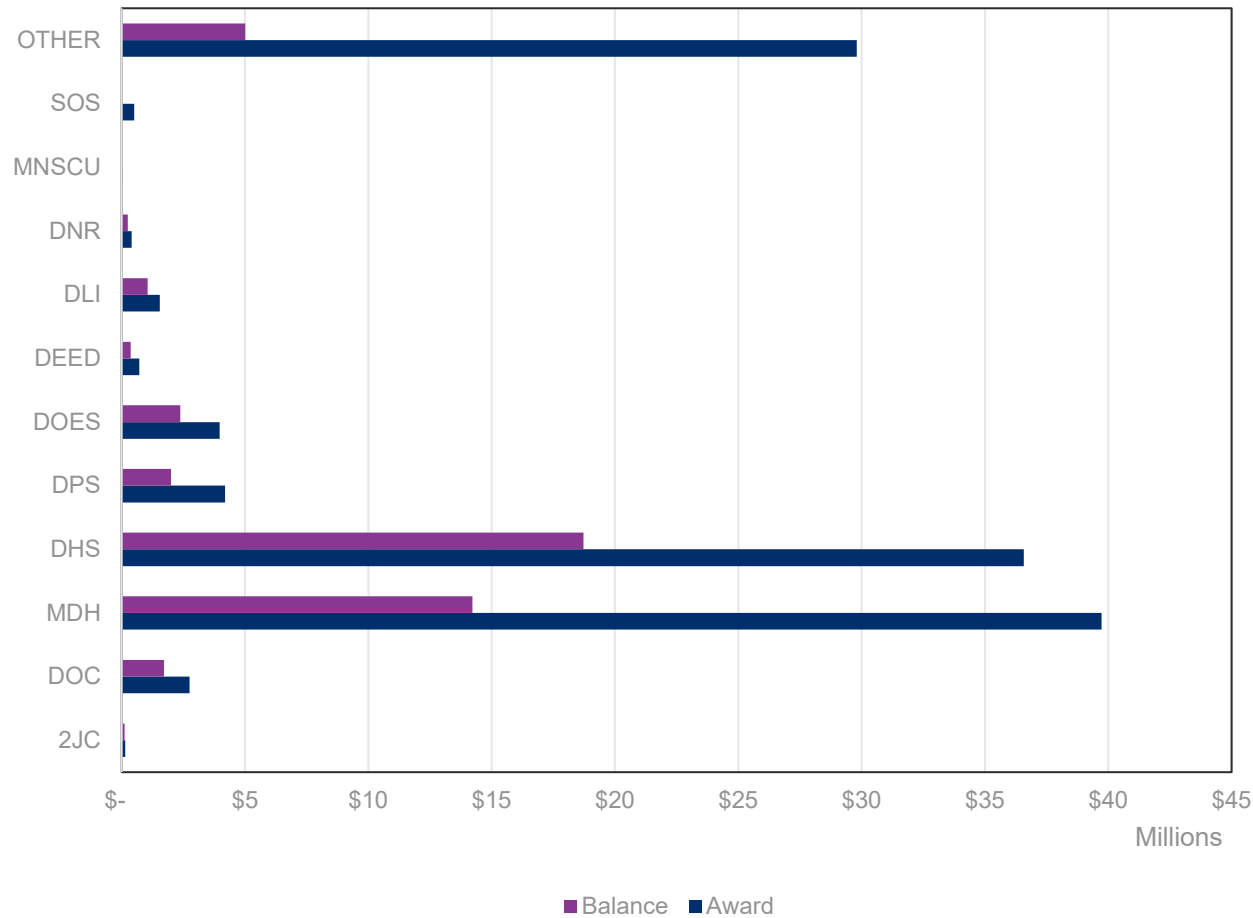
Direct Federal Awards by Agency FY25



Sources of Direct Awards

- DOT – U.S Treasury Department
- DOE – U.S Department of Energy
- HUD – Housing & Urban Development
- HHS – Health & Human Services
- EXOP – Executive Office of the President
- DOJ – U.S. Department of Justice

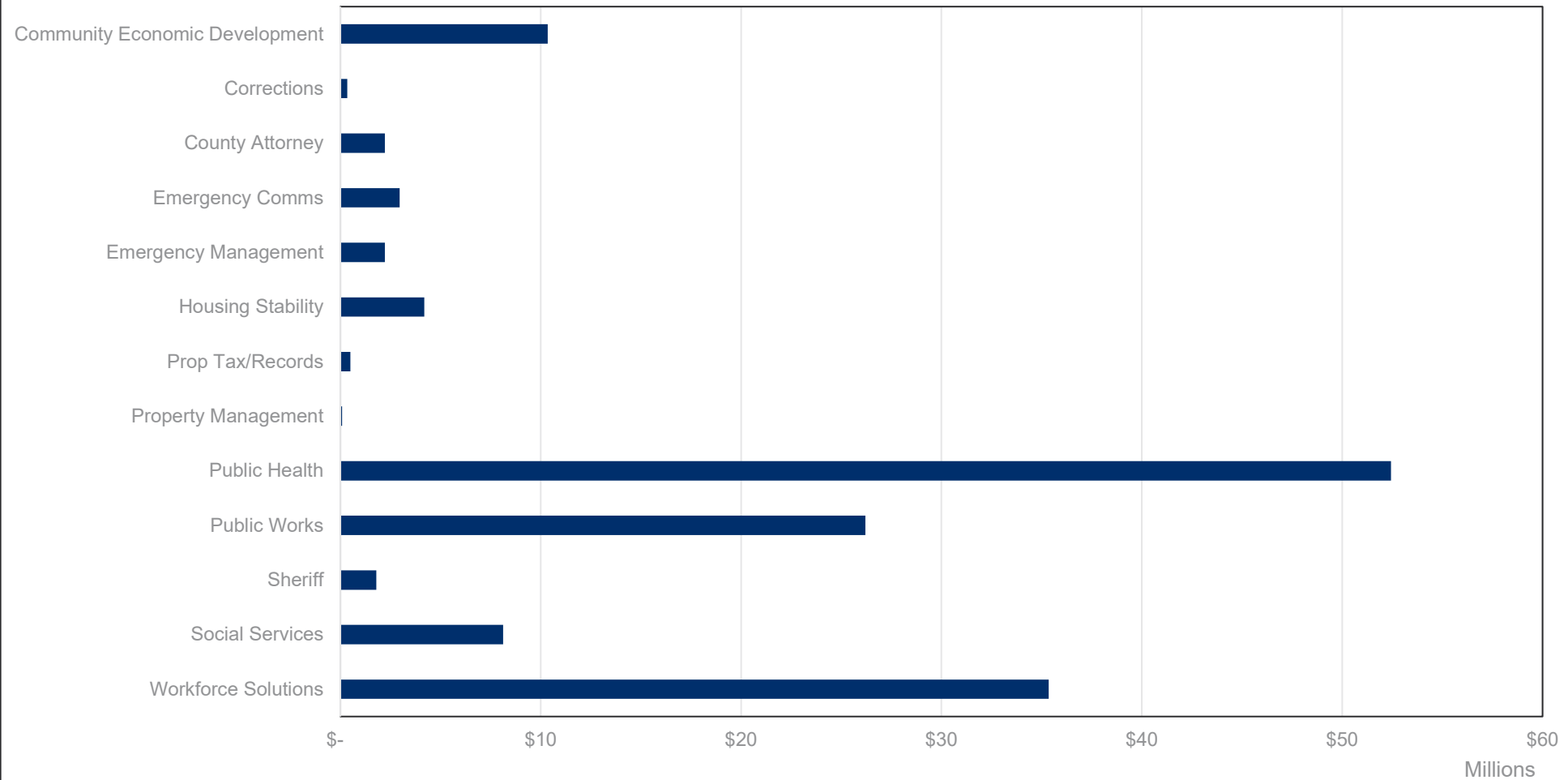
Pass-Through Awards FY25



Pass-Through Agencies

- Other
- SOS – Secretary of State
- MNSCU – MN State Colleges and Universities
- DNR – MN Department of Natural Resources
- DLI – MN Department of Labor & Industry
- DEED – MN Department of Employment & Economic Development
- DOES – MN Department of Economic Security
- DPS – MN Department of Public Safety
- DHS – MN Department of Human Services
- MDH – MN Department of Health
- DOC – MN Department of Corrections
- 2JC – 2nd Judicial Court

Funds by Department



Economic Growth and Community Investment Service Team: \$76,183,524

Department	Award	Funding Sources
Community Economic Development	\$10,355,117	Entitlement grants (HUD) , formula grants, Entitlement (HOME consortium) – Dakota is lead
Housing Stability	\$4,187,692	HUD, DOJ, City of St. Paul
Parks & Rec		mostly MN DNR
Property Management	\$80,780	Dept. of Energy
Public Works	\$26,206,106	Capital Improvement Projects, Other Funding Sources
Workforce Solutions	\$35,353,829	MN DHS, MN Dept of Economic Security, MN Dept of Labor & Industry, MN DEED

Health & Wellness Service Team: \$60,895,902

Department	Award	Funding Sources
Community Corrections	\$348,289	City of St. Paul, 2 nd Judicial Courts
Public Health	\$52,431,181	HUD, HHS, MDH, MN Dept of Corrections, MNSCU
Social Services	\$8,116,432	HHS, MN-DHS

State Budget County Impacts – HHS Focus

- The Governor's budget, and to some extent the House and Senate Budget Bills, have significant cost shifts and county share increases.

Let's talk property tax impacts:



Dakota

- \$11.5m in total shifts—\$10.5m disability waiver
- More than Library Collections, Park Services, Public Disease Control, Snow/Ice control budgets combined
- ▶ **7% levy increase**



Anoka

- \$8m increase in property tax shifts
- \$2.1m MSOP shift, \$5m in disability waiver shift
- **5% increase to levy on these HHS shifts alone**



Beltrami

- \$2.5m increase in HHS shifts
- **9% increase in levy**
- County has highest tax rate in MN

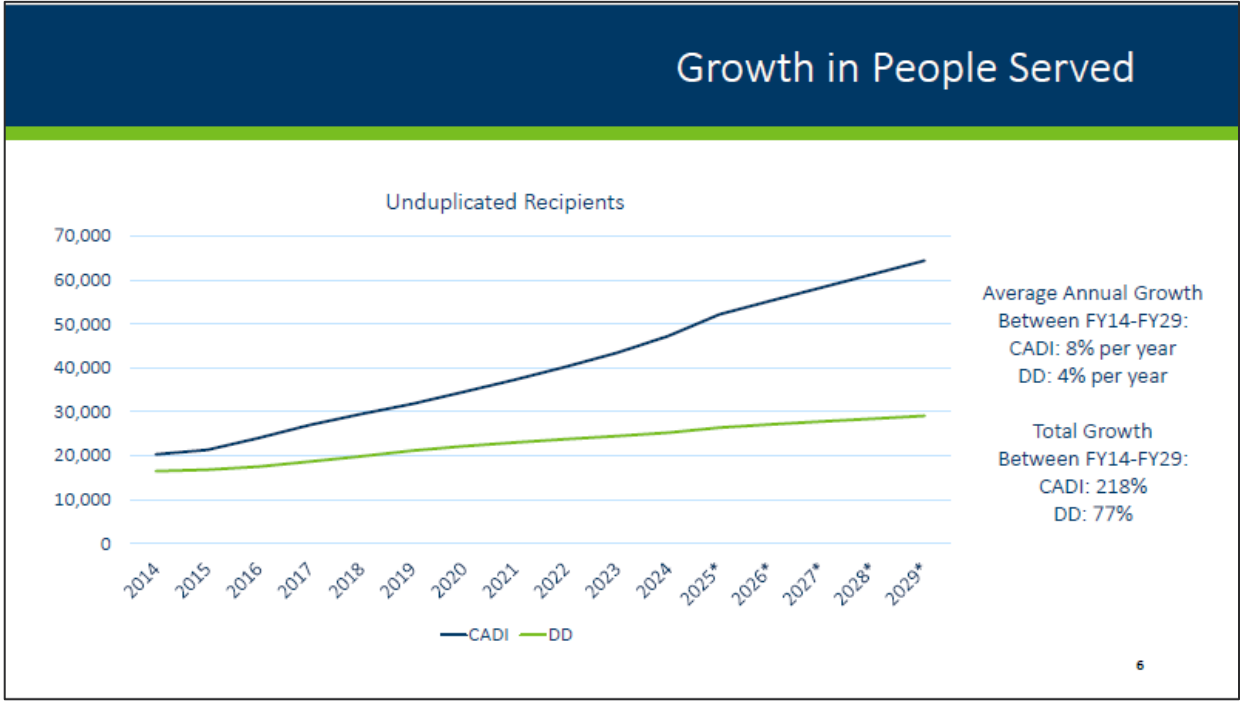
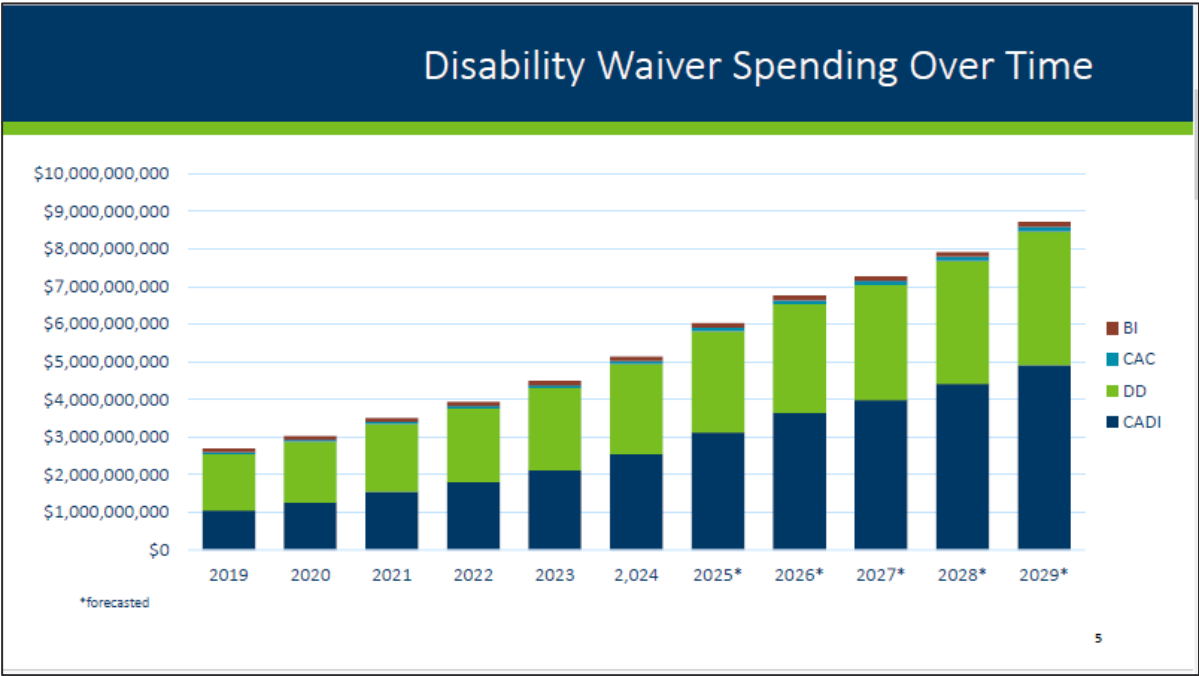


Ramsey

- \$13m impact in disability waivers in '27
- \$1.7m/year MSOP shift
- \$1.1m shift from Behavioral Health Fund
- \$1.4m/year increase in competency restoration
- TOTAL \$17.8m, 4.7% levy increase**



Biggest Impact to Counties - Disability Waiver Services



- Increased costs and people served
- Removed waiver caps in 2015
- Waiver Reimagine is yet to be implemented

State Budget - Working Together for Better Outcomes

- Workgroup with AMC, MACSSA, County staff and County elected officials from across the state, DHS staff.
- Focused on the Disability Waiver Programs.
- Regular meetings to share ideas with a focus on solutions.
 - How do we bend the curve as a state without shifting the burden to property taxes?
 - Focus on the residents we serve.
- Continue the work together beyond session.

Supporting the Organization

- Model calm, steady leadership.
- Acknowledge the reality of working in ambiguity and normalize discomfort.
- Recognize the stress and uncertainty.
- Stay focused on the core values, mission, and shared goals.
- Centering core purpose - the work of the county work matters.



Looking ahead

- Continue to monitor and ensure organizational readiness.
- Simultaneously acknowledge state budget tightening.
- Deepen commitments to county responsible services and build budget resiliency efforts.
- Leverage partnerships while supporting our partners.
- Share the Ramsey County story.
- Leadership connections with Governor's Office, Legislature, National Association of Counties, Association of Counties.

