



Board of Commissioners

Agenda

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

September 23, 2025 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of September 23, 2025 is Presented for Approval** [2025-379](#)

Sponsors: County Manager's Office

Approve the agenda of September 23, 2025.

2. **Minutes from September 16, 2025 are Presented for Approval** [2025-380](#)

Sponsors: County Manager's Office

Approve the September 16, 2025 Minutes.

ADMINISTRATIVE ITEMS

3. **Capital Improvement Program Contingent Fund Request for Metro Square Renovation Project** [2025-365](#)

Sponsors: Finance

Authorize the County Manager to allocate and transfer up to \$2.5 million from the Capital Improvement Program Contingent Account to the Metro Square Renovation Project budget for project activities.

4. **Grant Award from the Minnesota Department of Human Services, Homelessness, Housing and Support Services Division for the Community Living Infrastructure Grant** [2025-351](#)

Sponsors: Housing Stability

1. Ratify the submittal of the grant application to the Minnesota Department of Human Services, Homelessness, Housing and Support Services Division for the Community Living Infrastructure Grant for \$1,006,810.
2. Accept a grant and approve a grant agreement with the Minnesota Department of Human Services, Homelessness, Housing and Support Services Division for the Community Living Infrastructure Grant upon execution of the grant through June 30, 2027, in the amount of \$400,000.
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. Grant Agreement with the Metropolitan Council for Pierce Butler Route Tree Canopy Improvement Project [2025-361](#)

Sponsors: Public Works

1. Ratify the submittal of the grant application to the Metropolitan Council in the amount of \$171,050 for the 2025 Community Tree Planting Grant.
2. Accept a grant award and approve a grant agreement with the Metropolitan Council for 2025 Community Tree Planting Grants for the period of May 1, 2025, through June 30, 2027, in the amount of \$171,050.
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 establish a grant budget of \$171,050 for the Pierce Butler Route Tree Canopy Improvement Project in the Public Works budget.

6. State Aid Variance Request for New Brighton Road Improvements [2025-362](#)

Sponsors: Public Works

1. Request a variance from the Minnesota Department of Transportation State Aid Operations Rules Parts 8820.9926 (Minimum Design Standards: Rural Suburban Undivided; Reconditioning Projects) and 8820.9956 (Minimum Vertical Clearances for Underpasses), to allow a combined lane (paved) and shoulder width of 9 feet 11 inches at the railroad bridge crossing (Bridge Number 90407), station 56+00 to station 58+50, on New Brighton Road in lieu of a combined lane (paved) and shoulder width of 12 feet, and to allow a vertical clearance of 14 feet 3 inches for the bridge, station 56+00 to station 58+50, on New Brighton Road in lieu of the required 16 feet 4 inches, for State Aid Project 062-674-002.
2. Indemnify, save and hold harmless the State of Minnesota and its agents and employees of and from claims, demands, actions, or causes of action arising out of or by reason of the granting of the variance, and further agree to defend at its sole cost and expense any action or proceeding begun for asserting any claim arising as a result of the granting of this variance.

7. Property Tax Abatements [2025-366](#)

Sponsors: County Assessor's Office

Approve the property tax abatements, and any penalty and interest, with a reduction of \$10,000 or more for:

28-29-22-31-0113, 0 Jenks Ave, Saint Paul, MN
32-29-23-11-0015, 2227 University Ave W, Saint Paul, MN
32-30-23-43-0014, 641 Old Hwy 8 SW, New Brighton, MN
14-29-22-33-0014, 1706 White Bear Ave N, Maplewood, MN
34-29-23-32-0029, 0 University Ave W, Saint Paul, MN
34-29-23-32-0034, 0 University Ave W, Saint Paul, MN
20-28-23-14-0006, 1353 Cleveland Ave S, Saint Paul, MN
01-911807, 0 4th St E, Saint Paul, MN
30-29-22-33-0242, 60 Sycamore St W, Saint Paul, MN

30-29-22-33-0251, 0 Sycamore St W, Saint Paul, MN
12-30-23-21-0031, 5516 Turtle Lake Rd, North Oaks, MN

8. Local Option Disaster Tax Abatements[2025-368](#)

Sponsors: County Assessor's Office

Approve the property tax abatements, and any penalty and interest, with a reduction of \$10,000 or more for:

35-29-23-13-0217, 799 University Ave W, Saint Paul, MN
21-28-23-12-0033, 1372 St Paul Ave, Saint Paul, MN

PRESENTATION**9. Guaranteed Energy Savings Project with inBYLT, LLC**[2025-377](#)

Sponsors: Property Management

None. For information and discussion only.

POLICY ITEM**10. Certification of the Maximum Tax Levy for the Proposed 2026 Property Tax Notices**[2025-373](#)

Sponsors: Finance

Approve the proposed maximum tax levy to finance the 2026 budget in the amount of \$434,565,563. The breakdown between the General County and Library levy is as follows:

General County	\$417,062,635
Library	<u>\$17,502,928</u>
Total	\$434,565,563

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

Following County Board Meeting:

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

10:15 a.m. (est.) Housing and Redevelopment Authority Meeting, Council Chambers – Courthouse Room 300

10:30 a.m. (est.) Closed Meeting *Closed to the Public*
Re: Public Safety Discussion

Courthouse Room 220, Large Conference Room

1:30 p.m. Board Workshop: Development of 2026 Ramsey County State and Federal Legislative Platforms

Courthouse Room 220, Large Conference Room

Public access via Zoom:

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

Advance Notice:

Sept. 30, 2025 No county board meeting – Fifth Tuesday

Oct. 07, 2025 County board meeting – Council Chambers

Oct. 14, 2025 County board meeting – Council Chambers

Oct. 21, 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: 2025-379

Meeting Date: 9/23/2025

Sponsor: County Manager's Office

Title

Agenda of September 23, 2025 is Presented for Approval

Recommendation

Approve the agenda of September 23, 2025.



Board of Commissioners

Request for Board Action

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

Item Number: 2025-380

Meeting Date: 9/23/2025

Sponsor: County Manager's Office

Title

Minutes from September 16, 2025 are Presented for Approval

Recommendation

Approve the September 16, 2025 Minutes.

Attachments

1. September 16, 2025 Minutes

Board of Commissioners Minutes

September 16, 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 McMurtrey.

1. Agenda of September 16, 2025 is Presented for Approval [2025-346](#)

Sponsors: County Manager's Office

Approve the agenda of September 16, 2025.

Chair Ortega motioned to amend the agenda and table Administrative Item #14: Guaranteed Energy Saving Project with inBYLT, LLC. Motioned by McMurtrey, seconded by Xiong. Motion passed.

Motion by McMurtrey, seconded by Xiong. Motion passed.

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

2. Minutes from September 02, 2025 are Presented for Approval [2025-347](#)

Sponsors: County Manager's Office

Approve the September 02, 2025 Minutes.

Motion by Miller, seconded by McMurtrey. Motion passed.

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

PROCLAMATION

3. Proclamation: Workforce Development Month [2025-310](#)

Sponsors: Workforce Solutions

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

ADMINISTRATIVE ITEMS

4. Purdue Pharma, L.P. Settlement (United States Bankruptcy Court for the [2025-363](#)

Sponsors: Board of Commissioners

Approve the Subdivision Participation and Release Form relating to Purdue Pharma, L.P. settlement, Bankruptcy Court File No. 19-23649.

Authorize the County Manager to execute the Subdivision Participation and Release Form and all necessary documents to ensure Ramsey County's participation in the settlement with Purdue Pharma.

Authorize the County Manager to establish a project budget for approved uses as listed in Exhibit A in the Memorandum of Agreement.

Motion by McMurtrey, seconded by Miller. Motion passed.

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

Resolution: B2025-165

5. Grant Agreement with the Minnesota Department of Public Safety for Ramsey County Youth Support Services [2025-330](#)

Sponsors: Safety and Justice

Ratify the submittal of the grant application to Minnesota Department of Public Safety Office of Justice Programs in the amount of \$200,000 for State Miscellaneous Funding 2026.

Accept a grant award and approve a grant agreement with the Minnesota Department of Public Safety for The Ramsey County Youth Support Services grant for the period of upon execution through August 30, 2026 in the amount of \$200,000.

Authorize the Chair and Chief Clerk to execute the grant agreement.

Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Motion by McMurtrey, seconded by Miller. Motion passed.

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

Resolution: B2025-166

6. Grant Award from the Minnesota Department of Public Safety for Sexual Assault Services [2025-342](#)

Sponsors: Public Health

Approve the grant agreement with the Minnesota Department of Public Safety, Office of Justice Programs, Crime Victim Services for sexual assault services for the period upon execution through September 30, 2026 in the amount of \$347,314.

Authorize the Chair and Chief Clerk to execute the grant agreement.

Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's policies and procedures.

Motion by McMurtrey, seconded by Miller. Motion passed.

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

Resolution: B2025-167

8. Grant Award from the United States Department of Housing and Urban Development for the Continuum of Care Planning Grant [2025-374](#)

Sponsors: Housing Stability

Ratify the submittal of the grant application to the United States Department of Housing

and Urban Development for the Continuum of Care Grant.

Accept a grant award and approve a grant agreement with the United States Department of Housing and Urban Development for Heading Home Ramsey Continuum of Care lead agency planning for the period of November 1, 2026, to October 31, 2027, in the amount of \$438,075.

Authorize the Chair and Chief Clerk to execute the grant agreement, with revisions as approved by the Ramsey County Attorney's Office.

Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Motion by McMurtrey, seconded by Miller. Motion passed.

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

Resolution: B2025-168

9. Grant Agreement with the United States Department of Housing and Urban Development for the Heading Home Ramsey Continuum of Care Planning Grant [2025-375](#)

Sponsors: Housing Stability

Accept a grant award and approve a grant agreement with the United States Department of Housing and Urban Development for Heading Home Ramsey Continuum of Care lead agency planning, upon execution of the grant, through August 31, 2026, in the amount of \$171,420.

Authorize the Chair and Chief Clerk to execute the grant agreement, with revisions as approved by the Ramsey County Attorney's Office.

Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Motion by McMurtrey, seconded by Miller. Motion passed.

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

Resolution: B2025-169

10. Agreement with Jorgenson Construction, Inc. for Judicial Chambers Room 12D Remodel Project [2025-329](#)

Sponsors: Property Management

Approve the selection of and agreement with Jorgenson Construction, Inc., 9255 East River Road Northwest, Minneapolis, MN 55433, for the Ramsey County Courthouse/City of Saint Paul City Hall Judicial Chambers Room 12D Remodel project, for the period of September 16, 2025 through September 15, 2026, in the not-to-exceed amount of \$247,100.

Authorize the Chair and Chief Clerk to execute the agreement.

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 McMurtrey, seconded by Miller. Motion passed.

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

Resolution: B2025-170

11. First Amendment to Memorandum of Understanding with the State of Minnesota Second Judicial District for Project Work Orders [2025-344](#)

Sponsors: Property Management

Approve the first amendment to the memorandum of understanding with the State of Minnesota, through its Second Judicial District, 15 West Kellogg Boulevard, Saint Paul, MN 55102, for county provided facility improvement, modifications and renovation services.

Authorize the Chair and Chief Clerk to execute the amendment.

Authorize the County Manager to enter into construction agreements and execute change orders and amendments to agreements related to executing the projects established by the project works orders in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding established in the memorandum of understanding as amended.

Motion by McMurtrey, seconded by Miller. Motion passed.

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

Resolution: B2025-171

12. Lease Agreement with New Brighton Area Historical Society for Premises at Long Lake Regional Park [2025-343](#)

Sponsors: Parks & Recreation

Approve the lease agreement with New Brighton Area Historical Society, PO BOX 120624, New Brighton, MN 55112, in Long Lake Regional Park, 700 Park Drive, New Brighton MN, 55112, for the period of October 1, 2025, through September 30, 2035, with the option to extend the lease for three additional 10-year terms, in the amount of \$1 per annum.

Authorize the Chair and Chief Clerk to execute the lease agreement.

Authorize the County Manager to execute amendments that do not have a financial impact.

Motion by McMurtrey, seconded by Miller. Motion passed.

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

Resolution: B2025-172

13. Hold a Closed Meeting: Strategy for Labor Negotiations [2025-378](#)

Sponsors: Human Resources

Hold a closed meeting of the Ramsey County Board of Commissioners on Tuesday, September 16, 2025 under Minnesota Statutes Section 13D.03 to consider strategy for labor negotiations - pursuant to Minnesota Statutes Section 13D.021, the meeting will take place in-person at 10:30 a.m.

Motion by McMurtrey, seconded by Miller. Motion passed.

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

Resolution: B2025-173

7. Grant Award from the Minnesota Department of Human Services, Homelessness, Housing and Support Services Division for the Emergency Services Program Grant [2025-345](#)

Sponsors: Housing Stability

Ratify the submittal of the grant application to the Minnesota Department of Human Services, Homelessness, Housing and Support Services Division for the Emergency Services Program Grant in the amount of \$3,585,290.

Accept a grant and approve a grant agreement with the Minnesota Department of Human Services for the Family Homeless Prevention and Assistance Program for the period of September 16, 2025, through June 30, 2027, in the amount of \$1,400,000.

Authorize the Chair and Chief Clerk to execute the grant agreement.

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.

Presented by Naly Yang, Interim Director, Housing and Stability Department. Discussion can be found on archived video.

Motion by McMurtrey, seconded by Miller. Motion passed.

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

Resolution: B2025-174

POLICY ITEM

14. Guaranteed Energy Savings Project with inBYLT, LLC

2025-377

Sponsors: Property Management

None. For information and discussion only.

This item was tabled.

Motion by McMurtrey, seconded by Xiong. Motion passed.

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

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 Ortega. Discussion can be found on archived video.

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:19 a.m.

CLOSED MEETING

Pursuant to Minnesota Statutes Section 13D.03 (Labor Negotiations) in order to discuss negotiations with impacted labor unions to bargain the effects of eliminating positions in the proposed 2026-27 budget, the Ramsey County Board met in a closed meeting, which is not open to the public.

In Re Labor Negotiation Strategy.

The Closed Meeting was called to order at 10:39 a.m.

The following members present: Commissioners Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Xiong and Chair Ortega.

Also present: Ling Becker, County Manager; Johanna Berg, Deputy County Manager, Organizational Alignment; Jada Lewis, Civil Division Director, Ramsey County Attorney Office; Patience Ferguson, Chief Human Resources Officer, Human Resources; Kristen Schultz, Benefits Manager, Human Resources; Wesley DeBerry, Labor Relations Specialist, Human Resources; Alex Kotze, Chief Finance Officer, Finance; Elizabeth Brady, Senior Assistant County Attorney, County Attorney's Office; Larry Timmerman, Manager, Policy and Planning; Deanna Pesik, Chief Compliance and Ethics

Officer, Compliance and Ethics Office; Jason Yang, Chief Clerk - County Board, County Manager's Office.

The closed meeting was adjourned at 11:57 a.m.

Board of Commissioners

Request for Board Action

Item Number: 2025-365

Meeting Date: 9/23/2025

Sponsor: Finance

Title

Capital Improvement Program Contingent Fund Request for Metro Square Renovation Project

Recommendation

Authorize the County Manager to allocate and transfer up to \$2.5 million from the Capital Improvement Program Contingent Account to the Metro Square Renovation Project budget for project activities.

Background and Rationale

In early-2023 the budget for the Metro Square renovation project was developed for the work to accommodate all staff moving into Metro Square from 160 E. Kellogg Blvd. The project and funding were planned spanning multiple years and sources. Subsequently the project scope was expanded to include a Downtown Service Center.

In 2025, funding for all but \$5 million of the anticipated \$35 million total needed has been identified. The \$5 million was identified as not needed until 2025 and therefore the funding had not been determined. These funds are now needed to finish the project, specifically work on the 5th floor of Metro Square.

Working with the County Manager and Property Management, the recommendation is to fund \$2.5 million from Bond Interest and/or Premium (Resolution B2025-140) and the remaining \$2.5 million from the Capital Improvement Program (CIP) contingent account per this request.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

The Metro Square Renovation Project will provide improved workplace environments for employees relocating from the East Kellogg Building consistent with those already based at Metro Square and provide a new Service Center consistent with our Residents First strategic priority.

The racial equity impact of the construction project is not fully known. The project does 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

On September 4, 2025, Property Management presented a request to the Capital Improvement Program Citizens' 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. After the presentation, CIPAC discussed the request and recommended approval of the Capital Improvement Program Contingent Account transfer to the Project.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Sufficient funds are available in the CIP contingent account to accommodate this request of \$2.5 million. Funds will be transferred to the Metro Square Renovation project, P032316.

Last Previous Action

On July 8, 2025, the Ramsey County Board approved the use of \$2.5 million of Bond Interest and/or Premium to the Metro Square Renovation Project (Resolution B2025-140).

On July 21, 2024, the County Manager approved a \$3 Million Transfer of Residents 1st funds into the Metro Square Office Renovation Project for the Downtown Service Center.

On March 21, 2023, the Ramsey County Board Allocated \$24 million for capital building improvements and other related costs at Metro Square (Resolution B2023-045).

On March 14, 2023, the Ramsey County Board Authorized the County Manager to amend the Capital Improvement Program Budgeting process as needed to continuously reflect the vision, mission, goals and values of Ramsey County (Resolution B2023-043).

On February 21, 2023, the Ramsey County Board Established the Metro Square Office Renovation Project and authorized a reallocation of \$2.2 million of Capital Improvement Funding to the project (Resolution B2023-035).

Attachments

None.

Board of Commissioners

Request for Board Action

Item Number: 2025-351

Meeting Date: 9/23/2025

Sponsor: Housing Stability

Title

Grant Award from the Minnesota Department of Human Services, Homelessness, Housing and Support Services Division for the Community Living Infrastructure Grant

Recommendation

1. Ratify the submittal of the grant application to the Minnesota Department of Human Services, Homelessness, Housing and Support Services Division for the Community Living Infrastructure Grant for \$1,006,810.
2. Accept a grant and approve a grant agreement with the Minnesota Department of Human Services, Homelessness, Housing and Support Services Division for the Community Living Infrastructure Grant upon execution of the grant through June 30, 2027, in the amount of \$400,000.
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.

Background and Rationale

In 2018, Ramsey County was awarded funding under the Housing Support grant, Community Living Infrastructure (CLI) to: increase housing support programming capacity, provide technical assistance to new and culturally specific providers, build infrastructure to develop a monitoring program, and improve the county's response time to individuals who are struggling to navigate pathways to housing. By 2019, the Housing Stability department had hired two staff for the CLI Program: a Housing Resource Specialist and a Planning Specialist. Staff developed new Housing Support projects and settings, including culturally specific/minority owned providers.

In 2020, the CLI grant played a crucial role in the county's response to COVID-19 among the homeless. Staff facilitated the development of wrap-around services and housing support for individuals in the emergency hotel shelter programs. For the 2021-2023 grant period, the Department of Human Services (DHS) awarded the county with its current CLI positions, plus an additional Housing Resource Specialist position to meet the goals of increasing housing opportunities, improving provider support, and being more responsive to program participants and community needs.

An amendment was provided to the Housing Stability Department (HSD), adding \$534,091 and extending the time of the grant award through June 30, 2025. Funding provided continued to support the administration of the Housing Support program. For this current biennium, HSD applied for funding to include the addition of two staff members to the department. HSD received a total of \$400,000 for the Housing Support program, which will fund its two current Planning Specialists dedicated to providing direct service coordination, technical assistance, and training to Housing Support providers across the County.

County Goals (Check those advanced by Action)

☒ Well-being

☐ Prosperity

☒ Opportunity

☒ Accountability

Racial Equity Impact

Through this funding, CLI Program staff support housing support participants and providers while expanding access to programs that reflect the diverse needs of individuals exiting shelter. The funding is also used to address systemic inequities that contribute to barriers in housing stability. Housing Resource Specialists track and identify episodes of homelessness at entry and exit of Housing Support settings. The program applies an equity lens by intentionally addressing systemic barriers that historically marginalized populations face when accessing public assistance and housing support services. By embedding services in trusted community spaces, it ensures individuals with lived experience of homelessness are connected with benefits in a low-barrier, supportive environment.

The CLI Program also strengthens processes for participants to contact the county regarding access, vendor concerns, or the need for additional wrap-around resources. This information is used to help us track issues and highlight disparities affecting historically underserved communities. The tracking of this information is critical in helping us find solutions to address disparities that affect Ramsey County residents seeking housing supports.

Community Participation Level and Impact

Individuals with lived experience of homelessness and housing instability are essential partners in shaping effective service delivery. Their feedback, along with input from onsite staff, consistently underscores the value of meeting people where they are-particularly for those who encounter barriers to accessing traditional service centers.

Planning Specialists also gather and respond to concerns from participants, community members, and county staff. These interactions provide direct, real-time insights that have informed policy refinements and strengthened program fidelity. This continuous feedback loop ensures that community voices and lived expertise directly influence service improvements, resulting in more responsive and equitable housing support.

☒ Inform ☒ Consult ☒ Involve ☒ Collaborate ☒ Empower

Fiscal Impact

Funding for this grant is included in the 2025 budget and in the proposed 2026-2027 budget.

Last Previous Action

On July 11, 2023, the Ramsey County Board of Commissioners approved an amendment to the grant agreement with the Minnesota Department of Human Services for Housing Support Infrastructure (Resolution B2023-102).

Attachments

1. Minnesota Department of Human Services Community Living Infrastructure Grant Contract

Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Homelessness, Housing and Support Services Division ("STATE") and Ramsey County, an independent grantee, not an employee of the State of Minnesota, located at 121 7th Place East, Suite 4200, St. Paul, MN 55101-2148 ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6), has authority to enter into contracts for the following services: provide support for people with disabilities and housing instability who want to live in the community. The legislation identifies the funding is for grants that may be used for: (1) outreach to locate and engage people who are homeless or residing in segregated settings to screen for basic needs and assist with referral to community living resources; (2) building capacity to provide technical assistance and consultation on housing and related support service resources for persons with both disabilities and low income; or (3) streamlining the administration and monitoring activities related to housing support funds.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **07/01/2025**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date.

This CONTRACT is valid through **06/30/2027**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration or termination of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

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

Services provided by COUNTY shall include one or more of the following services, as outlined under Minnesota Statutes, 256I.09:

- a. outreach to locate and engage people who are homeless or residing in segregated settings to screen for basic needs and assist with referral to community living resources;
- b. building capacity to provide technical assistance and consultation on housing and related support service resources for persons with both disabilities and low income; or
- c. streamlining the administration and monitoring activities related to housing support funds.

2.2. Grant Progress Reports.

Unless otherwise notified by the STATE, COUNTY shall submit semi-annual reports to STATE due February 15th of each year, covering the prior six months (July 1-December 31). Annual reports are due August 15th of each year, covering the prior twelve months (July 1-June 30).

- a. If COUNTY is providing unsheltered street outreach services, COUNTY must participate in Minnesota's Homeless Management Information System (HMIS), including entering program-related data (unless a waiver is granted by the STATE).
- b. If COUNTY is providing navigation, capacity building, housing support implementation, or related services, COUNTY must maintain program-specific reports (data) as requested by STATE in the format prescribed by STATE.

2.3 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](https://mn.gov/mnit/about-mnit/accessibility/),¹ as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology

¹ <https://mn.gov/mnit/about-mnit/accessibility/>

deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. Compensation.

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

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan, page 69, Chapter 15](#).² COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. Total obligation. The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **four hundred thousand dollars (\$400,000.00)**.

d. Withholding. For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

a. Invoices. Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: **monthly submission Expenditure Reports**

² <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

to Enterprise Grant Management System (EGMS). If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.

b. Federal funds. Not applicable.

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules, and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state, or local law, ordinance, rule, or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1(a), COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq. COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

4.4. Unexpended Funds.

COUNTY must promptly return to the STATE any unexpended funds that have not been accounted for annually in a financial report to the STATE due at grant closeout.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a.** Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b.** Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c.** Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line-item budget, clause 3.1(a);

- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY's Duties; and/or
- e. Any amount identified as a financial audit exception.

6. TERMINATION.

6.1. Termination by the State.

- a. **Without cause.** STATE may terminate this CONTRACT without cause, upon 30 days' written notice to COUNTY. Upon termination, COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- b. **Termination for Cause.** STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of the CONTRACT, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. STATE may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

6.2. Termination by the Commissioner of Administration.

In accord with Minn. Stat. § 16B.991, subd. 2, the Commissioner of Administration may unilaterally terminate this CONTRACT if further performance under the CONTRACT would not serve agency purposes or is not in the best interest of the STATE.

6.3. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.4. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may terminate the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

6.5. Conviction relating to a grant. In accordance with Minn. Stat. § 16B.991, subd. 1, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a grant agreement.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Andrea Simonett** or successor. Phone and email: **651-431-6327; andrea.simonett@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Keith Lattimore** or successor. Phone and email: **651-266-1040; keith.lattimore@co.ramsey.mn.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Keith Lattimore** or successor. Phone and email: **651-266-1040; keith.lattimore@co.ramsey.mn.us**.

8. INSURANCE REQUIREMENTS.

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

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing

under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes “Documents.” Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or termination of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE’s ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the

Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

12.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY's website when practicable.

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$10,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six

years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$1,000,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions, as shown on the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#).³ COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns

³ <https://mn.gov/admin/osp/government/suspended-debarred/>

that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

15. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Amendments. Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#).⁴ A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

18.4. Conflicts of interest. COUNTY must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

19. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY. COUNTY must monitor subcontractors, including for-profit subcontractors through a post-award review.

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity or expression, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any

⁴ <https://mn.gov/admin/osp/government/suspended-debarred/>

person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

20.3 Grants management policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

20.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

21. OTHER PROVISIONS

21.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

21.2. Other Compliance. The COUNTY must comply with the following:

- a. Americans with Disabilities Act of 1990 (42 U.S.C. § 1201) and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended;
- b. The minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act;
- c. All written material developed by COUNTY and distributed to STATE clients under this CONTRACT must be written in a manner that will allow STATE to comply with the provisions of Minnesota Statutes with regard to plain language in written materials, including Minnesota Statutes, section 256.016 and Executive Order 14-07;
- d. The provisions of Chapter 15, Title 5 of the United States Code with regard to political activity;
- e. The Drug-Free Workplace Act of 1988 and will provide a drug-free workplace. This includes taking specific actions as described in 7 C.F.R. §§ 3021.200 through 3021.230;
- f. Establish safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of, being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties;
- g. The registration and reporting requirements of Minnesota's Charities Laws, primarily Minnesota Statutes, Chapter 309, the Minnesota Charitable Solicitation Act (where applicable);
- h. The fair housing regulations, and must administer its programs and activities relating to housing in a manner to affirmatively further fair housing;
- i. Establish a process for and comply with a client's rights of appeal;
- j. Assure that termination of assistance to any individual or family for violation of program requirements:
 - i. Is in accordance with a formal written process,

- ii. recognizes the rights of persons affected, and
 - iii. Is in compliance with clause 21.2.h. above;
- k. Minnesota Statutes Section [256K.49](#);
- l. The HUD regulations 24 C.F.R., part 100, Subpart A to administer its programs and activities relating to housing in a manner to affirmatively further fair housing; and
- m. The Sarbanes-Oxley Act which provides protection for whistle-blowers and addresses destruction of litigation-related document.

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Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED

1. STATE ENCUMBRANCE VERIFICATION

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

By: _____

Date: _____

Contract No: _____

2. COUNTY

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

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

Grantee

State Authorized Representative

Board of Commissioners

Request for Board Action

Item Number: 2025-361

Meeting Date: 9/23/2025

Sponsor: Public Works

Title

Grant Agreement with the Metropolitan Council for Pierce Butler Route Tree Canopy Improvement Project

Recommendation

1. Ratify the submittal of the grant application to the Metropolitan Council in the amount of \$171,050 for the 2025 Community Tree Planting Grant.
2. Accept a grant award and approve a grant agreement with the Metropolitan Council for 2025 Community Tree Planting Grants for the period of May 1, 2025, through June 30, 2027, in the amount of \$171,050.
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 establish a grant budget of \$171,050 for the Pierce Butler Route Tree Canopy Improvement Project in the Public Works budget.

Background and Rationale

In April of 2024, the county board adopted the Climate Equity Action Plan. The plan was developed to mitigate and adapt to climate change, with a priority on work within climate-vulnerable populations. One of the focus areas, climate-smart natural land, includes the goal of managing, protecting, and expanding urban tree canopy. County staff have worked to identify opportunities to fund tree canopy expansion projects in prioritized neighborhoods in the county that are vulnerable to climate change.

In March of 2025, the Metropolitan Council issued a request for grant applications to fund projects that support healthy tree canopy in the region. Key criteria for the Metropolitan Council included the following priorities: removing and replacing ash trees that pose safety concerns and funding projects located in census block groups with a supplemental demographic index score in the 70th percentile or higher. County staff prepared an application to propose a project for tree canopy expansion on Pierce Butler Route. Pierce Butler Route is a transportation corridor that has been identified as an area that experiences extreme heat, and the Frogtown community is vulnerable to climate change impacts. This was a competitive grant application process, with \$2,500,000 of funding made available, with \$5,537,897 in funding requests. The project proposed by county staff was selected for funding by Metropolitan Council staff.

The outcomes of this project are a healthy and resilient tree canopy that will reduce the heat island effects in the Frogtown neighborhood and increase resilience to future tree pests and diseases through the planting of a diverse mix of tree species. Additionally, this project will address public safety concerns posed by dead and declining trees. Action by the board will support this critical work in addressing heat islands on county property and public safety.

County Goals (Check those advanced by Action)

☒ Well-being ☒ Prosperity ☒ Opportunity ☒ Accountability

Racial Equity Impact

Racial equity was a key consideration in the development of the project. Frogtown is the center of Saint Paul's immigrant communities, with populations of Hmong, Burmese, Vietnamese, Somali, and Ethiopian immigrants. Over 42% of Frogtown's population speaks English as a second language. There is a dramatic difference between the surrounding community's median income and that of Frogtown residents. In stark comparison to the \$88,729 area median income for surrounding communities in 2022, median income in Frogtown was below \$51,692. The Frogtown community has the least amount of space allocated for community parks out of all St. Paul neighborhoods. A recently conducted study on the Urban Heat Island Effect noted that the community is centered within an identified high-heat area that experiences severe urban heat island effects. Frogtown residents are considered highly vulnerable to the health impacts of extreme heat from both socioeconomic and environmental perspectives.

Community Participation Level and Impact

The county is partnering with Frogtown Green, a resident-led organization that provided a concept plan for increasing canopy and pollinator habitat along Pierce Butler. This project is supporting the tree planting identified in the concept plan. Additionally, the county is partnering with the city of Saint Paul's Parks and Recreation Forestry Department to support their Climate Action and Resiliency Plan and reforestation efforts. The county will seek feedback from city and community partners as the project tasks are implemented. The county plans to utilize an ongoing communication strategy that will both inform and educate the community about the overall project work as well as the anticipated impact this project will have on the community. To address the rich cultural diversity of the region, communications will be made available in multiple languages. Website and social media sites for the county, the City of St. Paul, and Frogtown Green will be coordinated to ensure that the project is well-advertised to impacted and regional interests, including businesses.

☒ Inform ☒ Consult ☒ Involve ☒ Collaborate ☒ Empower

Fiscal Impact

The associated costs for this program are funded by the grant from the Metropolitan Council, which will be included in the Public Works 2025 budget and in the proposed 2026-2027 budget. No match is required for this grant.

Last Previous Action

None.

Attachments

1. Grant Agreement

COMMUNITY TREE PLANTING GRANT PROGRAM

GRANTEE: RAMSEY COUNTY		GRANT NO. SG-25CT-15
GRANT PROJECT: Pierce Butler Route Tree Canopy Improvement Project See Grant Project Summary attached hereto as Attachment A and Attachment B		
TOTAL GRANT AMOUNT: \$ 171,050	STATE FISCAL YEAR: 2025	
STATE FISCAL YEAR 2025: \$ 171,050		
APPROPRIATION: Minnesota Laws 2024, Regular Session, Chapter 116, Article 1, Section 5		
EFFECTIVE DATE: June 25, 2025		
GRANT PROJECT ACTIVITY PERIOD: May 1, 2025 to June 30, 2027		
COUNCIL AUTHORIZED REPRESENTATIVE: Erin Brueggemann, Grants Administrator (erin.brueggemann@metc.state.mn.us)		
COUNCIL ACTION: June 25, 2025	BUSINESS ITEM: 2025-150	
EXPIRATION DATE: June 30, 2027		

GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is made and entered into on the Effective Date by and between the Metropolitan Council (“Council”) and the city, township, county, or 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 community tree planting grants.
2. Minn. Stat. § 473.355 authorizes the Council to make grants to eligible cities, counties, townships, and implementing agencies wholly or partly within the metropolitan area for the purpose of removing and planting shade trees on public land to provide environmental benefits; replacing trees lost to forest pests, disease, or storms; and establishing a more diverse community forest better able to withstand disease and forest pests..
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, Attachment B and Attachment C**.

COMMUNITY TREE PLANTING GRANT PROGRAM

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.
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.

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.

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.

Eligible Costs. “Eligible Costs” means and is limited to the Use of Funds described in Attachment A.

Grant Project Activity Period. “Grant Project Activity Period” is identified on Page 1 of this Agreement.

Grant Project Summary. “Grant Project Summary” and “Grant Project Activities” refer to the summary of Council-approved activities, deliverables, locations, and budget as identified and described in **Attachment A, Attachment B and Attachment C.**

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.

Site Monitoring. “Site Monitoring” means the Council’s review of the Grant Project and records pursuant to Minn. Stat. § 16B.98.

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.

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.

COMMUNITY TREE PLANTING GRANT PROGRAM

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 payment requests submitted by the Grantee through the Council's online grant management system 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. The Council will make the final determination whether the expenditures are eligible for reimbursement under this Agreement, and verify the total amount requested from the Council. The Council shall disburse grant funds for all grant-eligible expenditures within thirty-five (35) days of the receipt of satisfactory documentation from the Grantee.

COMMUNITY TREE PLANTING 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 reimburse up to 90 percent of the awarded grant funds. The remaining 10 percent may be withheld before a final payment is issued until the Grantee: (a) completes the project or grant deliverables; and (b) submits a final request for payment and the Final Report as required under Section 8.2. If the required deliverables are not submitted within the term and closeout period specified in Section 8.2, the Council shall have no obligation to disburse the withheld 10 percent. In such cases, the withheld funds shall revert to the Council's Community Tree Planting Account for redistribution through future funding cycles or as otherwise permitted by law.

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>

6.8 Maximum Use of Other Funds. If the Grantee at any time receives funding or reimbursement from another source for amounts charged by the Grantee against this grant, such funds charged against this grant shall be immediately refunded to the Council upon discovery of the duplicate funding or reimbursement.

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 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.

COMMUNITY TREE PLANTING GRANT PROGRAM

8. Reporting and Grant Closeout.

8.1 Semi-Annual Reporting. 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 location and description of any tree removal, site prep, tree planting and/or tree care/maintenance 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 deliverables in **Attachment A**. 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. The Grantee has 120 calendar days after the Expiration Date to provide documentation and information necessary to close out this Agreement and receive disbursements for eligible grant-funded Project activities as prescribed in Section 5. If the Grantee fails to provide necessary documentation and information during this 120-day closeout period, the Grantee may not be eligible to receive any unpaid grant funds and the Council may not disburse any unpaid grant funds to the Grantee. This 120-day closeout period does not extend any Grantee reporting deadlines established in this Agreement or authorize the Grantee to expend or commit any grant funds after the Expiration Date. **ALL GRANT FUNDS NOT EXPENDED BY THE GRANTEE AND REQUESTED FOR REIMBURSEMENT PRIOR TO THE END OF THE TERM SHALL REVERT TO THE COUNCIL.**

9. Changes in Grant Project and Amendments.

9.1 Changes in Grant Project Activities and Location(s). Project Activities funded by the Appropriation must be substantially consistent in scope, location, and budget with the approved project as described in **Attachments A and B**. Significant changes to the Grant Project in either scope or location 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 Budget Variance. The Grantee may reallocate up to twenty percent (20%) of the Grant Amount among the grant-funded activities, provided: (a) the grant funds may be used only for Project activities for which the Council awarded the grant funds; (b) the reallocation does not significantly change the Project deliverables; and (c) the Grantee receives written permission from Council staff prior to reallocating any grant funds. Council staff may administratively approve budget reallocation requests that exceed twenty percent (20%) of the Grant Amount only if the reallocation does not significantly change

COMMUNITY TREE PLANTING GRANT PROGRAM

the Project deliverables. Notwithstanding the aggregate or net effect of any variances, the Council's obligation to provide grant funds under this Agreement shall not exceed the Grant Amount identified at Page 1 of this Agreement.

9.3 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 Activities as described in **Attachments A and Attachment B**. Any changes to Project deliverables, scope, budget or locations that Council staff determine are significant changes from what is identified and described in **Attachments A and B** of this agreement will require an amendment approval by the Council's Community Development Committee. 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.

9.4 Loss of Grant Funds. Any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement shall revert to the Council for distribution through future application and funding cycles or as otherwise permitted by law. For the purposes of this Agreement, grant funds are "expended" prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date.

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

COMMUNITY TREE PLANTING GRANT PROGRAM

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 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.

COMMUNITY TREE PLANTING GRANT PROGRAM

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.

[The remainder of this page has been left intentionally blank]

COMMUNITY TREE PLANTING 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, Chair
Board of Commissioners

Date: _____

METROPOLITAN COUNCIL

By: _____

LisaBeth Barajas, Executive Director
Community Development Division

Date: _____

Approved as to form:

By: Scott Schwahn

Scott Schwahn
Senior Assistant Ramsey County Attorney

Date: 09/07/2025

COMMUNITY TREE PLANTING GRANT PROGRAM

ATTACHMENTS

The following **ATTACHMENTS A, B, and C** (comprised of this page and the succeeding pages) contain a summary of the Project identified in the application for Community Tree Planting Grant funding submitted in response to the Council's notice of funding availability for the Fiscal Year identified at Page 1 of this Agreement. The summary reflects the proposed Project for which the Grantee was awarded grant funds by the Council Action, and may reflect changes in Project funding sources, changes in funding amounts, or minor changes in the proposed Project that occurred subsequent to application submission. The application is incorporated into this Agreement by reference and is made a part of this Agreement as follows.

ATTACHMENT A outlines the grant project deliverables, budget, and eligible expenses.

ATTACHMENT B provides an overview of the locations where tree planting and removal will take place in reference to the program priorities.

ATTACHMENT C is the Grantee's Three-Year Maintenance Plan, submitted as part of the Grantee's application for funding. In pursuit of the project's deliverables, all trees planted with grant funds are expected to be maintained as outlined in this Three-Year Maintenance Plan included as Exhibit C. For any trees that do not survive through the end of the grant period, Grantees are expected to put in a good faith effort to replace these utilizing any warranty the Grantee has or at the expense of the Grantee.

COMMUNITY TREE PLANTING GRANT PROGRAM

ATTACHMENT A

Community Tree Planting Grant Project Summary

Grant # SG-25CT-15
Funding Type: State General Fund
Grantee: Ramsey County
Project Name: Pierce Butler Route Tree Canopy Improvement Project
Project Location(s) See Project Map in ATTACHMENT B
City: Saint Paul
County: Ramsey
Council District: 14 – Council Member Toni Carter

Project Description	
County staff, in collaboration with community partners, propose to enhance tree canopy and achieve goals set forth in Frogtown Green's concept plan, the County's Climate Equity Action Plan, and the City of Saint Paul's Climate Action & Resilience Plan.	

Deliverables	
Trees Removed	
44	Number of Ash trees or stumps removed
6	Other diseased/hazard trees or stumps removed
Trees Planted in Census Block Groups...	
	... only experiencing extreme heat
	... only experiencing high community vulnerability levels (SDI>70 th percentile)
150	... facing both issues above
	... experiencing neither of these issues
150	TOTAL TREES PLANTED (sum of categories above)

Use of Funds	
\$26,250	Materials: Trees
\$8,850	Materials: Planting Supplies
	Equipment
	Internal Labor
\$135,950	External Labor
\$171,050	TOTAL AWARD AMOUNT
<p>Grant will reimburse the above costs associated with the removal of ash and hazard trees and planting of climate-adapted tree species on public land. Any labor expenses must be directly for site preparation, planting, removing, and maintaining trees that are funded by this grant.</p> <p>Tree Species eligibility: Grant funds will not fund the purchase of trees that are over-represented in your community. Any genera that comprise 10% or more of the community forest make-up will not be funded. Numbers derived from the Minnesota Department of Natural Resources 2010 Rapid Assessment will be used unless/until an updated inventory is provided. For your community this means grant funds cannot be spent on purchasing: Picea (Spruce, 15.8%), Acer (Maple, 20.9%), and Fraxinus (Ash, 12.0%)</p>	

PARKS AND TRAILS FUND GRANT PROGRAM

ATTACHMENT B

Community Tree Planting Summary of Project Location(s)

Tree removal and planting will occur in the census block groups identified below (as highlighted in bold color).

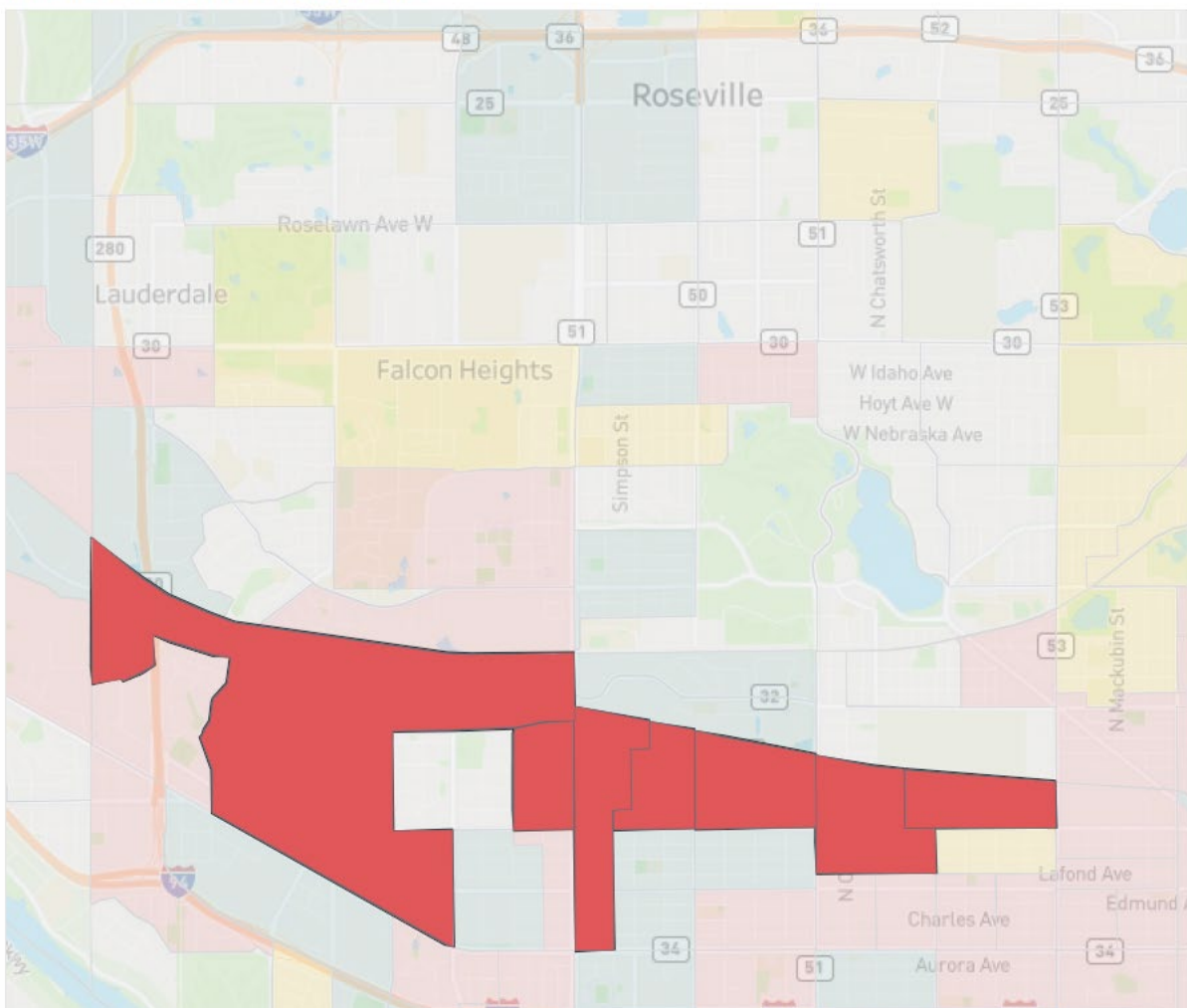
SCORING FACTORS

- Both scoring factors elevated
- Elevated Supplemental Demographic Index (SDI)
- Elevated Land Surface Temperature (LST)
- Neither scoring factor elevated

ZOOM TO CITY OR TOWNSHIP

All

Use the dropdown menu above to zoom to a city or township's census block groups (some adjacent block groups may be included). Reset the map by selecting "All." Additional map controls are available in the top left corner of the map (hover to view).



COMMUNITY TREE PLANTING GRANT PROGRAM

ATTACHMENT C

2025 COMMUNITY TREE PLANTING GRANTS

3-YEAR MAINTENANCE PLAN FOR NEWLY PLANTED TREES

This grant funds maintenance throughout the eligible grant activity period, through June 30, 2027. Newly planted trees require additional care and maintenance for 3-5 years after planting to ensure they are well-established and grow into healthy mature trees. Use this form to describe your commitment to tree maintenance.

Applicant: Ramsey County Public Works

Year and Season of Planting: Spring 2026

of Trees to be Planted: 150

Size (caliper for deciduous, height for conifers): 1.5-2"

Type of Stock to be Planted (Bare root, etc.): Container

Describe how the activities below will be completed.

1. Tree Maintenance Personnel and Support

- a. Describe who is responsible for maintenance and how you plan to fund maintenance work after the grant period.*

The Environmental Resources Specialist (ERS), seasonal staff, contractors, and volunteers, will oversee and perform maintenance activities of trees. The contractor who installs the trees will do establishment care for one year following installation. After the grant period staff will budget for the care and maintenance of the trees.

- b. Volunteers, homeowners, or inexperienced staff that will provide maintenance should receive basic training and literature on proper maintenance techniques. Is training needed and how will you do it?*

The ERS will provide proper planting practice instruction to volunteers and seasonal staff. Before the growing seasons the NRS will instruct and direct staff involved with the proper maintenance practices of newly planted trees. Residents will receive information about the newly planted tree in the boulevard in front of their home with care information.

- c. How will you inspect tree maintenance work periodically to make sure it is being done correctly?*

The ERS, seasonal staff or other staff directed by the ERS will routinely inspect planted trees during each growing season. Staff will look for mechanical damage, water stress, vandalism and ensure proper care. If staff suspects improper maintenance or damage while under warranty the contractor will be liable for tree replacement or remedial action. If the tree is outside the warranted period efforts will be made to correct who ever damaged the tree. If it is the homeowner, notice will be given and information will be provided to the resident. If damage was incurred by seasonal staff or volunteers or appropriate action will be taken to ensure the person is retrained in proper tree care practices.

COMMUNITY TREE PLANTING GRANT PROGRAM

2. Tree Watering Process

Describe in detail how trees will be watered, the time period and frequency of watering. Trees should be watered weekly for the first 3 to 5 years when the ground is thawed, unless it has rained 1 inch in a week.

Watering will be required weekly and will be performed by a contractor for the first growing season. Watering will be done as required for the next two growing seasons depending on weekly rain fall during the growing season. The ERS will monitor drought conditions during the growing seasons to ensure watering is being done at the appropriate frequency. Trees will be watered by county staff, contractors, or volunteers. It is the intention of the county to ensure trees are watered regularly during the first three growing seasons and closely monitored.

3. Mulching Trees

Will you mulch your trees and if so, how will you maintain mulch?

The contractor will include mulch with the installation of the tree. Mulching maintenance will be addressed as need post installation.

4. Staking and Tying Trees

Explain if staking is necessary due to mowing, vandalism, or wind conditions, and describe plans for inspection and removal.

Staking will be assessed in the spring and throughout the growing season. If staking is required the installation will be directed by the ERS to ensure proper practices. Re-inspection of staked trees will be done in the fall and staking will be removed if tree appears stable. Monitoring will continue next growing season.

5. Checking Tree Health

The grantee will check trees every 6 – 12 months to identify and address problems. Describe inspection process and follow-up.

Staff will look for vigor, pest damage, mechanical damage and proper care. If tree appears stressed, the ERS or staff directed by the ERS will apply suitable methods to improve tree health. Follow-up will occur after corrective actions have taken place and will be monitored until tree has improved.

COMMUNITY TREE PLANTING GRANT PROGRAM

6. Tree Protection

Young trees in busy urban areas may be easily damaged by human activity, animals, and equipment. Describe how planted trees will be protected.

For the first three growing seasons mulch and tree protectors (as needed depending on species) will be used to prevent damage to newly planted trees. Public outreach will be used to remind residents to be careful around newly planted trees. Outreach will include the county's social media pages and website information.

7. Pruning

Newly planted trees should need little pruning, if they were properly cared for in the nursery. In the first year after planting, remove only dead or broken branches. In later years, weakly attached limbs can be removed, and corrective pruning can be done if needed. Describe your pruning maintenance cycle.

An initial pruning will be performed during planting to remove dead wood. Seasonal staff, contractors, or volunteers will be utilized to help prune newly planted trees. After the initial establishment period, pruning will be done every 5-7 years as a part of our tree maintenance program.

8. Tree Warranty

Tree planting should include a warranty from the nursery for replacement (due to poor condition or mortality). The grantee should be prepared to fully replace all trees that are in poor condition or die prior to the end of the project grant agreement, unless loss was due to natural disaster. Describe your tree warranty or how trees will be replaced.

The county will contract with a qualified, licensed and insured company that will install trees with a one year warranty. If a tree dies during the grant period and while under warranty it will be replaced by the contractor. If the tree dies outside the warranty period and during the grant agreement it will be replaced with similar stock and species approved by the ERS.

Board of Commissioners

Request for Board Action

Item Number: 2025-362

Meeting Date: 9/23/2025

Sponsor: Public Works

Title

State Aid Variance Request for New Brighton Road Improvements

Recommendation

1. Request a variance from the Minnesota Department of Transportation State Aid Operations Rules Parts 8820.9926 (Minimum Design Standards: Rural Suburban Undivided; Reconditioning Projects) and 8820.9956 (Minimum Vertical Clearances for Underpasses), to allow a combined lane (paved) and shoulder width of 9 feet 11 inches at the railroad bridge crossing (Bridge Number 90407), station 56+00 to station 58+50, on New Brighton Road in lieu of a combined lane (paved) and shoulder width of 12 feet, and to allow a vertical clearance of 14 feet 3 inches for the bridge, station 56+00 to station 58+50, on New Brighton Road in lieu of the required 16 feet 4 inches, for State Aid Project 062-674-002.
2. Indemnify, save and hold harmless the State of Minnesota and its agents and employees of and from claims, demands, actions, or causes of action arising out of or by reason of the granting of the variance, and further agree to defend at its sole cost and expense any action or proceeding begun for asserting any claim arising as a result of the granting of this variance.

Background and Rationale

Ramsey County Public Works has a pavement preservation project on New Brighton Road, from County Road D to County Road E2, in the cities of Arden Hills and New Brighton, scheduled for completion in 2026. The project includes improvement of the deteriorating pavement, Americans with Disabilities Act improvements, as well as new signing and striping along the entire corridor.

New Brighton Road is a two-lane roadway that varies in width from 24 feet to 28 feet of pavement with irregular gravel shoulder widths. There are approximately 1584 vehicles per day that drive this road. The pavement is in poor condition and requires resurfacing.

The Canadian Pacific railroad bridge goes over New Brighton Road south of County Road E2 and north of 1st Street SE. The bridge has been in place since 1900, with a remodel in the 1980s. Due to the construction of the bridge, the roadway width in this area is reduced to accommodate the bridge piers, thereby narrowing the roadway.

The Minnesota Department of Transportation (MDOT) State Aid Operations Rules Parts 8820.9926 (Minimum Design Standards: Rural Suburban Undivided; Reconditioning Projects) and 8820.9956 (Minimum Vertical Clearances for Underpasses) set forth design standards that must be met with respect to roadway widths and minimum required vertical clearances under bridges. The width of the roadway under the bridge and the clearance from the roadway to the bridge do not meet these requirements for a county highway.

To meet such requirements, the railroad bridge would need to be replaced. Replacement of the bridge would require collaboration with the railroad company on a new design, addressing right-of-way impacts, and incurring substantial costs to the County and/or the railroad. The bridge is not scheduled for replacement; therefore, the recommendation is to seek a variance from MNDOT State Aid requirements to allow the paving

project to proceed as planned, leaving the existing non-standard conditions in place.

There have been zero recorded crashes at this location and advance warning signs are currently and will remain in place, letting drivers know of the upcoming narrow roadway and low clearance bridge.

Pursuant to MDOT State Aid Rules Part 8820.3300 Subpart 3, the MNDOT Commissioner is requiring “a resolution by the recipient of the variance that indemnifies, saves, and holds harmless the state and its agents and employees of and from claims, demands, actions, or causes of action arising out of or by reason of the granting of the variance. The recipient of the variance shall further agree to defend at its sole cost and expense any action or proceeding begun for asserting any claim of whatever character arising as a result of the granting of the variance.”

County Goals (Check those advanced by Action)

☐ Well-being

☐ Prosperity

☒ Opportunity

☐ Accountability

Racial Equity Impact

There is no racial equity impact with this request.

Community Participation Level and Impact

There is no community participation level for this request. It is an administrative request needed to get a variance from current State Aid Standards, which are not met at this location.

☒ Inform

☐ Consult

☐ Involve

☐ Collaborate

☐ Empower

Fiscal Impact

This pavement preservation project is programmed in the 2024 - 2028 Transportation Improvement Program for 2026 using \$750,000 in wheelage tax funds.

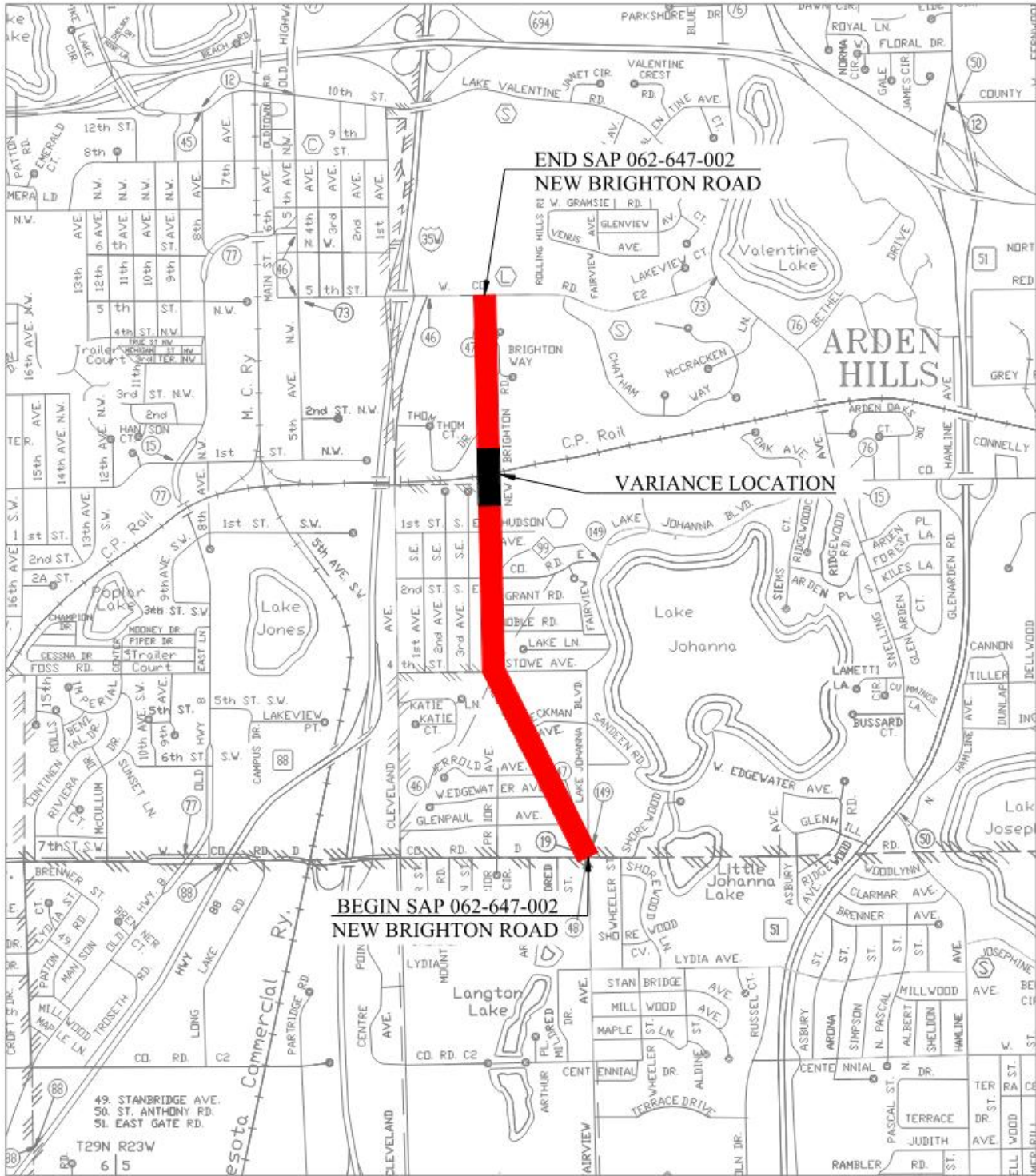
Last Previous Action

On February 27, 2024, the Ramsey County Board approved the 2024-2028 TIP (Resolution B2024-038).

Attachments

1. Location Map

Location Map



RAMSEY COUNTY PUBLIC WORKS 2026 BITUMINOUS RESURFACING PROJECTS

NEW BRIGHTON ROAD
COUNTY ROAD D TO COUNTY ROAD E2

EXHIBIT A

S.A.P. 062-647-002



Board of Commissioners

Request for Board Action

Item Number: 2025-366

Meeting Date: 9/23/2025

Sponsor: County Assessor's Office

Title
Property Tax Abatements

Recommendation

Approve the property tax abatements, and any penalty and interest, with a reduction of \$10,000 or more for:

- 28-29-22-31-0113, 0 Jenks Ave, Saint Paul, MN
- 32-29-23-11-0015, 2227 University Ave W, Saint Paul, MN
- 32-30-23-43-0014, 641 Old Hwy 8 SW, New Brighton, MN
- 14-29-22-33-0014, 1706 White Bear Ave N, Maplewood, MN
- 34-29-23-32-0029, 0 University Ave W, Saint Paul, MN
- 34-29-23-32-0034, 0 University Ave W, Saint Paul, MN
- 20-28-23-14-0006, 1353 Cleveland Ave S, Saint Paul, MN
- 01-911807, 0 4th St E, Saint Paul, MN
- 30-29-22-33-0242, 60 Sycamore St W, Saint Paul, MN
- 30-29-22-33-0251, 0 Sycamore St W, Saint Paul, MN
- 12-30-23-21-0031, 5516 Turtle Lake Rd, North Oaks, MN

Background and Rationale

The Ramsey County Assessor's department estimates market value and determines property classification, striving to provide an accurate and equitable property assessment. Standards are established to ensure that Ramsey County property owners are provided easy access to the abatement process. Staff who administer abatements follow the strict guidelines described in statute and county administrative code. These staff are available to serve customers by request and can describe the abatement process when providing various appraisal related services. Abatements correcting value and/or classification attempt to ensure that owners are not paying higher taxes than a property is worth, and as a result, reduces the financial burden.

In compliance with Minnesota Statutes, Section 375.192, subdivision 2, and directed by County Board Resolution B2019-301, abatements over a \$10,000 reduction of tax must be approved by the Ramsey County Board. These abatements have been reviewed and approved by the County Assessor and the County Auditor. According to Minnesota Statutes, Section 375.192, the Ramsey County Board may consider and grant a reduction or abatement on applications only as they relate to taxes payable in the current year and two prior years provided that the reductions or abatements for the two prior years shall be considered or granted only for (1) clerical error, or (2) when the taxpayer fails to file for a reduction or adjustment due to hardship, as determined by the Ramsey County Board. The department policy is that a clerical error is one that does not involve judgment, but which may involve the failure of a governmental entity to perform a ministerial act relating to the assessment of property.

For abatements over a \$10,000 reduction of tax, penalty and interest combined, notice must be submitted to the school board and municipality in which the property is located. These abatements have met these requirements. The County Assessor and County Auditor recommend that the Ramsey County Board approve these abatements.

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

Language, racial or cultural issues can create barriers to access and/or to understand the abatement process. The department has allowed for property reviews to be completed by phone or email if all the necessary supportive information is provided by mail or electronically when requested. This allows for more flexibility in the service delivery for property owners who are unable to be present at their property during working hours, thus resulting in a more accurate assessment and less abatements due to potential errors. Information regarding abatements can be found on Ramsey County's website, which can be viewed in multiple languages. The County Assessor's department also has bilingual staff who are available to assist with questions or concerns from Hmong and Spanish speaking customers.

Community Participation Level and Impact

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

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

Abatements result in a reduction in property tax revenue for Ramsey County and other taxing authorities. The county budgets for an uncollectable amount of property tax levy each year, so no negative impact to the overall county budget is anticipated with this action. The reduction in total local and state property tax for the property qualifying for tax abatement is \$607,632.

Last Previous Action

On December 17, 2019, the Ramsey County Board approved a policy establishing the delegation of authority to the County Auditor/Treasurer of abatements less than \$10,000 (Resolution B2019-301).

Attachments

1. September 23, 2025 County Board List_PTA

Abatements over \$10,000 for County Board consideration in September 2025

Board Meeting Date: September 23, 2025

ATEMENT NUMBER/ TYPE	OWNER/MAILING ADDRESS	CMR DIST*	PIN/PROPERTY ADDRESS	TAX PAY YEAR	PRESENT TAXABLE VALUE/ CLASS	RECOMMENDED NEW TAXABLE VALUE/ CLASS	CHANGE IN TAXABLE VALUE/ CLASS	ACTUAL REDUCTION IN TAX DOLLARS	REASON FOR REDUCTION
AT25-6029 / CORRECTIVE ABATEMENT	UNION GOSPEL MISSION ASSOC OF ST PAUL 910 FOREST ST SAINT PAUL, MN 55106-3875	6	28-29-22-31-0113 / 910 FOREST ST SAINT PAUL, MN 55106	2025	\$1,672,900 / 3A Commercial	\$1,672,900 / 5E Exempt	(\$0) 5E Exempt	(\$33,210)	This abatement corrects a clerical error that misclassified the property as commercial instead of exempt. Despite a timely application, the change was not processed before the tax extension deadline. This abatement corrects the classification to 100% exempt.
AT25-6044 / CORRECTIVE ABATEMENT	MDC LIMITED PARTNERSHIP 5320 W 23RD ST STE 205 ST LOUIS PARK, MN 55416-1667	3	32-29-23-11-0015 / 2227 UNIVERSITY AVE W SAINT PAUL, MN 55114	2023	\$3,060,000 / 3A Commercial	\$3,060,000 / 4A Apartment	(\$0) / 4A Apartment	(\$97,886)	This abatement corrects a clerical error that misclassified the property as commercial instead of apartment. This abatement corrects the classification to 100% apartment.
AT25-6047 / CORRECTIVE ABATEMENT	JRGB INC 641 OLD HWY 8 SW NEW BRIGHTON, MN 56112-7710	2	32-30-23-43-0014 / 641 OLD HWY 8 SW NEW BRIGHTON, MN 56112	2025	\$642,900 / 3A Commercial \$459,300 / 2A Ag Non- Homestead	\$139,900 / 3A Commercial \$425,200 / 2A Ag Non- Homestead	(\$503,000) / 3A Commercial (\$34,100) / 2A Ag Non- Homestead	(\$16,116)	This abatement corrects a clerical error that applied the incorrect value to the commercial and ag value due to new construction. This abatement corrects the values to the intended amounts at the time the property was reviewed.
AT25-6048 / CORRECTIVE ABATEMENT	DOCTOR G LLC 1515 E 66 TH ST RICHFIELD, MN 55423-2648	7	14-29-22-33-0014 / 1706 WHITE BEAR AVE N, MAPLEWOOD, MN 55109	2025	\$496,100 / 3A Commercial	\$496,100 / 5E Exempt	(\$0) 5E Exempt	(\$14,944)	This abatement corrects a clerical error that misclassified the property as commercial instead of exempt. Despite a

Abatements over \$10,000 for County Board consideration in September 2025

Board Meeting Date: September 23, 2025

ATEMENT NUMBER/ TYPE	OWNER/MAILING ADDRESS	CMR DIST*	PIN/PROPERTY ADDRESS	TAX PAY YEAR	PRESENT TAXABLE VALUE/ CLASS	RECOMMENDED NEW TAXABLE VALUE/ CLASS	CHANGE IN TAXABLE VALUE/ CLASS	ACTUAL REDUCTION IN TAX DOLLARS	REASON FOR REDUCTION
									timely application, the change was not processed before the tax extension deadline. This abatement corrects the classification to 100% exempt.
AT25-6057 / CORRECTIVE ABATEMENT	SNELLING-MIDWAY REDEVELOPMENT LLC 4150 OLSON MEMORIAL HWY STE 300 GOLDEN VALLEY, MN 55422-4828	4	34-29-23-32-0029 / O UNIVERSITY AVE W SAINT PAUL, MN 55104	2025	\$ 1,192,000 / 3A Commercial	\$ 1,192,000 / 5E Exempt	(\$0) 5E Exempt	(\$39,890)	This abatement corrects a clerical error that misclassified the property as commercial instead of exempt. Despite a timely application, the change was not processed before the tax extension deadline. This abatement corrects the classification to 100% exempt.
AT25-6058 / CORRECTIVE ABATEMENT	MIDWAY LOT 5 LLC 810 7TH AVE 10TH FLOOR NEW YORK, NY 10019- 5876	4	34-29-23-32-0034 / O UNIVERSITY AVE W SAINT PAUL, MN 55104	2025	\$512,500 / 3A Commercial	\$512,500 / 5E Exempt	(\$0) 5E Exempt	(\$16,070)	This abatement corrects a clerical error that misclassified the property as commercial instead of exempt. Despite a timely application, the change was not processed before the tax extension deadline. This abatement corrects the classification to 100% exempt.
AT25-6061 / CORRECTIVE ABATEMENT	BROTHERHOOD OF THE PEOPLE OF PRAISE INC 1353 CLEVELAND AVE S SAINT PAUL, MN 55116- 2653	5	20-28-23-14-0006 / 1353 CLEVELAND AVE S SAINT PAUL, MN 55116	2025	\$551,500 / 4B1 Res 1-3 unit	\$551,500 / 5E Exempt	(\$0) 5E Exempt	(\$10,948)	This abatement corrects a clerical error that misclassified the property as residential 1-3 unit instead of exempt. Despite a timely application, the change was not processed before the tax extension deadline. This abatement corrects the

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 Saint Paul, MN 55107
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www.co.ramsey.mn.us

Abatements over \$10,000 for County Board consideration in September 2025

Board Meeting Date: September 23, 2025

ATEMENT NUMBER/ TYPE	OWNER/MAILING ADDRESS	CMR DIST*	PIN/PROPERTY ADDRESS	TAX PAY YEAR	PRESENT TAXABLE VALUE/ CLASS	RECOMMENDED NEW TAXABLE VALUE/ CLASS	CHANGE IN TAXABLE VALUE/ CLASS	ACTUAL REDUCTION IN TAX DOLLARS	REASON FOR REDUCTION
									classification to 100% exempt.
AT25-6062 / CORRECTIVE ABATEMENT	MAIN LINE CYCLE CENTER 214 4TH ST E STE 120 SAINT PAUL, MN 55101- 1576	5	01-911807 / 0 4TH ST E SAINT PAUL, MN 55101	2025	\$ 379,200 / 3A Commercial	\$ 379,200 / 5E Exempt	(\$0) 5E Exempt	(\$11,398)	This abatement corrects a clerical error that misclassified the property as commercial instead of exempt. Despite a timely application, the change was not processed before the tax extension deadline. This abatement corrects the classification to 100% exempt.
AT25-6063 / CORRECTIVE ABATEMENT	CITY OF SAINT PAUL 25 4TH ST W # 1000 SAINT PAUL, MN 55102- 1692	3	30-29-22-33-0242 / 60 SYCAMORE ST W SAINT PAUL, MN 55117	2025	\$ 6,979,500 / 3A Industrial	\$ 6,979,500 / 5E Exempt	(\$0) 5E Exempt	(\$242,778)	This abatement corrects a clerical error that misclassified the property as industrial instead of exempt. The city purchased the property in November 2024, but the change was not processed before the tax extension deadline. This abatement corrects the classification to 100% exempt.
AT25-6065 / CORRECTIVE ABATEMENT	CITY OF SAINT PAUL 25 4TH ST W # 1000 SAINT PAUL, MN 55102- 1692	3	30-29-22-33-0251 / 0 SYCAMORE ST W SAINT PAUL, MN 55117	2025	\$ 437,500 / 3A Industrial	\$ 437,500 / 5E Exempt	(\$0) 5E Exempt	(\$15,338)	This abatement corrects a clerical error that misclassified the property as industrial instead of exempt. The city purchased the property in November 2024, but the change was not processed before the tax extension deadline. This abatement corrects the classification to 100% exempt.

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Abatements over \$10,000 for County Board consideration in September 2025

Board Meeting Date: September 23, 2025

ATEMENT NUMBER/ TYPE	OWNER/MAILING ADDRESS	CMR DIST*	PIN/PROPERTY ADDRESS	TAX PAY YEAR	PRESENT TAXABLE VALUE/ CLASS	RECOMMENDED NEW TAXABLE VALUE/ CLASS	CHANGE IN TAXABLE VALUE/ CLASS	ACTUAL REDUCTION IN TAX DOLLARS	REASON FOR REDUCTION
AT25-6071 / CORRECTIVE ABATEMENT	NORTH OAKS HOME OWNERS ASSOCIATION INC 100 VILLAGE CENTER DR STE 240 NORTH OAKS, MN 55127- 3014	1	12-30-23-21-0031 / 5516 TURTLE LAKE RD NORTH OAKS, MN 55126	2025	\$1,854,600 / 3A Commercial	\$1,365,800 / 5E Exempt - \$488,800 / 3A Commercial	\$1,365,800 / 5E Exempt - (\$1,365,800) / 3A Commercial	(\$38,068)	This abatement corrects a clerical error that misclassified the property as commercial instead of split class, exempt and commercial. Despite a timely application, the change was not processed before the tax extension deadline. This abatement corrects the classification to split class, exempt and commercial.
AT25-6072 / CORRECTIVE ABATEMENT	NORTH OAKS HOME OWNERS ASSOCIATION INC 100 VILLAGE CENTER DR STE 240 NORTH OAKS, MN 55127- 3014	1	12-30-23-21-0031 / 5516 TURTLE LAKE RD NORTH OAKS, MN 55126	2024	\$ 1,796,200/ 3A Commercial	\$ 1,307,400/ 5E Exempt - \$488,800 / 3A Commercial	\$ 1,307,400/ 5E Exempt - (\$1,307,400) / 3A Commercial	(\$36,156)	This abatement corrects a clerical error that misclassified the property as commercial instead of split class, exempt and commercial. Despite a timely application, the change was not processed before the tax extension deadline. This abatement corrects the classification to split class, exempt and commercial.
AT25-6073 / CORRECTIVE ABATEMENT	NORTH OAKS HOME OWNERS ASSOCIATION INC 100 VILLAGE CENTER DR STE 240 NORTH OAKS, MN 55127- 3014	1	12-30-23-21-0031 / 5516 TURTLE LAKE RD NORTH OAKS, MN 55126	2023	\$1,678,200/ 3A Commercial	\$1,189,400/ 5E Exempt - \$488,800 / 3A Commercial	\$1,189,400/ 5E Exempt - (\$1,189,400) / 3A Commercial	(\$34,830)	This abatement corrects a clerical error that misclassified the property as commercial instead of split class, exempt and commercial. Despite a timely application, the change was not processed before the tax extension deadline. This abatement corrects the

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Abatements over \$10,000 for County Board consideration in September 2025

Board Meeting Date: September 23, 2025

ATEMENT NUMBER/ TYPE	OWNER/MAILING ADDRESS	CMR DIST*	PIN/PROPERTY ADDRESS	TAX PAY YEAR	PRESENT TAXABLE VALUE/ CLASS	RECOMMENDED NEW TAXABLE VALUE/ CLASS	CHANGE IN TAXABLE VALUE/ CLASS	ACTUAL REDUCTION IN TAX DOLLARS	REASON FOR REDUCTION
									classification to split class, exempt and commercial.
							GRAND TOTAL	(\$607,632)	

Board of Commissioners

Request for Board Action

Item Number: 2025-368

Meeting Date: 9/23/2025

Sponsor: County Assessor's Office

Title

Local Option Disaster Tax Abatements

Recommendation

Approve the property tax abatements, and any penalty and interest, with a reduction of \$10,000 or more for:

- 35-29-23-13-0217, 799 University Ave W, Saint Paul, MN
- 21-28-23-12-0033, 1372 St Paul Ave, Saint Paul, MN

Background and Rationale

In compliance with Minnesota Statutes, Section 273.1233, subdivision 1, the Ramsey County Board of Commissioners is authorized to approve Local Option Disaster Tax Abatements for taxes payable in the year the damage or destruction occurred for homestead and non-homestead properties that have met the requirements of the statute. Under Minnesota Statutes Section 273.1235, the Ramsey County Board of Commissioners is authorized to approve a Local Option Disaster Credit for taxes payable in the year following the disaster for homestead and non-homestead properties.

Two properties suffered catastrophic damage that has prevented the owners from occupying their property. Minnesota Statutes, Section 273.1233, provides that an owner of a property may apply for a tax reduction payable in the year the destruction occurs if 50% or more of the property has been unintentionally or accidentally destroyed, or destroyed by arson or vandalism by someone other than the owner. Minnesota Statutes, Section 273.1235, provides for a tax credit in the year following the destruction.

Under Minnesota Statutes Sections 273.1233 and 273.1235, the authority for final approval is granted to the County Board of Commissioners. The County Assessor Department recommends that the Ramsey County Board of Commissioners approve the properties on the attached list for a local option reduction or credit of tax, as calculated by County Assessor Department under Minnesota Statutes, Sections 273.1233 and 273.1235.

The required applications have been received, reviewed and approved by the Ramsey County Assessor and the properties are eligible for a reduction as authorized by Minnesota Statutes, Sections 273.1233 and 273.1235.

County Goals (Check those advanced by Action)

☐ Well-being ☒ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

Language, racial or cultural issues can create barriers to access and/or to understand the abatement process. The department has allowed for property reviews to be completed by phone or email if all the necessary supportive information is provided by mail or electronically when requested. This allows for more flexibility in the service delivery for property owners who are unable to be present at their property during working hours, thus resulting in a more accurate assessment and less abatements due to potential errors. Information

regarding abatements can be found on Ramsey County's website, which can be viewed in multiple languages. The County Assessor's department also has bilingual staff who are available to assist with questions or concerns from Hmong and Spanish speaking customers.

Community Participation Level and Impact

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

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Abatements result in a reduction in property tax revenue for Ramsey County and other taxing authorities. The county budgets for an uncollectable amount of property tax levy each year, so no negative impact to the overall county budget is anticipated with this action. The reduction in total local and state property tax for the property qualifying for tax abatement is \$40,864.

Last Previous Action

On December 17, 2019, the Ramsey County Board approved a policy establishing the delegation of authority to the County Auditor/Treasurer of abatements less than \$10,000 (Resolution B2019-301).

Attachments

1. September 23, 2025 County Board List_LODPTA

Local Option Abatements over \$10,000 for County Board consideration in September 2025

Board Meeting Date: September 23, 2025

ATEMENT NUMBER/ TYPE	OWNER/MAILING ADDRESS	CMR DIST*	PIN/PROPERTY ADDRESS	TAX PAY YEAR	PRESENT TAXABLE VALUE/ CLASS	RECOMMENDED NEW TAXABLE VALUE/ CLASS	CHANGE IN TAXABLE VALUE/ CLASS	ACTUAL REDUCTION IN TAX DOLLARS	REASON FOR REDUCTION
AT25-6049 / LOCAL OPTION DISASTER CREDIT	COASTER DREAMS PROPERTIES LLC 712 AURORA AVE SAINT PAUL, MN 55104- 4811	4	35-29-23-13-0217 / 799 UNIVERSITY AVE W, SAINT PAUL, MN 55104	2025	\$564,000 / 3A Commercial	\$110,800 / 3A Commercial	(\$453,200) 3A Commercial	(\$15,392)	An abatement application was filed with the Ramsey County Assessor on 12/5/2024. The building was damaged by fire on 8/11/2024 and was not habitable by 12/31/2025. The property qualifies for a 12-month disaster credit.
AY25-6019 / LOCAL OPTION DISASTER CREDIT	1360 & 1372 ST PAUL AVENUE LLC 1545 ST PAUL AVE SAINT PAUL, MN 55116- 3707	5	21-28-23-12-0033 / 1372 ST PAUL AVE, SAINT PAUL, MN 55116	2024	\$1,733,300 / 4A Apartment	\$350,000 / 4A Apartment	(\$1,383,300) / 4A Apartment	(\$25,472)	An abatement application was filed with the Ramsey County Assessor on 2/5/2025. The building was damaged by fire on 7/8/2023 and was not habitable by 12/31/2024. The property qualifies for a 12-month disaster credit.
							GRAND TOTAL	(\$40,864)	

Board of Commissioners

Request for Board Action

Item Number: 2025-377

Meeting Date: 9/23/2025

Sponsor: Property Management

Title

Guaranteed Energy Savings Project with inBYLT, LLC

Recommendation

None. For information and discussion only.

Background and Rationale

The proposed project represents an innovative and cost-effective approach to implementing additional energy savings measures across county facilities, that would serve towards attaining the 80% energy reduction goal for 2050. inBYLT has performed a directed engineering study of county facilities to review existing systems and equipment, to determine the actual energy savings and return on investment that will result from the specific improvements selected for the project. The guaranteed energy savings project offers an alternative funding solution for major projects that reduces the need for county Capital Improvement Program funding.

Attachments

1. Presentation



Energy Savings Program

September 23, 2025



Presenters and Goals

Presenters:

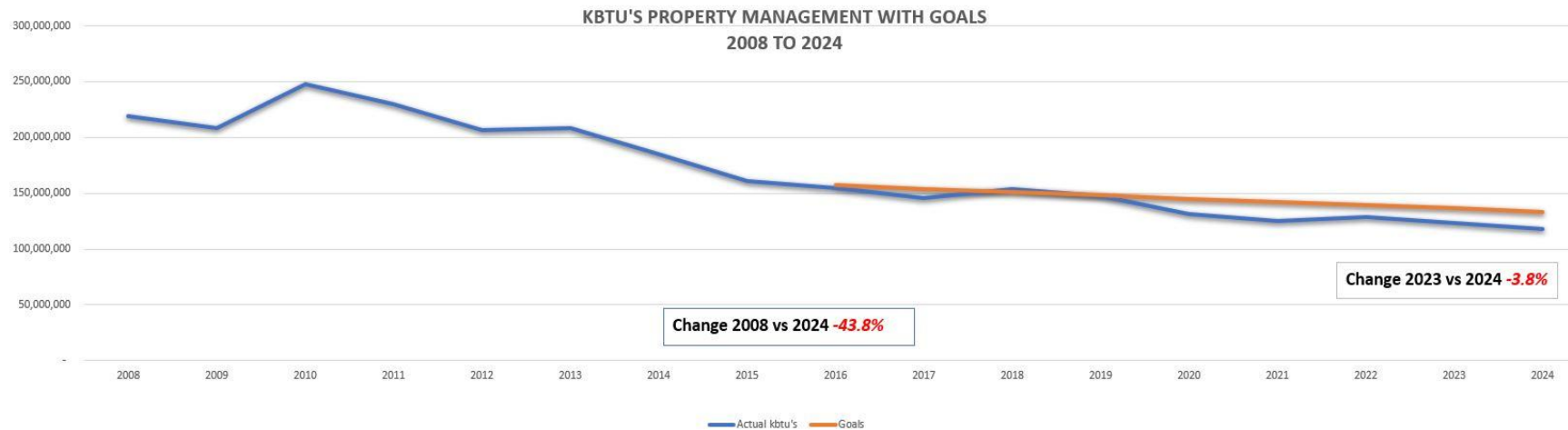
- Energy Program Overview – Jean Krueger, Property Management Director
- Energy Projects for Property Management – John Felipe, Property Management Energy and Technology Manager
- Energy Investments – Alex Kotze, Chief Financial Officer

Goals:

- Update the board on energy reduction program.
- Advise the board on plans for future energy program investments.

Background

- Energy consumption in county owned buildings is down 25% from 2019.
- Goal is a 2% per year reduction.
- Low and no cost initiatives completed.
- The Climate Equity Action Plan includes new reduction & clean energy goals.



Minnesota Guaranteed Energy Savings Program (GESP)

- Energy efficiency and renewable energy projects; some end-of-life asset replacement consideration.
- Guaranteed project costs and guaranteed performance.
- Qualified providers and process for direct contracting on projects with less than a 20-year payback. GESP provides a unique opportunity to leverage federal funds (Inflation Reduction Act) and utility rebate programs to advance toward our energy goals.
- Parks & Recreation contract for \$6.6 million in projects, in process.
- Property Management contracted with InBylt in 2024 in accordance with GESP. Numerous projects reviewed for phased implementation.

Inflation Reduction Act (IRA) – Direct Pay Tax Credit

- **Direct Pay Tax Credit**

- Allows qualifying tax-exempt entities to receive a cash payment from the IRS for investing in renewable energy technologies, geothermal and solar.

- **Big Beautiful Bill Impact**

- IRS Defined Path to Qualify for the 30% Investment Tax Credit (ITC):
 1. Begin Construction by July 4, 2026
 - Foreign Entity of Concern (FEOC) Requirements Begin January 1, 2026

	LED Lighting	Building Envelope	Solar PV	Roofing Replacement	HVAC Modifications	Controls Modifications	Water Conservation
Metro Square	Phase 1					Phase 3	
Courthouse	Phase 1				Phase 3	Phase 3	
Law Enforcement Center			Phase 2	Phase 2	Phase 3	Phase 3	Phase 3
Public Works	Phase 1						
Ramsey County Correctional Facility	Phase 1		Phase 1		Phase 3		Phase 3
Juvenile Family Justice Center	Phase 1						Phase 3
Landmark Center		Phase 1					
360 Wabasha		Phase 1					
Roseville Library	Phase 1	Phase 1					
402 University		Phase 1					
Shoreview Library			Phase 2				Phase 3
Maplewood Library			Phase 3	Phase 3	Phase 3		Phase 3
Emergency Communications Center	Phase 1	Phase 1	Phase 2	Phase 2	Phase 3		Phase 3
Sheriff's Water Patrol Station		Phase 1	Phase 2				
Family Services Center		Phase 1					
White Bear Lake Library	Phase 1	Phase 1					
Medical Examiner's Office		Phase 1					
Mounds View Library							Phase 3
	Cost	Annual Utility Savings	Annual O&M Savings	Potential Incentives	Net Cost	Total Energy (kBtu)	CO2e Reduction (Metric)
Phase 1 Total	\$8,461,646	\$404,047	\$35,105	\$1,120,934	\$7,340,712	15,714,136	1,863

Benefits of the Project - Phase 1

- Energy consumption reduction of over 15,700,000 kBtus or 11%.
- Completes LED conversions; fluorescent lighting phase out by Jan. 2026
- Production of an estimated 1 megawatt of clean energy from solar.
- Continued progress toward goals in performance measures and the Climate Equity Action Plan.
- Leverage federal resources and utility company rebates for energy reduction opportunities.
- Accelerates funding and implementation schedule.

Project Financing

- Reviewing financing options to support energy-savings and clean-energy projects.
- Capital Improvement Program funds are limited, with demand exceeding availability each budget cycle.
- Finance recommends using the general fund balance for upfront costs for Phase 1 up to \$8.45 million.
- Property Management would borrow from the county's General Fund fund balance; repaying the loan (over up to 20 years) through energy savings, federal and utility incentives, and operating budget funds. Any gap in funding would be covered by Building Improvement funds.
- A comprehensive assessment and funding plan for future county-wide facility energy projects will be presented in spring 2026.

Next Steps

- Finalize contract with inBYLT for projects and guaranteed savings.
- Request County Board approval to award contract to inBYLT.
- Request County Board approval for the general fund loan.
- Engage with Finance and external resources related to IRA incentives. Only one application per entity per year.
- Develop county-wide energy savings program projects, costs and financing plan to achieve energy and carbon reduction goals.



Open Discussion and Questions

Thank you!

Board of Commissioners

Request for Board Action

Item Number: 2025-373

Meeting Date: 9/23/2025

Sponsor: Finance

Title

Certification of the Maximum Tax Levy for the Proposed 2026 Property Tax Notices

Recommendation

Approve the proposed maximum tax levy to finance the 2026 budget in the amount of \$434,565,563. The breakdown between the General County and Library levy is as follows:

General County	\$417,062,635
Library	<u>\$17,502,928</u>
Total	\$434,565,563

Background and Rationale

Minnesota Law (M.S. 275.065) requires the County to certify the proposed tax levy by the county auditor by September 30, 2025.

The Ramsey County Board of Commissioners will approve the final 2026 tax levy in December 2025. This final levy can be lower than the maximum certified but cannot be increased over the maximum levy approved.

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 2026-2027 Proposed Biennial Budget documents and were discussed during the budget hearings in September 2025 and is included in county performance measures data available in the open data portal.

The impact of property tax trends and levy impacts on residents and businesses was also presented to the board by the County Auditor in September 2025 with a focus on equity.

Community Participation Level and Impact

On this specific action, the community participation level is to inform. This is one action in the larger county process of proposing and approving its biennial budget. The process has involved informing and consulting through community budget conversations, board presentations, and public hearings.

Two public hearings for the public to comment on the 2026-2027 proposed budget are incorporated in the budget process. The public hearings are scheduled for:

- Monday, September 22, 2025, at 5:00 p.m. - Ramsey County Courthouse, Council Chambers - 15 West Kellogg Blvd., Saint Paul, MN 55102
- Thursday, December 11, 2025, at 6:00 p.m. - Ramsey County Courthouse, Council Chambers - 15 West Kellogg Blvd., Saint Paul, MN 55102

Information on the 2026-2027 proposed budget is available at:

[<https://www.ramseycounty.us/your-government/budget-finance>](https://www.ramseycounty.us/your-government/budget-finance)

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

A maximum property tax of \$434,565,563 would result in a 9.75% levy increase. This funding will represent 46% of the total proposed 2026 County budget.

Last Previous Action

A public hearing on the budget was held on September 22, 2025.

Service teams and departments presented details on their proposed budgets from September 15 through September 22, 2025.

On September 2, 2025, the County Manager presented the 2026-2027 proposed biennial budget to the Board of Commissioners.

Attachments

None.