



# Board of Commissioners

## Agenda

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

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August 6, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

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### ROLL CALL

### PLEDGE OF ALLEGIANCE

### LAND ACKNOWLEDGEMENT

### INCOMING BOARD CHAIR STATEMENT

1. **Agenda of August 6, 2024 is Presented for Approval** [2024-249](#)  
Sponsors: County Manager's Office  
Approve the agenda of August 6, 2024.
2. **Minutes from July 23, 2024 are Presented for Approval** [2024-250](#)  
Sponsors: County Manager's Office  
Approve the July 23, 2024 Minutes.

### PRESENTATION OF AWARD

3. **Ramsey County Employee Achievement Award: Estrella Alarcon, Ramsey County Attorney's Office** [2024-004](#)  
Sponsors: Human Resources  
None. For information and discussion only.

### ADMINISTRATIVE ITEMS

4. **Agreement with Gentry Academy for Ice and Turf Rental** [2024-333](#)  
Sponsors: Parks & Recreation
  1. Approve agreement with Gentry Academy, 1420 County Road E East, Vadnais Heights, MN 55110, for ice and turf rental for the period upon execution through June 15, 2029, with an option to have one five-year renewal term through June 15, 2034, with the rates established by the Ramsey County Board of Commissioners.
  2. Authorize the Chair and Chief Clerk to approve the agreement.
5. **Appointment of Diane Holmgren, Interim Director of Public Health, as the Community Health Services Administrator and Agent of the Saint Paul -** [2024-339](#)

**Ramsey County Community Health Board**

Sponsors: Public Health

Appoint Diane Holmgren, interim Director of Public Health, as the Community Health Services Administrator and Agent of the Saint Paul - Ramsey County Community Health Board

**ORDINANCE PROCEDURES****6. Adopt the Emergency Management and Homeland Security Department Ordinance**[2024-292](#)

Sponsors: Emergency Management & Homeland Security

Adopt the Emergency Management and Homeland Security Department Ordinance.

**NATIONAL ASSOCIATION OF COUNTIES - OUTGOING PRESIDENT REMARKS****COUNTY CONNECTIONS****OUTSIDE BOARD AND COMMITTEE REPORTS****BOARD CHAIR UPDATE****ADJOURNMENT**

Following County Board Meeting:

10:30 a.m.(est) Board Workshop: Investing in the Housing Continuum - Courthouse Room 220, Large Conference Room

Public access via Zoom:

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

12:00 p.m. Closed meeting - **\*\*CLOSED TO PUBLIC\*\***

Re: Simpson v. Joyful Home Health Care LLC, et al.-- Courthouse Room 220, Large Conference Room

Advance Notice:

August 13, 2024 County board meeting – Council Chambers

August 20, 2024 County board meeting – Council Chambers

August 27, 2024 County board meeting – Council Chambers

September 3, 2024 County board meeting – Council Chambers



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2024-249

**Meeting Date:** 8/6/2024

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**Sponsor:** County Manager's Office

**Title**

Agenda of August 6, 2024 is Presented for Approval

**Recommendation**

Approve the agenda of August 6, 2024.



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2024-250

**Meeting Date:** 8/6/2024

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**Sponsor:** County Manager's Office

**Title**

Minutes from July 23, 2024 are Presented for Approval

**Recommendation**

Approve the July 23, 2024 Minutes.

**Attachments**

1. July 23, 2024 Minutes

# Board of Commissioners Minutes

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**July 23, 2024 - 9 a.m.**

**Council Chambers - Courthouse Room 300**

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The Ramsey County Board of Commissioners met in regular session at 9:02 a.m. with the following members present: Frethem, McGuire, Moran, Ortega, Reinhardt, Xiong and Chair Martinson. Also present were Johanna Berg, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

## **ROLL CALL**

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

## **PLEDGE OF ALLEGIANCE**

## **LAND ACKNOWLEDGEMENT**

Read by Commissioner Frethem

1. Agenda of July 23, 2024 is Presented for Approval [2024-246](#)

Sponsors: County Manager's Office

Approve the agenda of July 23, 2024.

Motion by McGuire, seconded by Ortega. Motion passed.

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

2. Minutes from July 9, 2024 are Presented for Approval [2024-248](#)

Sponsors: County Manager's Office

Approve the July 9, 2024 Minutes.

Motion by Ortega, seconded by Reinhardt. Motion passed.

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

## **PROCLAMATION**

3. Proclamation: Pretrial, Probation and Parole Supervision Week [2024-323](#)

Sponsors: Community Corrections

Discussion can be found on archived video.

## **ORDINANCE PROCEDURES**

4. Proposed Emergency Management and Homeland Security Department Ordinance - Waive Second Reading and Hold the Public Hearing [2024-291](#)

Sponsors: Emergency Management & Homeland Security

Chair Martinson opened the public hearing at 9:28 a.m. There were four speakers who signed up to provide public testimony, however, their testimony was not related to the proposed ordinance. Discussion can be found on archived video. The chair called three times for additional public comments. Hearing none, the chair closed the public hearing at 9:33 a.m.

Motion by Frethem, seconded by McGuire. Motion passed.

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

Resolution: B2024-130

## ADMINISTRATIVE ITEMS

5. Agreement with AECOM for Additional Design Services for the Park at RiversEdge [2024-092](#)

Sponsors: Community & Economic Development

1. Approve selection of and the agreement with AECOM for pre-schematic and schematic design services through June 30, 2025 not-to-exceed \$2,715,745.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2024-131

7. Amendments to the Project Budget and Financing Plan for the Battle Creek Regional Parks Waterworks Facility Renovation [2024-310](#)

Sponsors: Parks & Recreation

Approve the amended project budget and financing plan for the Battle Creek Waterworks water park renovation of \$5,393,223.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2024-132

8. Grant Agreement with the Minnesota Department of Natural Resources for Federal Recreational Trail Program 2024 Equipment Grant [2024-312](#)

Sponsors: Parks & Recreation

1. Ratify the submittal of the grant application to the Minnesota Department of Natural Resources for Federal Recreational Trail Program 2024 Equipment Grant.
2. Accept the grant award with the Minnesota Department of Natural Resources for the Federal Recreational Trail Program 2024 Equipment Grant in the amount of \$15,000 to develop an Off-Road Cycling Skills area at Battle Creek Regional Park.
3. Agree to provide a match in the amount of \$5,000 from Regional Rehab funds.
4. Approve naming Benjamin Karp, Landscape Architect with Ramsey County Parks & Recreation, located at 2015 Van Dyke St., Maplewood Minnesota, to act as the fiscal agent for the duration of the project as specified in the grant program requirements.
5. Agree that the Parks & Recreation department will maintain the area and equipment for no less than 20 years as specified in the grant program requirements.
6. Agree that Parks will comply with all applicable state and federal laws, environmental

requirements and regulations as stated in the grant agreement.

7. 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 Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2024-133

9. Grant Agreement with the Minnesota Department of Natural Resources for Federal Recreational Trail Program 2024 Grant Award for Trail Extension [2024-315](#)

Sponsors: Parks & Recreation

1. Ratify the submittal of the grant application to the Minnesota Department of Natural Resources for the 2024 Federal Recreational Trail Program for Trail Extension.
2. Accept the grant award from the Minnesota Department of Natural Resources for the 2024 Federal Recreational Trail Program in the amount of \$60,000 for the development of off-road trails in Battle Creek Regional Park.
3. Agree to provide a match in the amount of \$20,000 from Regional Rehab.
4. Approve naming Benjamin Karp, Landscape Architect with Ramsey County Parks & Recreation, located at 2015 Van Dyke St., Maplewood Minnesota, to act as the fiscal agent for the duration of the project as specified in the grant program requirements.
5. Agree that the Parks & Recreation department will maintain the off-road cycling trails for a period of no less than 20 years as specified in the grant program requirements.
6. Agree that Parks will comply with all applicable state and federal laws, environmental requirements and regulations as stated in the grant agreement.
7. 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 Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2024-134

10. Lease Agreement with Maplewood Partners, LLC for Temporary Service Center Space [2024-095](#)

Sponsors: Property Management, Enterprise and Administrative Services

1. Approve the Lease Agreement with Maplewood Partners, LLC, PO Box 688, White Bluff, TN, 37187, for 5,872 square feet of retail space in the Maplewood Mall located at 3001 White Bear Avenue North, Suite 1034, Maplewood, MN, 55109, for the period of September 1, 2024 through February 28, 2025, in the amount of \$33,764.
2. Authorize the Chair and Chief Clerk to execute the Lease Agreement.
3. Authorize the County Manager to execute non-financial documents and certifications related to the Lease Agreement or changes in property ownership.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2024-135

11. Agreement with Dering Pierson Group, LLC for Maplewood Mall Service Center Remodel Project [2024-322](#)

Sponsors: Property Management

1. Approve the selection of and agreement with Dering Pierson Group, LLC, 22401

Industrial Boulevard, Rogers, MN 55314, for the Maplewood Mall Service Center Remodel project, for the period of July 23, 2024 through July 22, 2025, in the not-to-exceed amount of \$446,900.

2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2024-136

**12. Appointments to the Workforce Innovation Board of Ramsey County** [2024-233](#)

Sponsors: Workforce Solutions

Appoint the following individuals to serve on the Workforce Innovation Board of Ramsey County for a term beginning on August 1, 2024 and ending on July 31, 2026:

- Jennifer Germain (incumbent) One-Stop Center Partner
- Tami Cybulski Business
- John Perlich (incumbent) Business
- Elisa Rasmussen (incumbent) Business

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2024-137

**13. Property Tax Abatements** [2024-294](#)

Sponsors: County Assessor's Office

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

- 01-28-23-14-0211, 233 Grand Avenue, Saint Paul
- 32-29-22-11-0124, 797 7th Street East, Saint Paul
- 25-29-23-32-0060, 906 Dale Street North, Saint Paul
- 20-30-22-22-0016, 400 Oak Grove Lane, Vadnais Heights

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2024-138

**14. Local Option Disaster Tax Abatements** [2024-308](#)

Sponsors: County Assessor's Office

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

- 24-29-23-11-0026, 1650 Marion Street, Saint Paul
- 21-28-23-12-0033, 1372 St Paul Avenue, Saint Paul

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2024-139

**15. Personnel Complement Increase in the Public Health Department through the Response Sustainability Grant.** [2024-301](#)

Sponsors: Public Health

Approve an increase in the personnel complement of the Public Health department by 3.0 Full Time Equivalents for the duration of the grant.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2024-140

- 16.** Personnel Complement Increase in the Public Health Department through the Foundational Public Health Responsibilities Grant [2024-302](#)

Sponsors: Public Health

Approve an increase in the personnel complement of the Public Health department by 1.0 Full Time Equivalent for the duration of the grant.

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2024-141

- 18.** Salary Schedule and Grade Allocation for Deputy Director Information Services - Unclassified Service [2024-321](#)

Sponsors: Human Resources

1. Approve the salary schedule and grade for a new unrepresented job classification: Deputy Director Information Services - Unclassified.
2. Approve designation of a new classification to the unclassified service in accordance with Minnesota Statutes 383A.285, Subdivision 3
  - Job Classification: Deputy Director Information Services - Unclassified
  - Schedule: 98B
  - Grade: 42
  - Annual Salary Range: \$114,115 - \$169,714

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2024-142

- 6.** Grant Award from the United States Department of Housing and Urban Development for the Continuum of Care Planning Grant [2024-319](#)

Sponsors: Housing Stability

1. Ratify the submittal of the grant application to the United States Department of Housing and Urban Development for the Continuum of Care Grant.
2. 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, 2025, to October 31, 2026, in the amount of \$364,065.
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. Approve an increase in the personnel complement of the Housing Stability Department by 1.0 Full Time Equivalent for the duration of the grant.

Motion by Xiong, seconded by Frethem. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong  
Resolution: [B2024-143](#)

- 17.** Amendment to the Agreement with Minnesota Department of Public Safety for Therapeutic Youth Treatment Homes and Violence Prevention - Wrap Around Service [2024-328](#)

Sponsors: County Attorney's Office, Sheriff's Office, Safety and Justice, Health and Wellness

1. Approve the amendment to the grant agreement with Minnesota Department of Public Safety for Therapeutic Youth Treatment Homes for the period upon execution through June 30, 2026.
2. Authorize the Chair and Chief Clerk to execute the amendment.
3. Authorize the County Manager to execute amendments to Minnesota Department of Public Safety for Therapeutic Youth Treatment Homes grant in accordance with the county's procurement policies and procedures, including changes to grant award amounts and grant extensions.
4. Authorize the County Manager to execute amendments to Minnesota Department of Public Safety for Violence Prevention - Wrap Around Services grant in accordance with the county's policies and procedures, including changes to grant award amounts and grant extensions.
5. Authorize the County Manager to enter into agreement 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 funds.

Motion by Xiong, seconded by McGuire. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong  
Resolution: [B2024-144](#)

## **POLICY ITEMS**

- 19.** Election of the Chair for the Remainder of 2024 [2024-309](#)

Sponsors: Board of Commissioners

Elect Commissioner Reinhardt as the Board Chair for the remainder of 2024.

Commissioner Moran nominated Commissioner Reinhardt. It was seconded by Commissioner McGuire.

Motion by Moran, seconded by McGuire. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong  
Resolution: [B2024-145](#)

- 20.** Election of the Vice-Chair for the Remainder of 2024 [2024-311](#)

Sponsors: Board of Commissioners

Elect Commissioner Rafael Ortega as the vice-chair for the remainder of 2024.

Commissioner Reinhardt nominated Commissioner Ortega for Vice-Chair.

Motion by Reinhardt, seconded by Frethem. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong  
Resolution: [B2024-146](#)

- 21.** Removal of Appointment to the Ramsey County Housing and Redevelopment Authority for 2024 [2024-316](#)

Sponsors: Board of Commissioners

Remove Commissioner Trista Martinson from the Housing and Redevelopment Authority for the remainder of 2024.

Commissioner Reinhardt nominated to remove Commissioner Martinson from the Ramsey County Housing and Redevelopment Authority.

Motion by Reinhardt, seconded by Frethem. Motion passed.

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

Resolution: B2024-147

- 22.** Removal of Appointment to the Ramsey County Regional Railroad Authority for 2024 [2024-313](#)

Sponsors: Board of Commissioners

Remove Commissioner Trista Martinson from the Ramsey County Regional Railroad Authority for the remainder of 2024.

Commissioner Reinhardt nominated to remove Commissioner Martinson from the Ramsey County Regional Railroad Authority.

Motion by Reinhardt, seconded by McGuire. Motion passed.

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

Resolution: B2024-148

- 23.** Amendment of Appointments to Standing Committees for 2024 [2024-314](#)

Sponsors: Board of Commissioners

Amend appointments to standing committees for the remainder of 2024.

Motion by Reinhardt, seconded by McGuire. Motion passed.

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

Resolution: B2024-149

- 24.** Amendment of Appointments to Outside Board for 2024 [2024-317](#)

Sponsors: Board of Commissioners

Amend the Appointments to Outside Boards and Committees for 2024

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

Resolution: B2024-150

## **COUNTY CONNECTIONS**

Presented by County Manager, Johanna Berg. 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 Martinson. Discussion can be found on archived video.

## **OUTGOING BOARD CHAIR REMARKS**

Remarks by outgoing Board Chair, Trista Martinson. Discussion can be found on archived video.

## **ADJOURNMENT**

Chair Martinson declared the meeting adjourned at 11:04 a.m.

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2024-004

**Meeting Date:** 8/6/2024

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**Sponsor:** Human Resources

**Title**

Ramsey County Employee Achievement Award: Estrella Alarcon, Ramsey County Attorney's Office

**Recommendation**

None. For information and discussion only.

**Background and Rationale**

Employee achievement awards <<https://ramseynet.us/achievement-award-archives>> are presented to Ramsey County employees whose job performance, productivity, and contributions to the goals of the county are exemplary. Nominations for an Achievement Award are submitted to the Human Resources Liaison to the Achievement Award Selection Committee for consideration. Nominations may be made in one or more of the following categories:

- Excellent job performance.
- Community contributions or heroic measures.
- Personal growth despite adversity.
- Demonstrated cost savings or resource enhancement.
- Environmental management, waste reduction or recycling.
- County work environment contributions.
- Contribution to diversity, equity, an inclusion.

The Achievement Award Selection Committee consists of county employees who volunteer from various departments, research, reviews and makes final recommendations on the nominations.

The Achievement Award Selection Committee has approved the nomination of employee Estrella Alarcon, Victim/Witness Advocate, Ramsey County Attorney's Office, to be recognized with an Employee Achievement Award in the category of *Excellent Job Performance*.

**Attachments**

1.Memorandum for Achievement Award Notice to Estrella Alarcon

Date May 30, 2024

**To:** Ramsey County Board of Commissioners  
**Cc:** Johanna Berg, County Manager  
Dr. Annie Porbeni, Chief Human Resources Officer

**From:** Kenny Cutler, Diversity, Inclusion & Organizational Development Specialist  
HR Liaison to RC Achievement Award Committee

**Subject:** Achievement Award for Estrella Alarcon, Ramsey County Attorney's Office

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The Ramsey County Employee Achievement Award Selection Committee has selected the following employee to receive an Achievement Award. This is to advise you that in accordance with County Board Resolutions, **Estrella Alarcon, Victim/Witness Advocate, Ramsey County Attorney's Office**, will receive an Employee Achievement Award. Presentation of the award will be made at the August 6th, 2024, meeting of the County Board.

#### **Nomination Summary**

Estrella Alarcon has been approved by the Ramsey County Achievement Award Selection Committee for an Employee Achievement Award in the category of "Excellent Job Performance."

In the words of her colleagues, Estrella is a phenomenal employee with a calming nature in the presence of stress.

She works with victims and witnesses of crimes with integrity and is known for her positive attitude.

She has experience and skill in many areas, including:

- Working with victims' families.
- Understanding court proceedings.
- Knowing when to reach out to attorneys.
- Understanding when different kinds of witnesses may be needed.

Estrella also goes above and beyond to help other advocates whenever they need it. She is a team player, and freely shares compliments with team members.

Estrella takes the initiative to get ahead of the game. When she sees a problem that she can help with, she does it.

She especially demonstrates her skill and expertise when she has in-person meetings with victims where she connects in a meaningful way.

In summary, the Achievement Award Selection Committee recommends that Estrella Alarcon be awarded an Employee Achievement Award in the category of "Excellent Job Performance."

CC: Johanna Berg; Dr. Annie Porbeni

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# Board of Commissioners

## Request for Board Action

**Item Number:** 2024-333

**Meeting Date:** 8/6/2024

**Sponsor:** Parks & Recreation

**Title**

Agreement with Gentry Academy for Ice and Turf Rental

**Recommendation**

1. Approve agreement with Gentry Academy, 1420 County Road E East, Vadnais Heights, MN 55110, for ice and turf rental for the period upon execution through June 15, 2029, with an option to have one five-year renewal term through June 15, 2034, with the rates established by the Ramsey County Board of Commissioners.
2. Authorize the Chair and Chief Clerk to approve the agreement.

**Background and Rationale**

An agreement has been negotiated with Gentry Academy, for use of a minimum of 600 hours of What I Need (W.I.N.) ice time and a minimum of 200 hours of non-W.I.N. ice time during each school year of the agreement, as well as 600 hours of W.I.N. turf time during each school year. W.I.N. ice and turf time are defined in the agreement and refer to daytime ice and turf hours rented.

Gentry Academy is an accredited Minnesota charter school for fifth through twelfth grade students. Students learn in a traditional classroom setting and W.I.N. curriculum is integrated, which allows students to focus on their desired discipline. Gentry Academy opened in 2014 and moved to their current location on the campus of TCO Sports Garden in 2017. TCO Sports Garden includes two regulation hockey rinks and a fieldhouse which Gentry Academy utilizes for hockey, soccer, lacrosse, and other sports and school programming. Gentry Academy's mission statement is "At the core of Gentry Academy's ability to build great leaders is the philosophy that true leadership does not come from a single characteristic but rather a collection of traits, values, and skills that work together. It is Gentry Academy's mission to strive to bring together this collection of traits, values, and skills on a daily basis so as to help the students achieve their best possible selves."

The initial term of this agreement is for five years with the option to renew for an additional five years. It is estimated that annual revenue generated from this agreement will be \$139,600 with a total of \$728,000 over the course of five years.

School Year (September 1 - June 1)	W.I.N. Ice Time Rate (Hourly)
Remainder of 2023-2024	\$80
2024 - 2025	\$88
2025 - 2026	\$88
2026 - 2027	\$93.50
2027 - 2028	\$93.50
2028 - 2029	\$99
Renewal Term	TBD Section 2

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

Gentry Academy's vision is to build leaders by creating a foundation "that all learning and development are built upon." Gentry Academy provides educational opportunities for all students. Revenues generated that exceed operational budget targets may be utilized to support additional outreach programming across the department such as activities in the parks like archery, biking, fishing, learn-to-skate programs, and more.

**Community Participation Level and Impact**

Community will be informed of this ongoing partnership through county website updates. Gentry Academy started in 2014 and has been located on the TCO Sports Garden Campus since 2017. In the 2024 - 2025 school year, Gentry Academy is anticipating enrollment to be around 240 students.

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

This agreement will provide revenue to TCO Sports Garden to provide guaranteed revenue for weekday, daytime ice and turf hours which typically are challenging to fill. It is estimated that annual revenue generated from this agreement will be \$139,600 with a total of \$728,000 over the course of five years. The yearly revenue is included in the approved 2024-2025 Parks and Recreation operating budget.

**Last Previous Action**

On November 6, 2018, the Ramsey County Board of Commissioners approved an amendment with Gentry Academy for ice and turf rental (Resolution B2018-288).

**Attachments**

1. Ice and Turf Rental Agreement

**ICE AND TURF RENTAL  
AGREEMENT  
BETWEEN RAMSEY COUNTY AND GENTRY ACADEMY**

7/8 This **ICE RENTAL AND TURF RENTAL** (“Agreement”) is effective as of \_\_\_\_\_, 2024 (the “Effective Date”), between Ramsey County, a political subdivision of the State of Minnesota, on behalf of the Parks & Recreation Department, 2015 Van Dyke Street, Maplewood, Minnesota 55109 (“County”), and Gentry Academy, a Minnesota charter school, 1420 County Road E East, Vadnais Heights, MN 55110 (“Gentry Academy”).

**RECITALS**

- A. The County owns and/or operates 10 ice arenas and 12 sheets of ice at various arenas, and one fieldhouse with three fields located throughout Ramsey County, which are offered to the public for rental and are listed in **Exhibit A** (the “County Facilities”), including TCO Sports Garden located at 1490 County Road E East, Vadnais Heights, Minnesota 55110 (“TCO Sports Garden”); and
- B. Gentry Academy is a Minnesota charter school formed and operating pursuant to Minnesota Statutes, Chapter 124E, and seeks a long-term agreement with the County for use of facilities that meet the needs of Gentry Academy as to availability of ice and turf time and facility amenities for use in its academic functions and extra-curricular athletic programming throughout the school year, and
- C. The County and Gentry Academy have agreed to the terms and conditions for Gentry Academy to use the facilities at the TCO Sports Garden and other County Facilities.

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

- 1. **Definitions.** In addition to other terms specifically defined elsewhere in this Agreement, the following capitalized words and phrases shall be defined as follows:
  - A. “School Year” means the period commencing on September 1 of any calendar year and running through and including the immediately following June 15.
  - B. “WIN Ice Time” means ice time at TCO Sports Garden, reserved or used by Gentry Academy for: (i) purposes of WIN academic programming (including physical education classes); or (ii) other Gentry Academy events approved in advance by the County. The definition of “WIN Ice Time” is further limited to include only ice time occurring during the School Year and during the following periods: Monday – Friday, 6:00 a.m. to 2:59 p.m. “WIN Ice Time” expressly excludes any ice time used or reserved for athletic or sports team practices or games.

- C. “Non-WIN Ice Time” means all ice time at the County Facilities, other than WIN Ice Time.
  - D. “WIN Ice Time Rate(s)” are the hourly rental rates for WIN Ice Time set forth in Section 4.
  - E. “Non-WIN Ice Time Rates” means the hourly rental rates for ice time that are generally offered to the public, as approved and modified from time to time by the Ramsey County Board of Commissioners (“County Board”). The County Board-approved Non-WIN Ice Time Rates for calendar year 2024 are set forth on **Exhibit B**.
  - F. “WIN Turf Time” means time in the indoor turf facility at TCO Sports Garden, reserved or used by Gentry Academy for: (i) purposes of WIN academic programming (including physical education classes); or (ii) other Gentry Academy events approved in advance by the County. The definition of “WIN Turf Time” is further limited to include only turf time occurring during the School Year and during the following periods: Monday – Friday, 6:00 a.m. to 2:59 p.m. “WIN Turf Time” expressly excludes any turf time used or reserved for athletic or sports team practices or games.
  - G. “WIN Turf Time Rate(s)” are the hourly rental rates for WIN Turf Time set forth in Section 6.
  - H. “Non-WIN Turf Time” means all turf time available for rent at indoor turf facility at TCO Sports Garden, other than WIN Turf Time.
  - I. “Non-WIN Turf Time Rates” means the hourly rental rates for turf time that are generally offered to the public, as approved and modified from time to time by the County Board. The County Board-approved Non-WIN Turf Time Rates for calendar year 2024 are set forth on **Exhibit B**.
2. **Term**. The term of this Agreement shall commence on the Effective Date and shall run through and including June 15, 2029 (the “Initial Term”), unless earlier terminated pursuant to the provisions of this Agreement. Provided Gentry Academy is not in default under this Agreement, Gentry Academy shall have the option to renew the term of this Agreement for a period of five years, commencing on June 16, 2029 and running through and including June 15, 2034 (the “Renewal Term”). Gentry Academy must notify the County of its intention to exercise the Renewal Term option on or before October 1, 2028 or its option to renew the term of this Agreement shall be waived. Except for WIN Ice Time Rates and WIN Turf Time Rates, the terms and conditions of the Renewal Term shall be the same as the terms and conditions set forth in this Agreement. WIN Ice Time Rates and WIN Turf Time Rates for the Renewal Term shall be established by agreement of the parties; provided, if the parties are unable to agree upon WIN Ice Time Rates and WIN Turf Time Rates for the Renewal Term on or before February 15, 2029, then the Renewal Term shall not take effect and this Agreement shall terminate upon the expiration of the Initial Term.

3. **School Year Ice Time Minimum Rental.** During each full School Year, Gentry Academy agrees to and shall purchase a minimum of 600 hours of WIN Ice Time, and a minimum of 200 hours of Non-WIN Ice Time. The parties acknowledge that all scheduling including September scheduling at specific locations will be at the sole discretion of the County.
  - A. The parties acknowledge that in order to meet the minimum rental hours obligations, Gentry Academy maybe required to rent hours at a variety of County Facilities and during a variety of hours that include prime and non-prime ice times not specified in this Agreement. The schedule for these ice rental times will be subject to the regular scheduling process of the County arena system.
  - B. The parties acknowledge that, if Gentry Academy has a need for more than 600 hours of WIN Ice Time or 200 hours of Non-WIN Ice Time, the County will endeavor to provide additional hours, at various arenas as the schedules allow.
  - C. Following the normal bulk scheduling process, the County agrees to provide Gentry Academy with its immediate next season ice schedule by July 1 of each year.
4. **Ice Time Rental Rates.**
  - A. *WIN Ice Time Rentals.* Gentry Academy shall pay the County for all WIN Ice Time at the applicable WIN Ice Time Rate for such School Year.

Notwithstanding anything to the contrary contained herein, and whether or not Gentry Academy actually reserves and/or uses 600 hours of WIN Ice Time during any School Year, Gentry Academy will be charged for and shall pay for a minimum of 600 hours of WIN Ice Time for such School Year, at the applicable WIN Ice Time Rate.

The WIN Ice Time Rates for each School Year are:

<b>School Year (September 1 – June 15)</b>	<b>WIN Ice Time Rate (hourly)</b>
2023-2024 (remainder)	\$80
2024 – 2025	\$88
2025 – 2026	\$88
2026 – 2027	\$93.50
2027 – 2028	\$93.50
2028 – 2029	\$99
Renewal Term (if applicable)	To be agreed-upon by the parties pursuant to Section 2.

If Gentry Academy reduces or eliminates WIN Ice Time for March through the end of any School Year, Gentry Academy must notify the County in writing no later than February 1 of that School Year. For purposes of this notice, an email from Gentry Academy to [parks@co.ramsey.mn.us](mailto:parks@co.ramsey.mn.us), Subject Line, “ATTN: Recreation Services Supervisor” is sufficient notice. In no event will any such reduction or elimination of WIN Ice Time reduce Gentry Academy’s obligation to pay for a minimum of 600 hours of WIN Ice Time for such School Year as set forth above.

- B. *Non-WIN Ice Time Rentals (i.e., Non-WIN Ice Time).* Gentry Academy shall pay the County for all Non-WIN Ice Time at the Non-WIN Ice Time Rates. Gentry Academy agrees that all Non-WIN Ice Time rentals will be booked at various arenas throughout Ramsey County as the schedules at those County arenas allow.
  - C. *Summer Ice.* By separate agreement, Gentry Academy will reserve ice time during the summer months at TCO Sports Garden for various camps. Ice time rates for summer camp bookings will be charged at the ice rental rates approved by the County Board.
  - D. *Unscheduled Ice Times.* Gentry Academy may book unscheduled ice times at the ice time rental rates approved by the County Board.
  - E. Ramsey County does not allow cancellations or returns of ice time of any kind. Gentry Academy will be required to pay for all reservations scheduled regardless of whether used or not. If the County officially closes the facility due to circumstances beyond the County’s reasonable control, Gentry Academy will not be required to pay for scheduled hours, and such hours will be deducted from the 800-hour minimum.
    - i. The exception to this will be that the County will allow WIN Ice Time to be refunded in the event of school closure due to weather or global pandemic.
5. **School Year Turf Time Minimum Rental.** During each School Year, Gentry Academy agrees to and shall purchase a minimum of 600 hours of WIN Turf Time. Scheduling turf hours will follow the normal County scheduling processes.
6. **Turf Rental Fees.**
- A. *WIN Turf Time Rentals.* Gentry Academy shall pay the County for all WIN Turf Time at the applicable WIN Turf Time Rate for such School Year.

Notwithstanding anything to the contrary contained herein, and whether or not Gentry Academy actually reserves and/or uses 600 hours of WIN Turf Time during any School Year, Gentry Academy will be charged for and shall pay for a minimum of 600 hours of WIN Turf Time for such School Year, at the applicable WIN Turf Time Rate. The WIN Turf Time Rates for each School Year are:

Academic Year September-June	WIN Turf Time Hourly Rental Rate
2023-2024 (remainder)	\$67.50
2024 – 2025	\$68
2025 – 2026	\$68
2026 – 2027	\$75
2027 – 2028	\$75
2028 – 2029	\$82
Renewal Term (if applicable)	To be agreed-upon by the parties pursuant to Section 2.

If Gentry Academy reduces or eliminates WIN Turf Time for March through the end of any School Year, Gentry Academy must notify the County in writing no later than February 1 of that School Year. For purposes of this notice, an email from Gentry Academy to [parks@co.ramsey.mn.us](mailto:parks@co.ramsey.mn.us), subject line “ATTN: Recreation Services Supervisor” is sufficient notice. In no event will any such reduction or elimination of WIN Turf Time reduce Gentry Academy’s obligation to pay for a minimum of 600 hours of WIN Turf Time for such School Year as set forth above.

B. *Non-WIN Turf Time Rentals (i.e., Non-WIN Turf Time)*. If needed, Gentry Academy may schedule turf time at Non-WIN Turf Times. Gentry Academy will pay the County for all Non-WIN Turf Time at the Non-WIN Turf Time Rates.

C. *Summer Turf Rental*. By separate agreement, if needed, Gentry Academy may reserve turf time during the summer months at TCO Sports Garden for various camps. Turf rates for summer camp bookings will be charged at the turf rental rates approved by the County Board.

D. *Unscheduled Turf Times*. Gentry Academy may book unscheduled turf times at the turf rental rates approved by the County Board.

E. Ramsey County does not allow cancellations or returns of turf time of any kind. Gentry Academy will be required to pay for all reservations scheduled regardless of whether used or not. If the County officially closes the facility due to circumstances beyond the County’s reasonable control, Gentry Academy will not be required to pay for scheduled hours, and such hours will be deducted from the 800-hour minimum.

- i. The exception to this will be that the County will allow WIN Turf Time to be refunded in the event of school closure due to weather or global pandemic.

7. **Invoices**. County will invoice Gentry Academy on approximately the 15<sup>th</sup> day of each month for all reservations in the upcoming month. Invoices are due and payable on or before the first day of the upcoming month. Gentry Academy agrees that reservations made constitute an

obligation of Gentry Academy to pay the balance of all fees, even if the reservation is not used by Gentry Academy. Additional reservations after the current invoice payment date has passed will be added to the next upcoming invoice. There is no penalty for prepayment.

8. **Assignment of Ice Time and Turf Time.**

- A. Gentry Academy may assign up to 75 hours of WIN Ice Time, 75 hours of Non-WIN Ice Time, and 75 hours of WIN Turf Time to another user or users, provided:
  - i. Gentry Academy may not charge an assignee a cost per hour that is higher than the cost per hour charged by the County;
  - ii. Gentry Academy notifies the County within twenty-four hours of any time that is assigned pursuant to this Section;
  - iii. Gentry Academy's assignee accepts in writing the terms of this Agreement as they reasonably apply to the assignee's use;
- B. After Gentry Academy has assigned its maximum allowed hours of WIN Ice Time, Non-WIN Ice Time, or WIN Turf Time (as applicable) in a School Year, before Gentry Academy assigns any additional hours, Gentry Academy must confer with Ramsey County Parks & Recreation staff. The County reserves the right to re-claim those hours. If the County does not re-claim the hours, Gentry will still be obligated to pay for the hours, but is free to assign those hours pursuant to the terms set forth in this Section.

9. **Gentry Academy Responsibilities.** Throughout the Term of this Agreement, Gentry Academy is responsible for the following:

- A. Supervising all Gentry Academy users, including students, agents, employees, members, and invitees, at all times during Gentry Academy's scheduled use of any County facility;
- B. Repairing or replacing any property of the County that is damaged by Gentry Academy, its students, agents, employees, members, or invitees;
- C. Ensuring all spaces used by Gentry Academy, its students, agents, employees, members, or invitees in any County facility are picked up, and equipment is put away; and
- D. Cleaning all locker rooms, showers, and restrooms that are reserved for Gentry Academy's exclusive use. Failure to maintain cleanliness in these areas may result in loss of use. County will provide written notification, email being sufficient, 24 hours prior to loss of use.

- E. Gentry Academy may have exclusive use, during the high school hockey season only of each School Year, of one varsity locker room for use by their hockey teams (may assign it to boys or girls) (the “Varsity Locker Room”). For purposes of this paragraph, the County reserves the sole right to declare the start and end date of each high school hockey season.
- a. Locker rooms may not be accessed when the building is closed.
  - b. Teams are responsible for cleaning of the Varsity Locker Room and showers, and restrooms associated with the Varsity Locker Room.
  - c. Any modifications to the Varsity Locker Room must be approved by the Arena Superintendent.
  - d. The Varsity Locker Room will remain accessible to County and patrons during the non-high school hockey season.
  - e. The County is not responsible for damage to property installed by Gentry Academy in the Varsity Locker Room.
  - f. Teams may store their gear for daily use in other locker rooms as designated by the Arena Superintendent.
  - g. During the school day, students may store their gear on racks near lobby at their risk.

10. **County Responsibilities.** Throughout the Term of this Agreement, the County is responsible for the following:

- A. Scheduling Ice Time and Turf Time;
- B. Opening and closing building(s) each day;
- C. Conducting daily inspection of mechanical equipment;
- D. Performing routine ice maintenance such as resurface ice, edge ice, flooding and leveling, and maintain all necessary equipment for the purpose of ice hockey practices and or games;
- E. Managing ice temperature to achieve consistent high-quality ice conditions;
- F. Managing turf to achieve consistent high-quality playing conditions;
- G. Performing routine building maintenance including cleaning and mopping common areas;
- H. Maintaining mechanical equipment such as furnaces, lighting, and refrigeration equipment;
- I. Performing snow removal of parking lots and walkways, and trash removal; and
- J. Paying utility costs.

11. **Insurance.**

- A. Gentry Academy agrees that it will carry, and will require its contractors and subcontractors to carry, the required insurance for commercial general liability in the minimum amount of \$2,000,000 per occurrence, \$3,000,000 general aggregate and \$1,000,000 additional general umbrella;
  - B. Gentry Academy will provide Ramsey County with a certificate of insurance naming Ramsey County as an additional insured. The certificate will indicate that the policy is endorsed to include Ramsey County, its officials, agents, employees, and volunteers as additional insured with respect to the operations/activities of Gentry Academy, its contractors and subcontractors under this Agreement including set up, take-down, and removal of all equipment; and
  - C. Gentry Academy waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers' liability, automobile liability, and umbrella liability insurance required of Gentry Academy under this Agreement.
12. **Indemnification**. Gentry Academy defend, indemnify and hold harmless the County, its officials, employees, volunteers, or agents against all actions, claims, demand, liabilities, injuries and damages, including reasonable attorney fees, whether to persons or property or both, which may be imposed upon or incurred by the County as a consequence, of or arising out of any act, default or omission on the part of Gentry Academy, its contractors, subcontractors, employees, agents or invitees in connection with the activity which Gentry Academy is conducting including set up and take-down. Nothing in this Agreement will be construed as, nor operate as, a waiver of the County's statutory or common law immunities or limitations on obligations set forth in this Agreement. The terms of this Agreement are expressly limited by the provisions of Minnesota Statutes, Chapters 466 and 604A, and any other applicable law or regulation providing limitations, defenses, or immunities to the County.
13. **Assignment of Agreement**. Except as expressly permitted in Section 8, Gentry Academy shall not assign this Agreement or any of its rights hereunder, or delegate any of its obligations hereunder, to any person, entity or other party.
14. **Data Practices**. The Parties will comply with the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 ("MGDPA"), and any other applicable statutes, any state rules adopted to implement the MGDPA, as well as federal statutes and regulations related to data privacy.
- A. Gentry Academy acknowledges that Ramsey County ice arenas, including the TCO Sports Garden, may be equipped now or in the future, with fixed camera systems for purposes of security. Such systems may capture and record activity on the ice rinks and turf. Gentry Academy further acknowledges data captured by such systems could be "government data" pursuant to the MGDPA and could be subject to release in compliance with the MGDPA.

- B. Gentry Academy further acknowledges that high school girls' and boys' hockey games are currently and may in the future be livestreamed by a third-party vendor. Gentry Academy acknowledges that the data captured by the vendor's livestream system is not in the control or possession of the County.
- C. Gentry Academy further acknowledges that the County is a political subdivision of the State of Minnesota pursuant to Minnesota Constitution Article XII, § 3, and Minnesota Statutes § 373.01, subd. 1. As such, the County is not a "public educational agency or institution" or "a person acting for [a public educational] agency or institution" as provided in Minnesota Statutes § 13.32 (educational data).

15. **Termination.**

- A. *With Cause.* Either party may terminate this Agreement if the other party violates any of the terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement. The defaulting party will be sent a notice of default by the other party, which will fully describe the alleged default. The defaulting party will have a period of 60 days from the date of the notice to cure the default. If the defaulting party fails to remedy the default with the 60-day cure period, the other party will have the right to immediately terminate this Agreement. In such event, regardless of which party serves notice of termination, the County will be entitled to receive all payments under this Agreement for ice rental through the effective date of the termination.
- B. *Without Cause.* Either party may terminate this Agreement without cause upon giving at least 180 days' written notice thereof to the other party. In such event, regardless of which party serves notice of termination, the County will be entitled to receive all payments under this Agreement for ice rental through the effective date of the termination. In no event will the termination of this Agreement waive any payment, ice rental fees, or other fees otherwise due through the effective date of termination. If one party delivers a Notice of Termination under this Section 15.B after September 1st of any year of this Agreement, regardless of the date of delivery, termination will not be effective until the end of the School Year.

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

Ramsey County	Gentry Academy
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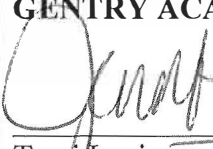


ATTN: Parks & Recreation Director 2015 Van Dyke Street Maplewood, MN 55109	ATTN: President 1420 County Road E East Vadnais Heights, MN 55110
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17. **Force Majeure.** The County will not be liable for any interruption to the availability of the Property to Gentry Academy that is due to any of the following causes, to the extent beyond the County's reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy; provided that the Parties stipulate that Force Majeure shall not include the novel coronavirus COVID-19 pandemic, which is ongoing as of the date of the execution of this Agreement.
18. **Severability.** If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable, such decision will not affect the validity of any remaining provisions, provided that: (i) each party receives the substantial benefit of its bargain with respect to the transaction completed hereby; and (ii) the ineffectiveness of such provision would not result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable for either party. The remaining provisions will remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this Agreement without including any such part or portion which may be hereafter declared invalid.
19. **Signatures/Execution.** Each person executing this Agreement on behalf of a party to this Agreement represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. The parties agree that the electronic signature of a party to this Agreement will be as valid as an original signature of such party and will be effective to bind such party to this Agreement. The parties further agree that any document containing, or to which there is affixed, an electronic signature will be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is transmitted by any electronic means, including without limitation a facsimile version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature will not affect the enforceability of this Agreement.

20. **Governing Law.** The County and Gentry Academy agree that the laws of the State of Minnesota will govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the undersigned parties and performance under it without regard to the principles of conflicts of law. The language of this Agreement is and will be deemed the result of negotiation among the parties and their respective legal counsel and will not be strictly construed for or against any party. Each party agrees that any action arising out of or in connection with this Agreement will be brought solely in the courts of the State of Minnesota, Second Judicial District, or the United States District Court for the District of Minnesota.
21. **Entire Agreement.** This Agreement represents the entire agreement between the parties. This Agreement supersedes all prior discussions, understandings, and other agreements of the parties, oral or written, relating to this Agreement.
22. **Relationship of the Parties.** Nothing contained in this Agreement will be deemed or construed to create a partnership, joint venture, joint enterprise, or other fiduciary relationship between the County and Gentry Academy as related to the Property. Neither party is authorized to act as an agent or on behalf of the other party.
23. **No Waiver.** No waiver by the County of any of the provisions of this Agreement will be deemed a waiver of any other provisions, whether or not similar, nor will any waiver by the County be a continuing waiver. No waiver by the County will be binding unless executed in writing by the County.
24. **Incorporation of Recitals and Exhibits.** The parties agree that the Recitals made at the beginning of this Agreement, and the Exhibits attached to this Agreement, are true and correct, and by this reference, are incorporated into and made part of this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized officers and representatives effective as of the Effective Date.

RAMSEY COUNTY	GENTRY ACADEMY
<hr/>	 <hr/>
Victoria Reinhardt, Chair Ramsey County Board of Commissioners	<del>Tami Lucius</del> Jennifer Kunk President
Date: _____	Date: <u>7/8/24</u>
<hr/>	
Mee Cheng, Chief Clerk Ramsey County Board of Commissioners	
Date: _____	
<i>Approval Recommended by:</i>	
 <hr/>	
Mark McCabe Director Parks and Recreation	
<i>Approved as to form:</i>	
 <hr/>	
Assistant County Attorney	

**Exhibit A**  
County Facilities Locations

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

## **EXHIBIT B**

Non-WIN Ice Time rental categories are established as follows:

- Weekday Prime hours: between 2:00 p.m. and 9:39 p.m., Monday – Friday;
- Weekend Prime hours: 7:00 a.m. and 9:39 p.m., Saturdays and Sunday;
- Games and Tournaments: Weekday Prime hours or Weekend Prime Hours, depending on scheduled time for game or tournament.

Non-WIN Turf Time rental categories are established as follows:

- Weekday Prime hours: between 2:00 p.m. and 9:00 p.m., Monday – Friday;
- Weekend Prime hours: 7:00 a.m. and 9:00 p.m., Saturdays and Sunday;
- Games and Tournaments: Weekday Prime hours or Weekend Prime Hours, depending on scheduled time for game or tournament.

### **County Board-Approved Non-WIN Ice Time Rates and Non-WIN Turf Time Rates for calendar year 2024**

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

<b>TCO TURF RATES</b>	
<b>Fall/Winter TCO Turf (October 16- April 30)</b>	<b>Hourly Rate</b>
Prime Time Rate for Practice Field (4 - 8:59 pm Sun-Sat)	\$175
Non-Prime Rate PM (9 pm - 11 pm Sun-Sat)	\$97
Non-Prime Rate AM Rate (6 am - 3:59 pm Mon-Fri)	\$97
Prime Time Rate for FULL soccer field (4 - 8:59 pm Sun-Sat)	\$525
Non-Prime PM Rate (9 pm - 11 pm Sun-Sat)	\$291
Non-Prime AM Rate (6 am - 3:59 pm Mon-Fri)	\$291
Fire Rate Practice Field (Purchased within 7 Days 6am-11pm Mon-Sun)	\$90
Fire Rate Full Field (Purchased within 7 Days 6am-11pm Mon-Sun)	\$270
Batting Cages (per cage)	\$25
<b>Summer TCO Turf rates (May 1-October 15)</b>	<b>Hourly Rate</b>
Prime Time Rate for Practice Field (all day)	\$55
Prime Time Rate for FULL soccer field (all day)	\$165
Batting Cages (per cage)	\$25
Turf/Ice Combo	\$40

# Board of Commissioners

## Request for Board Action

**Item Number:** 2024-339

**Meeting Date:** 8/6/2024

**Sponsor:** Public Health

### Title

Appointment of Diane Holmgren, Interim Director of Public Health, as the Community Health Services Administrator and Agent of the Saint Paul - Ramsey County Community Health Board

### Recommendation

Appoint Diane Holmgren, interim Director of Public Health, as the Community Health Services Administrator and Agent of the Saint Paul - Ramsey County Community Health Board

### Background and Rationale

Minnesota State Statutes 145A.03 requires each community health board to appoint a Community Health Services (CHS) Administrator and Agent of the Saint Paul - Ramsey County Community Health Board. Minnesota Rules section 4736.0110 sets forth minimum required qualifications for CHS Administrators to ensure qualified public health leadership at the local level. The CHS Administrator is responsible for the following, consistent with the Local Public Health Act and agreements:

- Assure the community health board meets the requirements of Minnesota Statutes Chapter 145A (Local Public Health Act), as well as relevant federal requirements.
- Assure the community health board meets the responsibilities outlined in the Local Public Health assurances and agreements.
- Provide input and involvement in local and state public health policy development (as well as national, where applicable).
- Communicate public health matters to the Ramsey County Board of Commissioners/Community Health Board.
- Coordinate or assure the Local Public Health assessment and planning cycle.
- Possess oversight and approval of Local Public Health Act annual reporting.
- Participate in the State Community Health Services Advisory Committee (SCHSAC) and workgroups.
- Possess signature authority for routine matters of the community health board (serve as the Agent of the Board).

The resolution associated with this action, requests board approval for Diane Holmgren, interim Director of Public Health, to serve as the CHS Administrator, Saint Paul - Ramsey County Community Health Board's agent and be granted signature authority for routine matters of business with the Minnesota Department of Health, such as communication, signing and submitting financial and program reports, as well as grant applications.

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

☒ Well-being      ☒ Prosperity      ☒ Opportunity      ☒ Accountability

### Racial Equity Impact

Ramsey County's vision for a vibrant community where all are valued and thrive is dependent on being a

community where all residents can experience fair outcomes and opportunities for advancement and growth. Public Health programs and services are directly and indirectly connected to the health and well-being of all residents. The department under the guidance of the Public Health Director has an important role and responsibility to advance racial and health equity with an emphasis on social determinants of health and reaching underserved and racially and ethnically diverse communities in the county.

**Community Participation Level and Impact**

The Minnesota Department of Health provides numerous opportunities for grant funding based on assessments of the needs of Minnesota residents. Public Health engages county residents to align programming to meet their needs and applies for grants that support that work. Participation includes membership on advisory committees, work with trusted messengers and community partners that represent the diverse communities served, and a strong alignment with the Racial and Health Equity Administrators and Liaisons to advance racial and health equity through shared community power.

☒ Inform      ☒ Consult      ☒ Involve      ☒ Collaborate      ☐ Empower

**Fiscal Impact**

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

**Last Previous Action**

On December 14, 2021, the Ramsey County Board approved the appointment of Sara Hollie Director of Public Health, as the Community Health Services Administrator and Agent of the Saint Paul - Ramsey County Community Health Board (Resolution B2021-271).

**Attachments**

None.

# Board of Commissioners

## Request for Board Action

**Item Number:** 2024-292

**Meeting Date:** 8/6/2024

**Sponsor:** Emergency Management & Homeland Security

**Title**

Adopt the Emergency Management and Homeland Security Department Ordinance

**Recommendation**

Adopt the Emergency Management and Homeland Security Department Ordinance.

**Background and Rationale**

In 2021, the County Manager's Office coordinated a comprehensive review of county policy documents including the Ramsey County Administrative Code. The review identified ambiguous language referring to Emergency Management and Homeland Security (EMHS) as both a division and a department within the Safety and Justice Service Team. The request to establish EMHS as a department under the Safety and Justice Service Team requires a change in an ordinance and needs board approval.

The Ramsey County Home Rule Charter section 5.02 states each proposed ordinance shall receive two readings: first, at the time it is presented, and second, at the time of the public hearing as required by law. Both readings have been waived and a copy of the ordinance was supplied to each member of the county board prior to its introduction. A public hearing for the proposed ordinance occurred on July 23, 2024 at 9:00 a.m. at the Saint Paul City Hall/Ramsey County Courthouse - Council Chambers and members of the community did attend. Although community members signed up to provide public testimonies, their testimonies were not related to the proposed ordinance. In addition, four public testimonies were submitted to the Chief Clerk's Office.

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

☐ Well-being      ☐ Prosperity      ☐ Opportunity      ☒ Accountability

**Racial Equity Impact**

There is no direct racial equity impact linked to this ordinance request. This action is administrative only. The Ramsey County department of Emergency Management and Homeland Security serves the entire community.

**Community Participation Level and Impact**

A public hearing for the proposed ordinance change occurred on July 23, 2024 at 9:00 a.m. at the Saint Paul City Hall/Ramsey County Courthouse - Council Chambers. Members of the community were invited to attend and provide input. Although community members signed up to provide public testimonies, their testimonies were not related to the proposed ordinance. In addition, four public testimonies were submitted to the Chief Clerk's Office.

☒ Inform      ☐ Consult      ☐ Involve      ☐ Collaborate      ☐ Empower

**Fiscal Impact**

There is no fiscal impact associated with this board request.

**Last Previous Action**

On July 23, 2024, the Ramsey County Board waived the second reading and held a public hearing the proposed Emergency Management and Homeland Security Ordinance (Resolution B2024-130).

On July 2, 2024, the Ramsey County Board waived the first reading and set the public hearing date of July 23, 2024 for the proposed Emergency Management and Homeland Security Ordinance (Resolution B2024-122).

**Attachments**

1. Proposed Ordinance
2. Proposed Schedule

## PROPOSED ORDINANCE

An ordinance requiring the establishment of the Emergency Management and Homeland Security Department

WHEREAS, Emergency Management and Homeland Security function resides in the Safety and Justice Service Team, having previously been established in Administrative Code section 4.43.00, as a division of the County Manager's Office under the supervision and direction of the County Manager; and

WHEREAS, Emergency Management and Homeland Security current budget, structure and functions operate under Safety and Justice Service Team; and

WHEREAS, the establishment of Emergency Management and Homeland Security as a department within the Safety and Justice Service Team will formalize the organizational structure, including budget and Full-Time Equivalents; and

WHEREAS, Emergency Management and Homeland Security Department performs both mandated and non-mandated services that enhance community resilience by coordinating plans and procedures for disaster preparedness affecting Ramsey County residents, agencies, and businesses; and

WHEREAS, The County Board has determined formally changing the language to refer to Emergency Management and Homeland Security as a department within the Safety and Justice Service Team is in the best interests of the County; and

WHEREAS, Section 5.01 of the Ramsey County Home Rule Charter requires that the establishment, structure, merger or abolishment of a department, office, agency, board or commission, must occur by approval of an ordinance; Now, Therefore, Be It

ORDAINED, The Ramsey County Board of Commissioners approves the establishment of the Emergency Management and Homeland Security Department, which shall remain within the Safety and Justice Service Team.

## PRPOSED SCHEDULE OF EVENTS

July 2, 2024	First Reading of Ordinance Set Date for Public Hearing
July 10, 2024	Publication of Public Hearing Notice
July 23, 2024	Second Reading of Ordinance Hold Public Hearing
August 6, 2024	Action on Adoption of Ordinance
September 20, 2024	Effective date of Ordinance (45-day referendum periods ends)

