



Board of Commissioners

Agenda

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

May 6, 2025 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of May 6, 2025 is Presented for Approval** [2024-554](#)

Sponsors: County Manager's Office

Approve the agenda of May 6, 2025.

2. **Minutes from April 22, 2025 are Presented for Approval** [2024-567](#)

Sponsors: County Manager's Office

Approve the April 22, 2025 Minutes.

PROCLAMATION

3. **Proclamation: Correctional Officers Week** [2025-028](#)

Sponsors: Sheriff's Office, Community Corrections

4. **Proclamation: American Indian Month** [2025-155](#)

Sponsors: Policy & Planning

ADMINISTRATIVE ITEMS

5. **Lease Agreement with the City of Saint Paul Board of Water Commissioners for Ramsey County Emergency Communications Shelter** [2025-139](#)

Sponsors: Emergency Communications

1. Approve the lease agreement with the City of Saint Paul Board of Water Commissioners for the Maplewood Water Tank at 645 Sterling Street South Maplewood Minnesota 55119 for the period upon execution to January 2029, with three additional five year renewals.
2. Authorize the Chair and Chief Clerk to execute the lease agreement.
3. Authorize the County Manager to execute amendments that do not have a financial impact.

6. Amendment to Lease Agreement with the City of White Bear Lake 4701 Highway 61 White Bear Lake MN 55110 for use of the White Bear Lake Water tower [2025-140](#)

Sponsors: Emergency Communications

1. Approve the amendment to the lease agreement with the City of White Bear Lake 4701 Highway 61 White Bear Lake MN 55110 for the use of the city water tower at 4636 Centerville Road White Bear Lake Minnesota 55127 for the period upon execution to January 2035.
2. Authorize the Chair and Chief Clerk to execute the amendment.
3. Authorize the County Manager to execute amendments that do not have a financial impact.

7. Joint Powers Agreement with Minnesota Department of Public Safety, Bureau of Criminal Apprehension for Participation in the Minnesota Anti-Methamphetamine Task Force Program [2025-154](#)

Sponsors: Sheriff's Office

1. Approve the Joint Powers Agreement with the Minnesota Department of Public Safety, Bureau of Criminal Apprehension, 1430 Maryland Street East, Saint Paul, MN 55406 for participation in the Minnesota Anti-Methamphetamine Task Force Program upon execution through five years from the fully executed agreement.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

8. Resolution to Support Proposed Art Project Application [2025-106](#)

Sponsors: Parks & Recreation

1. Affirm support for the proposed public art project at Keller Regional Park submitted to Minnesota Department of Transportation Art for the Trunk Highway Program.
2. Authorize the Chief Clerk to execute the Minnesota Department of Transportation supporting resolution.
3. Authorize the Ramsey 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.

9. Terms of Collective Bargaining Agreement with Law Enforcement Labor Services Local 349 9-1-1 Telecommunicators and Public Safety Dispatchers for the years 2025, 2026, and 2027 [2025-157](#)

Sponsors: Human Resources

1. Approve the terms of the collective bargaining agreement with Law Enforcement Labor Services Local 349 9-1-1 Telecommunicators and Public Safety Dispatchers for the years 2025, 2026, and 2027.
2. Authorize the Chair and the County Manager to execute the agreement.

10. Terms of Collective Bargaining Agreement with Ramsey County Supervisors Association for the years 2025, 2026, and 2027 [2025-158](#)

Sponsors: Human Resources

1. Approve the terms of the collective bargaining agreement with Ramsey County Supervisors Association for the years 2025, 2026, and 2027.
2. Authorize the Chair and the County Manager to execute the agreement.

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

Following County Board Meeting:

10:00 a.m. (est.) Housing and Redevelopment Authority Meeting
Council Chambers – Courthouse Room 300

10:30 a.m. (est.) Board Workshop: Saint Paul Indians in Action
Courthouse Room 220, Large Conference Room
Public access via Zoom:
Webinar ID: 917 1823 8667 | Passcode: 173774 | Phone: 651-372-8299

1:30 p.m. Closed Meeting *Closed to the Public*
Re: Waters v. Ramsey County
Courthouse Room 220, Large Conference Room

Advance Notice:

May 13, 2025	County board meeting – Council Chambers
May 20, 2025	County board meeting – Council Chambers
May 27, 2025	County board meeting – Council Chambers
June 03, 2025	County board meeting – Council Chambers



Board of Commissioners

Request for Board Action

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

Item Number: 2024-554

Meeting Date: 5/6/2025

Sponsor: County Manager's Office

Title

Agenda of May 6, 2025 is Presented for Approval

Recommendation

Approve the agenda of May 6, 2025.



Board of Commissioners

Request for Board Action

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

Item Number: 2024-567

Meeting Date: 5/6/2025

Sponsor: County Manager's Office

Title

Minutes from April 22, 2025 are Presented for Approval

Recommendation

Approve the April 22, 2025 Minutes.

Attachments

1. April 22, 2025 Minutes

Board of Commissioners Minutes

April 22, 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 Jebens-Singh.

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

Sponsors: County Manager's Office

Approve the agenda of April 22, 2025.

Motion by Moran, seconded by Xiong. Motion passed.

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

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

Sponsors: County Manager's Office

Approve the April 15, 2025 Minutes.

Motion by Moran, seconded by Miller. Motion passed.

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

PROCLAMATION

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

Sponsors: Human Resources

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

ADMINISTRATIVE ITEMS

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

Sponsors: Parks & Recreation

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

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

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

Resolution: B2025-079

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

Sponsors: Parks & Recreation

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

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

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

Resolution: B2025-080

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

Sponsors: Board of Commissioners

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

Discussion can be found in archived video.

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

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

Resolution: B2025-081

PRESENTATION

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

Sponsors: County Manager's Office

None. For information and discussion only.

Presented by Ling Becker, County Manager; Maria Sarabia, Chief of Staff; and Alex Kotze, Interim Deputy County Manager of Health and Wellness. Discussion can be found in archived video.

LEGISLATIVE UPDATE

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

COUNTY CONNECTIONS

Presented by County Manager, Ling Becker. Discussion can be found on archived video.

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

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

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:40 a.m.

CLOSED MEETING

Pursuant to Minnesota Statutes § 13D.05, subd. 3(c)(3) (to develop or consider offers or counteroffers for the purchase or sale of real property), the Ramsey County Board will meet in a closed meeting, which is not open to the public.

In Re: 160 East Kellogg Blvd: The property that is the subject of this meeting is located in the city of St. Paul on 160 East Kellogg Boulevard.

The Closed Meeting was called to order at 12:24 p.m.

Present: Commissioners Ortega, Jebens-Singh, McGuire, Moran, Miller, McMurtrey, Xiong. Also present were Ling Becker, County Manager; Jada Lewis, Civil Division Director, County Attorney's Office; Kathleen Ritter (virtual), Assistant County Attorney, County Attorney's Office, Kari Collins, Deputy County Manager, Economic Growth and Community Investment Service Team, Jean Krueger, Director, Property Management; Josh Olson, Director, Community and Economic Development, Chris Gliedman, CBRE Group; Frank Sherwood, CBRE Group; Michael Rogers, Deputy Director - Multimodal Planning, Public Works; Scott Schwahn, Senior Assistant County Attorney, County Attorney's Office; Deanna Pesik, Compliance and Ethics Officer; Alex Kotze, Interim Deputy County Manager, Health & Wellness Service Team, Jason Yang, Chief Clerk, County Manager's Office.

Motion to approve the following recommendations with Headmark by Commissioner Jebens-Singh. Seconded by Commissioner McMurtrey. Unanimously approved.

1. Negotiate a Letter of Intent with selected contractor.
2. Negotiate a purchase and sale agreement with selected contractor.
3. Return to the county board for approval and execution of purchase and sale agreement.

NOW, THEREFORE, BE IT RESOLVED, the Board of Ramsey County Commissioners authorizes the Office of the Ramsey County staff to proceed as discussed in this closed meeting (B2025-082).

The closed meeting was adjourned at 1:39 p.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2025-028

Meeting Date: 5/6/2025

Sponsor: Sheriff's Office & Community Corrections

Title

Proclamation: Correctional Officers Week

Attachments

1. Proclamation

Proclamation

WHEREAS, Since 1984 the United States has recognized the first full week in May as “National Correctional Officers and Employees Week”; and

WHEREAS, Ramsey County employs over 300 full-time and intermittent Correctional Officers, Sergeants, Lieutenants, Captains, and support staff through both the Sheriff’s Office and Community Corrections Department; and

WHEREAS, Ramsey County Correctional Officers are skilled professionals who serve 24 hours a day, 365 days a year to safely, securely, and humanely house individuals within the county, often in the face of complex mental health and medical conditions, violence, and danger; and

WHEREAS, Last year, Ramsey County Correctional Officers safely and efficiently managed thousands of individuals at the Adult Detention Center and Correctional Facility; and

WHEREAS, In 2025, Correctional Officers face challenging and potentially dangerous situations, but continue serving honorably and with dignity, regardless of violence, medical conditions, and illnesses acquired while on duty; and

WHEREAS, Ramsey County Correctional Officers remain committed to their duty to keep the individuals, staff, and community safe, no matter the threat; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares the week of May 4 - 10, 2025 as Correctional Officers Week in Ramsey County in honor of the dedicated professionals who safeguard the county’s diverse populations; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners encourages all of Ramsey County residents in the community to celebrate with Correctional Officers in Ramsey County for the essential public service they provide.


Rafael Ortega, Board Chair, District 5

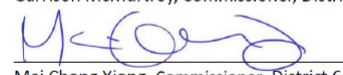

Mary Jo McGuire, Commissioner, District 2

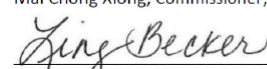

Rena Moran, Commissioner, District 4


Kelly Miller, Commissioner, District 7


Tara Jebens-Singh, Commissioner, District 1


Garrison McMurtrey, Commissioner, District 3


Mai Chong Xiong, Commissioner, District 6


Ling Becker, County Manager



Board of Commissioners

Request for Board Action

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

Item Number: 2025-155

Meeting Date: 5/6/2025

Sponsor: Policy & Planning

Title

Proclamation: American Indian Month

Attachments

1. Proclamation

Proclamation

WHEREAS, American Indian Month is celebrated every year in the month of May to recognize as an important time to celebrate the rich and diverse cultures, traditions, and histories and to acknowledge the important contributions of American Indian people; and

WHEREAS, Throughout May, American Indian organizations and Tribal Urban Offices open their doors to community and allies, inviting all to learn about their vital programs and services- from perinatal care to elder support- and to celebrate together with events such as feasts, powwows, ice cream socials, and job fairs, offering meaningful opportunities to highlight the strength, resilience and ongoing contributions of American Indian communities while fostering connection across generations; and

WHEREAS, It is also an opportune time to educate the general public about its vibrant urban community and Tribes, raise a general awareness about the unique challenges American Indian people have faced both historically and in the present, and the ways in which Tribal Nations and citizens have worked to conquer these challenges; and

WHEREAS, The land in present day known as Ramsey County is located on the ancestral and contemporary lands of American Indian people, and home to the American Indian people of Turtle Island since time immemorial, and without whom, the building of this county would not have been possible and holds great historical, spiritual, and personal significance for its original stewards; and

WHEREAS, The name Ramsey County uncovers the truths and long-standing impact, harm, genocide and racism, at the direction of Governor Ramsey to forcefully remove the area's American Indian residents from their homelands, including the declaration that "the Sioux Indians of Minnesota must be exterminated or driven forever beyond the borders of the state," which led to the lynching of 38 Dakota men in Mankato on December 26, 1862; and

WHEREAS, Ramsey County strives to eliminate systemic racism towards American Indian people and seeks to promote practices and policies that honor the state's American Indian roots, history and contributions, and reflect the experiences of American Indian people, to ensure greater access and opportunity; and

WHEREAS, American Indian people have made essential contributions to the landscape of Minnesota and Ramsey County, including, intrinsic traditional knowledge, experience, labor, technology, science, philosophy, industry, arts, as well as their cultural belief system that stipulates American Indian people as protectors and stewards of our natural environment for the benefit of all; and

WHEREAS, We recognize and honor the treaties made by Tribal Nations and the United States Government that entitle non-Native people to live and work on traditional Native lands; Now, Therefore, Be It

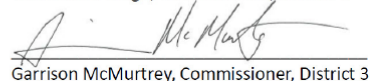
PROCLAIMED, The Ramsey County Board of Commissioners declares May 2025 as American Indian Month in Ramsey County in order to promote appreciation, healing, reconciliation, understanding, friendship and continued partnerships with the American Indian community; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners encourages all residents in the community to honor and celebrate the many American Indian Minnesotans and Ramsey County residents that remind us daily of our rich American Indian heritage.


Rafael Ortega, Board Chair, District 5


Tara Jebens-Singh, Commissioner, District 1

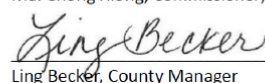

Mary Jo McGuire, Commissioner, District 2


Garrison McMurtrey, Commissioner, District 3


Rena Moran, Commissioner, District 4


Mai Chong Xiong, Commissioner, District 6


Kelly Miller, Commissioner, District 7


Ling Becker, County Manager

Board of Commissioners

Request for Board Action

Item Number: 2025-139

Meeting Date: 5/6/2025

Sponsor: Emergency Communications

Title

Lease Agreement with the City of Saint Paul Board of Water Commissioners for Ramsey County Emergency Communications Shelter

Recommendation

1. Approve the lease agreement with the City of Saint Paul Board of Water Commissioners for the Maplewood Water Tank at 645 Sterling Street South Maplewood Minnesota 55119 for the period upon execution to January 2029, with three additional five year renewals.
2. Authorize the Chair and Chief Clerk to execute the lease agreement.
3. Authorize the County Manager to execute amendments that do not have a financial impact.

Background and Rationale

Ramsey County Emergency Communications lease space from the City of Saint Paul Board of Water Commissioners to place an equipment shelter at the Maplewood water tank. The lease for the use of this space is expiring and Emergency Communications needs board approval to enter into a new agreement.

Emergency Communications owns, operates, and maintains seven radios sites that support the Allied Radio Matrix for Emergency Response. The Maplewood water tank is part of that radio system and currently host approximately 126 square feet equipment shelter that supports the public safety communications system. The City of Saint Paul Board of Water Commissioners and the Ramsey County Director of Emergency Communications supports renewing the lease at this location at no cost to the county.

County Goals (Check those advanced by Action)

☒ Well-being ☐ Prosperity ☐ Opportunity ☐ Accountability

Racial Equity Impact

No direct racial equity impact is linked to this agreement. The lease agreement is an administrative action and Ramsey County's involvement serves the entire community.

Community Participation Level and Impact

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

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

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

Last Previous Action

On May 10, 2005 the Ramsey County Board of Commissioners approved the site lease agreement between the Board of Water Commissioners for the placement of public safety communication system (Resolution 2005-187).

Attachments

1. Lease agreement
2. Ramsey County Signature page

SITE LEASE AGREEMENT

**Between BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL and
RAMSEY COUNTY**

This Lease Agreement (“Lease”) is entered into this first day of January, 2025, between the **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**, a Minnesota municipal corporation (“Lessor”), and, **RAMSEY COUNTY** (“Lessee”).

In consideration of the terms and conditions of this Lease, the parties agree as follows:

1. Leased Premises.

- (a) Lessor hereby leases to Lessee certain space located at and on Lessor’s Sterling Street Water Tank at 645 Sterling Street South, Maplewood, Minnesota 55119 and legally described in Exhibit “A” *Legal Description*. The water storage facility and its appurtenances (“Structure”), and the Lessor’s land upon which the Structure is situated are collectively called (“the Property”). The property interest leased and granted by the Lessor to Lessee (collectively, the “Leased Premises”) consists of the following:

- (1) *ground space comprised of approximately 126 square feet, as labeled “NEW 12x35’ EQUIPMENT SHELTER AND FOUNDATION BY OTHERS” on Sheet A02 (Site Plan) of Exhibit B, subject to any and all existing easements;*
- (2) structure exterior space for attachment of antennas at alpha, beta & gamma sectors at 109 FAGL, as shown on Sheet A05 (Tank Elevation & Roof Plan) of Exhibit B;
- (3) space required for cable runs to connect equipment and antennas;
- (4) non-exclusive easements over, under and across the Property as reasonably needed to run utility lines and cables;
- (5) non-exclusive easement across the Property for access.

- (b) No other space or property interests are being leased to Lessee except as described above and as described on Exhibit “A” *Legal Description*.

2. Terms/Renewals.

- (a) The initial term of this Lease shall commence on January 1, 2025 (the “Commencement Date”) and shall expire on December 31, 2029. Lessee and Lessor agree to enter into a memorandum confirming the Commencement Date, as contained in Exhibit “E” *Memorandum of Lease Recording*.
- (b) Lessee shall have the right to extend this Lease for three (3) additional five (5) year terms (each a “Renewal Term”) subject to (c) below.
- (c) This Lease shall automatically be renewed for each successive Renewal Term unless Lessee is in default beyond applicable notice and cure periods of any of the terms or conditions of this Lease, or unless Lessee provides Lessor with written notice of its intention not to renew not less than thirty (30) days prior to commencement of the succeeding Renewal Term.

3. **Rent.**

- (a) Lessee shall make all payments of rent to Lessor at the following address or until otherwise notified of a change in address:

Board of Water Commissioners
Attn: SPRWS Accounting
1900 Rice Street, Office Building
Saint Paul, Minnesota 55113

- (b) Lessor’s FIN number is # 41-6005521.

The Base Rent shall be waived.

- (1) Lessee shall not install and/or operate any additional antennas or related equipment beyond those facilities and frequencies identified in Exhibit “C” *Antenna Facilities and Frequencies* (“Antenna Facilities”) without the prior written consent of Lessor, such consent not to be withheld, conditioned or delayed without cause. Such additional equipment may require an amendment to the Lease and increase in rent, as may be determined by Lessor. However, changes made exclusively to frequencies shall not require an amendment and shall not constitute grounds for revision of rent. Notwithstanding, Lessee has the right to perform routine maintenance and repairs without Lessor’s approval.
- (2). Additional Rent. Additional rent means all amounts, other than Base Rent provided for in paragraph 3 (a) above, that Lessee shall be obligated to pay under this paragraph or any other paragraph of this Lease. Additional rent shall include the following fees, costs and expenses:

- 1) Costs for the repairs, improvements, or alterations required to be made by Lessee in Section 6. Maintenance and Repairs;
- 2) All taxes on equipment personally owned by Lessee, general or special. As a condition of Lessee's obligation to pay any tax. Lessor shall provide Lessee documentation from the taxing authority indicating with reasonable certainty that the tax was directly attributable to Lessee's tenancy. Lessee shall have the right to file an assessment appeal, and Lessee shall cooperate in any such appeal as reasonably requested by Lessee, all at Lessee's sole cost and expense;
- 3) All public utility rates, dues, and charges of any kind of utilities used by Lessee at the Leased Premises; and
- 4) Fees, costs, and expenses for property insurance and/or uninsured losses as set forth in Section 13. Insurance.

In the event that Lessee does not pay the required Additional Rent to the appropriate party, Lessor may, at its option, and after thirty (30) days prior written notice to Lessee, make such payments. Upon Lessor's notice to Lessee that it has made these payments, those amounts become due and payable by Lessee within thirty (30) days.

4. Engineering Studies

(a) Structural Study

Prior to modifying the existing Antenna Facilities to increase the weight load on the Structure, Lessee must obtain an engineering study carried out by a qualified engineer, showing that the Structure is able to support the additional Antenna Facilities. If the study finds that the Structure is inadequate to support the proposed antenna loads, Lessee may not perform such modifications unless Lessee agrees to make structural modifications to the Structure in order to support the additional load.

(b) Interference Study

Prior to modifying the existing antennas or frequencies at the Leased Premises, Lessee must obtain a radio frequency interference study carried out by an independent professional radio frequency engineer ("RF Engineer") showing that Lessee's intended use will not interfere with any existing communications facilities located on the structure. RF Engineer shall provide said evaluation no later than thirty (30) days after frequencies are provided by Lessee. Lessee shall provide Lessor with a copy of a satisfactorily completed RF evaluation prior to transmitting or receiving radio waves at the Property.

5. Use of Leased Premises.

(a) Primary Use of Property

The primary use and purpose of the Property, including the Leased Premises, is for a water storage structure and appurtenances to provide water service to customers of the Lessor ("Primary Use"). Lessor's operations in connection with pursuit of the Primary Use ("Lessor's Operations") take priority over Lessee's operations.

(b) User priority

Lessee agrees that the following priorities of use, in descending order, shall apply in the event of communication interference, emergency public safety needs, or other conflict while this Lease is in effect, and Lessee's use shall be subordinate accordingly:

(1) Lessor; and

(2) Public safety agencies, including law enforcement, fire, and ambulance services, that are not related to Lessor.

(c) Jeopardy of Primary Use

(1) In the event that the Lessor's Primary Use of the Structure is put at risk because of Lessee's operations ("Jeopardy"), Lessor shall provide written notice of such event to Lessee. Lessor and Lessee agree to work together to cure the occurrence that causes the Jeopardy. Lessee shall make all good efforts to cure the Jeopardy within thirty (30) days of receipt of written notice of event. If Lessee does not cure the Jeopardy within thirty (30) days of receipt of written notice of event, said occurrence of Jeopardy shall constitute an event of default by Lessee, as otherwise defined in *Section 14. Termination*. If circumstances beyond the control of Lessee prohibit the Jeopardy from reasonably being cured within thirty (30) days, Lessee shall notify Lessor of such circumstances and commence actions required to cure the Jeopardy (e.g. assessing the problem, ordering necessary equipment) within seven (7) days of Lessor's written notice of Jeopardy and shall diligently pursue the cure to completion within a reasonable time thereafter.

(2) In the event of Jeopardy that poses an immediate threat of substantial harm or damage to the water supply, to persons, and/or property on the Leased Premises, as solely determined by Lessor ("Severe Jeopardy"), Lessor may enter the Leased Premises and take actions it determines are required to protect the water, individuals or personal property from such Severe Jeopardy; provided that promptly after such emergency entry onto the Leased Premises, and in no event later than twenty-four (24) hours after such entry, Lessor gives written notice to Lessee of Lessor's emergency entrance.

(3) If Lessor determines that the conditions of a Severe Jeopardy would be benefited by cessation of Lessee's operations, Lessee shall immediately cease its operations on the

Premises upon notice from Lessor to do so and Lessee shall be permitted to terminate this Lease upon written notice to Lessor.

(d) Lessee's Use of Leased Premises

- (1) Lessee shall have the non-exclusive right, at its sole cost and expense, to use the Leased Premises for the transmission and reception of communications signals ("Approved Use").
- (2) In accordance with this Approved Use, the Lessee has the right to install, operate, maintain, repair, replace, store or remove its antennas, utility building, equipment, personal property, leasehold improvements, and appurtenances as shown in Exhibit "C" *Antenna Facilities and Frequencies* and Exhibit "B" *Site Survey / Construction Drawings*.
- (3) Lessee shall be responsible for all expenses incurred by the Lessor resulting directly from the use and/or occupancy of the Leased Premises by Lessee. Lessor shall submit an itemized invoice of such expenses to Lessee together with reasonable supporting documentation evidencing such expenses at the notice address set forth in Section 17 below and Lessee shall make payment to Lessor within sixty (60) days of receipt.

(e) Laws Governing Use

Lessee's Antenna Facilities and any other facilities shall be installed, maintained, and operated in accordance with all state or federal or local or municipal statutes, ordinances, rules, or regulations now in effect, or that hereafter may be issued by the Federal Communications Commission ("FCC") or any other governing bodies which apply to Lessee's Approved Use of the Leased Premises.

6. Installation of Equipment and Leasehold Improvements.

(a) Construction Drawings

Exhibit B illustrates the existing Antenna Facilities located at the Sterling Street Water Tank. For the initial installation of any new facilities and for any and all subsequent revisions and/or modifications, or additions to the existing Antenna Facilities, Lessee shall provide Lessor and Lessor's Water Tower Construction Engineer ("Construction Engineer") each with comprehensive construction drawings ("Construction Drawings") consisting of the following:

- (1) line or CAD drawings showing location of all planned installations plus materials and construction methods;
- (2) specifications for all planned installations;

- (3) diagrams of Antenna Facilities for initial installation, and subsequently, diagrams of proposed antenna facilities for any and all revisions, modifications, or approved additions;
- (4) a complete and detailed inventory of all proposed equipment and personal property of Lessee to be placed on the Leased Premises. Lessor retains the right, at its sole cost and expense, to survey such equipment and personal property.
- (b) Construction Drawings shall be easily readable and subject to prior written approval by the Construction Engineer, which shall not be withheld, conditioned or delayed without cause. Lessor shall have thirty (30) business days to review and comment on the Construction Drawings. Lessor, on behalf of itself and the Construction Engineer, hereby approves of the Construction Drawings for the existing Antenna Facilities.
- (c) Lessee shall be solely responsible for all costs associated with said review and approval of Construction Drawings by Construction Engineer ("Review Fee") for the review of the Construction Drawings for each subsequent revision, modification, or approved addition to the Antenna Facilities.
- (d) Construction Scheduling
At least five (5) days prior to Lessee's construction mobilization, Lessee shall conduct a pre-construction meeting on the Property or other location as determined by Lessor. Said meeting shall be attended by the Construction Engineer, Lessee's representative and all contractors involved in the installation.
- (e) Construction Inspection.
All construction activity for any and all subsequent revisions and/or modifications to the Antenna Facilities, or additions thereto shall be subject to inspection and approval by the Construction Engineer to ensure compliance with the approved Construction Drawings and the terms of this Lease. Inspection will be performed beginning with the pre-construction meeting and continuing through installation/construction/punch-list and verification of as-built drawings at project completion as determined by Lessor. Lessee agrees to pay for the cost of said inspections and project documentation ("Inspection Fees"). Lessor shall submit an itemized invoice of such Inspection Fees to Lessee at the notice address set forth in Section 17 below together with reasonable supporting documentation evidencing such fees and Lessee shall make payment to Lessor within sixty (60) days of receipt. If deemed necessary by the Construction Engineer, construction work performed without approval of the Construction Engineer will not be accepted and shall be removed or uninstalled at Lessee's sole expense, provided Lessor or the Construction Engineer notifies Lessee of such non-compliance within thirty (30) days of submission of as-built drawings to Lessor.
- (f) Escrow
Prior to performing subsequent revisions and/or modifications to the existing Antenna Facilities or additions thereto, Lessee agrees to pay an escrow amount equal to the estimated costs of Review Fees and Inspection Fees as determined by Lessor for any and all such subsequent revisions and/or modifications thereof, or additions thereto, prior to

commencement of such activities. If the escrow amount is insufficient for these expenses, Lessee agrees to pay the additional costs within forty-five (45) days of receipt of a detailed invoice from Lessor at the notice address set forth in Section 17 below together with reasonable supporting documentation evidencing such costs.

(g) Exposed Antenna Facilities

All Antenna Facilities and coaxial cables affixed to the Structure which have exterior exposure shall be as close to the color of the Structure as is commercially available to the Lessee. For exposed coaxial cables that Lessee desires to install after the Commencement Date of this Agreement, Lessor reserves the right to require Lessee to provide cables in manufactured colors in lieu of painting.

(h) Damage by Lessee

Any damage to the Property, Leased Premises, or Lessor's equipment thereon caused by Lessee's installation or operations shall be repaired or replaced at Lessee's expense and to Lessor's reasonable satisfaction.

(i) As-built drawings

Within thirty (30) days after Lessee activates any new Antenna Facilities, Lessee shall provide Lessor with a Site Plan in electronic file format compatible with Lessor's record file system consisting of as-built drawings of the Antenna Facilities and the improvements installed on the Property, which shall show the actual location of all equipment and improvements. Said drawings shall be accompanied by a complete and detailed site survey of the property, inventory of all equipment, personal property, and Antenna Facilities.

7. **Modifications.**

(a) Before the Lessee may update or replace the Antenna Facilities, Lessee must provide a detailed proposal to Lessor. The proposal shall include any information reasonably requested by Lessor of such requested update or replacement, including but not limited to revised lease exhibits as may be necessary, construction drawings and specifications as may be required under Section 6. Installation of Equipment and Leasehold Improvements, and engineering studies as may be required under Section 4. Engineering Studies of this Lease, carried out at Lessee's expense. The proposal must be approved by Lessor, which will not unreasonably withhold approval.

(b) Lessee shall provide at least thirty (30) days written notice to Lessor before modifying frequencies on the Leased Premises. Said notice shall describe all equipment and frequencies proposed to be added or modified and shall be subject to evaluation by a RF Engineer approved by Lessor, which shall not be withheld, conditioned or delayed without cause. Said review shall consist of necessary interference studies to ensure that the modified or additional frequencies will not cause harmful radio interference to Lessor's Operations or the operations of Lessor's existing tenants. Lessee shall pay all

costs for any such interference studies. In the alternative, Lessee may perform the interference studies and submit the results to the Lessor for review and approval.

- (c) If Lessee seeks to increase the number of antennas and/or associated transmitting accessories, and such installation shall exceed the requirements or standard discussed in the engineering report as required by Section 4. (a), then Lessee must obtain an engineering study carried out by a qualified professional demonstrating that the Structure can structurally support the additional accessories.

(d) As-built drawings

Within thirty (30) days after Lessee activates any new Antenna Facilities, Lessee shall provide Lessor with a Site Plan in electronic file format compatible with Lessor's record file system consisting of as-built drawings of the Antenna Facilities and the improvements installed on the Property, which shall show the actual location of all equipment and improvements. Said drawings shall be accompanied by a complete and detailed site survey of the property, inventory of all equipment, personal property, and Antenna Facilities. By its signature below, Lessor acknowledges receipt of the foregoing Site Plan, site survey and inventory in the form required by this Section.

8. Maintenance and Repairs.

(a) Property

- (1) Lessor reserves the right to take any action it deems necessary, in its sole and reasonable discretion, to repair, maintain, alter, or improve the Property in connection with Lessor's Operations.
- (2) Lessor agrees to provide Lessee with thirty (30) days advance notice of such actions that may directly affect Lessee's operations, and to reasonably cooperate with Lessee to carry out such activities in a manner that minimizes interference with Lessee's Approved Use.

(b) Structure Reconditioning and Repairs

- (1) From time to time, Lessor paints, reconditions, or otherwise improves or repairs the Structure in a substantial way ("Reconditioning Work"). Lessor shall reasonably cooperate with Lessee to carry out Reconditioning Work activities in a timely manner and in a manner that minimizes interference with Lessee's Approved Use.
- (2) Prior to commencing Reconditioning Work, Lessor shall provide Lessee with not less than ninety (90) days prior written notice thereof. Upon receiving such notice, it shall be the sole responsibility of Lessee to provide adequate measures to cover or otherwise protect Lessee's Antenna Facilities from the consequences of such activities, including but not limited to paint and debris fallout. Lessor reserves the

right to require Lessee to temporarily remove all Antenna Facilities from the Structure and Leased Premises during Reconditioning Work.

- (3) During Lessor's Reconditioning Work, Lessee may maintain a mobile site on the Property or, after approval by Lessor, on any land owned or controlled by Lessor in the immediate area of the Property. If Property will not accommodate mobile equipment, it shall be Lessee's responsibility to locate auxiliary sites.
- (4) Lessee may request a modification of Lessor's procedures for carrying out Reconditioning Work in order to reduce the interference with Lessee's Approved Use. If Lessor agrees to the modification, Lessee shall be responsible for all incremental cost related to the modification.
- (5) Lessee agrees to pay an escrow amount equal to the estimated costs of Review Fees and Inspection Fees as determined by Lessor for work required by the temporary displacement caused by the Reconditioning Work prior to commencement of such activities. If the escrow amount is insufficient for these expenses, Lessee agrees to pay the additional costs within forty-five (45) days of receipt of a detailed invoice from Lessor at the notice address set forth in Section 17 below together with reasonable supporting documentation evidencing such costs.

(c) Leased Premises

Lessee shall, at its own cost and expense, maintain the Antenna Facilities in good and safe condition, and in compliance with applicable fire, health, building, and other life safety codes applicable to Lessee's Approved Use of the Leased Premises.

9. Property Access.

Access to the Property, including the Leased Premises, by outside persons, including Lessee's employees, agents and assigns, shall at all times be governed by Lessor's Security Plan, as may be revised from time to time and provided to Lessee in writing, in advance, with the most recent Plan being attached hereto and incorporated herein as Exhibit "E" *Security Plan*. Lessee agrees it shall conduct its operations on the Property and the Leased Premises in accordance with all requirements and conditions of said Security Plan. Subject to said requirements and conditions of said Security Plan, Lessee and Lessor agree to the following:

At no additional charge to Lessee, Lessee shall have access to the Leased Premises and Property, for any purpose relating to this Lease, twenty-four (24) hours a day, seven (7) days a week by means of existing access, as shown on Exhibit "B" Site Plan / Construction Drawings.

- (a) Lessee may, at its own cost and expense, enter upon the Property to study and determine the Property's suitability for any other use of Lessee, which studies may include surveys, radio wave propagation measurements, or field strength tests.
- (b) Lessor retains the right to examine and inspect the Leased Premises for safety reasons and to ensure Lessee's compliance with the terms of this Lease. Lessor shall be liable for, and hold harmless Lessee from, any damage to the Leased Premises or to Lessee's equipment and Antenna Facilities caused by Lessor in exercising its right to examine and inspect the Leased Premises.
- (c) At Lessee's sole cost and expense, Lessee has the right to obtain a title report or commitment for a leasehold time policy from a title company of its choice and to have the Property surveyed by a surveyor of its choice.

10. Utilities.

Lessor makes no representations that utilities adequate for Lessee's use of the Leased Premises are available. Lessee shall be responsible for the cost of all utilities installed and used by it at the Leased Premises. Lessor will cooperate with Lessee in Lessee's efforts to obtain utilities from any location provided by the servicing utility.

11. Personal Property and Real Estate Taxes.

If any of Lessee's improvements constructed on the Leased Premises should cause the Property, or any portion of it, to be taxed for real estate purposes, it shall be the liability of Lessee to pay that portion of such property taxes directly attributable to Lessee's equipment, provided Lessor shall give Lessee prior written notification of such taxes so that Lessee will have the opportunity to appear before the taxing authority to contest such taxes. Notwithstanding Lessee's right to contest such taxes, Lessee shall pay its share of such taxes within ninety (90) days of receiving notice of the same.

12. Certificates, Permits, Zoning, and other Approvals.

Lessee's use of the Leased Premises herein is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority, including but not limited to an engineering study and a radio frequency interference study. Lessee shall, at its sole cost and expense, obtain all such necessary permits, licenses and other approvals and Lessor agrees to cooperate with Lessee in Lessee's pursuit of all such necessary permits, licenses or approvals, and Lessee shall reimburse Lessor its reasonable costs to provide such cooperation.

13. Interference.

- (a) In the performance of its Approved Use, Lessee shall not damage or interfere with Lessor's Operations, including its radio frequency transmissions, or approved operations of other parties that were in place on the Property prior to the Commencement Date of this Lease, provided that the equipment used by Lessor or other lessees is operating within the technical parameters specified by its manufacturer and/or as defined by the FCC. In the event of any such interference, Lessee shall immediately cease such interference, except for brief tests necessary for the elimination of the interference and until Lessee is able to resolve the problem. In the event Lessee cannot correct the interference, Lessee shall have the option to terminate this Lease, pursuant to Section 14. Termination. Lessee shall not be responsible for interference that results from a change in the operations of other tenants after the Commencement Date of this Lease.
- (b) Lessee acknowledges that Lessor may lease the Property, or any part of it, to other parties in close proximity to the Leased Premises, and Lessee agrees to work cooperatively with any such other parties, using accepted technical standards in accordance with FCC standards, to ensure that such other parties' use and Lessee's use will be compatible and will not cause interference with each other.
- (c) Lessor in no way guarantees to Lessee noninterference with Lessee's transmission operations provided, however, that in the event that any other party requests permission to place any type of additional antenna or transmission facility on the Property, the procedures of this Section shall govern to determine whether such antenna or transmission facility will interfere with Lessee's transmission operations.
- (d) In the event that Lessee or other tenants on the Property experience interference of their FCC-approved frequencies and they cannot reach agreement as to the cause and remedy of such interference, an RF Engineer approved by the Lessor shall determine such cause and remedy and Lessee shall abide by the RF Engineer's determination, subject to Lessee's right to terminate this Lease.

14. Termination.

- (a) Except as provided for in Section 14. (a)(3) b. below, or as otherwise provided herein, this Lease may be terminated by either party upon sixty (60) days written notice to the other party for the following reasons:
 - (1) By either party, upon a material default of any other covenant or term hereof by the other party; which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties at law, in equity, or pursuant to any other provisions hereof), or if such cure cannot be completed within sixty (60) days, within such reasonable time as may be required, provided the defaulting party commences the cure within ten (10) days of receipt of written notice of default and diligently pursues such cure to completion;
 - (2) By Lessee, in the event that:

- a. Lessee is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Antenna Facilities;
 - b. the Leased Premises are or become unusable under Lessee's design or engineering specifications for its Antenna Facilities, or the communications system to which the Antenna Facilities belong; or
 - c. Lessee's transmission is interfered with by Lessor or its other tenants' equipment. Such right to terminate shall become void if Lessor cures such interference within thirty (30) days of receipt of written notice.
 - d. If the Property or any portion thereof is destroyed or damaged so as to hinder its effective use, Lessee may elect to terminate this Lease upon thirty (30) days written notice to Lessor. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction and Lessee shall be entitled to the reimbursement of any rent prepaid by Lessee, prorated to the date of the event.
- (3) By Lessor, in the event that:
- a. Lessor determines, after review by an independent structural engineer, that the Property is structurally unsound, including but not limited to consideration of age of the Structure, damage or destruction of all or part of the Property from any source, or factors relating to condition of the Property;
 - b. Lessee does not complete installation of its Antenna Facilities as shown on Exhibit "C" *Antenna Facilities and Frequencies* within one (1) year of the Commencement Date of this Lease.
 - c. Upon 120 days prior written notice by the Lessor to Lessee if Lessor decides, for any reason, to redevelop and/or discontinue use of the Leased Premises in a manner inconsistent with continued use of the Leased Premises by Lessee.
- (b) If this Lease is terminated, pursuant to the terms and conditions of Section 14. (a), rent shall be pro-rated to the expiration date or the date on which all of Lessee's equipment is removed from the Leased Premises and the Property is restored pursuant to *Section 23. Surrender of Leased Premises*, whichever is later.
- (c) In the event Lessee becomes aware of any hazardous materials on the Property, or any environmental, health or safety conditions or matter relating to the Property, that, in Lessee's sole determination, renders the condition of the Leased Premises or Property unsuitable for Lessee's use, or if Lessee believes that the leasing or continued leasing of the Leased Premises would expose Lessee to undue risks of liability to a government agency or third party, Lessee will have the right, in addition to any other rights it may have at law or in equity, to terminate this Lease upon written notice to Lessor specifically identifying all such materials, conditions or matters relating to the Property.

15. Insurance.

- (a) Lessee shall obtain and maintain the following insurance to protect the parties against insurable claims, demands, actions, judgments, expenses, and liabilities that may arise out of or result from Lessee's use of the Leased Premises:

(1) General Liability Insurance

- a. Bodily Injury \$1,500,000 each occurrence
 \$3,000,000 aggregate
- b. Property Insurance \$1,500,000 each accident
 \$3,000,000 aggregate
- c. These limits may be satisfied by the commercial general liability coverage or in combinations with an umbrella or excess liability policy, provided coverage afforded by the umbrella or excess policy are no less than the underlying commercial general liability coverages.
- d. Policy must include an "all services, products, or completed operations" endorsement. Lessee shall maintain Completed Operations coverage for a minimum of two years after the construction is completed.

(2) Automobile Insurance

- a. Bodily Injury \$1,000,000 per person
 \$1,500,000 per accident
- b. Property damage not less than \$1,500,000 per accident
- c. The liability limits may be afforded under the Commercial Policy, or in combination with an umbrella or excess liability policy provided coverages of rides afforded by the umbrella or excess policy are not less than the underlying Commercial Auto Liability coverage.
- d. The Commercial Automobile Policy shall include at least statutory personal injury protection, uninsured motorists and under insured coverages.
- e. Coverage shall be provided by Bodily Injury and Property Damage for the ownership, use, maintenance or operation of all owned, non-owned and hired automobiles.

(3) Workers' Compensation and Employer's Liability

- a. Workers' Compensation per Minnesota Statute
- b. Employer's Liability shall have minimum limits of:
 - 1. \$500,000 per accident
 - 2. \$500,000 per employee
 - 3. \$500,000 per disease policy limit
- c. Lessees with 10 or fewer employees who do not have Workers' Compensation coverage are required to provide a completed "Certificate of Compliance" (State

of Minnesota form MN LIC 04) verifying the number of employees and the reason for their exemption.

- (b) Lessee shall provide Lessor, prior to the Commencement Date and, and annually thereafter prior to expiration date of the same, evidence of the required insurance in the form of a certificate of insurance issued by an insurance company licensed to do business in the State of Minnesota, which includes all coverage required in Section 15. (a) above.
- (c) Policies are to be written on an occurrence basis or as acceptable to the Lessor. Certificate of Insurance must indicate if the policy is issued on a claims-made (if expressly approved by Lessor) or occurrence basis. All certificates of insurance shall provide that Lessor shall be given notice of cancellation in accordance with the policy's terms and conditions.
- (d) Additional Insured – Certificate of Insurance.
The Lessee shall provide, prior to tenancy, evidence of the required insurance in the form of a Certificate of Insurance issued by a company (rated A- or better by Best Insurance Guide) licensed to do business in the state of Minnesota, which includes all coverage required in this *Section 15. Insurance*. General Liability and Automobile policies shall include the Lessor and the City of Saint Paul as additional insured and shall provide that it will be the primary coverage.

16. Indemnity.

Each party agrees that it will be responsible for its own acts and/or omissions and those of its employees, representatives and agents in carrying out the terms of this Agreement and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party and the results thereof.

17. Notices.

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered in person, (b) upon receipt after dispatch by registered or certified mail or (c) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery) to the following addresses:

If to Lessor: Board of Water Commissioners
Attn: General Manager
1900 Rice Street, Office Building
Saint Paul, Minnesota 55113

If to Lessee, to: County Manager
250 City Hall/Courthouse
Saint Paul, Minnesota 55101

18. Representations and Warranties.

- (a) Lessor represents that (i) it has full right, power, and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, subject to such liens of record; (iii) Lessee shall have quiet enjoyment of the Leased Premises during the term of this Lease in accordance with its terms.
- (b) Lessee warrants that the individuals signing and executing this Lease on behalf of Lessee have the requisite corporate power and authority to enter into and perform this Lease on behalf of Lessee. Lessor warrants that the individuals signing and executing this Lease on behalf of Lessor have the requisite corporate power and authority to enter into and perform this Lease on behalf of Lessor.
- (c) Lessor represents that it has no knowledge of any substance, chemical or waste on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation, as defined in Section 18. (d) of this Lease. Lessor will be solely liable for and will defend, indemnify and hold Lessee, its agents and employees harmless from and against any and all direct claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup or restoration of the Property with respect to hazardous, toxic or dangerous materials from any and all sources other than those hazardous, toxic or dangerous materials introduced to the Property by Lessee. Lessee represents and warrants that its use of the Leased Premises herein will not generate and it will not store or dispose on the Property nor transport to or over the Property any hazardous substance, chemical or waste contrary to any applicable law or regulation. Lessee further agrees to hold Lessor harmless from and indemnify Lessor against any release of any such hazardous substance, and any damage, loss, expense, or liability resulting from the breach of this representation or from the violation of any applicable state or federal law by such release associated with Lessee's use of hazardous substances, including payment of all reasonable attorneys' fees, costs, and penalties incurred as a result thereof, except for any release caused by the negligence or willful misconduct of Lessor, its employees, or agents.
- (d) "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations, or rules may be amended from time to time. Lessor acknowledges Lessee's use of batteries as back-up power and deems them acceptable as long as such batteries are used and disposed of in accordance with all applicable laws.

19. No Liability on Lessor.

Except due to Lessor's willful misconduct or negligence, Lessor shall not be liable for any damage to Lessee's equipment or Antenna Facilities, and Lessor shall not be liable for vandalism or malicious mischief caused by third parties, known or unknown, to Lessee's equipment or facilities, nor shall Lessor be liable for any lost revenue, business or profits of Lessee.

20. Assignment.

- (a) This Lease may not be sold, assigned or transferred.
- (b) The parties acknowledge that this is a nonexclusive lease. Nothing in this Lease shall preclude Lessor from leasing other space on the Property to any other person or entity which may be in competition with Lessee, or any other party, subject to the conditions set forth in *Section 13. Interference*.

21. Condemnation.

Lessor shall provide to Lessee notice of any condemnation proceedings within thirty (30) business days of receipt. In the event the whole of the Leased Premises is taken by eminent domain, this Lease shall terminate as of the date title to the Leased Premises vests in the condemning authority. In the event a portion of the Leased Premises is taken by eminent domain, either party shall have the right to terminate this Lease as of said date of title transfer, by giving thirty (30) days written notice to the other party. In the event of any taking under the power of eminent domain, Lessee shall not be entitled to any portion of the reward paid for the taking and the Lessor shall receive full amount of such award. Lessee hereby expressly waives any right or claim to any portion thereof. Although all damages, whether awarded as compensation for a decrease in value of the leasehold or to the fee of the Leased Premises, shall belong to Lessor, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee on account of any and all damage to Lessee's business and any costs or expenses incurred by Lessee in moving/removing its equipment, personal property, Antenna Facilities, and leasehold improvements.

22. Successors and Assigns.

This Lease shall run with the Property. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

23. Surrender of Leased Premises.

- (a) All portions of the Antenna Facilities brought onto the Property by Lessee will be and remains Lessee's personal property and, at Lessee's option, may be removed by Lessee at any time during or after the term or extension thereof. In the event that this Lease is terminated or not renewed, Lessee shall have sixty (60) days from the termination or expiration date to quit peacefully and surrender possession of the Leased Premises in as good condition as when it was delivered to Lessee, reasonable wear and tear and casualty loss excepted. Lessee shall remove its equipment, personal property, Antenna Facilities, and leasehold improvements from the Property, and shall repair any damage to the Property caused by such equipment, all at Lessee's own cost and expense.
- (b) In the event that Lessee's Antenna Facilities and related equipment are not removed and the Property is not restored to the reasonable satisfaction of the Lessor within sixty (60) days from the termination or expiration date, the Lessor shall have the option to fully decommission the Antenna Facilities, have the Antenna Facilities removed, and repair the site and restore the property, and Lessee shall be responsible for the cost of such actions.

24. Marking and Lighting Requirements.

- (a) Lessor acknowledges that it shall be responsible, at its sole cost and expense, for compliance with all building marking and lighting requirements that the Federal Aviation Administration ("FAA") may require with respect solely to the height of the Structure. The responsibility, however, is expressly limited to the requirements that would be required of an elevated water storage facility having no communications equipment installed on it, irrespective of Lessee's Antenna Facilities. Lessor shall indemnify and hold harmless Lessee from any fines or other liabilities caused by Lessor's failure to comply with such requirements for an elevated water storage facility Structure. Further, should the FAA cite Lessor, or in the event any claims are brought against Lessor because the Structure alone is not in compliance, as opposed to the Structure with Antenna Facilities, then Lessor shall indemnify Lessee for full costs, liabilities, damages and expenses, including reasonable attorney's fees. Further, if Lessor does not cure the conditions of noncompliance on the Structure within the time frame allowed by the citing agency, Lessee may terminate this Lease immediately without any further liability hereunder upon written notice to Lessor.
- (b) Lessee acknowledges that it shall be responsible at its sole cost and expense, for compliance with all building marking and lighting requirements that the FAA may require with respect to Lessee's Antenna Facilities. In the event the FAA determines that the Structure must be additionally marked, lighted, or in any way modified, due to the existence of Lessee's Antenna Facilities, Lessee shall have the option to mark, light or modify the Structure at its sole expense, or to terminate this Lease, pursuant to Section 14. Termination. Said marking, lighting and modifying shall be subject to prior written approval by Lessor, such approval not to be withheld without cause. Lessor shall approve or object to such plans within a reasonable period of time to allow timely compliance with FAA regulations.

25. RF Radiation Compliance.

- (a) An RF Engineer approved by the Lessor shall perform a radiation survey of the Property following Lessee's initial RF transmissions on the Leased Premises. Lessee shall be responsible for all costs of such survey.
- (b) Lessee shall implement all measures at the transmission site required by FCC regulations, including but not limited to posting signs and markings. Lessor shall cooperate with and permit Lessee to implement all reasonable measures in order for Lessee to fulfill its Radio Frequency exposure obligations. Lessor agrees that in the event any future party causes the entire site to exceed FCC Radio Frequency radiation limits, as measured on the Premises, Lessor shall hold such future party liable for all such later-arising non-compliance.

26. Third Party Approvals, Inspections and Evaluations.

The Lessee shall be responsible for all reasonable costs, as determined by Lessor, associated with obtaining required reviews, approvals, inspections, studies, surveys or evaluations, whether required by this Lease or by other governing authorities.

27. Noise Restrictions.

- (a) All wireless service facilities shall be constructed and operated in such a manner as to minimize the amount of noise impacts to residents of nearby homes and the users of recreational areas, such as public parks and trails. Proposed anticipated noise levels must be approved by Lessor. Plan review may require noise reduction measures.
- (b) Noise from Lessee's equipment shall not exceed the level allowed by the local jurisdiction ("Allowable Noise Level"), as measured at any location on neighboring property. Lessor will take noise level measurements from time to time to verify compliance. In the event it is found that Lessee's equipment exceeds the Allowable Noise Level, Lessor shall provide Lessee with written notice and Lessee shall take immediate steps to provide permanent reduction in the noise of its equipment to the Allowable Noise Level. If Lessee does not so reduce its Measured Sound Level within sixty (60) days of receipt of written notice of event, said occurrence shall constitute an event of default as otherwise defined in *Section 14. Termination*.
- (c) Board reserves the right to require noise reduction measures necessary to reduce noise to a level determined solely by the Board.

28. Miscellaneous.

- (a) Each party agrees to furnish to the other, within thirty (30) days after notice of receipt of the request, such truthful estoppel information as the other party may reasonably request.

- (b) This Lease constitutes the entire agreement and understanding of the parties and supersedes any and all offers, negotiations, or other agreements of any kind with respect to its subject matter. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provisions of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.
- (c) This Lease shall be construed in accordance with the laws of the State of Minnesota. Any legal action may only be commenced and proceed in the relevant district court in Ramsey County, Saint Paul, Minnesota.
- (d) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (e) Upon request by Lessee, Lessor agrees to execute a recordable Memorandum of this Lease.
- (f) Any terms and conditions contained in this Lease that by their sense and context are intended to survive the termination or expiration of this Lease shall so survive.
- (g) The submission of this Lease to any party for examination or consideration does not constitute an offer, reservation of or option for the Leased Premises based on the terms set forth herein. This Lease will become effective as a binding Lease only upon the handwritten legal execution and delivery hereof by Lessor and Lessee.
- (h) The parties acknowledge that space at the Leased Premises was previously leased between Lessor and Lessee under the terms and conditions of that certain Water Tower Site Lease Agreement dated May 10, 2005. Lessor and Lessee acknowledge and agree that the Prior Lease expires effective as of December 31, 2024, and that thereafter, the terms and conditions of this Lease shall be the sole instrument governing the leasing of space by Lessee at the Property.
- (i) Exhibits “A” through “E” listed below and attached hereto are hereby incorporated into this Lease by reference.

Exhibit “A” *Legal Description*

Exhibit “B” *Site Survey / Construction Drawings*

Exhibit “C” *Antenna Facilities and Frequencies*

Exhibit “D” *Security Plan*

Exhibit “E” *Memorandum of Lease Recording*

[Remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Lease, the day and year first written below.

For Lessor:

**BOARD OF WATER COMMISSIONERS
OF THE CITY OF SAINT PAUL**

Approved:

FIN # 41-6005521

By 

Racquel Vaske, General Manager
Saint Paul Regional Water Services

Approved as to form:

By 
Mara Humphrey (Feb 28, 2025 13:14 CST)

Mara Humphrey, President

By 

Megan Hafner, Assistant City Attorney

By 

Mollie Gagnelius, Secretary

By 

John McCarthy, Director
Office of Financial Service

For Lessee:

RAMSEY COUNTY

By: _____

Print name:

Title: _Chair, Ramsey County Board of
Commissiners _____

Date: _____

By: _____

Print name:

Title: _Chief Clerk

Approved as to form:

Assistant County Attorney

“EXHIBIT “A”

Legal Description

**Legal Description of property commonly referred to as 645 Sterling Street South
Maplewood, Minnesota 55109:**


**Outlot B, Beth Heights First Addition, according to the recorded plat thereof together with
all hereditaments and appurtenances. PIN: 12.28.22.43.0012**

EXHIBIT "B"

Site Plan / Construction Drawings

800 MHz RADIO COMMUNICATION SITE FOR RAMSEY COUNTY - MINNESOTA SOUTH MAPLEWOOD WATER TOWER

DRAWING INDEX	
SHEET	TITLE
T01	TITLE SHEET
A01	SITE SURVEY
A02	SITE PLAN
A03	SOUTH & EAST ELEVATIONS
A04	SHELTER EXTERIOR ELEVATIONS
A05	TANK ELEVATION & ROOF PLAN
D01	CABLE SUPPORT DETAILS
D02	CABLE SUPPORT DETAILS
D03	ANTENNA MOUNTING DETAILS



VICINITY MAP

SANT PAUL, MN

Property Description:
Outlot B, Beth Heights First Addition, according to the recorded plat thereof together with all hereditaments and appurtenances.

PIN: 12.28.22.43.0012

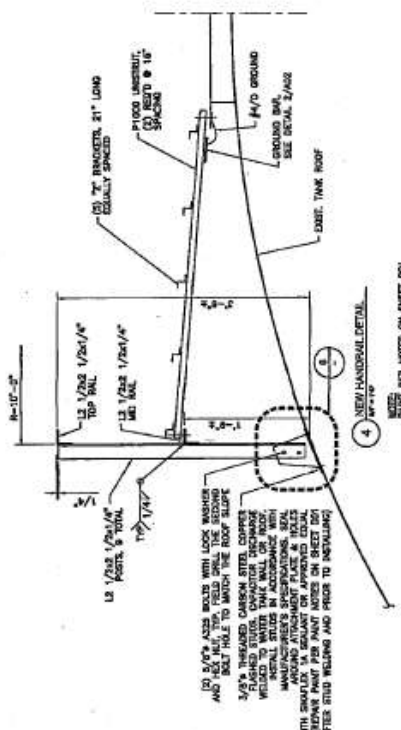
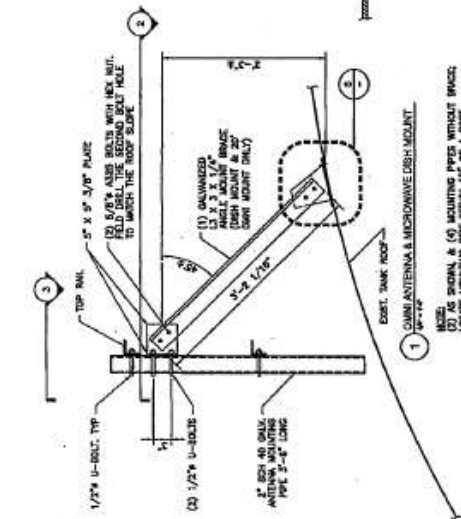
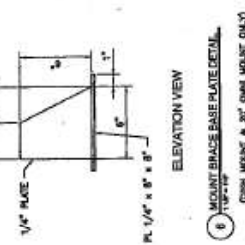
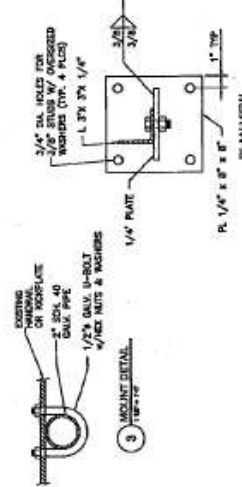
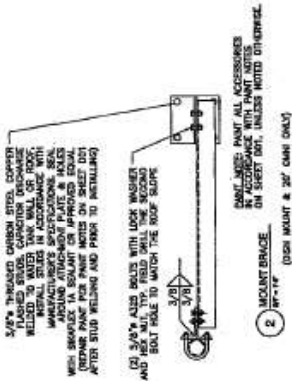
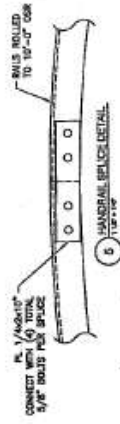
PRELIMINARY SET FOR CONSTRUCTION

REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR PERMITTING
2	ISSUED FOR CONSTRUCTION

DESIGNED BY
SOUTH MAPLEWOOD WATER TOWER
RADIO COMMUNICATION SITE FOR
RAMSEY COUNTY - MINNESOTA

DATE
MAY 12, 2014

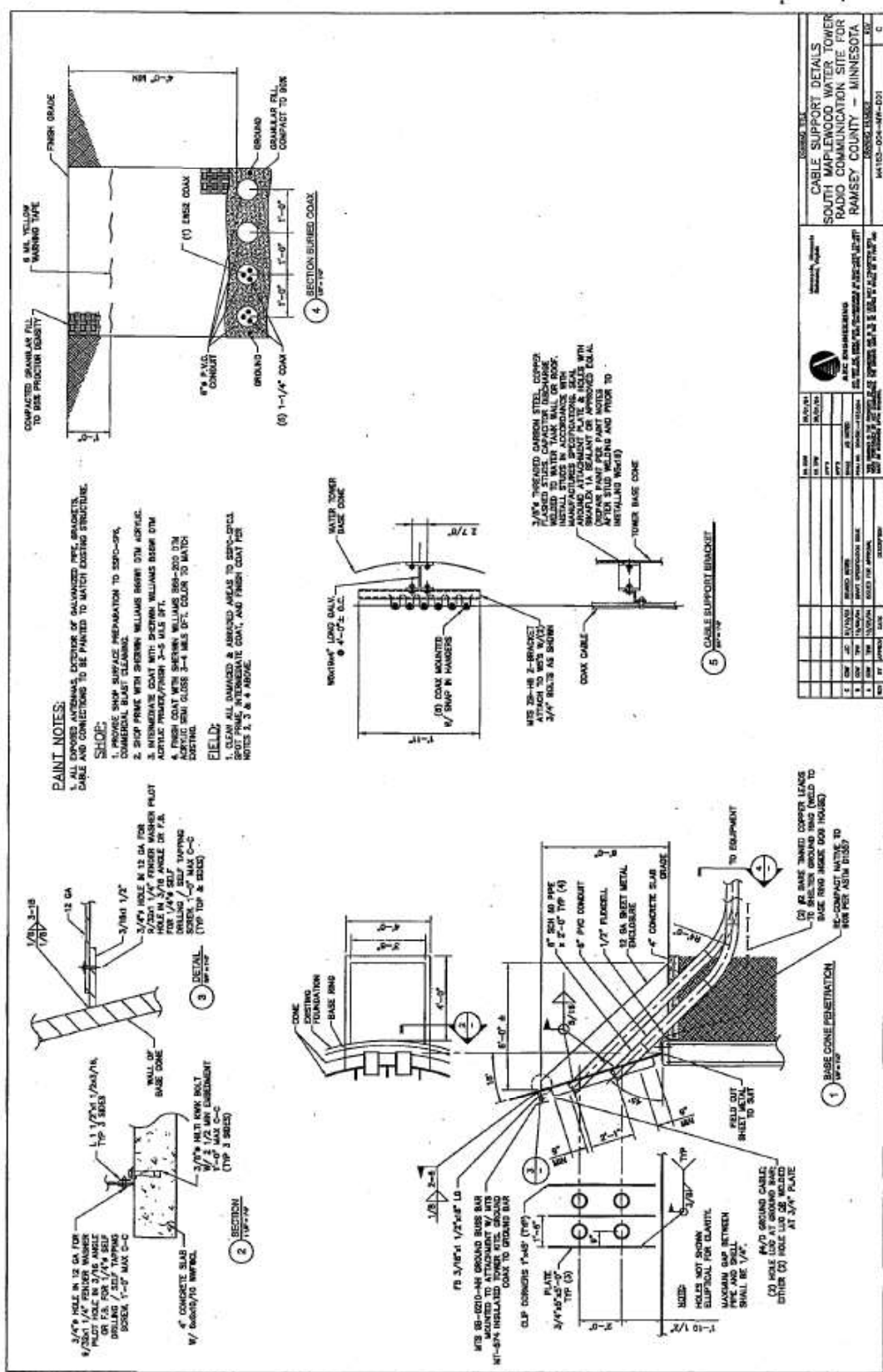
- STRUCTURAL STEEL JOISTS**
1. ALL WORKMANSHIP AND MATERIALS SHALL CONFORM TO THE LATEST EDITIONS OF AISC, THE AIAA, AND THE AWS. ALL FABRICATION AND WELDING SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS FOR DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS.
 2. STRUCTURAL MATERIALS SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS:
 - a. PLATE AND STRUCTURAL SHAPES: AISC A36
 - b. WELDED AND SEAMLESS STEEL PIPE: AISC A53 OR B
 - c. STRUCTURAL TUBING: ASTM A500 OR B
 - d. ALL CONNECTIONS SHALL BE MADE WITH 1/2" DIA. A325-N BOLTS IN STANDARD OR SHORT BOLTED JOINTS UNLESS NOTED OTHERWISE.
 3. FIELD VERIFY ALL DISTINGUISHING FOR EXISTING REUSE PRIOR TO FABRICATION.
 4. SUBMIT FABRICATION DRAWINGS FOR EXISTING REUSE PRIOR TO FABRICATION.
 5. REMOVE ALL TORCH AND SAW CUT MARKS FROM ALL STEEL.
 6. PROVIDE SPURRING CONNECTIONS OVER IN PART 2 OF THE AISC-A36 MANUAL. PROVIDE SPURRING FOR FIELD JOINTS.
 7. PROVIDE THE MINIMUM OF THREE PLAYS AND SPURRING THAT ALL SHIP CONNECTIONS BE WELDED ON BOLTED AND FIELD CONNECTIONS BE BOLTED UNLESS NOTED OTHERWISE.
 8. NO PERMANENT FIELD CONNECTION SHALL BE MADE UNTIL THE STRUCTURE HAS BEEN PROPERLY ALIGNED AND BRACED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY AND STABILITY OF THE STRUCTURE DURING ERECTION.
 9. ALL WELDING ON ALL STRUCTURAL MEMBERS SHALL BE IN ACCORDANCE WITH THE AISC-A36 MANUAL. STRUCTURAL WELDING SHALL BE IN ACCORDANCE WITH AWS-D11.1 STRUCTURAL WELDING CODE.
 10. FOR ALL HIGH STRENGTH BOLTS, HARDENED WASHERS SHALL BE PROVIDED ON THE NUT SIDE OF THE JOINT FOR TORQUING AS REQUIRED.
 11. ALL STEEL SHALL BE PAINTED PER NOTES ON SHEET 001. COLOR TO MATCH EXISTING.



REVISIONS		DATE	BY	CHKD	APP'D	DESCRIPTION
1	ADD	10/1/2019	JMM			ADD 20\"/>

PROJECT DATA		DATE	BY	CHKD	APP'D	DESCRIPTION
1	ADD	10/1/2019	JMM			ADD 20\"/>

ANTENNA MOUNTING DETAILS
SOUTH MAPLEWOOD WATER TOWER
RADIO COMMUNICATION SITE FOR
RAMSEY COUNTY, MINNESOTA
MAY 13, 2019-001-001-001
B



GENERAL DATA		REVISIONS	
CABLE SUPPORT DETAILS		NO.	DATE
SOUTH MAPLEWOOD WATER TOWER		1	10/1/77
RADIO COMMUNICATION SITE FOR		2	10/1/77
RAMSEY COUNTY - MINNESOTA		3	10/1/77
DRAWN BY: J. J. JENSEN		4	10/1/77
CHECKED BY: J. J. JENSEN		5	10/1/77
DATE: 10/1/77		6	10/1/77
PROJECT NO.: 10/1/77		7	10/1/77
SHEET NO.: 10/1/77		8	10/1/77
SHEET TOTAL: 10/1/77		9	10/1/77
SHEET NO.: 10/1/77		10	10/1/77

EXHIBIT “C”
Sterling Street Water Tower
Antenna Facilities

Ramsey County Public safety Radio System
South Maplewood Water Tank Location
Technical Data Sheet

Ramsey county radio equipment has the following parameters:

800 MHz NPSPAC Band Public safety Land Mobile Radio Equipment:

Base Station Tx Frequencies: 20 frequencies between 866 and 869 MHz

Base Station Rx Frequencies: 20 frequencies between 821 and 824 MHz

Modulation/Standard: QPSK

Maximum ERP: +47 vdBm

Channel Bandwidth: 12.5 kHz

Antenna Information:

Quantity	Mfr	Model	For	Length	Weight
3	Celware	PD1108	Transmit	8.27 feet	10 lbs
1	Celware	PD1109	Receive	10.42 feet	17 lbs

All antennas will be mounted on the top of the water tank.

Governing FCC Rules: Code of Federal Regulations
Title 47, Telecommunications
Part 90

Out of Band Emissions: On any frequency outside a licensee's frequency block, the power (P) of any emission shall be attenuated below the transmitter power by at least $43 + 10\log(P)$ dB. The equipment will meet this requirement.

VHF Fire Paging Radio System

Base Station Tx Frequency: One frequency between 150 and 155 MHz.

Modulation/Standard: NBFM

Maximum ERB: +42 dBm

Channel Bandwidth: 25 kHz

Antenna Information: One Celwave PD220-3A antenna, 22 feet long, 23 lbs weight, mounted on the top of the water tank.

Governing FCC Rules: Code of Federal Regulations
Title 47, Telecommunications
Part 90

Out of Band Emissions: On any frequency outside a licensee's frequency block, the power (P) of any emission shall be attenuated below the transmitter power by at least $43 + 10\log(P)$ dB. The equipment will meet this requirement.

Point-to-Point Microwave Link

Transmit and receive frequencies will be in the 10.7 to 11.7 GHz band.

Modulation/Standard: 16 QAM

Maximum ERB: +55.23 dBm

Channel Bandwidth: 2.5 MHz

Antenna Information: One three-foot diameter, RFS SD3-107AB microwave antenna with random mounted on the top of the water tank.

Governing FCC Rules: Code of Federal Regulations
 Title 47, Telecommunications
 Part 90

EXHIBIT “D”

SECURITY PLAN

Purpose

The Remote Facility Access program provides conditions for persons with a need to access SPRWS facilities remote to the McCarrons center facility. It establishes responsibilities and procedures for requesting and granting access.

Authority

The SPRWS emergency planning and security supervisor will manage the Remote Facility Access Program, maintain associated policies, procedures, and forms, and establish controls for and audit of the facility keys. The emergency planning and security supervisor will coordinate with managers for issuing keys to employees and with SPRWS project coordinators for issuing keys to contractors.

Related Information

[Receipt of Access Keys Form](#)

[Facility Access Procedures – Contractors](#)

Responsibilities

Employees who coordinate with contractors for work at remote facilities must follow this program to ensure proper control of facility keys and access to maintain the security of the water utility.

Personnel with routine access to remote facilities include: SPRWS staff, employees of entities leasing space, city employees (for the city where the facility is located), and law enforcement personnel.

Other entities also have occasional access needs under the approval of SPRWS staff.

Remote Facility Access Policy

1. Site Access Requirements

A. Access Requests

Once an agreement has been made for personnel to access SPRWS remote sites

they may be issued keys for the location where they will be working.

i. Issuance of keys

1. SPRWS staff coordinating the contract work must have the contractor fill out the *Receipt of Access Keys form*.
2. The *Receipt of Access Keys form* should then be scanned and emailed to the “Off-site Contractor Notification” Outlook email group with the subject: “Contract work at [location]”.
 - a. This is to keep affected staff informed of active contract work at remote site locations.
 - b. The paper copy of this form should be kept in an “Active Work” folder until the keys are returned.
3. When the work is completed and the contractor returns the keys, then the bottom portion of the form must be filled out. The completed form should be scanned and emailed to the “Off-site Contractor Notification” Outlook email groups with the subject: “Complete: Contractor work at [location]”. A copy of the form may be given to the contractor as proof that they returned the keys.

ii. Access Request or Assistance

1. Once the keys have been provided, personnel must request access to the remote site prior to entry at the site location.
2. All requests for entry must be made through the Engine Room at 651-266- 1660. Any other employees asked to allow entry to a remote site must inform the requester to call the Engine Room so that they may be cleared for entry.

NOTE: Remote site security is monitored, and police will be called to the site if an access request is not made to the SPRWS Engine Room Pumping Engineer prior to entry.

B. Routine and Regularly Scheduled Work

Whenever possible, authorized agencies that require repeated, routine access, but who do not request to sign out facility access keys, should schedule such access during normal business hours at least one day prior by calling the SPRWS Engine Room at 651-266- 1660. The engine room pumping engineer will verify the name and company of the person gaining access and will arrange for SPRWS staff to meet them on site to check proper ID and contact the pumping engineer to verify the person seeking access before allowing them in the secured site. The pumping

engineer must also be contacted when the remote site has been secured and personnel are leaving.

C. Emergency Work

1. Contact Engine Room – Pumping Engineer at 651-266-1660
2. Engine room pumping engineer will verify authorization of company.
3. If company is authorized, pumping engineer will arrange to have an SPRWS employee meet someone at the remote site. The SPRWS employee will ask for credentials to verify worker's identity and affiliation.

D. While on Site

Personnel authorized to access and work at SPRWS remote sites are required to perform their work in a manner that does not compromise site security. This includes, but is not limited to:

- i. Securing doors and gates. Do not prop open doors in areas that are not supervised.
- ii. Prohibiting personnel without proper SPRWS credentials from accessing the secured area and reporting those that do to the engine room pumping engineer or local law enforcement, if necessary.
- iii. Report any breach or damage to SPRWS property to the emergency planning and security supervisor at 651-266-6309. Or any suspicious or illegal activity to local law enforcement.
- iv. Locking doors and gates before leaving the site.
- v. Notifying the engine room pumping engineer when they are leaving the site and confirm that the doors and gate have been secured, if they are the last to leave. If they are not last to leave, the Engine Room should still be informed that personnel of one company are leaving the property, but others are still on site.

“EXHIBIT “E”

Technical Minimum Site Standards

TECHNICAL MINIMUM SITE STANDARDS

Saint Paul Regional Water Services Water Tower Antenna Site

1. All equipment must be housed in an RF tight, metal enclosure that provides at least 60 db of attenuation to any internal RF signals. Desk-top base stations and open racks cannot be used without special approval. Additional shielding kits may be required.
2. At least 60 db of isolation for 450 MHZ, 800 MHZ and 900 MHZ transmitters and 30 db of isolation for 150 MHZ and 40 MHZ transmitters must be provided. A harmonic filter must be provided on the transmitter between the antenna and any ferrite device used. Additional filtering and isolation may be required and will be considered on a case-by-case basis.
3. Maximum transmitter power allowed in the antenna feed line shall be 110 watts per transmitter. High power levels will be considered on a case-by-case basis. Additional protective devices may be required.
4. Only jacket copper Helix cable shall be permitted for transmission lines at the site. All on-site intercabling must use RG/9, RG/142, RG/214 or ½ inch Superflex. RG/8 or any other single shielded cable will not be allowed.
5. Proposed transmitters that will cause second order, third order or fifth order intermodulation products on existing receiver frequencies will not be permitted on the site. A receiver with the same frequency as an existing second order, third order or fifth order intermodulation product at the site will not be permitted on the site.
6. All transmitters shall be equipped with band-pass cavities that will provide at least the following attenuation of side band noise, if needed:

40 MHZ band:	50 db at 1 MHZ
150 MHZ band:	50 db at 1.5 MHZ
450 MHZ band:	50 db at 2.5 MHZ
800/900 MHZ band:	50 db at 10 MHZ
Microwave:	50 db at 50 MHZ

7. Each cabinet must be identified by the owner’s name, address, FCC station license number and the name and telephone number of the responsible service agency.
8. Prior to approving any application for antenna space at the site, an engineering study will be prepared by Lessor’s communications engineering consisting of at least the following items:
 - a. Intermodulation interference (IM) calculations of all transmitters and receivers known to exist in the area at time of application. (Study will include 2nd, 3rd and 5th order IM terms, and A + B – C, three-product terms.)
 - b. Transmitter noise and receiver densing calculations of all equipment at the site.
 - c. Analysis of best equipment and antenna locations at the site.
 - d. Analysis of AC power requirements.
 - e. Report to prospective site user regarding applications.

9. Plan and specifications to secure equipment to tower must be submitted to and approved by Saint Paul Regional Water Services prior to installation.

- END -

Exhibit “F”

Memorandum of Lease Recording

DRAFTED BY

AND RETURN TO:

use only)

(space above this line for Recorder’s

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is entered into as of this _____ day of _____, 20____, by and between **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**, a municipal corporation under the laws of the State of Minnesota (“Lessor”), and **RAMSEY COUNTY** (“Lessee”).

1. LEASE OF PREMISES. For the purpose of installing, operating, and maintaining a communication facility and other improvements, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, certain premises located at 645 Sterling Street South, City of Maplewood of **Municipality**, County of Ramsey, State of Minnesota, and more particularly described in Section 4 of this Memorandum, and on the terms and conditions more particularly set forth in, that certain Site Lease Agreement dated **Date of Lease** (the “Lease”) by and between Lessor and Lessee, which terms and conditions are hereby incorporated by reference.
2. The initial term of the Lease shall commence on **Commencement Date**, and terminate on **Expiration Date**. Lessee shall have the right to extend the Lease for three (3) additional five (5) year terms.
3. The Lease provides in part the grant of a non-exclusive easement for unrestricted rights of access and to electric and telephone facilities.
4. The subject property affected by the filing and recording of this Memorandum of Lease is described below:

Outlot B, Beth Heights First Addition, according to the recorded plat thereof together with all hereditaments and appurtenances. PIN: 12.28.22.43.0012

Site Plan

See attached sheets

(Signature and Acknowledgement Pages Follow)

Lessor:

**BOARD OF WATER COMMISSIONERS
OF THE CITY OF SAINT PAUL**

Approved:

EIN 41-6005521

By _____

Racquel Vaske, General Manager
Saint Paul Regional Water Services

By _____

Mara Humphrey, President

Date _____

Approved as to form:

By _____

Assistant City Attorney

By _____

Mollie Gagnelius, Secretary

Date _____

By _____

John McCarthy, Director
Office of Financial Services

Date _____

For Lessee:

RAMSEY COUNTY

By _____
_____, County Manager

By _____
_____, Chair
Ramsey County Board of Commissioners

Approved as to form and insurance:

By _____
_____, Chief Clerk
Ramsey County Board of Commissioners

By _____

Assistant County Attorney

Date: _____

Budgeting and Accounting

ACKNOWLEDGEMENTS

BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL

STATE OF MINNESOTA)

) ss.

COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Mara Humphrey, President of the Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation, on behalf of said corporation.

Witness my hand and official seal.

Notary Public

STATE OF MINNESOTA)

) ss.

COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Mollie Gagnelius, Secretary of the Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation, on behalf of said corporation.

Witness my hand and official seal.

Notary Public

COUNTY OF RAMSEY)

Witness my hand and official seal.

LESSEE

Witness my hand and official seal.

61

Ramsey County Lease 2-18-2025

Final Audit Report

2025-02-28


Created:	2025-02-20
By:	Rosemark Dennis (Dennis.Rosemark@ci.stpaul.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIly1hA2NyoWDDAPC9ajb9htnD3xAdnPR

"Ramsey County Lease 2-18-2025" History

-  Document created by Rosemark Dennis (Dennis.Rosemark@ci.stpaul.mn.us)
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-  Document emailed to Racquel Vaske (racquel.vaske@ci.stpaul.mn.us) for signature
2025-02-20 - 4:33:42 PM GMT
-  Document emailed to Megan Hafner (megan.hafner@ci.stpaul.mn.us) for signature
2025-02-20 - 4:33:42 PM GMT
-  Document emailed to Mara Humphrey (marahumphrey@me.com) for signature
2025-02-20 - 4:33:43 PM GMT
-  Document emailed to mollie gagnelius (mollie.gagnelius@ci.stpaul.mn.us) for signature
2025-02-20 - 4:33:43 PM GMT
-  Document emailed to John McCarthy (john.mccarthy@ci.stpaul.mn.us) for signature
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-  Email viewed by mollie gagnelius (mollie.gagnelius@ci.stpaul.mn.us)
2025-02-20 - 5:06:10 PM GMT
-  Document e-signed by mollie gagnelius (mollie.gagnelius@ci.stpaul.mn.us)
Signature Date: 2025-02-20 - 5:06:47 PM GMT - Time Source: server
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2025-02-28 - 7:13:45 PM GMT

 Document e-signed by Mara Humphrey (marahumphrey@me.com)

Signature Date: 2025-02-28 - 7:14:06 PM GMT - Time Source: server

 Agreement completed.

2025-02-28 - 7:14:06 PM GMT

Ramsey County signatures for Board of Water Commissioners
of the City of Saint Paul Lease Agreement

Name: Shanika Alston
(PRINTED)

Signed: Shanika Alston

Title: County Attorney Office

Date: April 21, 2025

Name: Nancie Pass
(PRINTED)

Signed: Nancie Pass

Title: Director of Emergency Communications

Date: April 21, 2025

Name: Jason Yang
(PRINTED)

Signed:

Title: Chief Clerk

Date:

Name: Ling Becker
(PRINTED)

Signed:

Title: County Manager

Date:

Name: Rafael E. Ortega
(PRINTED)

Signed:

Title: Board Chair

Date:

Signature: *Shanika Alston*

Email: shanika.alston@co.ramsey.mn.us

Signature: *Nancie Pass*
Nancie Pass (Apr 21, 2025 14:19 CDT)

Email: nancie.pass@co.ramsey.mn.us

Board of Commissioners

Request for Board Action

Item Number: 2025-140

Meeting Date: 5/6/2025

Sponsor: Emergency Communications

Title

Amendment to Lease Agreement with the City of White Bear Lake 4701 Highway 61 White Bear Lake MN 55110 for use of the White Bear Lake Water tower

Recommendation

1. Approve the amendment to the lease agreement with the City of White Bear Lake 4701 Highway 61 White Bear Lake MN 55110 for the use of the city water tower at 4636 Centerville Road White Bear Lake Minnesota 55127 for the period upon execution to January 2035.
2. Authorize the Chair and Chief Clerk to execute the amendment.
3. Authorize the County Manager to execute amendments that do not have a financial impact.

Background and Rationale

Ramsey County Emergency Communications lease space from the City of White Bear Lake for an equipment shelter located at the White Bear Lake water tower. The lease for the use of this space is expiring and Emergency Communications needs board approval to extend the agreement.

Emergency Communications owns, operates, and maintains seven radios sites that support the Allied Radio Matrix for Emergency Response. The White Bear Lake water tower is part of that radio system that supports the public safety communications system. The City of White Bear Lake and the Ramsey County Director of Emergency Communications supports extending the lease at this location at no cost to the county.

County Goals (Check those advanced by Action)

☒ Well-being ☐ Prosperity ☐ Opportunity ☐ Accountability

Racial Equity Impact

No direct racial equity impact is linked to this agreement. The lease extension is an administrative action and Ramsey County's involvement serves the entire community.

Community Participation Level and Impact

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

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

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

Last Previous Action

On October 25, 2005, the Ramsey County Board approved lease agreement with the City White Bear Lake for the use of an equipment shelter at White Bear Lake water tower (Resolution 2005-392).

Attachments

1. Approved lease agreement with the City of White Bear Lake

2. Amendment to the lease agreement with the City of White Bear
3. Ramsey County signature approval

SW



Working with You
to Enhance Our Quality of Life

Office of the County Manager

David J. Twa, County Manager

250 Court House
15 West Kellogg Boulevard
St. Paul, MN 55102

Tel: 651-266-8000

Fax: 651-266-8039

e-mail: david.twa@co.ramsey.mn.us

November 7, 2005

Mark Sather
City Manager
City of White Bear Lake
4701 Highway 61
White Bear Lake, MN 55110

Dear Mr. Sather, *Mark*

Enclosed please find one fully executed copy of the Site Lease Agreement between the City of White Bear Lake and Ramsey County, along with a copy of the County Board Resolution.

If you have any questions or concerns, please do not hesitate to contact me or Connie Catlin at 651-266-8011.

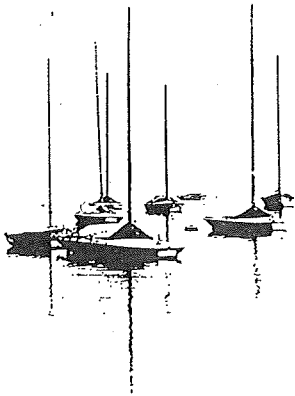
Sincerely,

David J. Twa
Ramsey County Manager

Thanks for your cooperation in getting this completed.

sam
Enclosure

cc: Connie Catlin



City of White Bear Lake

4701 Highway 61 • White Bear Lake, Minnesota 55110

TDD (651) 429-8511 • Fax (651) 429-8500

Phone (651) 429-8526

October 28, 2005

Karen Kushner
Assistant Ramsey County Attorney
Suite 560
50 W. Kellogg Boulevard
St. Paul, MN 55102-1556

Dear Ms. Kushner:

Enclosed are two originals of the lease for placement of communication equipment on the Centerville Road water reservoir in White Bear Lake. They have been signed by the appropriate City officials. I understand that you will have them executed by the County and one complete copy will be returned to the City.

Although this process has been somewhat lengthy, it was a pleasure working with you.

Best Regards,

A handwritten signature in black ink, appearing to read "Mark Sather". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mark Sather
City Manager

Encl.

SITE LEASE AGREEMENT
Between The City of White Bear Lake and
Ramsey County

This Site Lease Agreement ("Lease") is entered into this 25th day of October 2005 (the "Commencement Date"), between the **CITY OF WHITE BEAR LAKE**, a municipal corporation under the laws of the State of Minnesota ("Lessor"), and **RAMSEY COUNTY**, a political subdivision of the State of Minnesota ("Lessee").

In consideration of the terms and conditions of this Lease, the parties agree as follows:

1. Leased Premises.

Lessor hereby leases to Lessee certain space located at and on the Lessor's Centerville Road Water Tower Site located at 4636 Centerville Road, White Bear Lake, Minnesota 55110, which is legally described in attached Exhibit "A," *Legal Description and Site Plan*, for use for public safety communication system purposes. The water storage facility and its appurtenances ("Structure"), and the Lessor's land upon which the Structure is situated are collectively called "the Property." The property interest leased and granted by the Lessor to Lessee (collectively, the "Leased Premises") consists of the following:

- Structure exterior space for attachment of antennas at 156'6" FAGL;
- Interior space required for cable runs and equipment;
- non-exclusive easements required to run utility lines and cables;
- a non-exclusive easement across the Property for access.

No other space or property interests are being leased to Lessee except as described above and as described on Exhibit "A", *Legal Description and Site Plan*.

2. Terms/Renewals.

- (a) The initial term of this Lease shall commence on the date first written above and shall terminate on December 31, 2015.
- (b) Lessee shall have the right to extend this Lease for two (2) additional five (5) year terms (each a "Renewal Term") subject to (c) below.
- (c) This Lease shall automatically be renewed for each successive Renewal Term unless Lessee is in default beyond applicable notice and cure periods of any of the terms or conditions of this Lease, or unless Lessee notifies Lessor of its intention not to renew prior to commencement of the succeeding Renewal Term.

3. Rent.

Rent shall consist of Base Rent and such Additional Rent as may apply. Lessee shall make all Rent payments to Lessor at the following address:

City of White Bear Lake
Attn: Finance Department
4701 Highway 61
White Bear Lake, Minnesota 55110

Lessor's FIN is 41-6005641

If this Lease is terminated, pursuant to the terms and conditions of this Lease, rent shall be pro-rated to the termination date or the date on which all of Lessee's equipment is removed from the Leased Premises, whichever is later. Within thirty (30) days after the date of the termination, Lessor shall return to Lessee any amounts that Lessee has prepaid to Lessor.

Lessee shall pay all rent annually in advance, as indicated in the payment schedule below:

(a) Base Rent.

The Base Rent shall be waived. Provided, however, during either Renewal Term, the Lessee agrees to pay rent determined as follows: If the Lessor receives a request from an existing tenant or from a potential tenant for use of the Structure, Lessor shall follow the evaluation procedure set forth in Section 10.f. herein. If Lessee makes a written objection, Lessor shall deny the request. Following the denial, and for the balance of the Renewal Term, Lessee agrees to pay Lessor the fair market rent for the County's use or the equivalent of what Lessor would have received from the denied tenant, whichever is less. If the parties can not agree on the amount of rent after a reasonable period of time, Lessee and Lessor agree to submit the matter to a disinterested third party acceptable to both parties who is familiar with rental of sites for telecommunications use, and the parties shall accept the third party's decision as final.

(b) Additional Rent.

Additional Rent means all amounts, other than Base Rent provided for in paragraph 3 (a) above, that Lessee shall be obligated to pay under this paragraph or any other paragraph of this Lease. Additional Rent shall include the following fees, costs and expenses:

- (1) costs for the repairs, improvements, or alterations required to be made by Lessee in Section 6. Maintenance and Repairs;
- (2) all taxes on equipment personally owned by Lessee, general, or special. As a condition of Lessee's obligation to pay any tax, Lessor shall provide Lessee documentation from the taxing authority indicating with reasonable certainty that the tax was directly attributable to Lessee's tenancy. Lessee shall have the right to file an assessment appeal, and Lessor shall cooperate in any such appeal as reasonably requested by Lessee, all at Lessee's sole cost and expense;
- (3) all public utility rates, dues, and charges of any kind for utilities used by Lessee at the Leased Premises; and
- (4) fees, costs, and expenses for property insurance and/or uninsured losses as set forth in Section 13. Insurance.

In the event that Lessee does not pay the required Additional Rent to the appropriate

party, Lessor may, at its option, and after thirty (30) days prior written notice to Lessee, make such payments. Upon Lessor's notice to Lessee that it has made these payments, those amounts become due and payable by Lessee within thirty (30) days.

4. Use of Leased Premises.

(a) Lessor's Primary Use of Property.

The primary use and purpose of the Property, including the Leased Premises, is for a water storage structure and appurtenances to provide water service to customers of the Lessor ("Primary Use"). Lessor's operations in connection with pursuit of the Primary Use ("Lessor's Operations") take priority over Lessee's operations and Lessor reserves the right to take any action it deems necessary, in its reasonable discretion, to repair, maintain, alter, or improve the Property in connection with Lessor's Operations.

(b) Jeopardy of Lessor's Primary Use.

(1) In the event that the use of the Structure for water service is put at risk because of Lessee's operations ("Jeopardy"), Lessor shall provide written notice of such event to Lessee. Lessor and Lessee agree to work together to cure the occurrence that causes such Jeopardy. Lessee shall make all good efforts to cure such Jeopardy within thirty (30) days of receipt of written notice of event. If Lessee does not cure such Jeopardy within thirty (30) days of receipt of written notice of event, said occurrence of Jeopardy shall constitute an event of default as otherwise defined in *Section 12. Termination*. If circumstances beyond the control of Lessee prohibit the Jeopardy from reasonably being cured within thirty (30) days, Lessee shall notify Lessor of such circumstances and commence actions required to cure the Jeopardy (e.g. assessing the problem, ordering necessary equipment) within seven (7) days of Lessor's written notice of Jeopardy and shall diligently pursue the cure to completion within a reasonable time thereafter.

(2) In the event of Jeopardy that poses an immediate threat of substantial harm or damage to the water supply, to persons, and/or property on the Leased Premises, Lessor may enter the Leased Premises and may take such actions as are required to protect the water, individuals or personal property from such immediate threat of substantial harm or damage; provided that promptly after such emergency entry into the Leased Premises, and in no event later than twenty-four (24) hours after such entry, Lessor gives written notice to Lessee of Lessor's entry onto the Leased Premises. Lessee and Lessor shall work together to immediately take all additional steps necessary to address the cause of the immediate threat.

(c) Lessee's Use of Leased Premises.

(1) Lessee shall have the non-exclusive right, at its sole cost and expense, to use the Leased Premises as a base station for Lessee's 800 MHz/PSCS Subsystem to the regionwide 800 MHz interoperable radio communication system ("Approved Use").

(2) In accordance with this Approved Use, the Lessee has the right to install, operate, maintain, repair, replace, store or remove its antennas, equipment, personal property, leasehold improvements, and appurtenances (collectively, "Antenna Facilities") as shown in Exhibit "B", *Antenna Facilities*.

(d) Laws Governing Use and Approvals.

Lessee shall use the Leased Premises only in accordance with generally accepted engineering practices and in compliance with all applicable Federal Communications Commission ("FCC") federal, state, and local rules, laws and regulations. This Lease is contingent upon Lessee receiving all permits, licenses or approvals from all local, state, or federal land use jurisdictions or agencies for Lessee's permitted use of the Leased Premises. Lessee shall, at its sole cost and expense, obtain all such necessary permits, licenses or approvals. Lessor agrees to cooperate with Lessee in Lessee's pursuit all such necessary permits, licenses or approvals.

5. Installation of Equipment and Leasehold Improvements.

(a) Construction Plans.

For the initial installation of all Antenna Facilities and for site development, and for any and all subsequent revisions and/or modifications of same, Lessee shall provide Lessor and Lessor's Engineer ("Engineer") each with two (2) sets of construction plans ("Construction Plans") consisting of the following:

- (1) line or CAD drawings showing location of all planned installations plus materials and construction methods;
- (2) specifications for all planned installations, including cable colors;
- (3) diagrams of proposed Antenna Facilities;
- (4) a description of the equipment and personal property of Lessee to be located in the Structure and on the Leased Premises.

Construction Plans shall be easily readable and subject to prior written approval by the Engineer, which shall not be unreasonably withheld, conditioned or delayed.

(b) Construction Scheduling.

At least three (3) days prior to Lessee's construction mobilization, Lessee shall conduct a pre-construction meeting on the Property. Said meeting shall be attended by the Engineer, Lessee's representative and all parties involved in the installation.

(c) Construction Inspection.

The Engineer may inspect the project from time to time during construction to determine if construction is proceeding in accordance with the Construction Plans approved by the Engineer. The Engineer shall approve the construction upon completion so long as it is performed and completed substantially in accordance with the Construction Plans approved by the Engineer.

- (d) Lessee shall be solely responsible for all documented costs associated with the inspection and approval by Engineer as described in this Section 5, on a reimbursement basis at Lessor's actual cost, not to exceed \$2,000.

(e) Damage by Lessee.

Any damage to the Property, Leased Premises, or any equipment thereon caused by Lessee's installation and operations shall be repaired or replaced at Lessee's expense and to Lessor's reasonable satisfaction.

6. **Maintenance and Repairs.**

- (a) Lessor reserves the right to take any action it deems necessary, in its reasonable discretion, to repair, maintain, alter, or improve the Property in connection with Lessor's Operations as may be necessary.
- (b) Lessee shall, at its own cost and expense, maintain the Antenna Facilities in good and safe condition, and in compliance with applicable fire, health, building, and other life safety codes. All equipment appurtenances affixed to the Structure shall be as close to the color of the Structure as is commercially available to the Lessee, and color coatings must be approved by the Lessor's Engineer. Said approval shall not be unreasonably denied.
- (c) Lessor shall provide Lessee with not less than thirty (30) days prior written notice when Lessor paints or reconditions its Structure. Upon receiving such notice, it shall be the sole responsibility of Lessee to provide adequate measures to cover and protect Lessee's Antenna Facilities, and to protect the same from paint and debris fallout which may occur during the painting or reconditioning process. Lessor's painting or reconditioning of the Structure shall be performed in such a manner as to minimize interference to the greatest extent possible, with Lessee's operations under this Lease.
- (d) Except in an emergency, for all substantial improvements or repairs, Lessor shall meet with Lessee at least sixty (60) days in advance of the improvement or repair. Lessor shall reasonably cooperate with Lessee to carry out such activities without interference to Lessee's transmission operations. Lessee may maintain a mobile site on the Property or, after approval by Lessor, on any land owned or controlled by Lessor in the immediate area of the Property. If the Lessee requests a modification of Lessor's procedures for carrying out the improvement or repair in order to reduce the interference with Lessee's transmission operations, and Lessor agrees to the modification, the Lessee shall pay for any incremental cost related to the modification.
- (e) For minor repairs or maintenance, Lessor agrees to give two (2) days advance notice of any such activities to Lessee and to reasonably cooperate with Lessee to carry out such activities without interference to Lessee's transmission operations.

7. **Property Access.**

The Lessor's Security Plan is attached to this Lease as Exhibit C. Said Security Plan will control access to the Property and the Leased Premises by all outside persons, including Lessee's employees, agents and assigns, and is subject to modification by the Lessor when determined to be in the public interest. The modified Security Plan shall automatically be substituted as Exhibit C to this Lease upon delivery of a copy to Lessee, which shall be made prior to implementation where possible. Lessee agrees it shall conduct its operations on the Property and the Leased Premises in accordance with all requirements and conditions of said Security Plan. Subject to the requirements and conditions of said Security Plan, Lessee and Lessor agree to the following:

- (a) Lessee shall have access to the Leased Premises and Property twenty-four (24) hours a day, seven (7) days a week by means of existing access for any purpose relating to this Lease.

- (b) Lessee may, at its own cost and expense, enter upon the Property to study and determine the Property's suitability for any other use of Lessee, which studies may include surveys, radio wave propagation measurements, or field strength tests.
- (c) Lessor retains the right to examine and inspect the Leased Premises for safety reasons and to ensure that Lessee's covenants are being met, provided that Lessor may only have access to the equipment enclosure with the prior consent of Lessee, which Lessee shall not unreasonably delay, and with Lessee's representative present. Lessor shall be liable for, and hold Lessee harmless from, any damage to the Leased Premises or to Lessee's Antenna Facilities caused by Lessor in exercising its right to examine and inspect the Leased Premises.

8. Utilities.

Lessor makes no representations that utilities adequate for Lessee's use of the Leased Premises are available. Lessee will include separate utility meters in its Construction Plan and will pay for all utilities used by it at the Leased Premises. Lessor will cooperate with Lessee in Lessee's efforts to obtain utilities from any location provided by Lessor or the servicing utility.

9. Compliance and Statutes, Regulations, and Approvals.

Lessee's use of the Leased Premises herein is contingent upon its obtaining all certificates, permits, zoning, and other approvals that may be required by any federal, state or local authority, including but not limited to an engineering study and a radio frequency interference study. Lessee's Antenna Facilities and any other facilities shall be erected, maintained, used, financed, and operated in accordance with all state or federal or local or municipal statutes, ordinances, rules, or regulations now in effect, or that hereafter may be issued by the FCC or any other governing bodies, and in accordance with any Leased Premises standards annexed hereto as Exhibit D, *Technical Minimum Site Standards*. Lessor will provide Lessee with a tower top drawing of all transmit antennas with a listing of the transmit effective radiated power, antenna radiation pattern, and frequency of each transmitter using each of those antennas for all existing radio stations using the tower top for transmit antennas.

10. Interference.

- (a) Lessee's use shall be non-exclusive and Lessor retains the right to lease space to other parties, provided that other parties' use of such space does not interfere with Lessee's Approved Use. The Lessee shall not use the Leased property in any manner which interferes with existing uses by other lessees and shall, prior to any improvements, provide evidence that such improvements and uses will not interfere with existing uses. Lessor will not grant a later lease to any other party or modify the use of an existing lessee for use of the Property, if such use would or is likely to interfere with Lessee's operations on the Leased Premises. Any future lease by Lessor of the Property to additional parties that permits the installation of communications equipment shall be conditioned upon not interfering with Lessee's use of the Leased Premises, and shall be terminated if interference occurs and is not corrected within a reasonable time. Lessor agrees that it will notify such future parties in any lease or agreement of such condition.
- (b) Lessee shall provide at least thirty (30) days written notice to Lessor before modifying or placing additional transmitter or receiver frequencies on the Leased Premises. Said notice

shall describe all equipment and frequencies proposed to be added or modified and shall include the results of any interference studies performed on Lessee's behalf. However, the Lessor, in its sole discretion, shall retain the right provided herein to submit the study results to the Radio Frequency Engineer for review at Lessee's sole expense, provided that Lessee shall be responsible only for documented services, on a reimbursement basis at Lessor's actual cost, not to exceed \$2,000 per review.

- (c) Lessee's installation, operation, and maintenance of its Antenna Facilities shall not damage or interfere in any way with Lessor's Operations or repair and maintenance activities.
- (d) Lessor's use of the Property shall not interfere with the Lessee's Approved Use of the Leased Premises. If Lessor's use of the Property causes interference with Lessee's Approved Use, in the event of any such interference the Lessor shall take all actions necessary to immediately eliminate such interference in accordance with reasonable technical standards. Lessor shall be responsible for any loss, damage, or injury resulting from such interference, whether such loss, damage, or injury is suffered or incurred by the Lessee or by any other third party.
- (e) In its use of the Leased Premises, Lessee may not interfere with Lessor's Operations provided that the equipment used by Lessor is operating within the technical perimeters specified by its manufacturer and/or as defined by the FCC. In the event of any such interference, Lessee shall take all actions necessary to immediately eliminate such interference in accordance with reasonable technical standards. In the event Lessee cannot correct the interference, Lessee shall have the option to terminate this Lease without further liability hereunder, upon sixty (60) days written notice to Lessor.
- (f) Lessor in no way guarantees to Lessee noninterference with Lessee's transmission operations. In the event that Lessor receives a request from a party seeking to lease space on the Property, Lessor shall make an independent evaluation of any interference with Lessee's operations from the requested addition, and shall submit the proposal, complete with all technical specifications reasonably requested by Lessee, and Lessor's evaluation, to Lessee for review for noninterference. Lessee shall have thirty (30) days following receipt of said proposal and evaluation to make any objections thereto, and failure to make any objection within said thirty (30) day period shall be deemed consent by Lessee to the installation of antennas or transmission facilities pursuant to said proposal. Lessee shall not be responsible for the expenses incurred in any independent validation of such interference objections. If Lessor determines to permit the additional antenna or transmission facility on the Property and the addition subsequently interferes with Lessee's operations, Lessor shall immediately modify the addition to make it non-interfering or shall cause the interfering equipment to be immediately removed at no cost to Lessee.
- (g) If another tenant of the Property interferes with the Lessee's operation, and the other tenant fails to cease the interference within a five-day notice period, the Lessor shall immediately terminate the other tenant's use. All leases subsequent to the Lessee's Lease shall inform the tenant of the Lessor's right of termination of use.

11. Frequencies.

- (a) The Lessee shall obtain FCC approval of all frequencies to be used by the Lessee and shall provide the Lessor with a copy of the FCC approval prior to using the Leased Premises.
- (b) If the Lessee wishes to modify or place additional transmitter or receiver frequencies on the Leased Premises, the Lessee shall obtain FCC approval.

12. Termination.

Except as otherwise provided herein, this Lease may be terminated by either party upon sixty (60) days written notice to the other party for the following reasons:

- (a) by either party, upon a material default of any covenant or term hereof by the other party; which default is not cured within sixty (60) days of receipt of written notice of default to the other party (without, however, limiting any other rights of the parties at law, in equity, or pursuant to any other provisions hereof), or if such cure cannot be completed within sixty (60) days, within such reasonable time as may be required, provided the defaulting party commences the cure within ten (10) days of receipt of written notice of default and diligently pursues such cure to completion;
- (b) by Lessee if it is unable to obtain or maintain any license, permit, or other governmental approval necessary for the construction and/or operation of the Antenna Facilities;
- (c) by Lessee if the Leased Premises are or become unusable under Lessee's design or engineering specifications for its Antenna Facilities, or the communications system to which the Antenna Facilities belong;
- (d) by Lessor, if it determines, after review by an independent structural engineer, that the Property is structurally unsound, including but not limited to consideration of age of the Structure, damage or destruction of all or part of the Property from any source, or factors relating to condition of the Property;
- (e) by Lessor if Lessee fails to pay rent provided for in *Section 3. Rent* within thirty (30) days of receipt of written notice from Lessor of a rent or other payment being overdue.
- (f) by Lessor if Lessee does not complete installation of its Antenna Facilities as shown on Exhibit "B" within one (1) year of the Commencement Date of this Lease.
- (g) Without limiting the foregoing or any other remedy, Lessee shall have the right to terminate this Lease upon sixty (60) days written notice in the event its reception or transmission is interfered with by Lessor or its other tenants' equipment. Such right to terminate shall become void if Lessor cures such interference within thirty (30) days of receipt of written notice.

13. Insurance.

- (a) Lessee shall obtain and maintain adequate insurance to protect the Lessee against any and all claims, demands, actions, judgments, expenses, and liabilities that may arise out of or result from Lessee's use of the Leased Premises. Lessee may provide such coverage through a program of self-insurance.
- (b) Nothing in this Agreement shall constitute a waiver by the Lessee of any statutory or common law immunities, limits or exceptions on liability.

14. Indemnity.

Lessee agrees to indemnify, defend, save, and hold harmless the Lessor and/or its agents, officers or employees thereof from all claims, demands, actions, or causes of action of whatsoever nature or character, arising out of, or by reason of, the Lease of the herein described Leased Premises by the Lessor to Lessee, or arising out of, or by reason of, the use or condition of the Leased Premises, or as a result of Lessee's operations or business activities taking place on the Leased Premises, provided the same is not due to the contributory negligence or willful misconduct of the Lessor, and/or its agents, contractors, officers, or employees thereof. It is fully understood and agreed that Lessee is aware of the conditions of the Leased Premises and leases the same "as is."

Lessor agrees to indemnify, defend, save, and hold harmless the Lessee, its agents, officers or employees thereof from all claims, demands, actions, or causes of action of whatsoever nature or character, arising out of, or by reason of, the Lease of the herein described Leased Premises by the Lessee to Lessor, or arising out of, or by reason of, the use or condition of the Leased Premises, or as a result of Lessor's operations or business activities taking place on the Leased Premises, provided the same is not due to the contributory negligence or willful misconduct of the Lessee, its agents, contractors, officers, or employees.

15. Damage or Destruction.

If the Property or any portion thereof is destroyed or damaged so as to interfere with its use by the Lessee, Lessee may elect to terminate this Lease upon five (5) days' written notice to Lessor or may elect to repair the damage at its own expense. If the Lessee elects to terminate, all rights and obligations of the parties shall cease as of the date of termination.

16. Notices.

All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given when personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

If to Lessor: City of White Bear Lake
 Attn: City Manager
 4701 Highway 61
 White Bear Lake, Minnesota 55110

If to Lessee: County Manager
 250 City Hall/Courthouse
 Saint Paul, Minnesota 55101

17. Representations and Warranties.

(a) Lessor represents that (i) it has full right, power, and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, subject to such liens of record; and (iii) Lessee shall have quiet enjoyment of the Leased Premises during the term of this Lease in accordance with its terms.

(b) Lessor represents that it has no knowledge of any substance, chemical or waste on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation as defined in paragraph 17 (c) of this Lease. Lessor will be solely liable for and will defend, indemnify and hold Lessee, its agents and employees

harmless from and against any and all claims, costs and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with the removal, cleanup or restoration of the Property with respect to hazardous, toxic or dangerous materials from any and all sources other than those hazardous, toxic or dangerous materials introduced to the Property by Lessee. Lessee represents and warrants that its use of the Leased Premises herein will not generate and it will not store or dispose on the Property nor transport to or over the Property any hazardous substance, chemical or waste contrary to any law or regulation. Lessee further agrees to hold Lessor harmless from and indemnify Lessor against any release of any such hazardous substance, and any damage, loss, expense, or liability resulting from the breach of this representation or from the violation of any state or federal law by such release associated with Lessee's use of hazardous substances, including payment of all reasonable attorneys' fees, costs, and penalties incurred as a result thereof, except for any release caused by the negligence or willful misconduct of Lessor, its employees, or agents.

- (c) "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state, or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations, or rules may be amended from time to time. Lessor acknowledges Lessee's use of batteries as back-up power and deems them acceptable as long as such batteries are used in accordance with all applicable laws and good engineering practices.
- (d) The individuals signing and executing this agreement on behalf of both parties warrant that they have the requisite corporate power and authority to enter into and perform this agreement on behalf of their respective parties.

18. No Liability on Lessor.

Except due to Lessor's willful misconduct or gross negligence, Lessor shall not be liable for any damage to Lessee's Antenna Facilities, and Lessor shall not be liable for vandalism or malicious mischief caused by third parties, known or unknown, to Lessee's Antenna Facilities, nor shall Lessor be liable for any lost revenue, business or profits of Lessee.

19. Assignment.

- (a) Lessee may not assign or sublet this Lease without the prior written consent of Lessor, which consent shall not be withheld or delayed without reasonable cause. Any approved sublease that is entered into by Lessee shall be subject to all of the provisions of this Lease.
- (b) The parties acknowledge that this is a nonexclusive lease. Nothing in this Lease shall preclude Lessor from leasing space on the Property to any other person or entity, subject to the conditions set forth in *Section 10. Interference*.

20. Successors and Assigns.

This Lease shall run with the Property. This Lease shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

21. Surrender of Leased Premises.

At the expiration of the Initial Term of this Lease, or any Renewal Term, or any earlier termination of this Lease, Lessee shall quit peacefully and surrender possession of the Leased Premises in as good condition as when it was delivered to Lessee, reasonable wear and tear and casualty loss excepted. Lessee shall remove its Antennas Facilities from the Property on or before date of expiration or termination, and shall repair any damage to the Property caused by such Antenna Facilities, all at Lessee's own cost and expense.

22. Marking and Lighting Requirements.

Lessor acknowledges that it shall be responsible, at Lessor's sole cost and expense, for compliance with all building marking and lighting requirements that the Federal Aviation Administration ("FAA") may require with respect solely to the height of Lessor's Structure. The responsibility, however, is expressly limited to the requirements that would be required of an elevated water storage facility having no communications equipment installed on it, irrespective of Lessee's antennae. Lessor shall indemnify and hold harmless Lessee from any fines or other liabilities caused by Lessor's failure to comply with such requirements for the elevated water storage facility Structure. Further, should the FAA cite Lessee, or in the event any claims are brought against Lessee because the Structure alone is not in compliance, as opposed to the Structure and antennae, then Lessor shall indemnify Lessee for full costs, liabilities, damages and expenses, including reasonable attorney's fees. Further, if Lessor does not cure the conditions of noncompliance on the Structure within the time frame allowed by the citing agency, Lessee may either terminate this Lease immediately without any further liability hereunder upon written notice to Lessor or may bring the Structure into compliance and submit the bill to the Lessor for payment.

Lessee acknowledges that it shall be responsible at Lessee's sole cost and expense, for compliance with all building marking and lighting requirements that the FAA may require with respect to Lessee's antennae. In the event the FAA determines that Lessor's water tower needs to be marked, lighted, or in any way modified due to the existence of Lessee's antennae, Lessee shall have the option to mark and light the tank at its own expense, or to terminate this Lease, pursuant to Section 12. *Termination*, and remove all its equipment at its own cost without any further liability to either party hereunder upon thirty (30) days written notice to Lessor. Said marking, lighting and modifying shall be subject to prior written approval by Lessor, such approval not to be withheld without cause. Lessor shall approve or object to such plans within thirty (30) days of receipt, and failure to make any objection within said thirty (30) day period shall be deemed approval by Lessor.

23. Radio Frequency Radiation Compliance.

- (a) The Radio Frequency Engineer will perform a radiation survey of the Property following Lessee's initial Radio Frequency transmissions on the Leased Premises. Lessee shall pay the costs for such survey, provided that Lessee shall be responsible only for documented services, on a reimbursement basis at Lessor's actual cost, not to exceed \$600.
- (b) Lessee shall implement all measures at the transmission site required by FCC regulations, including but not limited to posting signs and markings. Lessor shall cooperate with and permit Lessee to implement all reasonable measures in order for Lessee to fulfill its Radio Frequency exposure obligations. Lessor agrees that in the event any future party causes the entire site to exceed FCC Radio Frequency radiation limits, as measured on

the Lease Premises, Lessor shall hold such future party liable for all such later-arising non-compliance.

24. Third Party Approvals, Inspections and Evaluations.

The Lessee shall be responsible for all costs associated with obtaining required reviews, approvals, inspections, studies surveys or evaluations, whether required by this Lease or by other governing authorities.

25. Miscellaneous.

- (a) This Lease constitutes the entire agreement and understanding of the parties and supersedes any and all offers, negotiations, or other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties. No provision of this Lease will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provisions of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.
- (b) This Lease shall be construed in accordance with the laws of the State of Minnesota. Any legal action may only be commenced and proceed in the relevant district court in Ramsey County, Saint Paul, Minnesota.
- (c) If any term of this Lease is found to be void or invalid, such invalidity shall not affect the remaining terms of this Lease, which shall continue in full force and effect.
- (d) Upon request by Lessee, Lessor agrees to execute a recordable Memorandum of this Lease.
- (e) Exhibits "A" through "D" listed below are hereby incorporated into this Lease by reference.

- Exhibit A *Legal Description and Site Plan*
- Exhibit B *Antenna Facilities*
- Exhibit C *Security Plan*
- Exhibit D *Technical Minimum Site Standards*

IN WITNESS WHEREOF, the parties hereto have executed this Lease, the day and year first above written.

Lessor:

THE CITY OF WHITE BEAR LAKE
FIN 41-6005641

Approved:

By

Mark Sather, City Administrator

By

Paul L. Auger, Mayor

Approved as to form:

By

Assistant City Attorney

Lessee:

RAMSEY COUNTY

Approval recommended:

By

David Twa, County Manager

By

Victoria Reinhardt, Chair
Ramsey County Board of Commissioners

Approved as to form and insurance:

By

Assistant County Attorney

By

Bonnie Jackelen, Chief Clerk
Ramsey County Board of Commissioners

Date:

11/2/05

Purchase Order or
Aspen Vendor Contract Number:

Funds are available
Account Number:

Kathryn L. Moon
Budgeting and Accounting

EXHIBIT A

Legal Description and Site Plan

Legal Description

Legal Description of property commonly referred to as 4636 Centerville Road, White Bear Lake, Minnesota 55110: N 30 Ft Of S 210 Ft Of W 330 Ft Of N $\frac{1}{2}$ Of Sw $\frac{1}{4}$ Of Se $\frac{1}{4}$ & N 240 Ft Of S 420 Ft Of Sd N $\frac{1}{2}$ Of Sw $\frac{1}{4}$ Of Se $\frac{1}{4}$ Lying E Of Sd W 330 Ft & Lying Wly Of Hwy 35-E(subj To Rd) In Sec 16 Tn 30 Rn 22

Structural Plan

Ramsey County is proposing to construct a base radio station on and within the White Bear Water tower. No external buildings or site modifications are required or proposed. The base radio station is part of a Countywide Integrated Interoperable Public Safety Radio System and a subsystem of the Regional Integrated Interoperable public Safety Radio System.

The proposed work at the White Bear water tank will include:

1. The construction of an upper level platform (second story) within the water tank base. Access will be provided via the existing stairway. The construction will occupy approximately 1/3 of the base footprint, located on the southern portion of the footprint and will be designed to accommodate a square foot loading that will support the County radio system equipment. The County will utilize approximately 350 sq. ft. of this platform. A small lift device will be included in the construction.
2. The construction of an internal shelter building with independent air-conditioning and emergency power. The internal shelter will be constructed to a standard similar to those structures currently located within the Water Tank Base. The structure will be approximately 270 sq. ft. and will either be fabricated on site or a prefabricated unit that can be hoisted in pieces through the access opening. The air conditioning units and the emergency power generator will be located on the second floor. The fuel source, diesel preferred, is recommended to be located on the ground floor inside the water tank base. The County will secure a separate XCEL power source. Other internal construction will include cable runs and supports for the cable to the top of the water tank. Cable runs will consist of Microwave wave-guides from each of the proposed microwave antenna and antenna coaxial cable from each of the five-radio antenna. Additional cable will be required if the White Bear or Maplewood PSAP chooses to connect to the system. The type of cable will be dependent upon the connection choice made by each of the cities.
3. The radio antenna configuration will consist of three 8.5 ft., one 10 ft., and one 22 ft. collinear antennas.
4. Microwave connection antenna will consist of:
 - a. One 6 ft. dish as part of the regional radio loop pointing north to Lino Lakes.
 - b. One 6 ft. dish as part of the regional radio loop pointing southwest to the MnDot Waters Edge Building.
 - c. One 3 ft. dish as part of the Ramsey Subsystem point southwest to the University of Minnesota St. Paul Campus.
 - d. Possible: One 3 ft. dish pointing to the Maplewood Dispatch Center.
 - e. Possible: One 3 ft. dish pointing to the White Bear Dispatch Center.

5. Standards for construction:
 - a. All structural construction will be certified by a registered structural engineer.
 - b. All internal construction will be certified by a registered architect and electrical engineer.
 - c. All radio construction will be in accordance with FCC regulations.
6. The County will restore the site to previous condition after construction is complete.
7. See attached diagram for details.

EXHIBIT B

Centerville Road Water Tower Antenna Facilities

Ramsey County Public Safety Radio System City of White Bear Lake Water Tank Location Technical Data Sheet

Ramsey County radio equipment has the following parameters:

800 MHz NPSPAC Band Public Safety Land Mobile Radio Equipment:

Base Station Tx Frequencies: 20 frequencies between 866 and 869 MHz

Base Station Rx Frequencies: 20 frequencies between 821 and 824 MHz

Modulation/Standard: QPSK

Maximum ERP: +47 dBm

Channel Bandwidth: 12.5 kHz

Antenna Information:

Quantity	Mfr	Model	For	Length	Weight
3	Celwave	PD1108	Transmit	8.27 feet	10 lbs
1	Celwave	PD1109	Receive	10.42 feet	17 lbs

All antennas will be mounted on the top of the water tank.

Governing FCC Rules: Code of Federal Regulations
Title 47, Telecommunications
Part 90

Out of Band Emissions: On any frequency outside a licensee's frequency block, the power (P) of any emission shall be attenuated below the transmitter power by at least $43 + 10\log(P)$ dB. The equipment will meet this requirement.

VHF Fire Paging Radio System

Base Station Tx Frequency: Two frequencies, one at 154.2200 MHz and the other between 154 and 159 MHz.

Modulation/Standard: NBFM

Maximum ERP: +42 dBm

Channel Bandwidth: 25 kHz

Antenna Information: One Celwave PD220-3A antenna, 22 feet long, 23 lbs weight, mounted on the top of the water tank.

Governing FCC Rules: Code of Federal Regulations
Title 47, Telecommunications
Part 90

Out of Band Emissions: On any frequency outside a licensee's frequency block, the power (P) of any emission shall be attenuated below the transmitter power by at least $43 + 10\log(P)$ dB. The equipment will meet this requirement.

Point-to-Point Microwave Link

Transmit and receive frequencies will be in the 10.7 to 11.7 GHz band.

Modulation/standard: 16 QAM

Maximum ERP: +55.23 dBm

Channel Bandwidth: 2.5 MHz

Antenna Information: One four foot diameter, RFS SD4-107AB microwave antenna with radom mounted on the top of the water tank.

Governing FCC Rules: Code of Federal Regulations
Title 47, Telecommunications
Part 94

Point-to-Point Microwave Link

Transmit and receive frequencies will be in the 6GHz band.

Modulation/standard: 16 QAM

Maximum ERP: +55.23 dBm

Channel Bandwidth: 2.5 MHz

Antenna Information: One four foot diameter, RFS SD4-107AB microwave antenna with radom mounted on the top of the water tank.

Governing FCC Rules: Code of Federal Regulations
Title 47, Telecommunications
Part 94

EXHIBIT C

SECURITY PLAN

Remote Facilities Access

The City of White Bear Lake (WBL)

Standard Operating Procedure (SOP)

Effective Date:

INTENT:

WBL is dedicated to providing its employees with the safest work environment possible and to taking every reasonable precaution to ensure the safety of potable water delivered to our communities. This SOP provides conditions for persons with need to access WBL facilities outside the ??? water treatment facilities (Remote Facilities). It establishes procedures for access as well as the issuance and display of proper identification by persons with unescorted access rights.

SECURITY OF FACILITIES:

Persons with routine access to remote facilities include WBL staff, agents of entities leasing space, agents of various cities, and various law enforcement personnel. Other entities also have occasional access needs under the supervision of WBL staff. With so many persons having legitimate access needs, it is imperative that specific procedures be established to ensure that the highest level of security possible. As a result, the following procedures are established:

1.0 FACILITY LOCKS

1.01 All Remote Facilities will be secured with high-security locks utilizing high-security keys (Keys).

- a) Locks will be furnished and installed by WBL.
- b) No other locks are permitted, and all such other locks will be removed and disposed of.

1.02 Issuance of Keys

- a) WBL staff who require access, as determined by the appropriate WBL division manager, will be issued Keys. Such Keys will be reduced to the lowest possible number.

- 1. WBL staff are responsible for the safe keeping of Keys issued to them.
- 2. Repeated lost keys will be considered negligence and may result in corrective action and/or discipline by WBL management.

- b) Other agents who require access, as determined by the appropriate WBL division manager (Authorized Agents), will be issued site-specific Keys.
1. Authorized Agents may include, but are not necessarily limited to, those of local, state and federal governmental units and law enforcement agencies (Public Agencies), and those of leaseholders, utility or maintenance companies (Private Agencies).
 2. The number of site specific Keys issued will be limited to the lowest number needed by each Authorized Agent, as determined by WBL.
 3. Prior to issuance of Keys, Private Agencies will be required to place a deposit with WBL in the amount of \$200 for each Key issued.
 4. Public Agencies will be issued Keys at no cost.
 5. Private Agencies losing keys will forfeit their deposit and must make a new deposit prior to issuance of replacement Keys.
 6. Prior to issuance of replacement Keys, both Public and Private Agencies must pay a key replacement charge, which shall be either the actual cost of replacement or \$75 per Key, whichever is greater.
 7. Any Private Agency which has lost more than 5% of the keys issued to them will be required to pay all costs necessary to re-key the affected facilities, plus all costs to reissue Keys to all Private and Public Agencies Key holders of record.
- c) Key audits will be conducted at least once each calendar year.
1. Each WBL staff member, and each Authorized Agent, to whom WBL Keys were issued will be required to sign a Key Audit Statement acknowledging their continued possession of the Key.
 2. Both Public and Private Agencies are responsible for the return of all Keys issued to their agents who leave their employ or are no longer required by the Authorized Agency to access WBL facilities.
 3. Lost keys must be reported immediately to WBL by contacting ?? at ???.
 4. Repeated losses will result in larger deposit requirements, as may be determined necessary by WBL staff.

2.0 IDENTIFICATION PROCEDURES

2.01 All WBL staff and personnel are issued a WBL photo identification card (ID Card) at the ??? facility.

2.02 All Authorized Agents of Private Agencies must complete employee background

checks equal to those established and required by WBL for its own staff and personnel.

2.03 WBL will issue, at the ??? facility, photo identification cards to the Authorized Agents of Private Agencies by appointment. Please call ??? to schedule an appointment.

a) Persons presenting themselves for ID Cards must have the following:

1. Government issued photo identification (drivers license, passport, etc.).
2. Completed WBL form certifying the completion of a background check. (Master forms and background criteria will be provided to each Private Agency applicant for this purpose. No other forms will be accepted.).
3. A check or money order paid to the order of The City of White Bear Lake in the amount of \$150 as a refundable deposit for the ID Card. Deposits will be refunded upon return of the ID Card to the designated WBL personnel. Increased deposit amounts may be required for applicants from Private Agencies who have high loss ratios as determined by WBL.

b) All persons issued ID Cards are responsible for their safekeeping and control. They are issued for the sole use and convenience of the person listed on the face of the ID, and they may not be used for other than the official performance of duties.

2.04 Private Agencies are ultimately responsible for the return of all ID Cards issued to their agents who leave their employ and no longer have the need to access WBL facilities.

a) ID Card audits will be conducted at least once each calendar year.

1. The loss or theft of an identification card must be reported immediately to ??? at ???. After hours lost or stolen ID cards must also be immediately reported to ??? at ???.
2. Replacement cost for a lost ID Card will be established by WBL and posted at the office where they are issued.
3. Deposits for ID Cards not returned by persons no longer employed by a Private Agency will be forfeited.

3.0 SITE ACCESS REQUIREMENTS

3.01 Request to access site required prior to entry.

- a) During normal business hours
(7:30 am to 4:00 pm, Mondays through Fridays, except legal holidays).
 - 1. Contact ???
 - 2. All callers must provide name, the number of people seeking entrance and the expected duration of their presence at the facility.
 - 3. ??? will grant or deny access permission based on such information and communicate outcome to the Pumping Engineer II on duty in ??
 - 4. In the event that ??? is not able to be contacted within four (4) hours of the initial attempt, follow the procedures in d) below.
- b) After normal business hours.
 - 1. Contact ??.
 - a. ??? will make arrangements with ??? to deliver a Key to the Authorized Agent(s) at the site.
 - b. Distribution personnel will be responsible to verify the identity of the Agent(s) and to monitor Agent(s') activity at the site.
 - 2. Under certain conditions, ??? personnel may not be available, in which case ??? will use their best judgment to determine if there is another way to grant access to the Agent, or to deny or delay access.
- c) Routine and regularly scheduled
 - 1. Whenever possible, Authorized Agencies that require repeated, routine access should schedule such access during normal business hours.
 - 2. Public and Private Agencies requiring regular access to sites must contact ??? no less than 24 hours in advance to make arrangements for access and escort.
- d) Emergency
 - 1. Emergency access during normal business hours:
???. If no answer, ???.
 - 2. Emergency access after normal business hours:
?????. If no answer, ???.

3. Repeated emergency needs may result in charges for WBL staff time.

- e) Whenever contacted by agents, ?? and ??? to leave a message for ???? about the details of calls and actions taken.

3.02 While at site.

- a) While working at the facility, people with an ID Card must display it on the front of their outermost garment above the waist at all times while on WBL property.
- b) Persons who do not have an ID Card must be under escort of WBL or other properly identified person(s).
- c) Authorized Agents are required to perform their necessary work on the site in a manner that does not compromise site security. This includes, but is not limited to, securing all doors and gates before leaving the site.

3.03 Leaving site.

- a) During normal business hours, Authorized Agents must notify ??? when leaving the site.
- b) After normal business hours, Authorized Agents must notify ??? when leaving the site.

4.0 WBL CONTACTS

4.01 Normal and emergency access during normal business hours:
???. If no answer, ???.

4.02 Normal and emergency access after normal business hours:
???

4.02 Emergency access after normal business hours:
???. If no answer, ????

- End -

EXHIBIT D

TECHNICAL MINIMUM SITE STANDARDS

The City of White Bear Lake Water Tower Antenna Site

1. The County of Ramsey 800 MHz trunked radio transmitter/receiver base radio stations and 150 MHz transmitters will be mounted in open racks in a shelter building at the Centerville Road water tank location in White Bear Lake.

Approval for mounting the Ramsey County base radio stations in open racks is based on the following considerations:

- a. No desk-top base stations will be used at this location.
 - b. The base stations are housed in an RF tight, metal enclosure that is certified by the FCC to meet the Maximum Permissible Exposure (MPE) requirements, and the enclosures are certified to meet FCC Rules, Part 15, on radiated emission levels.
 - c. The transmitter/receiver base radio stations are each enclosed in a cabinet designed for installation of six stations, one above the other, in an open rack with 10-1/2 inches of vertical height per station. Each of the 800 MHz trunked base radio stations radiates approximately 325 Watts of heat when transmitting and they have a high transmit duty cycle because they are used in a trunked radio system. The enclosures have heat sinks across the back to move heat away from the stations to air. Heat will not be able to escape if these stations must be installed in an enclosed cabinet instead of an open rack.
2. At least 60 db of isolation for 450 MHZ, 800 MHZ and 900 MHZ transmitters and 30 db of isolation for 150 MHZ and 40 MHZ transmitters will be provided. A harmonic filter will be provided on the transmitters between the antenna and any ferrite device used. Additional filtering and isolation may be required and will be considered on a case-by-case basis.
3. Maximum transmitter power allowed into the antenna feed line shall be 110 watts per transmitter. Higher power levels will be considered on a case-by-case basis. Additional protective devices may be required.
4. Only jacketed copper Heliax cable shall be permitted for transmission lines at the site. All on-site intercabling must use RG/9, RG/142, RG/214 or ½ inch Superflex. RG/8 or any other single shielded cable will not be allowed.
5. Proposed transmitters that will cause second order, third order or fifth order intermodulation products on existing receiver frequencies will not be permitted on the site. A receiver with the same frequency as an existing second order, third order or fifth order intermodulation product at the site will not be permitted on the site.

6. All transmitters shall be equipped with band-pass cavities that will provide at least the following attenuation of side band noise, if needed:

40 MHZ band:	50 db at 1 MHZ
150 MHZ band:	50 db at 1.5 MHZ
450 MHZ band:	50 db at 2.5 MHZ
800/900 MHZ band:	50 db at 10 MHZ
Microwave:	50 db at 20 MHZ

7. Each cabinet will be identified by the owner's name, address, FCC station license number and the name and telephone number of the responsible service agency.

8. Prior to approving any application for antenna space at the site, an engineering study will be prepared by Lessor's communications engineer consisting of at least the following items:

- a. Intermodulation interference (IM) calculations of all transmitters and receivers known to exist in the area at time of application. (Study will include 2nd, 3rd and 5th order IM terms, and A + B - C, three-product terms.)
- b. Transmitter noise and receiver desensing calculations of all equipment at the site.
- c. Analysis of best equipment and antenna locations at the site.
- d. Analysis of AC power requirements.
- e. Report to prospective site user regarding application.

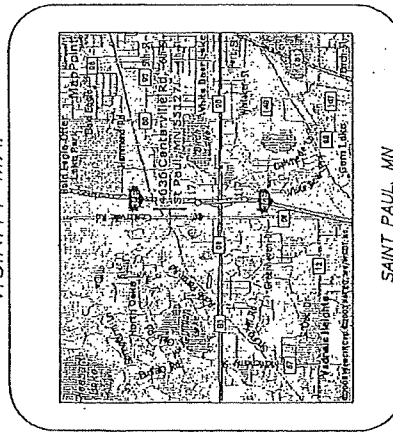
9. Plan and specifications to secure equipment to the tower must be submitted to and approved by the City of White Bear Lake prior to installation.

- End -

DRAWING INDEX

<u>SHEET</u>	<u>REV</u>	<u>TITLE</u>
T01	1	TITLE SHEET
A01	1	TANK ELEVATION & ROOF PLAN
A02	1	FLOOR PLAN & SECTION VIEW
A03	1	2ND LEVEL PLAN & HOIST ELEV
A04	1	UPPER PLATFORM
D01	1	MICROWAVE MOUNTING FRAME
D02	1	MICROWAVE MTG FRAME DETAILS
D03	1	CABLE & ANTENNA MTG DETAILS
D04	1	ACCESS TUBE PLAN & SECTION
D05	1	COAX LADDER DETAILS
S01	1	2ND LEVEL FRAMING & ROOF FRAMING
S02	1	2ND LEVEL SECTIONS & NOTES
S03	1	DETAILS
S04	1	STAIRWAY PLAN & ELEV
S05	1	FOOTING PLANS & DETAILS
S06	1	HOIST MOUNTING DETAILS
S07	1	ROOFTOP ENTRY PORT DETAILS

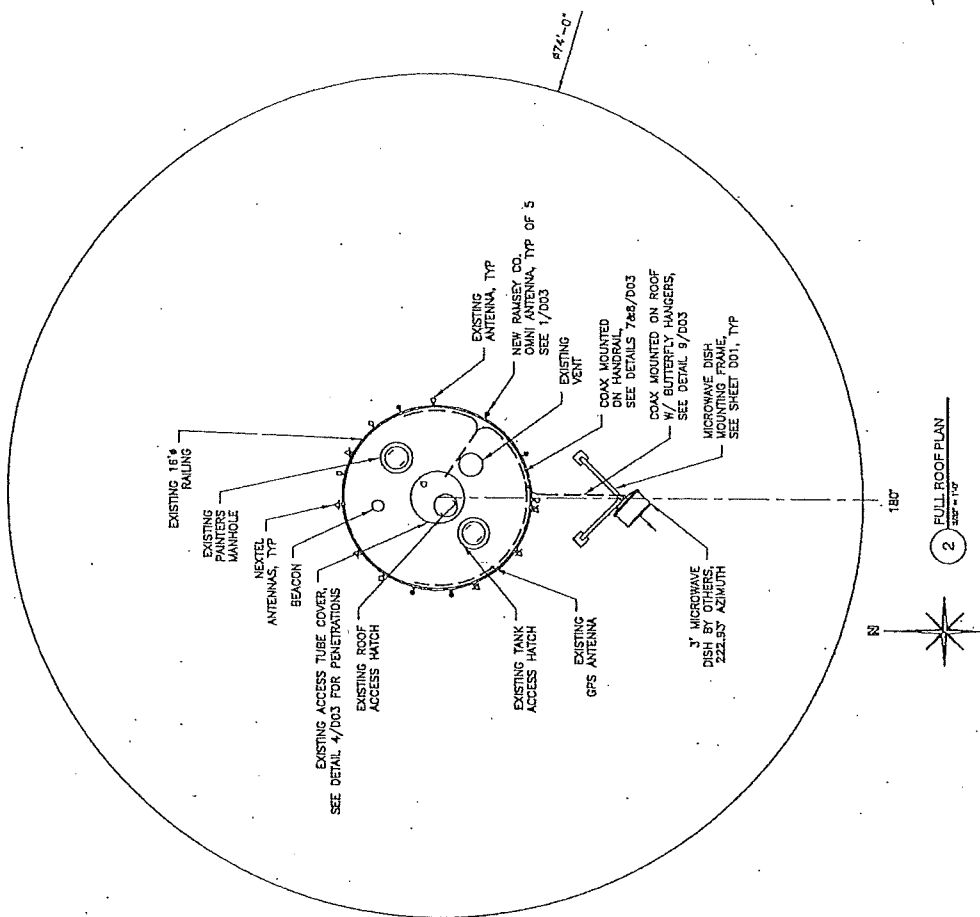
VICINITY MAP



SAINT PAUL, MN

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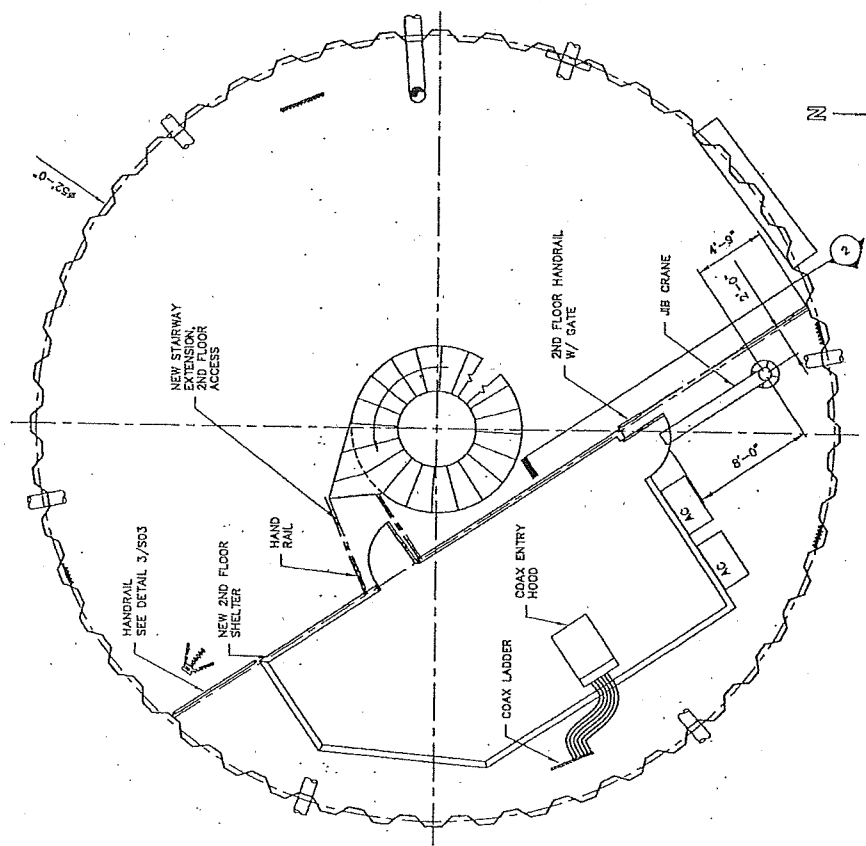


I HEREBY CERTIFY THAT THESE DATA PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CONTROL, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF ENGINEER UNDER THE LAWS OF THE STATE OF ARIZONA.										SIGNED _____ NAME: RICHARD L. CAMPBELL TITLE: P.E. NO. 50222		DATE: 10/17/94	
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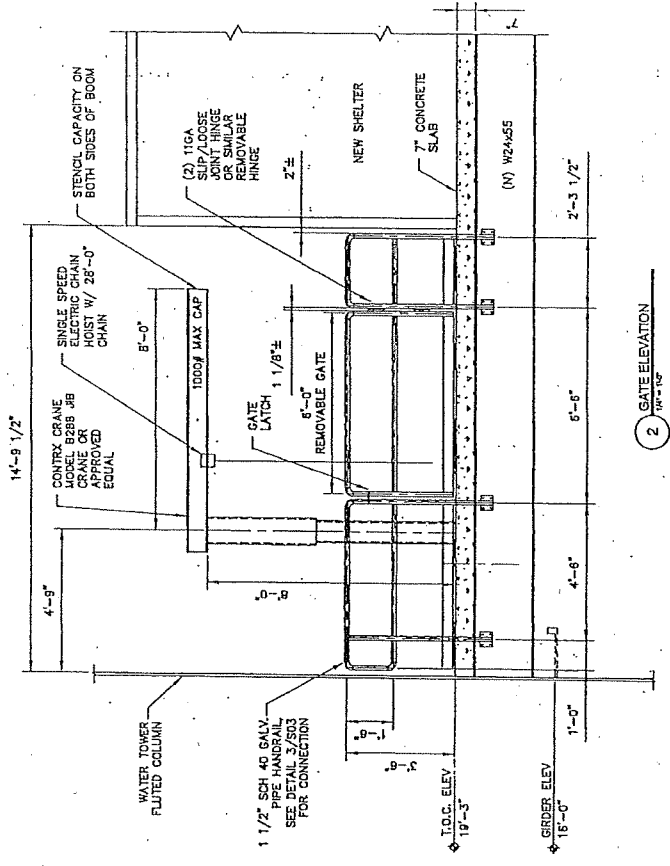
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DWG\RAMSEY COUNTY\204501-4163\003 WHITE BEAR LAKE WT\M4163-003-A01

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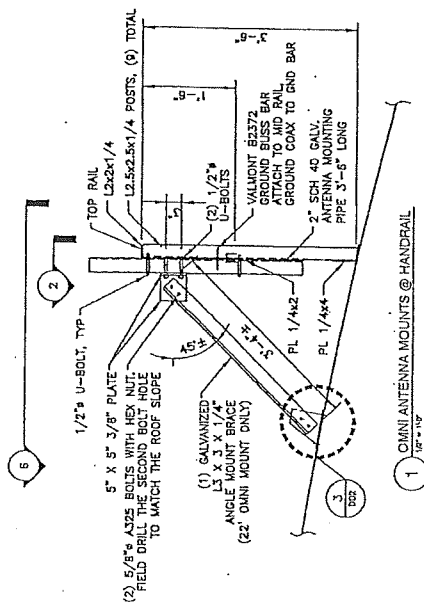
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1/8" = 1'-0"



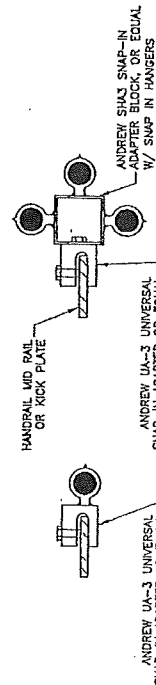
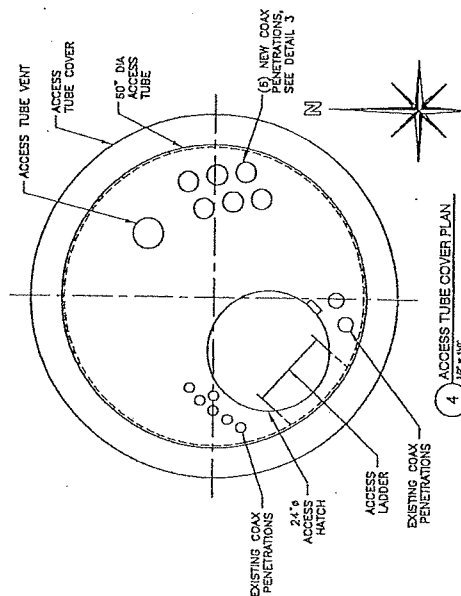
2 GATE ELEVATION
1/8" = 1'-0"

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, AND/OR CALCULATION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. SIGNED: <u>HAUGEN & ASSOCIATES</u> DATE: <u>10/22/03</u> REC. NO. <u>5532</u>		DRAWING TITLE 2ND LEVEL PLAN & HOIST ELEV WHITE BEAR LAKE WATER TOWER RADIO COMMUNICATION SITE FOR RAMSEY COUNTY - MINNESOTA	
DATE 10/22/03	DRAWN BY JAP/MS	CHECKED BY JAP/MS	SCALE 1/8" = 1'-0"
NO. OF SHEETS 1	SHEET NO. 1	PROJECT NO. 2003-003-A03	REV. 1
PROJECT DESCRIPTION 2ND LEVEL PLAN & HOIST ELEV WHITE BEAR LAKE WATER TOWER RADIO COMMUNICATION SITE FOR RAMSEY COUNTY - MINNESOTA		DRAWING NUMBER M4163-003-A03	



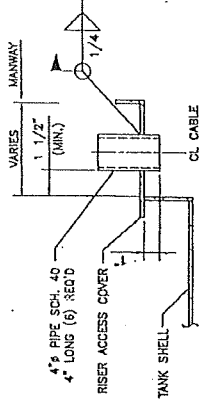


- NOTES:
 (1) AS SHOWN FOR 22' OMNI &
 (4) INSTALLED WITHOUT BRACE



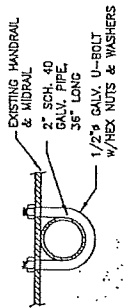
7 ANGLE ADAPTOR DETAIL
1/2\"/>

8 COAX MINI CLUSTER DETAIL
1/2\"/>

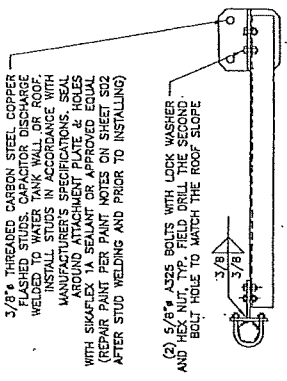


- NOTES:
 1. SEAL WATER TIGHT BETWEEN PENETRATION AND CABLE W/ ANDREW RUBBER BOOT OR EQUIVALENT.
 2. SEAL ANY UNUSED OPENINGS WATER TIGHT.
 3. PAINT PER MANUFACTURER'S SPECIFICATIONS.
 4. INSTALL PENETRATIONS TO ALLOW FOR NORMAL OPERATION OF HANWAY COVER.

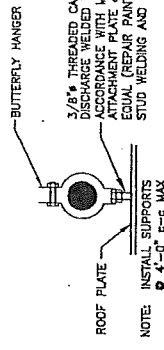
3 COAX CABLE PENETRATIONS
1/2\"/>



2 ANTENNA MOUNT DETAIL
1/2\"/>

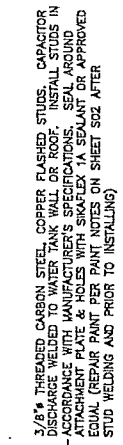


5 EXPANSION RING @ ACCESS TUBE
1/2\"/>



6 MOUNT BRACE
3/8\"/>

9 ROOF COAX MOUNT
1/2\"/>



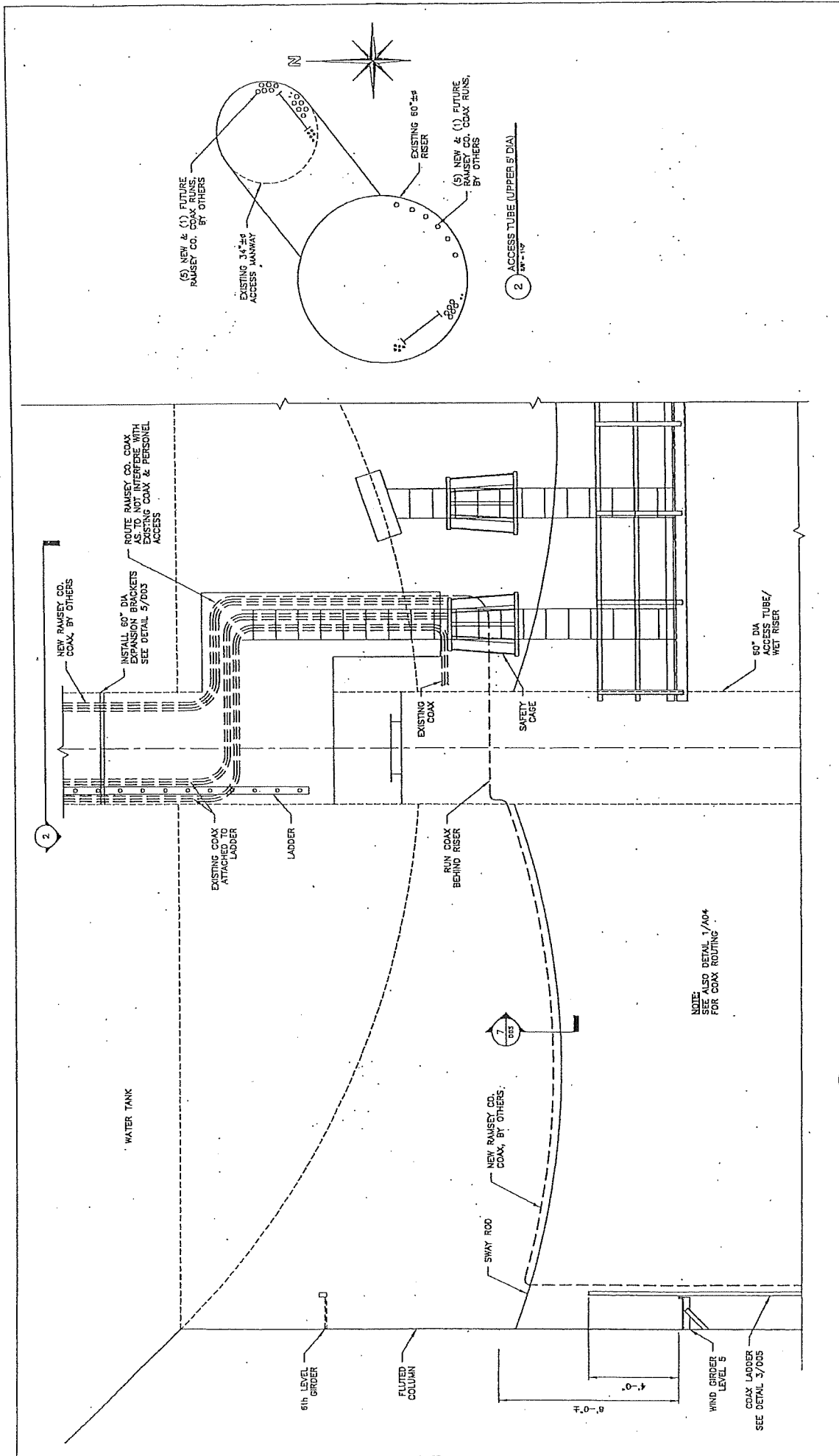
PANT NOTE: PAINT ALL ACCESSORIES IN ACCORDANCE WITH PAINT NOTES ON SHEET S02, UNLESS NOTED OTHERWISE.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, AND/OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.		DATE: 04/20/03	BY: [Signature]	DESCRIPTION: [Blank]
1	00W	04/20/03	ISSUED FOR CONSTRUCTION	SCALE: AS NOTED
2	00W	04/20/03	ISSUED FOR CONSTRUCTION	SCALE: AS NOTED
3	00W	04/20/03	ISSUED FOR CONSTRUCTION	SCALE: AS NOTED
4	00W	04/20/03	ISSUED FOR CONSTRUCTION	SCALE: AS NOTED
5	00W	04/20/03	ISSUED FOR CONSTRUCTION	SCALE: AS NOTED
6	00W	04/20/03	ISSUED FOR CONSTRUCTION	SCALE: AS NOTED
7	00W	04/20/03	ISSUED FOR CONSTRUCTION	SCALE: AS NOTED
8	00W	04/20/03	ISSUED FOR CONSTRUCTION	SCALE: AS NOTED
9	00W	04/20/03	ISSUED FOR CONSTRUCTION	SCALE: AS NOTED

DRAWING TITLE
 CABLE & ANTENNA MTG DETAILS
 WHITE BEAR LAKE WATER TOWER
 RADIO COMMUNICATION SITE FOR
 RAMSEY COUNTY - MINNESOTA

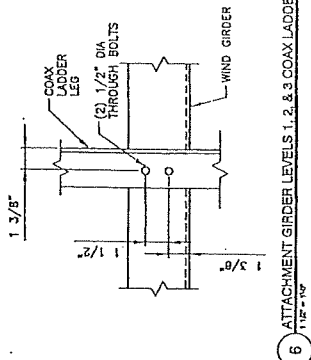
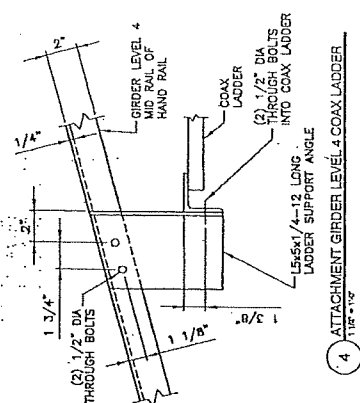
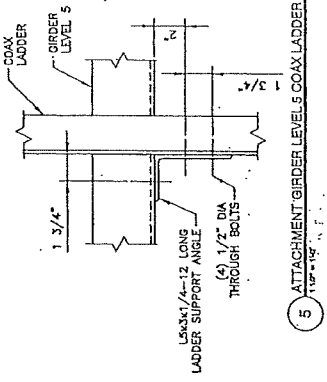
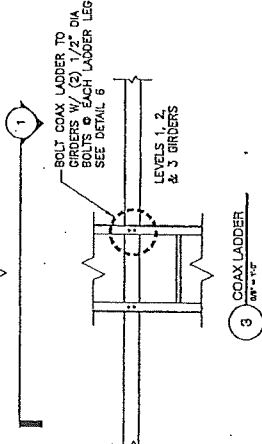
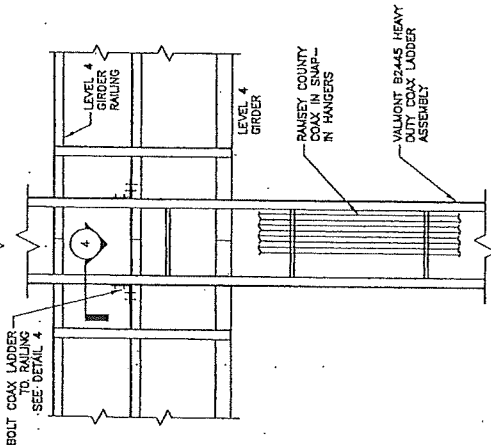
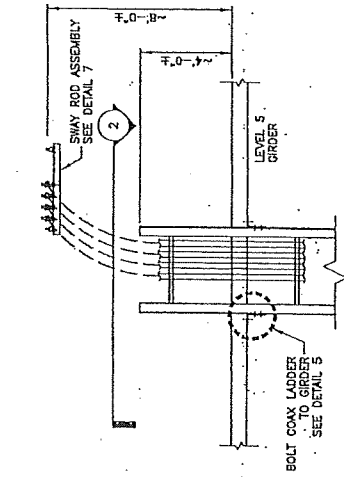
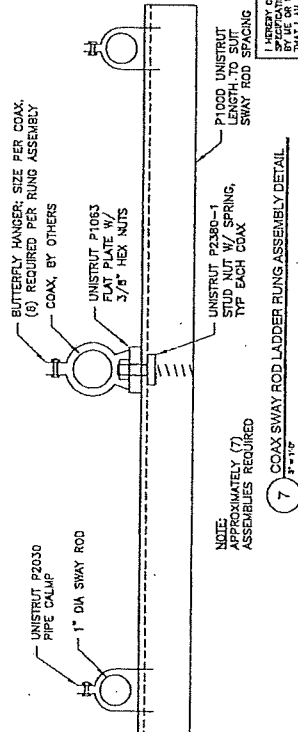
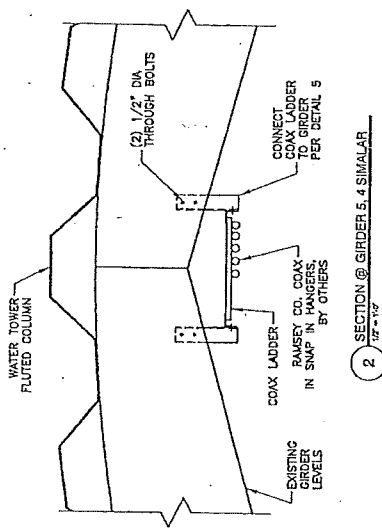
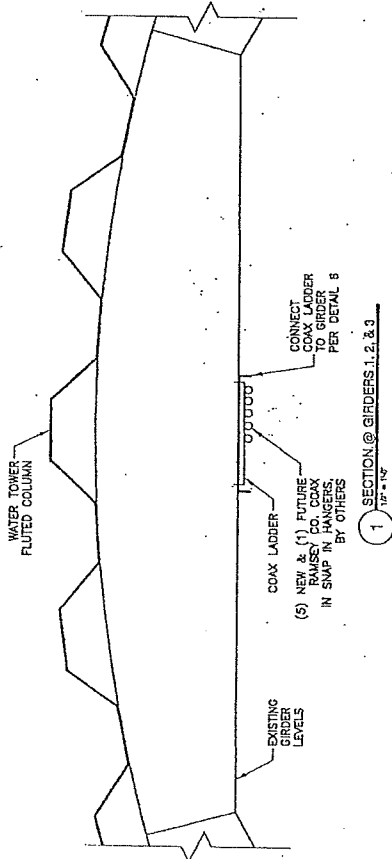
MINNESOTA
 AEC ENGINEERING
 204501-4163\G03 WHITE BEAR LAKE WATER TOWER
 DRAWING NUMBER
 M4163-003-003

1



1 UPPER PLATFORM COAX ROUTING

LIBERTY CERTIFY THAT THIS PLAN, SPECIFICATIONS, AND NOTES ON WHICH ANY DIRECT SUPERVISION AND SEAL ARE BASED, WERE PREPARED BY A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.		DRAWING TITLE	
MAINT. RADIO & BLANKS DATE RECORDED: REV. NO. 2502		ACCESS TUBE PLAN & SECTION WHITE BEAR LAKE WATER TOWER RADIO COMMUNICATION SITE FOR RAMSEY COUNTY - MINNESOTA	
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REV 321		14163-003-004	
REV 322		14163-003-004	
REV 323		14163-003-004	
REV 324			



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION AND CONTRACT DOCUMENTS FOR THE PROJECT OF THE STATE OF MINNESOTA, HAVE BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.

SIGNED: *[Signature]*
 NAME: JAMES A. LARSEN
 DATE: 11/20/03
 TITLE: P.E.

REV	BY	DATE	DESCRIPTION
1	DLW	10/20/03	ISSUED FOR CONSTRUCTION
2	DLW	11/20/03	ISSUED FOR TWO

NO.	DATE	BY	APP'D	DATE	APP'D
1	10/20/03	DLW		11/20/03	

ACC ENGINEERING
 301 PULASKI STREET, SUITE 200
 ST. PAUL, MN 55101-1163
 TEL: 612.224.1163
 FAX: 612.224.1164
 WWW.ACC-ENGINEERING.COM

DRAWING TITLE
 COAX LADDER DETAILS
 WHITE BEAR LAKE WATER TOWER
 RADIO COMMUNICATION SITE FOR
 RAMSEY COUNTY - MINNESOTA

DRAWING NUMBER
 M4163-003-D05

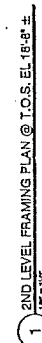
DATE
 11/20/03

PROJECT
 WHITE BEAR LAKE WATER TOWER
 RADIO COMMUNICATION SITE FOR
 RAMSEY COUNTY - MINNESOTA

PROJECT
 WHITE BEAR LAKE WATER TOWER
 RADIO COMMUNICATION SITE FOR
 RAMSEY COUNTY - MINNESOTA

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 RADIO COMMUNICATION SITE FOR
 RAMSEY COUNTY - MINNESOTA

PROJECT
 WHITE BEAR LAKE WATER TOWER
 RADIO COMMUNICATION SITE FOR
 RAMSEY COUNTY - MINNESOTA

106

24 GA. 1672 PANEL
ROOFING BY METAL
ROOFING CONTRACTOR
APPROVED EQUAL

4" INSULATION

12

3 5/8" 18 GA.

STUDS @ 12"

SPACING

442 1/2" 16 GA METAL

SUPPORT PLATING @ 18" O.C.

4" RIGID INSULATION

SEE ARCHITECTURAL DRAWINGS

VARIES

WVF44-W5W6

(N) W24-26

VARIES

W24-45

VULCRAFT 2018 CONFORM

METAL DECK OR APPROVED EQUAL

VARIES

1

SECTION

WVF44-W5W6

12

1/4

3 5/8" METAL

STUD WALL

ANGLE TOP TO

MATCH ROOF SLOPE

2

DETAIL

WVF44-W5W6

12

1/4

3 5/8" METAL

STUD WALL

ANGLE TOP TO

MATCH ROOF SLOPE

2

DETAIL

WVF44-W5W6

12

1/4

3 5/8" METAL

STUD WALL

ANGLE TOP TO

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL COMPLY WITH PROJECT SPECIFICATIONS AND DRAWINGS. THE GENERAL NOTES ARE INTENDED TO AUGMENT THE SPECIFICATIONS AND DRAWINGS. SHOULD CONFLICTS EXIST BETWEEN THE SPECIFICATIONS, GENERAL NOTES AND DRAWINGS, THE STRICTEST PROVISIONS SHALL GOVERN.
2. ALL CONSTRUCTION SHALL COMPLY FULLY WITH THE APPLICABLE PROVISIONS OF OSHA AND ALL CODES, ORDINANCES, AND REGULATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING THE CODE SHALL BE ADHERED TO AS IF THEY WERE CALLED FOR OR SHOWN ON THE DRAWINGS.
3. THE CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS.
4. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE STARTING WORK AND THE ENGINEER NOTIFIED OF ANY DISCREPANCIES FOUND.
5. NO EXISTING SERVICE SHALL BE INTERRUPTED AT ANY TIME WITHOUT APPROVAL BY THE OWNER.
6. NOTIFY AND COORDINATE WITH THE PROPERTY OWNER THE START DATE AND LOCATION OF THE STAGING AREA WELL IN ADVANCE OF THE CONSTRUCTION START DATE.
7. CONFINE CONSTRUCTION WITHIN CONTRACT LIMITS AS SHOWN ON THE DRAWINGS.
8. THE CONTRACTOR SHALL PROTECT THE EXISTING FACILITIES AND BE RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY CONSTRUCTION.
9. THE CONTRACTOR SHALL REMOVE ALL TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
10. LOCATIONS OF EQUIPMENT SHOWN ON DRAWINGS SHALL NOT BE VARIED WITHOUT APPROVAL FROM THE ENGINEER.
11. CONTACT Gopher State One Call @ (651) 454-0002 48 HOURS PRIOR TO PROCEEDING WITH ANY EXCAVATION, SITE WORK OR CONSTRUCTION.

SHELTER GROUND NOTES:

- 1) CONTRACTOR SHALL PROVIDE ALL LABOR, EQUIPMENT, MATERIALS, TRANSPORTATION, AND INCIDENTALS NECESSARY FOR GROUNDING THE SHELTER ENCLOSURE.
- 2) CONTRACTOR SHALL CONNECT SHELTER GROUND RING TO EXISTING WATER TOWER GROUND WIRE.
- 3) CONTRACTOR SHALL PROVIDE LEADS AND CONNECT SHELTER AND COMPONENTS TO GROUND RING, SEE SPECIFICATION.
- 4) ALL GROUNDING SHALL BE IN CONFORMANCE WITH MOTOROLA R58 REQUIREMENTS.

STRUCTURAL STEEL NOTES:

1. ALL WORKMANSHIP AND MATERIALS SHALL CONFORM TO THE LATEST EDITIONS OF IBC, THE MINNESOTA BUILDING CODE, AND THE AISC-ASD SPECIFICATIONS FOR DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS.
2. STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS:
A. W. SHAPES: ASTM A992
B. PLATE AND OTHER STRUCTURAL SHAPES: ASTM A36
C. WELDED AND SEAMLESS STEEL PIPE: ASTM A53 OR B
D. HOT-FORMED WELDED AND SEAMLESS CARBON STEEL STRUCTURAL TUBING: ASTM A500 OR E
E. ALL CONNECTIONS SHALL BE MADE WITH 3/4" DIA. A325-N BOLTS IN STANDARD OR SHORT SLOTTED HOLES UNLESS NOTED OTHERWISE.
3. STEEL JOISTS SHALL BE IN CONFORMANCE WITH STEEL JOIST INSTITUTE "STANDARD SPECIFICATIONS AND LOAD TABLES FOR STEEL JOISTS AND JOIST GIRDERS" 41ST EDITION.
4. STEEL DECK SHALL BE IN CONFORMANCE WITH STEEL DECK INSTITUTE PUBLICATION NO. 30 "DESIGN MANUAL FOR COMPOSITE DECKS, FORM DECKS, AND ROOF DECKS"
5. FIELD VERIFY ALL EXISTING DIMENSIONS PRIOR TO FABRICATION.
6. SUBMIT FABRICATION DRAWINGS FOR ENGINEER REVIEW PRIOR TO FABRICATION.
7. REMOVE ALL TORCH AND SAW CUT MARKS FROM ALL STEEL.
8. PROVIDE STANDARD CONNECTIONS GIVEN IN PART 4 OF THE AISC-ASD MANUAL. PROVIDE CALCULATIONS FOR NON-STANDARD CONNECTIONS.
9. IN GENERAL IT IS THE INTENT OF THESE PLANS AND SPECIFICATIONS THAT ALL SHOP CONNECTIONS BE WELDED OR BOLTED AND FIELD CONNECTIONS BE BOLTED UNLESS NOTED OTHERWISE.
10. ALL WELDING SHALL BE IN CONFORMANCE WITH AWS D1.1 "STRUCTURAL WELDING CODE" AND AWS D1.3 "STRUCTURAL WELDING CODE SHEET STEEL".
11. NO PERMANENT FIELD CONNECTION SHALL BE MADE UNTIL THE STRUCTURE HAS BEEN PROPERLY ALIGNED AND BRACED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY AND STABILITY OF THE STRUCTURE DURING ERECTION.
12. FOR ALL HIGH STRENGTH BOLTS HARDENED WASHERS SHALL BE PROVIDED ON THE NUT SIDE OF THE BOLT FOR TORQUING AS REQUIRED.
13. ALL STEEL DESIGNATED TO BE PAINTED SHALL BE PAINTED IN ACCORDANCE WITH PAINT NOTES. ALL STRUCTURAL STEEL EXPOSED TO WEATHER SHALL BE GALVANIZED IN ACCORDANCE WITH ASTM A123. ANY DAMAGE TO HOT DIP GALVANIZED COATINGS SHALL BE REPAIRED IN CONFORMANCE WITH ASTM 780 WITH BRUSH APPLIED ZINC RICH PAINT. SPRAY APPLIED PAINT IS PROHIBITED.

CAST-IN PLACE CONCRETE NOTES:

1. ALL WORKMANSHIP AND MATERIALS SHALL CONFORM TO THE MINNESOTA BUILDING CODE AND ACI 301 "SPECIFICATIONS FOR STRUCTURAL CONCRETE" - LATEST EDITION.
2. CONCRETE WORK SHALL CONFORM TO ACI 308.1 "STANDARD SPECIFICATION FOR COLD WEATHER CONCRETE" - LATEST EDITION.
3. REINFORCED CONCRETE SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS:
A. MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS, $f'_c = 4000\text{psi}$.
B. ALL REINFORCING SHALL CONFORM TO ASTM A618 OR 615.
C. REINFORCING BARS SHALL CONFORM TO ASTM A-615 OR 615.
D. WELDED WIRE REINFORCING FABRIC SHALL CONFORM TO ASTM A-185.
E. WATER-CEMENT RATIO SHALL NOT BE GREATER THAN 0.45.
F. MIX DESIGN DOCUMENTATION SHALL BE SUBMITTED FOR REVIEW.
G. READY-MIXED CONCRETE SHALL CONFORM TO ASTM C-94.
4. CONCRETE SHALL BE CONSOLIDATED BY MECHANICAL MEANS IN ACCORDANCE WITH ACI 308R, LATEST EDITION.
5. ALL CONCRETE SHALL BE CURED BY MEMBRANE CURING OR BY KEEPING CONCRETE CONTINUALLY MOIST FOR SEVEN (7) DAYS.

PAINT NOTES:

1. ALL EXPOSED ANTENNAS, EXTERIOR OF GALVANIZED PIPE, BRACKETS, CABLE AND CONNECTIONS TO BE PAINTED TO MATCH TOWER.
- SURF:
1. PROVIDE SHOP SURFACE PREPARATION TO SSPC-SP6, COMMERCIAL BLAST CLEANING.
 2. SHOP PRIME WITH SHERWIN WILLIAMS 865WH OTM ACRYLIC.
 3. INTERMEDIATE COAT WITH SHERWIN WILLIAMS 866WH OTM ACRYLIC PRIMER/FINISH 3-5 MILS DFT.
 4. FINISH COAT WITH KOPPERS ANTIQUE IVORY #378 3-4 MILS DFT.

FIELD:

1. CLEAN ALL DAMAGED & ABRASED AREAS TO SSPC-SP03. SPOT PRIME, INTERMEDIATE COAT, AND FINISH COAT PER NOTES 2, 3 & 4 ABOVE.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, AND DRAWING WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

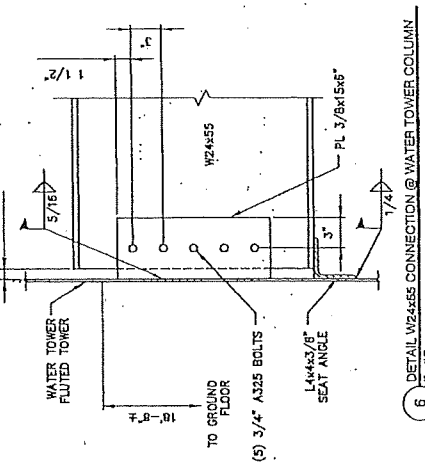
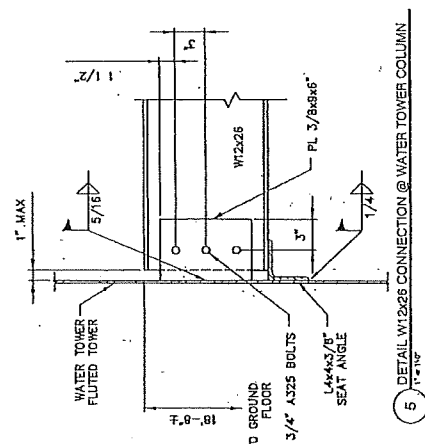
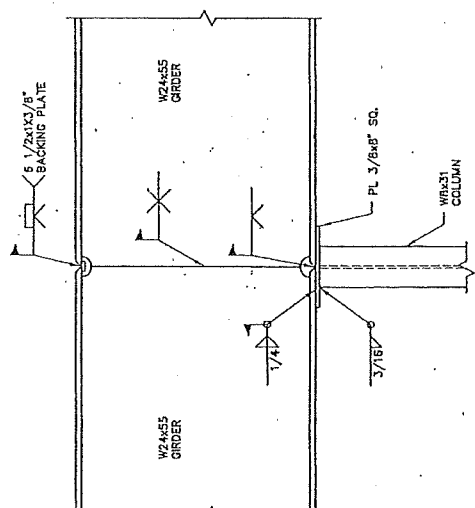
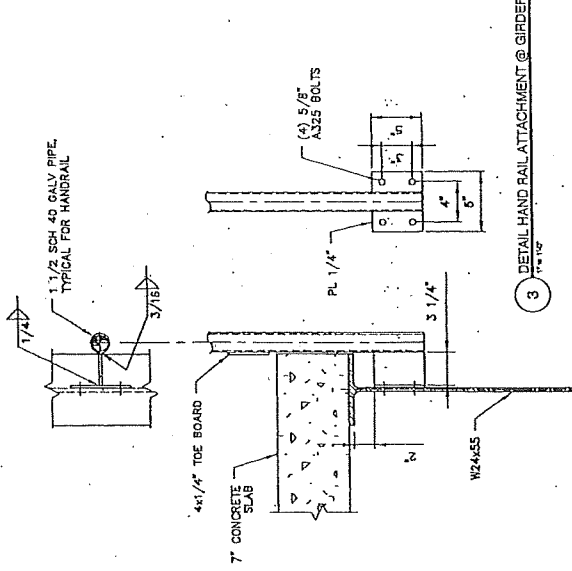
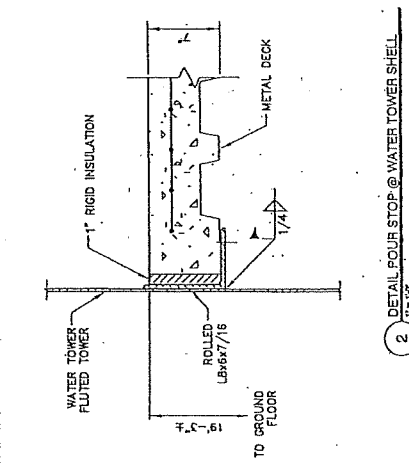
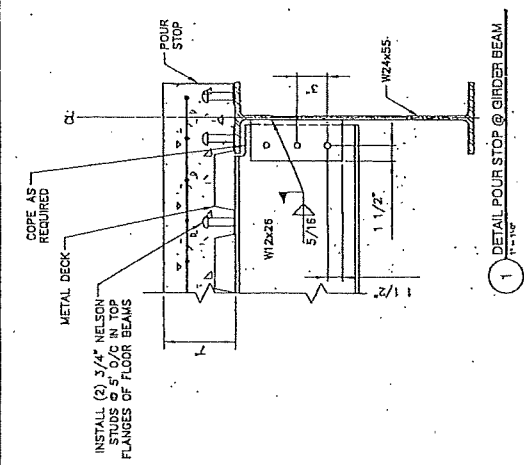
SIGNATURE: *[Signature]*
DATE: 12/20/2018
PROJECT NO.: 2018-003

NO.	DATE	DESCRIPTION
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2	12/20/2018	ISSUED FOR NO.
3	12/20/2018	ISSUED FOR NO.
4	12/20/2018	ISSUED FOR NO.
5	12/20/2018	ISSUED FOR NO.
6	12/20/2018	ISSUED FOR NO.
7	12/20/2018	ISSUED FOR NO.
8	12/20/2018	ISSUED FOR NO.
9	12/20/2018	ISSUED FOR NO.
10	12/20/2018	ISSUED FOR NO.
11	12/20/2018	ISSUED FOR NO.
12	12/20/2018	ISSUED FOR NO.
13	12/20/2018	ISSUED FOR NO.
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18	12/20/2018	ISSUED FOR NO.
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99	12/20/2018	ISSUED FOR NO.
100	12/20/2018	ISSUED FOR NO.

2ND LEVEL SECTIONS & NOTES
WHITE BEAR LAKE WATER TOWER
RADIO COMMUNICATION SITE FOR
RAMSEY COUNTY - MINNESOTA

DATE: 12/20/2018
PROJECT NO.: 2018-003

DWG: RAMSEY COUNTY 2018-003 WHITE BEAR LAKE WTAH163-003-S02



NOTE:
REPAIR WATER TOWER PAINT PER NOTES ON SHEET S02.

4
1" MAX

DETAIL W24x55 CONNECTION @ W18x31

I HEREBY CERTIFY THAT THE PLAN SPECIFICATIONS, OR NOTATION PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A QUALIFIED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

SIGNED: _____
DATE: 10/20/03
NAME: GUY L. J. JONES, INC. NO. 5422

REV	BY	DATE	DESCRIPTION
1	CON	JAC 10/20/03	SEAL FOR CONTINUATION
0	CON	JAC 10/20/03	CREAT FOR RD

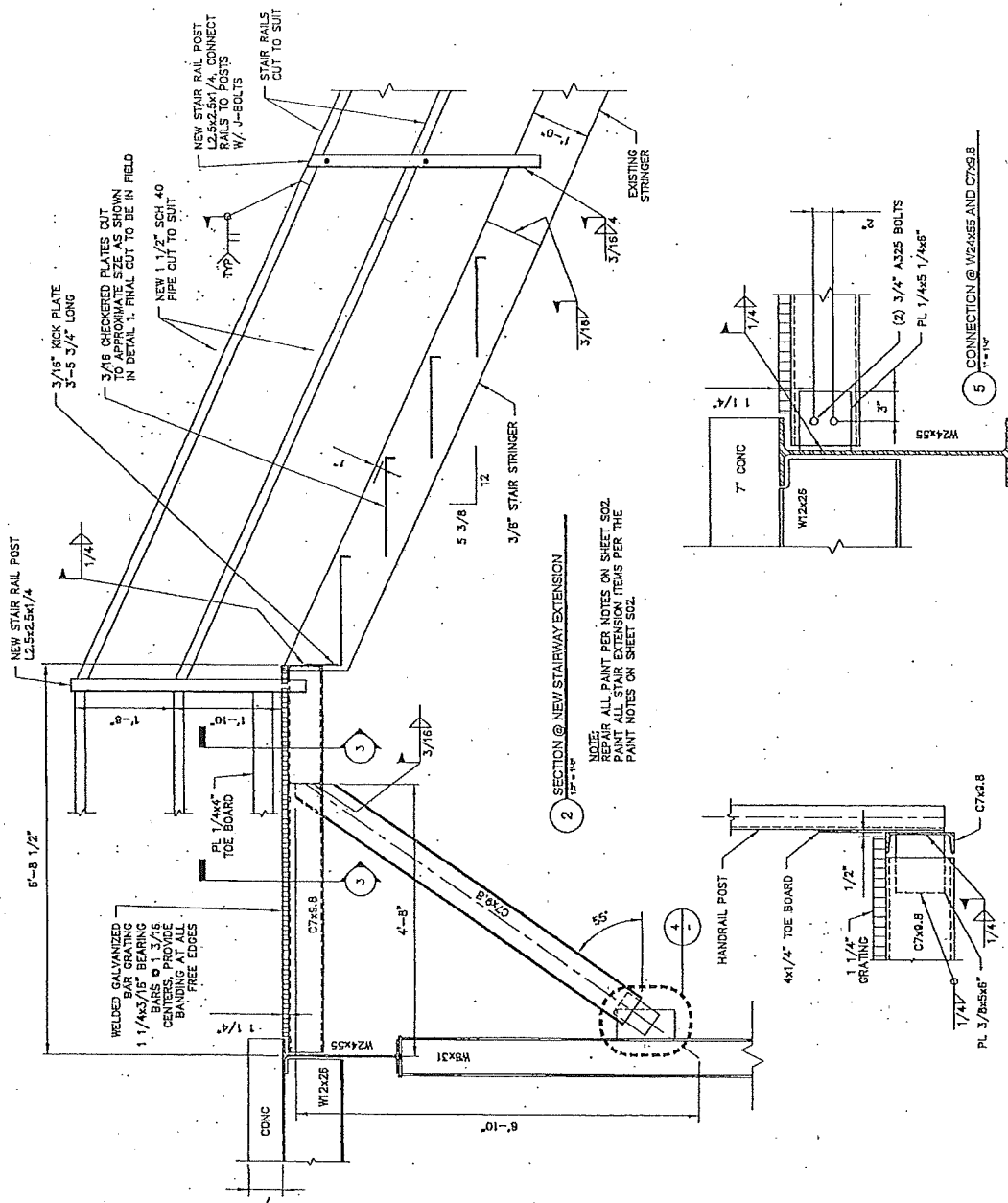
DATE	BY	DATE	DESCRIPTION
10/20/03	JAC	10/20/03	SEAL FOR CONTINUATION
10/20/03	JAC	10/20/03	CREAT FOR RD

ACC ENGINEERING
111 FIFTH STREET, SUITE 200, MINNEAPOLIS, MN 55402
TEL: 612-338-1111 FAX: 612-338-1112
WWW.ACC-ENGINEERING.COM

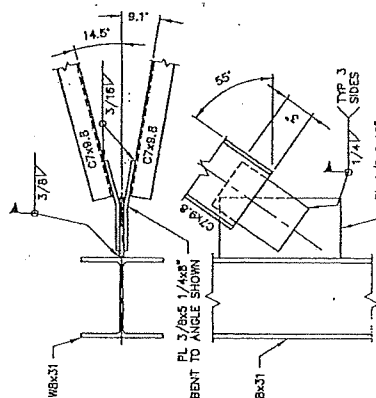
DETAILS
WHITE BEAR LAKE WATER TOWER
RADIO COMMUNICATION SITE FOR
RAMSEY COUNTY - MINNESOTA

REV	DATE	DESCRIPTION
1	10/20/03	1

DWG: RAMSEY COUNTY 204501-0163/003 WHITE BEAR LAKE WTNM4183-003-S03



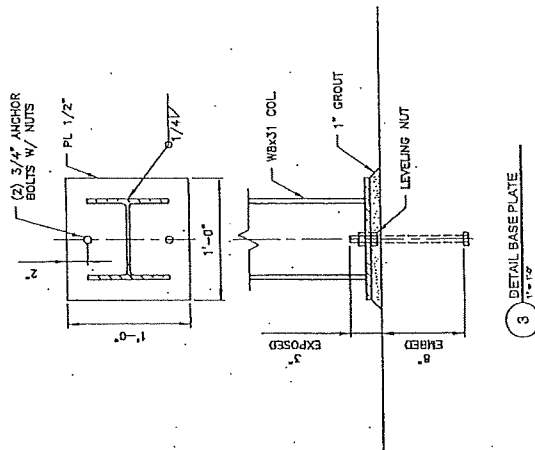
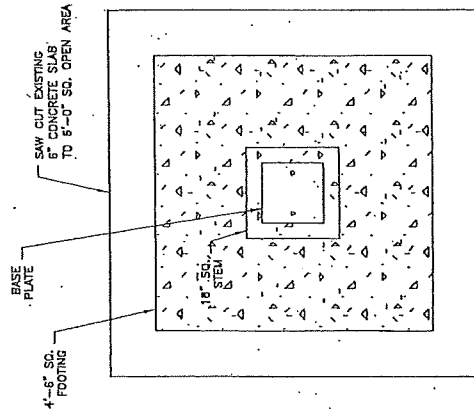
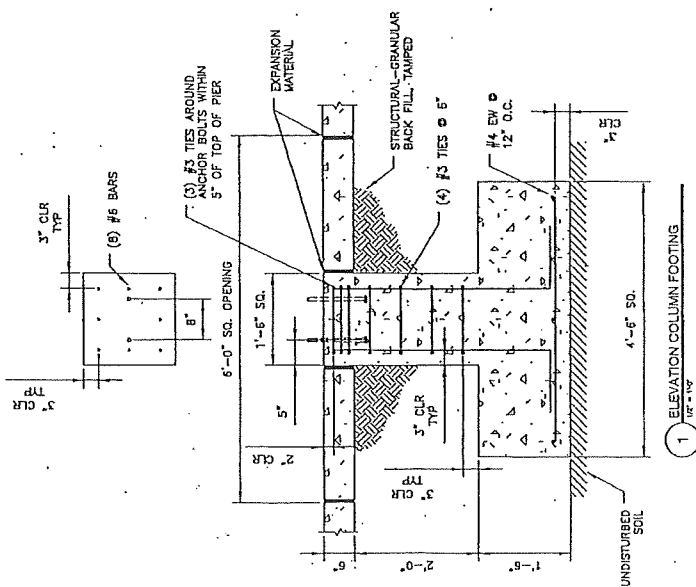
NEW STAIRWAY EXTENSION PLAN



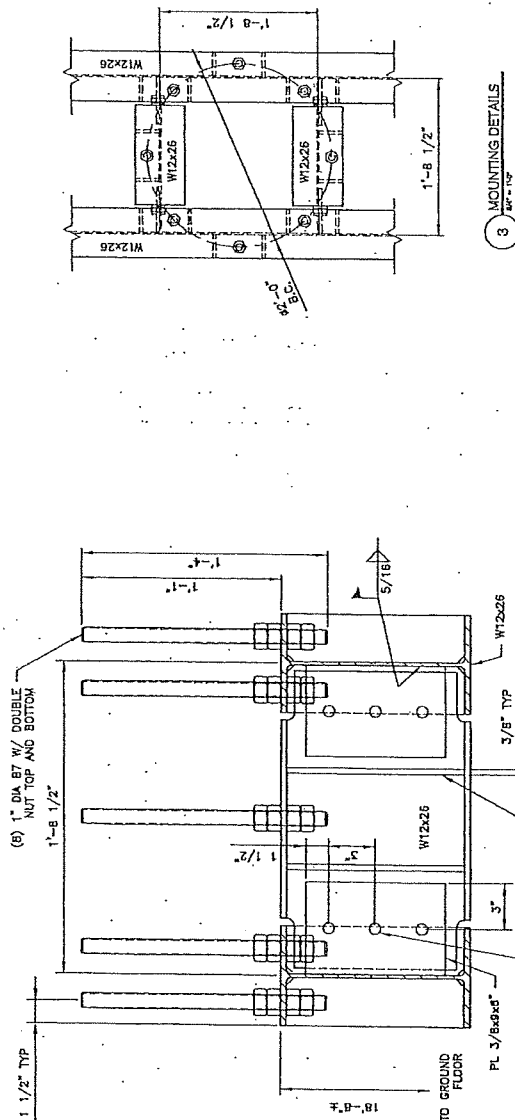
DETAIL C7 BRACE CONN. TO W8 COL.

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.										DRAWING TITLE STAIRWAY PLAN & ELEV WHITE BEAR LAKE WATER TOWER RADIO COMMUNICATION SITE FOR RAMSEY COUNTY — MINNESOTA	
MINNESOTA'S UNIVERSAL EXERCISES TYPE										DRAWING NUMBER M4163-003-S04	
										MINNESOTA'S UNIVERSAL EXERCISES TYPE	
PROJECT NO. 254041-12-253 SCALE AS SHOWN PREPARED BY: JAC CHECKED BY: JAC DATE: 04/26/95										DRAWING NO. 04/21/95 DATE: 04/21/95	
ISSUED FOR CONSTRUCTION 1 DWG JAC 04/26/95										DATE: 04/26/95	
ISSUED FOR BID 0 DWG JAC										DATE:	
APPROVED 10/1/95										DATE:	
NAME: ROBERT L. CLARK LICENSE NO. 254041										DATE:	

DWC\RAMSEY COUNTY\204501-416J\003 WHITE BEAR LAKE WT\M4163-003--S04



<p>PROJECT: WHITE BEAR LAKE WATER TOWER RADIO COMMUNICATION SITE FOR RAMSEY COUNTY - MINNESOTA</p>		<p>DWG: RAMSEY COUNTY 204501-41633003 WHITE BEAR LAKE WATER TOWER 4/4/163-003-S05</p>	
<p>DATE: 10/1/16</p>		<p>REV: 1</p>	
<p>DESIGNED BY: [Signature]</p>		<p>CHECKED BY: [Signature]</p>	
<p>DATE: 10/1/16</p>		<p>REV: 1</p>	
<p>PROJECT: WHITE BEAR LAKE WATER TOWER RADIO COMMUNICATION SITE FOR RAMSEY COUNTY - MINNESOTA</p>		<p>DWG: RAMSEY COUNTY 204501-41633003 WHITE BEAR LAKE WATER TOWER 4/4/163-003-S05</p>	
<p>DATE: 10/1/16</p>		<p>REV: 1</p>	
<p>DESIGNED BY: [Signature]</p>		<p>CHECKED BY: [Signature]</p>	
<p>DATE: 10/1/16</p>		<p>REV: 1</p>	



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER IN THE STATE OF MINNESOTA.		DWG. RAMSEY COUNTY 204501-1163 003 WHITE BEAR LAKE WATER TOWER RADIO COMMUNICATION SITE FOR RAMSEY COUNTY - MINNESOTA	
DRAWING TITLE HOIST MOUNTING DETAILS WHITE BEAR LAKE WATER TOWER RADIO COMMUNICATION SITE FOR RAMSEY COUNTY - MINNESOTA	DRAWING NUMBER 1163-003-S06	SHEET NO. 1	TOTAL SHEETS 1
DESIGNED BY DATE 08/20/02	CHECKED BY DATE 08/20/02	IN CHARGE DATE 08/20/02	PROJECT NO. 204501-1163 003
SCALE AS NOTED	DATE FOR CONSTRUCTION 08/20/02	DATE FOR BIDDING 08/20/02	DATE FOR RECORD 08/20/02
REV 1	BY JAC	DATE 08/20/02	DESCRIPTION HOIST MOUNTING DETAILS

**AMENDMENT AND EXTENSION
OF SITE LEASE AGREEMENT**

**BETWEEN THE CITY OF WHITE BEAR LAKE
AND RAMSEY COUNTY**

This Amendment and Extension of Site Lease Agreement (“Amendment”) is made and entered effective the ____ day of ____, 2025, by and between City of White Bear Lake, a Minnesota municipal corporation (“Lessor”) and the Ramsey County, a political subdivision of the State of Minnesota (“Lessee”).

RECITALS

- A. Lessor and Lessee entered into a Site Lease Agreement dated October 25, 2005 (the “Lease”), and;
- B. The Lease permits installation of certain facilities on and adjacent to the City water tower located at 4636 Centerville Road as more particularly described in the Lease (“Structure”), and;
- C. The Lease, as previously extended in accordance with its terms, expires on or about December 31, 2025, and;
- D. Lessor and Lessee mutually desire to amend the Lease to extend the term thereof and update the Lessee’s site plans.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. EXTENSION OF TERM. Section 2 of the Lease is amended to provide for a termination on December 31, 2035, provided, however, that the parties may further extend the lease by mutual written agreement.
- 2. AMENDMENT TO SITE PLAN. The detailed site plan drawings appended to Exhibit “D” to the Lease are hereby removed and replaced by the updated plans attached hereto.
- 3. EFFECT OF AMENDMENT. Except as expressly amended by the provisions hereof, the terms and provisions contained in the Lease shall continue to govern the rights and obligations of the parties, and the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Second Amendment to be executed by each party's duly authorized representative on the date written below.

LESSOR:

City of White Bear Lake

By:  _____

Its: Mayor

By:  _____

Its: City Manager

Date: 2/11/25 _____

LESSEE:

Ramsey County

By: _____

Its: _____

By: _____

Its: _____

Date: _____

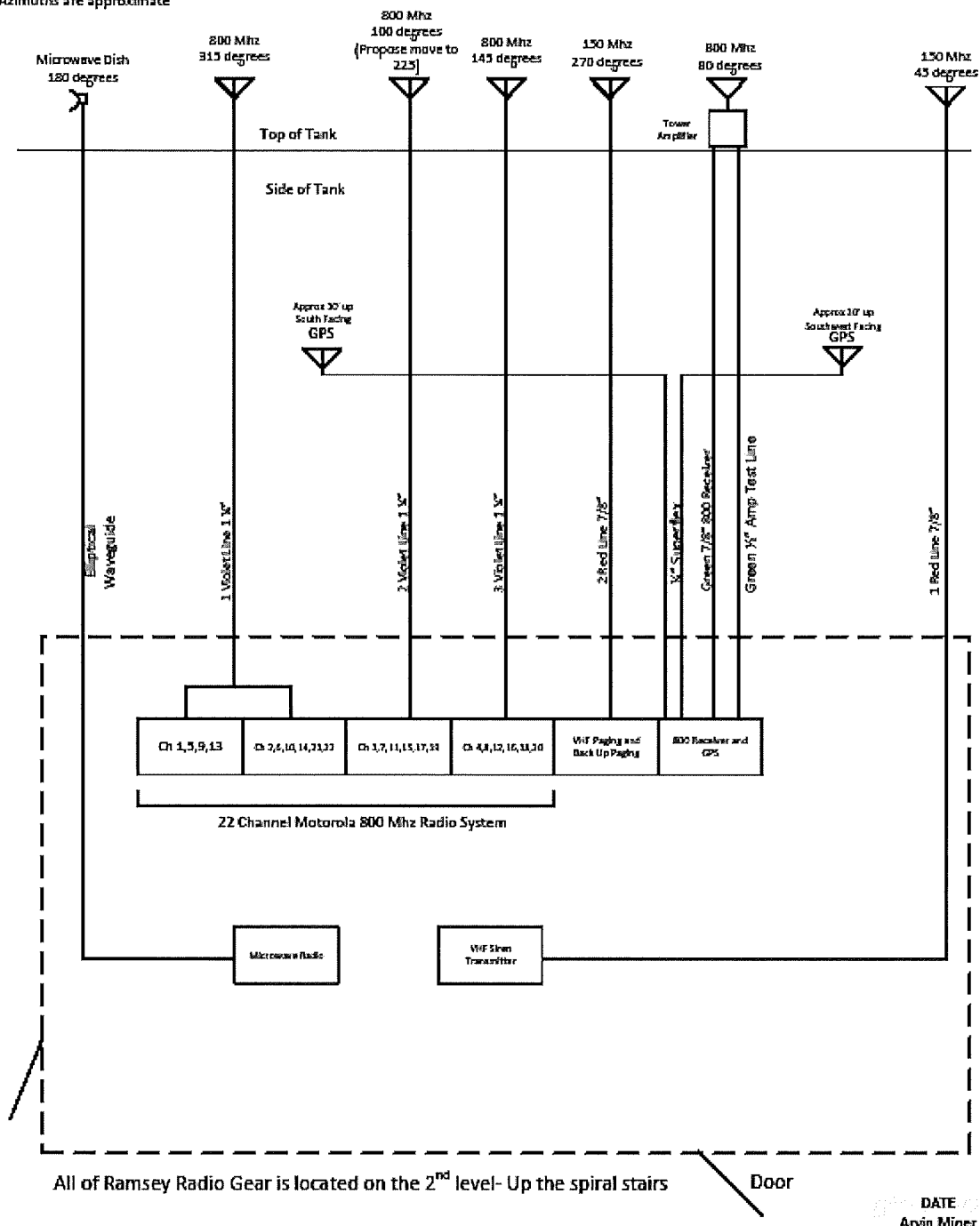
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Exhibit D

Updated Site Plan
Drawings

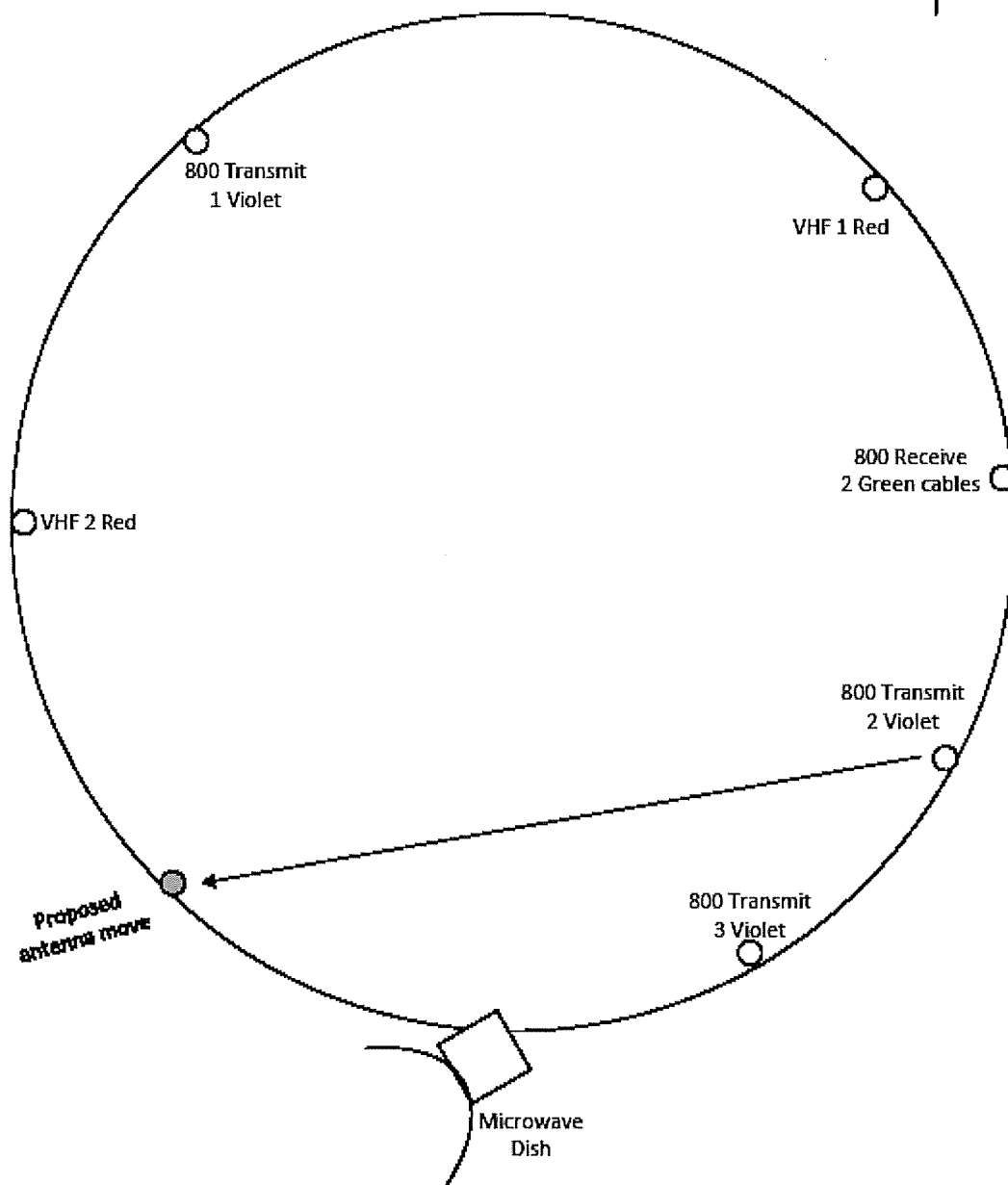
Ramsey County Owned Gear at White Bear Township Water Tower

Azimuths are approximate



View top down on inner
antenna mount ring-
Only Ramsey Co gear is
shown

White Bear Lake Water
Tower



Ramsey County signatures for White Bear Lake Amendment

Name: Shanika Alston
(PRINTED)

Signed: Shanika Alston

Title: **County Attorney Office**

Date: April 21, 2025

Name: Nancie Pass
(PRINTED)

Signed: Nancie Pass

Title: **Director of Emergency Communications**

Date: April 21, 2025

Name: _____
(PRINTED)

Signed: _____

Title: **Chief Clerk**

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: **County Manager**

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: **Board Chair**

Date: _____

Signature: *Shanika Alston*

Email: shanika.alston@co.ramsey.mn.us

Signature: *Nancie Pass*
Nancie Pass (Apr 21, 2025 12:58 CDT)

Email: nancie.pass@co.ramsey.mn.us

Board of Commissioners

Request for Board Action

Item Number: 2025-154

Meeting Date: 5/6/2025

Sponsor: Sheriff's Office

Title

Joint Powers Agreement with Minnesota Department of Public Safety, Bureau of Criminal Apprehension for Participation in the Minnesota Anti-Methamphetamine Task Force Program

Recommendation

1. Approve the Joint Powers Agreement with the Minnesota Department of Public Safety, Bureau of Criminal Apprehension, 1430 Maryland Street East, Saint Paul, MN 55406 for participation in the Minnesota Anti-Methamphetamine Task Force Program upon execution through five years from the fully executed agreement.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.

Background and Rationale

The State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension operates the Minnesota Anti-Methamphetamine Task Force Program (AMTF). AMTF is a statewide partnership that aims to reduce the number of illicit drug-related deaths and drug-related criminal activity. The program provides overtime reimbursement to the local law enforcement agencies who support the investigation of criminal activities related to the distribution of methamphetamine.

When, during an investigation an investigator discovers a nexus to methamphetamine case, the case is referred to the AMTF for approval. Upon approval future investigative costs are reimbursable through the AMTF, up to a maximum amount determined by the BCA.

A Joint Powers Agreement as permitted under Minnesota Statutes § 471.59, is required for participation. The term of the agreement is upon execution through five years from the fully executed agreement.

County Goals (Check those advanced by Action)

☒ Well-being ☒ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

The Anti-Methamphetamine Task Force Program was developed in response to addiction, drug overdose, and deaths, related to methamphetamine. This program helps reduce community harm by addressing the arrival and distribution of illegal drugs within the community.

Community Participation Level and Impact

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

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

There is no impact to the county's property tax levy. Reimbursement from the state is provided for investigative overtime costs as outlined in the Joint Powers Agreement.

Item Number: 2025-154

Meeting Date: 5/6/2025

Last Previous Action

None.

Attachments

1. Joint Powers Agreement



STATE OF MINNESOTA

JOINT POWERS AGREEMENT MINNESOTA ANTI-METHAMPHETAMINE TASK FORCE PROGRAM

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the **Ramsey County, acting as fiscal agent for the Ramsey County Violent Crime Enforcement Team** ("Governmental Unit"). The BCA and Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minnesota Statutes § 471.59, the BCA and the Governmental Unit are empowered to enter into agreements for the purpose of jointly exercising their powers. The Governmental Unit wishes to participate in the Minnesota Anti-Methamphetamine Task Force Program (AMTF) and the Parties wish to jointly investigate illicit activities related to the distribution of methamphetamine and methamphetamine-related overdose fatalities. This Agreement identifies what the Parties, either individually or jointly, will provide under the Agreement and identifies the consideration to be paid by the BCA to the Governmental Unit, if any, for overtime reimbursement as allowed under the Community Oriented Policing Services (COPS) Anti-Methamphetamine Task Force Program.

Agreement

1. Term of Agreement

- 1.1 Effective Date.** This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes § 16C.05, subdivision 2.
- 1.2 Expiration Date.** This Agreement expires five (5) years from the Effective Date, unless terminated earlier pursuant to clause 12 of this Agreement.

2. Purpose

The Governmental Unit and BCA enter into this Agreement to provide overtime reimbursement to the Governmental Unit that investigates illicit activities related to the distribution of methamphetamine, or any methamphetamine-related overdose death. Priority will be given to those investigations with a nexus to Minnesota Indian Country.*

* Indian Country is defined as: (a) all land within the limits of any Indian reservation under the jurisdiction of the United States Government, notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation, (b) all dependent Indian communities within the borders of the United States whether within the original or subsequently acquired territory thereof, and whether within or without the limits of a state, and (c) all Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same." 18 U.S.C. 1151.

3. Standards

The Governmental Unit will adhere to the AMTF Program standards identified below.

- 3.1** Investigate illicit activities related to the 1st degree distribution of methamphetamine crimes or unlawful distribution of methamphetamine with a nexus to Indian Country.
- 3.2** Investigate traffickers linked to fatal methamphetamine-related overdose deaths.
- 3.3** Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants, and civil and criminal forfeitures.
- 3.4** Investigators will follow proper legal procedures in securing evidence, including electronic devices.
- 3.5** Investigators will understand and use appropriate legal procedures in the use of informants, including

documentation of identity, monitoring of activities, and use and recordation of payments.

- 3.6 Investigators will use, as appropriate, the most current investigative technologies and techniques.
- 3.7 Investigators must be licensed Minnesota peace officers assigned to a Drug Task force or a Violent Crime Enforcement Team.
- 3.8 Governmental Unit must de-conflict case investigations through the use of Regional Information Sharing Systems (RISS).
- 3.9 Investigators will comply with the guidelines of the COPS Anti-Methamphetamine Task Force Program as outlined in the 2024 COPS Anti-Methamphetamine Program (CAMP) Award Owner's Manual. This manual is located at <https://cops.usdoj.gov/pdf/2024AwardDocs/camp/AOM.pdf>. If the Governmental Unit receives reimbursement through funding from a grant awarded to the BCA subsequent to the 2024 grant, the Governmental Unit will comply with the guidelines established by the later grant.

4. Responsibilities of the Governmental Unit and the BCA

4.1 The Governmental Unit will:

- 4.1.1 Assign a Governmental Unit point of contact to act as the liaison between it and the AMTF Project Coordinator to assist in case submissions for overtime, monthly reporting, and meeting overtime reimbursement deadlines.
- 4.1.2 Submit an AMTF case submission form to the Project Coordinator for pre-approval of the requested reimbursement. This request shall include a case synopsis, an explanation of how it qualifies under the required criteria in clauses 3.1 and 3.2 above, and an operational plan.
- 4.1.3 Conduct investigations in accordance with provisions of the AMTF Program Standards, identified in clause 3 above, and conclude such investigations in a timely manner.
- 4.1.4 Maintain accurate records of enforcement activities to be collected and forwarded monthly to the Project Coordinator for statistical reporting purposes.
- 4.1.5 Submit case data to the Project Coordinator biennially or when requested to support grant reporting requirements as required by the AMTF Program. This information will include a case synopsis and demographic information on cases submitted for overtime, the number of methamphetamine investigations, search warrants, arrests, seizures of controlled substances, and firearms.
- 4.1.6 Prepare an operational briefing sheet for each active operation.
- 4.1.7 Allow BCA to inform participating agencies of potential case connections based on data submitted to BCA through the AMTF Program.
- 4.1.8 Refrain from comingling AMTF funds with any other existing federal or state grant funded overtime or additional local Governmental Unit funding.
- 4.1.9 De-conflict case investigations through the use of RISS.
- 4.1.10 Enter suspected traffickers' telephone numbers into the DEA Internet Connectivity Endeavor (DICE) database system as a means of deconfliction of case investigations. The Governmental Unit shall utilize BCA as a resource to assist in this process as needed.

4.2 The BCA will:

- 4.2.1 Provide a Senior Special Agent who will serve as the designated Project Coordinator.
- 4.2.2 Provide a Criminal Intelligence Analyst (CIA) who will provide analytical support to methamphetamine investigations relating to the subject matter contemplated by this Agreement.

- 4.3 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by the Governmental Unit acting through its employees.

5. Payment

- 5.1 To receive reimbursement for overtime expense, the Governmental Unit must transmit an AMTF case submission by providing a case synopsis, an explanation of how the case qualifies under the required criteria for case acceptance and an operational plan. The Project Coordinator will review the case submission and approve or deny the reimbursement request within seven (7) business days of receipt by the BCA's Authorized Representative.
- 5.2 Subsequent to receiving notice of approval of a reimbursement request, the Governmental Unit must submit an overtime expense form no later than fifteen (15) business days after the end of the month during which the expense is incurred. The form must be submitted to bca.methamphetaminegrant@state.mn.us.
- 5.3 The BCA will pay the Governmental Unit within thirty (30) calendar days of the submission of the expense form.
- 5.4 The Governmental Unit may receive payment for an AMTF case submission for overtime expense approved prior to the effective date of this Agreement if the Governmental Unit had a joint powers agreement in place with the BCA that expired prior to the effective date of this Agreement. Reimbursement will occur as provided in

Clause 5.2.

6. Authorized Representatives

The BCA's Authorized Representative is the following person or his successor:

Name: Scott D. Mueller, Deputy Superintendent
 Address: Department of Public Safety; Bureau of Criminal Apprehension
 1430 Maryland Street East
 Saint Paul, MN 55106
 Telephone: 651.793.7000
 E-mail Address: scott.d.mueller@state.mn.us

The Governmental Unit's Authorized Representative is the following person or his/her successor:

Name: Rich Clark, Commander
 Address: 425 Grove Street
 St. Paul, MN 55101
 Telephone: 651-248-2414
 E-mail Address: rich.clark@co.ramsey.mn.us

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA's Authorized Representative.

7. Assignment, Amendments, Waiver, and Agreement Complete

- 7.1 Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- 7.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3 Waiver.** If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 7.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law.

9. Audits

Under Minnesota Statutes, § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years following expiration of this Agreement.

10. Government Data Practices

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the BCA. The BCA will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

11. Venue

The 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.

12. Expiration and Termination

- 12.1** Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.
- 12.2** In the event that federal funding is no longer available, the BCA will notify the Governmental Unit and terminate the Agreement.
- 12.3** In the event the Governmental Unit breaches this Agreement, it will not be eligible to receive any further reimbursement under this Agreement.

13. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

THE REMAINDER OF THE PAGE IS INTENTIONALLY BLANK

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. STATE ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT PO Number: 30000101344

2. GOVERNMENTAL UNIT
Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.

By: _____

Title: Chair, Ramsey County Board of Commissioners

Date: _____

By: _____

Title: Chief Clerk, Ramsey County Board of Commissioners

Date: _____

By: **Bob Fletcher**
Digitally signed by Bob Fletcher
Date: 2025.04.15 20:47:08
-05'00'

Title: Ramsey County Sheriff

Date: 4/15/25

3. DEPARTMENT OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION

By: _____
(with delegated authority)

Title: _____

Date: _____

4. COMMISSIONER OF ADMINISTRATION
As delegated to the Office of State Procurement

By: _____

Title: _____

Date: _____

Admin ID: _____

Approved as to form:

By: **Cousins, Bradley**
Digitally signed by Cousins, Bradley
Date: 2025.04.29 13:07:34
-05'00'

Title: Assistant Ramsey County Attorney

Date: 4/29/25

Board of Commissioners

Request for Board Action

Item Number: 2025-106

Meeting Date: 5/6/2025

Sponsor: Parks & Recreation

Title

Resolution to Support Proposed Art Project Application

Recommendation

1. Affirm support for the proposed public art project at Keller Regional Park submitted to Minnesota Department of Transportation Art for the Trunk Highway Program.
2. Authorize the Chief Clerk to execute the Minnesota Department of Transportation supporting resolution.
3. Authorize the Ramsey 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

The Parks and Recreation department (Parks) was approached by artists Aleya Berry and Layla Nerayo to paint a mural in Keller Regional Park under Highway 61 along the trail. This location is owned by the Minnesota Department of Transportation (MnDOT) and needs local approval to paint the mural, including a resolution from the board to approve the artwork. Further details and a concept design of the artwork are included in the application and the artist's statement. A trail for Keller Regional Park goes under Highway 61 between Roselawn & County Road B in Maplewood at this location:

<https://maps.app.goo.gl/tQGas5XA4sdwec8VA> The mural would be 20 feet tall by 50 feet wide centered on the angled section of pavers north of the trail.

Keller Regional Park is an important park to the local neighborhood and as a regional park, it serves a regional audience. The park has seven park shelters that host many events and gatherings for the community, as well as opportunities for fishing, hiking, and biking. An archery range is located nearby, as well as a brand-new court for Tuj Lub (Hmong top spinning game) set to open in May 2025, and the courts and associated picnic shelter will feature art by local artist Kao Lee. This is the perfect opportunity to expand the reach of art in the park, as a way of welcoming and creating a sense of belonging for underserved communities.

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☒ Opportunity

☐ Accountability

Racial Equity Impact

Parks has been using art as a tool for engaging racially and ethnically diverse Ramsey County residents in the parks and creating a sense of welcoming and belonging. Research done by Macalester College has shown Ramsey County's art engagement to be effective for creating a greater sense of belonging in the parks. Art engagement has been an important tool to bring artists of color and community together to create art pieces in the parks that speak to a diversity of residents. Aleya Berry and Layla Nerayo are Black artists, and this artwork represents the intersection of nature, trauma, and Black hair, in a simple and beautiful form.

Community Participation Level and Impact

As community engagement is required for the MnDOT approval, this project was presented to the Parks Commission on November 13th, 2024, and received very positive feedback. Community will be involved in the painting of the mural.

☒ Inform ☒ Consult ☒ Involve ☒ Collaborate ☐ Empower

Fiscal Impact

The artists are seeking grants to install the artwork. Should they be unable to secure a grant, the memorial bench donation funds, which are meant to provide improvements to the park such as this, can be used to support the artwork, estimated to cost \$1,000.

Last Previous Action

None.

Attachments

1. Application
2. Artist's Statement
3. Supporting Resolution

Application for Art on Trunk Highway Right of Way

The Minnesota Department of Transportation (MnDOT) will use the application information you provide to review your proposal for the placement of art on trunk highway right of way, consistent with [MnDOT Policy No. OP007](#), Effective Date November 28, 2018. Policy No. OP007 provides details on the application process, art selection criteria, financial responsibilities, Visual Artists Rights Act rights, artist and sponsor recognition, maintenance, and criteria for art modification, removal, and disposal.

For questions or additional information regarding this application or the Art on the Trunk Highway Right of Way Policy or process, please contact the appropriate [MnDOT District Contact for Art on Trunk Highway Right of Way](#), the [Director of the Office of Environmental Stewardship](#), or the [Director of the Office of Bridge](#). The appropriate MnDOT District Office for each proposed art project is determined by the geographic area in which the proposed art will be located. Please refer to this list of [Local MnDOT Offices](#) or the [MnDOT District Map](#) to determine the proper MnDOT District Office to process this application.

PLEASE NOTE: Approved applicants will be required to enter into a Cooperative Agreement with MnDOT prior to the installation or placement of art on the trunk highway right of way. All art installed or placed on the trunk highway right of way will be a donation to, and become the property of, MnDOT.

Please save this application form to your computer or mobile device, complete the application form, and send the completed application form and related documentation to the appropriate MnDOT District Office. All submitted applications, including related and requested documentation, may be subject to disclosure under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

Applicant (Political Subdivision, State Agency or Tribal Government Only)		
1. Agency: Ramsey County Parks & Recreation	2. Contact First Name: Kristopher	3. Contact Last Name: Lencowski
4. Contact Phone Number: 651-266-0330	5. Contact Email Address: Kristopher.Lencowski@ramseycounty.us	
Sponsor (If Applicable)		
6. Agency/organization:	7. Contact First Name:	8. Contact Last Name:
9. Contact Phone Number:	10. Contact Email Address:	
Artist(s)		
11. Name of Artist and/or Studio (If Applicable):	12. Contact First Name: Aleya	13. Contact Last Name: Berry
14. Contact Phone Number: [REDACTED]	15. Contact Email Address: [REDACTED]	
Project		
16. Identify the proposed location of the artwork. (Please include city, proximity to roadways or landmarks, and any other pertinent information.) Placement should be as far away from the traveled roadway as possible.		

17. Provide a detailed description of artwork, including community and location context and significance, description of materials, colors, shapes, identifying features, and distinguishing characteristics. (In addition to this description, please attach sketch or picture if available.)

A trail for Keller Regional Park goes under Highway 61 between Roselawn & County Road B in Maplewood at this location: <https://maps.app.goo.gl/tQGas5XA4sdwec8VA>. Ramsey County has an artist interested in painting a mural on the slope next to the trail underneath Highway 61. Since this trail goes under the highway, art has the potential to brighten up and create a welcoming atmosphere in a darker area of the park.

The artwork is along the trail that Ramsey County Parks & Recreation manages, and is not seen by the drivers on the highway. The mural would be 20' tall by 50' wide centered on the angled section of pavers north of the trail.



Keller Regional Park is an important park to the local neighborhood and as a regional park, it serves a regional audience. The park has seven park shelters that host many events and gatherings for the community, as well as opportunities for fishing, hiking, and biking. An archery range is located nearby, as well as a brand new court for tuj lub, a hmong top spinning game, set to open in May, 2025, and the courts and associated picnic shelter will feature art by local artist Kao Lee. This is the perfect opportunity to expand the reach of art in the park, as a way of welcoming and creating a sense of belonging for underserved communities.

The concept sketch of the art that would be placed onsite is pictured below, and is the best way to describe the art. Additional artist experience and example works are attached.



18. Outline the proposed art project schedule.

Once receiving approval, work would start in May or June, and painting would last approximately 2 weeks.

19. Describe the completed public engagement and review process.

The location, concept design and artist examples of work were presented to the Ramsey County Parks & Recreation Park Commission, an advisory group made up of residents spread geographically throughout the county by commissioner district, as well two at-large members who provide community voice to Parks & Recreation activities. This received strong support from the Park Commission. The artists are also part of the community surrounding the park and would engage community in the painting of the mural.

Maintenance

20. Provide a detailed maintenance plan, including a description of maintenance activities, a maintenance schedule, and contact information for entity responsible for maintenance.

Paint used is nontoxic latex paint. The pavers would be cleaned using standard a standard power washer prior to painting.

During the painting process, biologs can be used to prevent paint spread outside of work area in the event of paint spills.

An anti-graffiti coating, such as MuralShield, can be used to protect the art piece.

Park staff routinely inspect park property, daily in the summer months and weekly in the winter months. Detailed inspection will occur yearly. Inspections will look for graffiti as well as signs of chipping or flaking. Graffiti and other damage can be managed as part of the county's overall park maintenance plan. The artists will also have the option of retouching any portions that may need care. At the end of life, protective surfaces would be removed following manufacturer specifications using a Controlled Delamination procedure. If residue remains, painting over the area with a solid color can help to restore the pavers. Efforts would be made to ensure removal does not impact surrounding natural resources. The Ramsey County Park Department can be the primary contact for issues: 651-266-0300, Parks@ramseycounty.us

21. Lifespan Expectation: **The lifespan of this piece would be approximately 5-10 years.**

Costs

22. Cost Estimate: **\$1,000**

23. Source of Funding: **The artists are currently seeking grants. As a backup, existing park donation funds from Ramsey County will be used.**

24. Source of Maintenance Funding: **Operating budget**

Attachments

- | | |
|--|--|
| <input checked="" type="checkbox"/> Resolution | <input checked="" type="checkbox"/> Waiver of Moral Rights Pursuant to Visual Artists Rights Act |
| <input checked="" type="checkbox"/> Public engagement documentation | <input checked="" type="checkbox"/> Artist's statement and description of the proposed art project |
| <input checked="" type="checkbox"/> Final detailed plan set (R/W, existing utilities, structural details and maintenance plan) **see above | <input type="checkbox"/> Engineering Calculations |
| <input checked="" type="checkbox"/> Details on installation, maintenance, removal, disposal **see above | <input checked="" type="checkbox"/> Maintenance plan, 24/7 maintenance contacts |

This Application for Art on the Trunk Highway Right of Way is: ☐ **Approved** ☐ **Denied**

Print Name of District Engineer

Signature of District Engineer

Date signed

Keller Regional Park Mural

Artist's Statement

"Aleya Berry & Layla Nerayo use their art as a way to give voice to communities that are silenced. As Black Women experiencing the disparities our communities go through, we see how time and time again we fight, yet we are silenced. Our art is a way of activism, and making space for our community and other communities we are not a part of.

We find that hearing people's stories and experiences are important. So we put their stories in our works. To create welcoming spaces for these communities, a voice for these communities and start the uncomfortable conversations that need to be had for us to progress as a society.

The piece we are currently prepping for tackles the relationship between nature and creativity along with black representation. The main message of the piece is to free yourself through creation. As mother nature freed her soul by creating us, our ancestors freed themselves and soon excelled. So many times, we get stuck because of discrimination and unfair generational traumas passed down to us. But through this we can tap into our creativity to free ourselves from the struggles dealt with daily; internally and externally from society. From this we can find the idea of getting lost with nature and reconnecting with our soul. The colorful people in the beginning represent the path we must follow to find the spark inside of us. The brown wiggles and straight lines represent curly hair and the history of relaxers; representing the black hair movement and confidence within our afros. The red colors represent redlining and the vines taking over representing our nonstop growth and rebellion against the systems put in place to bring us down. The woman at the bottom connects to the statement, "black hair grows towards the sun." It also represents the need for community and how one free mind can free the rest ("the rest" being that of the garden beneath the girl.)

We want to invite the community to help us paint this mural. The main message of the mural is freedom through creating. We want others to create with us to then go out into the community and continue creating for themselves and others."

Concept Design



Artist Examples of Work





"Know from whence you came
If you know whence you came
there are absolutely no
limitations to where you can
go."
-James Baldwin

College and
Career
Readiness
Center
2023

**RAMSEY COUNTY BOARD OF COMMISSIONERS
RESOLUTION**

Acknowledging and extending support for a proposed public art project.

Whereas, the Minnesota Department of Transportation (“MnDOT”) owns the bridge identified as Bridge #####, located in Ramsey County (“Bridge”) on which Highway 61 travels;

Whereas, the County of Ramsey (“County”) desires to install a mural on the slope under the Bridge, said slope located adjacent to a trail in Keller Regional Park between Roselawn Avenue & County Road B in Maplewood (see Google Maps for precise information: <https://maps.app.goo.gl/tQGas5XA4sdwec8VA>) (“Art”);

Whereas, MnDOT requires preapproval by MnDOT of an application (“Application”) for public art located on or in MnDOT rights of way and MnDOT-owned non-office state transportation facilities pursuant to the MnDOT Art on Highway Right of Way Policy (“Policy”);

Whereas, pursuant to the Policy, an Application may only be submitted by a political subdivision of the state, other state agencies, or tribal government (“Applicant”).

Whereas, the Application must include a resolution from the Applicant's governing body stating the Applicant's leadership is aware of and supports the proposed art project;

Whereas, the Policy requires the Applicant to complete public engagement related to the Art to establish that the Art is consistent with the Applicant’s community standards;

Whereas, the Application must include a waiver of all artist rights granted pursuant to the Visual Artists Rights Act (VARA), 17 U.S.C. §106A(a).

Whereas, the Policy requires the Applicant to enter into an agreement with MnDOT related to the Art (“Art Agreement”) including provisions requiring Art donation to MnDOT and specifying responsibilities related to the installation, maintenance, and removal of the Art;

Whereas the County desires to pay for the installation, maintenance, and removal of the Art;

Whereas the County has identified the funding necessary to install, maintain, and remove the Art on and from the Bridge.

Now, Therefore, Be It Resolved by the Ramsey County Board of Commissioners (“Board”):

That the Board hereby extends its support of and for the installation, maintenance, and removal of the above-described Art.

That the Board acknowledges that it has conducted public engagement related to the Art and that the Art is consistent with its community standards.

That the Board authorizes the County Manager, Ling Becker, and/or her designee Kristopher Lencowski, Ramsey County Director of Operations – Parks & Trails to submit an Application to MnDOT for installation,

maintenance, and removal of the Art, including answering questions thereon and providing supplementary information thereto.

That the Board authorizes the County Manager, Ling Becker, on behalf of the County, to negotiate and execute an Art Agreement with MnDOT] without further approval by this Board.

A motion to approve was made by Commissioner _____, seconded by Commissioner _____.

Motion _____ [passed / failed].

Aye	Nay	Abstain

Approved this _____ day of _____, 20_____.

Attest:

By: _____

Title: Chief Clerk, Jason Yang

Date: _____

Board of Commissioners

Request for Board Action

Item Number: 2025-157

Meeting Date: 5/6/2025

Sponsor: Human Resources

Title

Terms of Collective Bargaining Agreement with Law Enforcement Labor Services Local 349 9-1-1 Telecommunicators and Public Safety Dispatchers for the years 2025, 2026, and 2027

Recommendation

1. Approve the terms of the collective bargaining agreement with Law Enforcement Labor Services Local 349 9-1-1 Telecommunicators and Public Safety Dispatchers for the years 2025, 2026, and 2027.
2. Authorize the Chair and the County Manager to execute the agreement.

Background and Rationale

Collective bargaining with Law Enforcement Labor Services Local 349 9-1-1 Telecommunicators and Public Safety Dispatchers has resulted in agreement for a three-year contract for the years 2025, 2026, and 2027. This bargaining unit represents approximately 94 employees who work at the Ramsey County Emergency Communicator Center department in the job classifications of 9-1-1 Telecommunicators and Public Safety Dispatchers.

The current agreement expired December 31, 2024 and Ramsey County Board approval of a new agreement is required. The proposed settlement is the successful result of negotiation and mediation between the parties. This agreement reflects the diligent efforts of union and management participants in the bargaining process. The settlement was reached between the parties in mediation on April 9, 2025. The bargaining unit subsequently voted to ratify the tentative agreement on April 21, 2025. Although the challenges were significant, there were ample opportunities to address the interests of both union and management. The proposed settlement addresses the important interests of affected employees and the county, including modernization of the classification and compensation structure, while honoring the fiscal limitation expressed by the Ramsey County Board.

County Goals (Check those advanced by Action)

☒ Well-being

☐ Prosperity

☒ Opportunity

☐ Accountability

Racial Equity Impact

With approximately 4,206 employees employed by Ramsey County, 46% are racially and ethnically diverse with the overall rate of new hires of racially and ethnically diverse background at 53%. Collective bargaining agreements are essential to establishing equitable and consistent wages and benefit structure with equitable opportunities and outcomes in support of the attraction and retention of a diverse workforce who provide protective services to the residents of Ramsey County and promote the county's vision, mission and goals.

Community Participation Level and Impact

This action is strictly operational and internal facing. The union completed a vote of its membership to ratify the agreement pursuant to the internal union process. This agreement is the result of a traditional negotiation process in which the county and the union meet to resolve identified issues using both a collaborative and productive approach.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Funding for contract costs was accounted for in Ramsey County's 2025 operating budget and will be included in the proposed 2026-2027 biennial budget.

Last Previous Action

On June 7, 2022, the Ramsey County Board of Commissioners approved the terms of collective bargaining agreement with Law Enforcement Labor Services Local 349 9-1-1 Telecommunicators and Public Safety Dispatchers for the years 2022, 2023 and 2024 (Resolution B2022-137).

Attachments

1. 2025-2027 Law Enforcement Labor Services Local 349 9-1-1 Telecommunicators and Public Safety Dispatchers Tentative Agreement Summary List
2. 2025-2027 Law Enforcement Labor Services Local 349 9-1-1 Tentative Agreement Summary List - Addendum A

Ramsey County
Law Enforcement Labor Services Local 349
Tentative Agreement Reached April 9, 2025

DURATION

This Agreement shall be effective as of the first day of January 2025 and shall remain in full force and effect until the last day of December 2027.

WAGES

2025: Implementation of the 2025 Classification and Compensation Modernization salary plan and grades as attached in Addendum A effective the first full pay period following January 1, 2025.

3% wage increase effective the first full pay period following January 1, 2025. Employees shall progress through the wage schedule per the established salary plan.

Effective January 1, 2025, steps that require four (4) years between progression shall reduce the progression by two (2) years, not to result in not more than two (2) years between steps.

2026: 3.5% wage increase effective the first full pay period following January 1, 2026. Employees shall progress through the wage schedule per the established salary plan.

2027: 4.5% wage increase effective the first full pay period following January 1, 2027. Employees shall progress through the wage schedule per the newly established salary plan.

MEDICAL INSURANCE

A) Revise article to include 2024 Insurance Memorandum of Agreement premium contributions

B) Add language specific to Minn. Statute 268B.14:

21.6 The Employer and employee will split the premiums for the Minnesota Paid Family and Medical Leave on a 50/50 basis with the employee share payable through payroll deductions pursuant to Minn. Stat. 268B.14.

OTHER ECONOMIC ITEMS

Union Security – Article 6

- Modify union security article to conform with Minn. Stat. 179A.

Grievance Procedure – Article 7

- Add language that requires arbitrations to be scheduled within 1 year of a grievance moving to step 4 of the grievance process, or such grievances will be considered waived.

Holidays – Article 15

- Effective in 2025, additional 8 (eight) hours of floating holiday for probationary or permanent status employees

Article 15 Work Schedules – Premium Pay

- Night differential increase from 6.5% of first step to 7% of first step per hour.
- Increase weekend differential from 85 cents per hour to \$1 per hour.

Separation Pay – Article 18

- Increase max separation payout from \$14,500 to \$15,000.

Leave of Absence – Article 24

- Effective 1/1/2025, the County will provide 8 weeks of paid parental leave to sunset once a state parental leave program is in effect.

MEMORANDA OF AGREEMENT

- i. Short/Long Term Disability Renew
- ii. Ramsey County, City St. Paul, Saint Paul Police Federation & LELS Local 349 Renew
- iii. NLRB Exemption [Renew](#)
- iv. Ramsey County Language Differential Pilot Program [New](#)

OTHER LANGUAGE CHANGES

Seniority – Article 9

- Remove reference to employees demoted from Public Safety Dispatcher to Law or Fire Dispatcher.

Sick Leave – Article 17

- Update sick leave article to confirm with Minn. Statute 181.9445-181.9448
- Increase the amount of sick leave an employee may use in conjunction with Workers Compensation to 100% of an employee's normal daily wage.

Communications Training Officer – Article 25

- Modify to clarify that all permanent bargaining unit members may be expected to serve as CTOs.

Ramsey County & LELS Local 349 (9-1-1 Telecommunicators and Public Safety Dispatchers)

Addendum A

Salary Plan 128B											
Step	1	2	3	4	5	6	7	8	9	10	11
Grade 18	25.237963	26.373671	27.509380	28.645088	29.780796	30.916505	32.052213	33.287921	34.423630	35.559338	36.595046
Grade 22	27.858768	29.168130	30.477492	31.786854	33.096216	34.405578	35.834941	37.144303	38.453665	39.763027	40.952389

Board of Commissioners

Request for Board Action

Item Number: 2025-158

Meeting Date: 5/6/2025

Sponsor: Human Resources

Title

Terms of Collective Bargaining Agreement with Ramsey County Supervisors Association for the years 2025, 2026, and 2027

Recommendation

1. Approve the terms of the collective bargaining agreement with Ramsey County Supervisors Association for the years 2025, 2026, and 2027.
2. Authorize the Chair and the County Manager to execute the agreement.

Background and Rationale

Collective bargaining with Ramsey County Supervisors Association has resulted in agreement for a three-year contract for the years 2025, 2026, and 2027. This bargaining unit represents approximately 129 employees who work in numerous supervisory job classifications within the Health and Wellness Service Team.

This is the first collective bargaining agreement for the Ramsey County Supervisors Association following certification as the exclusive representative on January 18, 2024. The proposed settlement is the successful result of negotiation between the parties. This agreement reflects the diligent efforts of union and management participants in the bargaining process. The settlement was reached between the parties on March 27, 2025. The bargaining unit subsequently voted to ratify the tentative agreement on April 21, 2025. Although the challenges were significant, there were ample opportunities to address the interests of both union and management. The proposed settlement addresses the important interests of affected employees and the county, including modernization of the classification and compensation structure, while honoring the fiscal limitation expressed by the Ramsey County Board.

County Goals (Check those advanced by Action)

☒ Well-being ☐ Prosperity ☒ Opportunity ☐ Accountability

Racial Equity Impact

With approximately 4,206 employees employed by Ramsey County, 46% are racially and ethnically diverse with the overall rate of new hires of racially and ethnically diverse background at 53%. Collective bargaining agreements are essential to establishing equitable and consistent wages and benefit structure with equitable opportunities and outcomes in support of the attraction and retention of a diverse workforce who provide protective services to the residents of Ramsey County and promote the county's vision, mission and goals.

Community Participation Level and Impact

This action is strictly operational and internal facing. The union completed a vote of its membership to ratify the agreement pursuant to the internal union process. This agreement is the result of a traditional negotiation process in which the county and the union meet to resolve identified issues using both a collaborative and productive approach.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Funding for contract costs was accounted for in Ramsey County's 2025 operating budget and will be included in the 2026-2027 biennial budget.

Last Previous Action

None.

Attachments

1. 2025-2027 Ramsey County Supervisors Association Tentative Agreement

Tentative Agreement RCSA and RC 2025-2027 Collective Bargaining Agreement

TA reached on March 27, 2025

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Article 1 Preamble

- 1.1 This Agreement entered into by Ramsey County, hereinafter referred to as the Employer, and Ramsey County Supervisors Association, hereinafter referred to as the Union or Association, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.
- 1.2 All Personnel policies provided by this contract, unless otherwise stated, shall be applied uniformly across the entire bargaining unit.
- 1.3 The County will adhere to the Personnel Rules and Benefits Policies for bargaining unit members unless otherwise specified in the collective bargaining agreement.

Article 2 Recognition

- 2.1 The Employer recognizes the Union as the exclusive representative of the following job classifications in the Ramsey County Supervisors Association recognized bargaining unit of all first level supervisors who meet the definition of a supervisory employee pursuant to Minn. Stat. 179A.03, subd. 17, in the Departments within the Health and Wellness Service Team, employed by Ramsey County, in the following titles who are public employees within the meaning of Minn. Stat 179A.03, subd 14, excluding confidential employees, those included in other bargaining units, non-supervisory employees and all other employees:

Mental Health Supervisor	Management & Analysis Supervisor
Community Corrections Supervisor	Research & Evaluation Supervisor
Social Worker Principal	Office Manager
Eligibility Specialist Supervisors	Nurse Supervisor
Public Health Nurse Clinician	Nurse Supervisor CH (Correctional Health)
Public Health Program Supervisor	

- 2.2 The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement either individually or collectively which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.
- 2.3 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.

Article 3 Definitions

1. Union: The Ramsey County Supervisor Association ("RSCA").
2. Employee: A member of the exclusively recognized bargaining unit as defined in the recognition article of this agreement.
3. County: County of Ramsey.
4. Union Officer/Steward: Officer, Steward, or board member of the Union elected or appointment by the Ramsey County Supervisor Association.
5. Permanent Status: The state or condition achieved by an employee in the classified service who has successfully complete an initial probationary period or a probationary period required following reinstatement or reemployment.
6. Probationary Status: The state or condition of an employee following appointment to a position in the classified service, during which the employee is required to demonstrate ability to perform the duties and fulfill the responsibilities of the position. Probationary employees are not subject to just cause if discharged during the probationary period.
 - a. The Probationary period shall be the equivalent of twelve (12) months (2080 hours). Part-time or intermittent employees shall serve a probationary period of the equivalent number of

hours as full-time employees in the same class or twice the time of probation in months, whichever comes first (e.g. six (6) months probationary period- 1040 hours or one (1) year, whichever comes first).

7. Provisional Status: The state or condition of an employee who has been appointed for a limited period of time (not to exceed six [6] months) to a classified position for which no eligible list exists.

Article 4 Union Security

- 4.1 The Employer agrees to deduct the Union dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by a representative of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the representative by the first of the succeeding month, after such deductions are made.
- 4.2 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 4.3 The Employer shall furnish the Union each month a list of new employees hired in positions in the Bargaining Unit.
- 4.4 The Employer agrees that on the Employer's premises and without loss of pay the Union stewards shall be allowed to post official Union notices of the designated representative; transmit communications authorized by the Union or its officers under the terms of this contract; consult with the Employer, their representative, Union officers or the Union representative concerning the enforcement of any provisions of this Agreement, so long as such action does not interfere with regular Employer duties or create overtime.
- 4.5 Bulletin Board-The Employer shall make space available on the employee bulletin board or electronic equivalent for the posting of Union notice(s) and announcement(s).

Article 5 Employer Security

- 5.1 Neither the Union, its officers or agents, will engage in, encourage, sanction, support or suggest any strike, or the withholding in whole or in part of the full performance of their duties during the life of this Agreement, except as specifically allowed by the Public Employment Labor Relations Act of 1971 as amended. In the event of a violation of this Article, the Union shall join with the Employer to warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties. Any employee who fails to return to full duties within twenty-four (24) hours of such warning

may be subject to the penalties provided in the Public Employment Labor Relations Act of 1971, as amended.

Article 6 Employer Authority

- 6.1 The Employer retains the sole right to operate and manage all manpower, facilities and equipment in accordance with applicable laws and regulations of appropriate authorities.
- 6.2 Any terms and conditions of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

Article 7 Hours of Work

- 7.1 Normal Work Hours. Normal hours of full-time employment shall be from 8:00 a.m. to 4:30 p.m., Monday through Friday. A department head may adjust start and end time for individual employees and may allow employees to flex their time when appropriate. The regular hours of work each day will be consecutive.
- 7.2 Except as modified by this Agreement, work shifts, staffing schedules, and the assignment of employees thereto shall be established by the Employer.
- 7.3 Permanent change in an employee's regular work schedule will require two weeks advance notice by the Employer.

Article 8 Part Time Employees

- 8.1 Part-time employees with provisional, probationary, or permanent status shall be eligible to earn all employee benefits described in this agreement, unless specifically excluded on a pro rata basis provided that such employees work not less than thirty-two (32) hours in each pay period and are assigned a regular work schedule, as opposed to being subject to call or to work when available.
- 8.2 Part-time employees with provisional, probationary, or permanent status shall be eligible for the County pro rata insurance program if such employees work not less than forty (40) hours per pay period. These employees shall be eligible for the County contributions towards insurance benefits on a pro rata basis based on average paid hours per pay period, with determination made each following six-month period. Employees whose average paid hours are at least fifty percent (50%) but less than seventy-five (75%) of full time shall receive two-thirds (2/3) of the County contribution towards insurance benefits. Employees who are regularly scheduled to work between sixty (60) and eighty (80) hours per pay period shall receive contributions toward health and dental premiums at the same rate as full-time employees.
- 8.3 An intermittent employee is defined as a person with permanent or probationary status not working a regular work schedule (e.g. on call). As established by the County Board (Resolution 2014-262) there is an Initial Measurement period of 12 months (new hires), and Standard Measurement Period of 12 months (current employees) for Intermittent employees to determine if they meet the ACA full-time

standard of at least 30 hours per week; an Administrative period of not more than 60 days to assess hours worked during the measurement period and enroll those who qualify as full-time and choose to elect coverage; and a Stability Period with 12 months medical insurance for those who elect coverage, provided they remain employed with the County. The County will offer medical insurance to Intermittent employees who meet the ACA full-time standard of at least 30 hours per week as provided in this section, with the same County contribution provided to Regular Permanent employees.

Article 9 Holidays

9.1 Designated holidays shall be eight (8) hours each and are defined as:

New Year's Day	January 1 st
Martin Luther King's Birthday	The third Monday in January
Presidents' Day	The third Monday in February
Memorial Day	The last Monday in May
Juneteenth	June 19 th
Independence Day	July 4 th
Labor Day	The first Monday in September
Veterans Day	November 11 th
Thanksgiving Day	The fourth Thursday in November
Thanksgiving Friday	The Friday after Thanksgiving
Christmas Day	December 25 th
Floating Holiday	Two days each year

Employees shall be eligible for holiday pay provided they are on paid status on the day before and the day after the holiday.

9.2 Employees are eligible for paid holidays as follows:

a) Every full-time permanent, probationary or unclassified employee shall be eligible for all of the above-listed holidays.

b) Part-time permanent, probationary or unclassified employees shall be eligible to earn holiday pay on a pro rata basis, provided that they are assigned a regular work schedule (as opposed to being subject to call or to work when available) of not less than thirty- two (32) hours per pay period.

d) In order to receive holiday pay, an eligible employee must have worked, or been on paid status, on their regularly scheduled workdays immediately before and after the holiday.

9.3 When New Year's Day, Juneteenth, Independence Day, Christmas Day or Veterans Day falls on Sunday, the following day shall be a holiday for employees who work a Monday through Friday schedule. When New Year's Day, Juneteenth, Independence Day, Christmas Day or Veterans Day falls on Saturday, the preceding day shall be a holiday for employees who work a Monday through Friday schedule.

9.4 Every employee with probationary or permanent status shall be eligible for "floating holidays" based on the following:

- 1) Employees shall be entitled to up to sixteen (16) hours per year.
 - 2) Any floating holiday in excess of the maximum accumulation allowed shall be lost to the employee annually on the pay period including June 30.
 - 3) Full-time and part-time employees shall receive sixteen (16) hours of floating holiday annually on the first full pay period following the pay period including June 30, pro-rated for part-time employees.
 - 4) Probationary Employees will not be paid for unused floating holiday(s) hours if employment terminates.
 - 5) Floating holidays shall be taken at a time mutually agreeable to the employee and the department.
- 9.5 Employees assigned to work the shift of six (6) days on and three (3) days off or four (4) days on and two (2) days off shall not be eligible for holidays.

Article 10 Sick Leave

- 10.1 Each full-time provisional, probationary and permanent employee shall earn sick leave at the rate of 4.6154 hours for each pay period. Sick leave accrual will be based on actual hours on paid status in a pay period and will be prorated for full-time provisional, probationary, and permanent employees who work less than 80 hours in a pay period. There will be no loss in accrual for unpaid union leave up to forty (40) hours per period for no more than two (2) consecutive pay periods.
- 10.2 Permanent, regularly scheduled employees may accumulate the unused portion of sick leave without any maximum restrictions.
- 10.3 The Employer and the Union agree that Sick Leave shall comply with or exceed the Minnesota Earned Safe and Sick Time Law (Minn. Stat. 181.9448), and may be authorized for the following reasons with the limitations as specified:
- 1) For illness or injury, dental or medical care for the employee or their family members as defined in Minnesota Earned Safe and Sick Time Law (Minn. Stat. 181.9445). Sick leave usage by the employee shall be subject to approval and verification by the department head, who may require the employee to furnish reasonable documentation after three consecutive absences from a scheduled workday.
 - 2) An employee may use sick leave for the closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency except as provided in Minnesota Statute 181.9447, Subd. 1(4).

- 3) An employee may use sick leave for safety leave for assistance to themselves or their relatives as described in paragraph (1). For the purpose of this paragraph, “safety leave” is leave for the purpose of providing or receiving assistance because of sexual assault, domestic abuse or stalking, pursuant to Minn. Stat. 181.9447. Sick leave not to exceed one hundred-sixty (160) hours may be utilized by employees for the birth or adoption of the employee’s child or a child regularly residing in the employee’s immediate household. The leave must be consecutive and taken within twelve (12) months of the birth or adoption.
- 4) Pregnant employees of Ramsey County shall be eligible for the use of paid and unpaid sick leave in the same manner as any other disabled or ill Ramsey County employee. Such sick leave eligibility shall begin upon certification through reasonable documentation that due to pregnancy, the employee is disabled in terms of their ability to perform the duties of their position. Such employee shall then be eligible to receive sick leave benefits in the same manner as is provided for any other ill or disabled County employee during the remaining period of pregnancy and until such time as the employee is certified able to return to work by a healthcare professional
- 5) In the event a pregnant employee elects to resign their employment because of pregnancy, such employee will be paid for accumulated sick leave up to but not exceeding one-hundred-twenty (120) hours.
- 6) Sick leave not to exceed forty-eight (48) hours may be utilized to make arrangements or attend funeral services or memorial, or address financial or legal matters that arise after the death of an employee’s family member as defined in paragraph (1).

10.4 To be eligible for sick leave payment, the employee will notify the Employer or designee in advance when the sick leave is foreseeable, but if it is not foreseeable, as soon as practicable. An employee cannot be required to seek or find a replacement worker to cover the sick leave hours used by the employee as a condition of the employee’s use of sick leave.

10.5 Full-time employees who do not utilize any sick leave hours in a three (3) month period shall have the option of converting four (4) hours of sick leave to vacation or pay at the option of the employee. The three (3) month periods are from January 1-March 31; April 1-June 30; July 1-September 30; October 1-December 31.

Part-time employees who do not utilize any sick leave hours in a three (3) month period shall have the option of converting sick leave to vacation or pay at the option of the employee, on a pro-rated basis, based on hours worked for the three (3) month period. The three (3) month periods shall be the same as identified in the preceding paragraph.

10.6 An employee that has satisfied the elimination period for either short term or long term disability may, at the employee’s option, retain a sick leave bank of up to eighty (80) hours when the employee begins an

unpaid medical leave, provided the employee has a bank of paid sick leave hours remaining after satisfying the elimination period.

- 1) An employee with a paid sick leave bank of eighty (80) hours or less after satisfying the elimination period for either short or long term disability may elect to retain either all or none of their remaining sick leave bank.
- 2) If the employee elects to retain a sick leave bank, the employee may not use any time from that bank until the employee returns from unpaid medical leave.
- 3) If the employee does not return from unpaid medical leave, the time retained in the employee's sick leave bank will be lost to the employee, such that the employee will receive no compensation for the retained sick leave.

In any other circumstances except those described above, employees will continue to be required to use all paid sick leave prior to going on an unpaid medical leave of absence, in accordance with the collective bargaining agreement and Benefits Policy.

10.7 Employees on sick leave with or without pay may not engage in other employment without the written approval of the Employer

10.8 Permanent and probationary employees who are injured while performing work within the scope of their employment for Ramsey County and by reason thereof are rendered incapable of performing their duties, on or after January 1, 2000, shall upon approval by Human Resources, be granted sick leave for each work day up to a maximum of one hundred and thirty (130) days for which Workers' Compensation payments are made for said injury or illness, said sick leave not to be charged against normal sick leave they have accumulated. This additional sick leave shall be granted in an amount equal to and not exceeding the difference between any Workers' Compensation payments and one hundred percent (100%) of the employees' normal daily wage.

If their recovery is not complete by the end of the period described in paragraph (1) of Article 9.13, employees shall use their own accumulated sick leave to make up the difference between any Workers' Compensation payment made and one hundred percent (100%) of the employee's normal daily wage.

In the event an employee absence due to a work related injury does not qualify for Workers' Compensation solely because of a statutory waiting period, each day of said absence shall be considered as "a day for which Workers' Compensation benefits are paid" under the provisions of this section.

In no event shall this section be construed or operate to permit an employee to receive a combined wage and Workers' Compensation payment exceeding 80% of the employee's normal daily wage.

Any such employee unable to resume the duties of their position within or at the end of the recovery period, and on the exhaustion of accumulated normal sick leave, shall be eligible for the sick leave without pay provisions of this contract.

Article 11 Vacation

- 11.1 Permanent or probationary employees shall earn vacation at the rates prescribed below. Vacation accrual is based on full-time equivalency.

Length of Employment	Accrual in Hours/ Pay Period	Yearly Accrual in Hours/Days	Max Accrual
Less than 4 years	4.6154	120/ 15 days	300
Between 4 and 15 years	6.1538	160/ 20 days	400
Between 15 and 23 years	6.4615	168/ 21 days	420
23 years or more	7.6923	200/ 25 days	500

- 11.2 Full-time permanent or probationary employees shall not earn vacation credit for a pay period if unpaid leaves of absence in that pay period equal or exceed forty (40) hours in a pay period, except as provided in Military Leaves, Leave for Political Office as outlined in the Benefits Policy, and Unpaid Union Leave. An employee is allowed to have up to forty (40) unpaid union leave hours per pay period for no more than (2) consecutive pay periods.
- 11.3 Earned Vacation Upon Separation. Upon separation from county employment, a permanent or probationary employee shall be granted vacation pay earned up to the time of separation.
- 11.4 Accumulation of Vacation. Vacation may be accumulated to a maximum of two- and one-half times (2.5) twice the annual vacation earning rate of the employee. Any vacation accrued in excess of the maximum accumulation allowed shall be lost to the employee on the pay period including June 30th of each year.

Article 12 Separation Pay

- 12.1 Upon separation from county service by resignation, layoff, expiration of a leave of absence or death, a permanent employee shall be paid one half (1/2) of all unused sick leave based on their accumulated sick leave hours at the time of separation, up to the following maximums, provided that:
- 1) That at the time of separation from county service, the employee must have been employed by the county in the classified service for at least five (5) years of full-time equivalent service prior to their separation, except that this section shall not apply to an employee whose cause of separation is death,

layoff, whose position has been abolished, or who was required to retire from service under provisions of a compulsory retirement law.

- 2) An employee who is laid off or whose position has been abolished shall have the option of waiting until their eligibility for reinstatement expires before applying for separation pay.
- 3) That the rate of payment shall be based upon the regular hourly salary of the employee, in their permanent classification, at the time of separation. Separation as used in this rule means the last working day of the employee in the classified service.
- 4) That in the event an employee has been separated and paid for such accumulated sick leave and subsequently is re-employed, their sick leave shall be calculated as though they were a new employee.
- 5) No classified employee who is on a leave of absence to accept a position in the exempt service of the county shall be eligible for separation pay until their employment is finally terminated.
- 6) Separation payment may be deferred to January of the next calendar year if requested in writing by the employee.

Accruals	Maximum pay
Employees with at least 100 hours sick leave and less than 480 hours	\$5,000
Employees with at least 480 hours sick leave and less than 850 hours	\$10,000
Employees with at least 850 hours sick leave and less than 1,000 hours	\$11,000
Employees with at least 1,000 hours sick leave and less than 1,150 hours	\$12,000
Employees with at least 1,150 hours sick leave and less than 1,300 hours	\$13,000
Employees with at least 1,300 hours sick leave and less than 1,450 hours	\$14,000
Employees with at least 1,450 hours sick leave and less than 1,600 hours	\$15,000
Employees with at least 1,600 hours and less than 1,750 hours	\$16,000
Employees with at least 1,750 hours and less than 1,900 hours	\$17,000
Employees with at least 1,900 hours or more	\$18,000

Article 13 Leaves of Absence

- 13.1 Eligibility Requirements. Employees shall be eligible for leaves of absence after thirty (30) days' service with the Employer.
- 13.2 Application for Leave. Any request for a leave shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization for a leave of absence shall be furnished to the employee by the Employer or designee, and it shall be in writing.
- 13.3 In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position in their department if the leave is for sixty (60) days or less and to their classification in their department if the leave is in excess of sixty (60) days.
- 13.4 Employees shall be granted a leave of absence with pay any time they are required to report to jury duty or jury service. All fees shall be returned to the Employer except those paid for duty on the employee's

normal day off and those paid for meals and mileage. Any hours not on jury duty shall be worked. The Employer will make an effort to accommodate the schedule of employees called to Jury duty.

- 13.5 Personal Leave. Leaves of absence not to exceed six (6) months may be granted. Such leave may be extended or renewed not to exceed a total leave of twelve (12) months.
- 13.6 Union Business. Employees elected to any Union office or selected by the Union to work which takes them from their employment with the Employer, shall at the written request of the Union, be granted a leave of absence without pay.
- 13.7 Maternity leaves, not to exceed six (6) months, shall be granted at the request of the employee.
- 13.8 Paid Parental Leave. Effective 1/1/25, the County will provide eight (8) weeks of paid parental leave (pro-rated for part-time employees) for the birth, adoption, or foster placement of a child in the employee's home. This 8 weeks of paid parental leave program (pro-rated for part-time employees) will continue until a state parental leave program is in effect, at which point this provision will sunset. Paid parental leave shall be utilized within six (6) months following the birth or adoption of a child (or children). Paid parental leave must be exhausted prior to using unpaid leave.
- 13.9 Either parent adopting a child or the spouse of the person having a child shall be granted a personal leave, not to exceed six (6) months, at the request of the employee. Employees under this provision shall not be eligible for paid sick leave during the period of leave.
- 13.10 Educational leaves of absences may be granted for a maximum of two (2) years.
- 13.11 Employees placed on leave with pay pending an investigation as provided under Rule 26.5 of the Ramsey County Personnel Rules, shall be instructed by the employer regarding the employer's requirements for the employee's availability, and the employee will provide the employer with a means of contacting the employee by phone, or other technology that provides the same day telephone access within two business hours and in person access within one business day during the investigation.
- 13.12 Neither benefits nor salary increases shall be earned by employees while on leave of absence without pay. Employees returning to work after leave without pay will be paid at the same salary step held at the time the leave began.
- 13.13 An employee who is granted a leave of absence without pay for illness or disability shall be accorded an unqualified right to be reinstated to:
- 1) Their former position in their department if the absence is for sixty (60) calendar days or less, or
 - 2) A position in their department in the classification held at the time the leave started, if the absence is longer than sixty (60) calendar days, except in either case when all positions in such class have been abolished.

Article 14 Wages

14.1 Wage Schedule- 2025-2027

1/1/2025 – 12/31/2027

RCSA

- 2025:
 - 3.0% wage increase effective the first full pay period following January 1, 2025.
 - The applicable salary plans shall be revised as part of the countywide classification and compensation modernization initiative as seen in Appendix A.
 - Employees shall progress through the wage schedule per the applicable salary plan in 2025.
- 2026:
 - 3.5% wage increase effective the first full pay period following January 1, 2026.
 - Employees shall progress through the wage schedule per the applicable salary plan in 2026.
 - Effective January 1, 2026, all salary plans containing steps that require four (4) or more years between progression shall reduce the progression by two (2) years not to result in more than two (2) years between steps. No change to steps that require less than four (4) years between progression.
- 2027:
 - 4.5% wage increase effective the first full pay period following January 1, 2027.
 - Employees shall progress through the wage schedule per the applicable salary plan in 2027.

14.2 Deferred Compensation Match. Effective the first full pay period following 1/1/2022 the Employer will provide a matching contribution directly to the employee's deferred compensation plan provider of a maximum of \$35 per month or \$420.00 annual maximum, per contributing employee, provided the employee makes a minimum contribution of \$10.00 per month. This contribution will be prorated based on regular hours worked. In the event an employee contributes to more than one deferred compensation plan provider offered by the county, the employer contribution shall only be made to a single plan and will default to the plan that the employee contributes a greater amount to. In the event the employee contributes equally to the plan providers, the employer contribution will default to the MSRS administered plan.

14.3 Vacation Cash Out. Once in each calendar year, an Employee may convert 100 hours of their accumulated vacation to a cash payout.

14.4 Night Differential. Full- Time employees assigned to shift work receiving pro rata benefits, who work as part of their regular schedule on a shift which includes time between 6 p.m. and 6 a.m., shall be entitled to receive a night differential for the entire shift, provided at least four (4) hours of the shift are worked between the hours of 6 p.m. and 6 a.m. The night differential shall be paid as additional compensation equivalent to 7% (seven percent) of the first step in the salary range established for the classification. This differential will not be paid where such work constitutes overtime under the provisions of the Agreement. Employees working on a continual night shift arrangement shall be paid this differential during all paid leaves. Employees who provide shift coverage for absent subordinate employees who are assigned to shift work are eligible for said differential when providing shift coverage during the eligible times.

14.5 Weekend Differential. Full- Time employees assigned to shift work receiving pro rata benefits, required to work on Saturday or Sunday as part of their regular schedule shall be compensated at the rate of one dollar (\$1.00) per hour for each hour worked. Compensation under this section will be in addition to the

employee's regular salary and will be earned for the entire period worked, provided at least four (4) hours of the period worked fall on the day for which the additional compensation is being paid. These differentials will not be paid where such work constitutes overtime under the provisions of the Agreement. Employees who provide shift coverage for absent subordinate employees who are assigned to shift work are eligible for said differential when providing shift coverage during eligible times.

- 14.6 On-Call Pay. Employees required by the Employer to be available and answer a call and perform work if necessary during certain specified hours outside their work shift are on-call. Employees required to be on-call shall be compensated at the rate of three dollars (\$3.00) per hour. In the event an employee is called to work, the employee is paid their regular rate of pay for all hours worked.
- 14.7 Mileage and Parking- Employees will be reimbursed for work related to mileage and parking as follows:
- 1) Mileage Rates- The mileage rates shall be the maximum allowed by the Internal Revenue service. If the IRS rate should change during the terms of the contract, the contract rate shall change also on the date specified by the IRS.
 - 2) Commuting- Depending on their primary worksite designation, employees will either be provided with free parking by the employer or be provided a monthly parking allowance. Parking allowance eligibility is determined in accordance with the Ramsey County Commuting Policy, Administrative Policy Manual, Chapter 2, Section 5, Policy 6. Parking allowance amounts are based on the employee's flexible workplace designation as determined by the employer and described in the Ramsey County Flexible Workplace Policy, Administrative Policy Manual, Chapter 4, Section 1, Policy 14.
- 14.8 The County shall pay the cost of initial license/certification for current employees or the re-licensure/certification where required by the Employer.

Article 15 Discipline

- 15.1 Discipline shall be only for Just Cause, provided in writing including the reason(s) therefore, effective date, generally in the following order, and in the form of:
- Written reprimand
 - Suspension
 - Demotion
 - Discharge
- 15.2 The Employer shall not administer discipline unless the employee has had an opportunity to have a representative of the union present.
- 15.3 Investigation. Employees may be afforded union representation when the employee is the subject of an investigation; that right shall be offered to employees upon notice of the investigation. If, in the course of an investigation, it is reasonably believed that disciplinary action may be taken against an employee, the

employee will be given an opportunity to have a union representative present before the Employer proceeds to further question the employee regarding the matter.

- 15.4 Written Reprimand. Written Reprimands will become part of an employee's personnel file. The employee will receive a copy of such reprimand.
- 15.5 Limited Retention. Upon agreement between the union and management, a written reprimand will be removed from an employee's personnel file provided that (1) no further disciplinary action has been taken against the employee for same or similar infractions six (6) months to one (1) year as agreed to from the date of written reprimand and (2) the employee submits a request for removal. Such request to remove a document from a personnel file under this section shall not be placed in the file. Materials removed pursuant to this section shall be provided to the employee. Removal of written reprimands shall be subject to the county's retention records and any applicable federal and state laws.
- 15.6 Loudermill. In the event of a reduction, demotion, suspension, or discharge, the employee shall be offered a Loudermill meeting for an opportunity to hear an explanation of the evidence against them, to present their side of the story, and shall be informed of the right to have a representative, which may be a union representative, at such meeting. The employee shall remain in pay status and disciplinary action shall not become effective during that period when the meeting may occur. However, if the employee was not in pay status at the time of the notice of discharge for other reasons, the requirement to be in pay status shall not apply.
- 15.7 Disciplinary Grievance Procedure. An employee receiving discipline may submit the disciplinary action to the grievance procedure beginning at Step 2 pursuant to Article 16 Grievance Procedure, or appeal the disciplinary action through the non-bargaining grievance procedures provided under the Ramsey County Personnel Act and Personnel Rules. An employee may not use more than one of these procedures in appealing a disciplinary action.

Article 16 Grievance

- 16.1 Definition of Grievance - A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. An employee has the right to proceed under non-contractual remedies in the County Personnel Act and Rules and Veterans Preference Act. An employee may not employ both the grievance procedures under this Article and non-contractual remedies for the same grievance.
- 16.2 Organization Representatives - The County will recognize representatives designated by the Union as the representative or steward of the bargaining unit having the duties and responsibilities established by this Article. A list of union representatives or stewards will be provided to Labor Relations in Human Resources at least annually or in the event there are changes in representatives.

16.3 Processing of Grievance - It is recognized and accepted by the Union and the County that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employees' duties and responsibilities. The aggrieved employee's union representative or steward, if an employee, shall be allowed a reasonable amount of time without loss in pay, to investigate a grievance, and present grievances to the County during normal working hours provided the employee and the employee union steward have notified the designated supervisor.

16.4 Grievance Procedure - Grievances shall be processed in the following manner:

Step 1. Informal: The union steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) work days of the employee's knowledge of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the steward within five (5) work days.

Step 2. If the grievance is not settled in Step 1 it shall be referred in writing by the union representative or steward to the department head or designee within ten (10) work days after the designated supervisor's answer in Step 1. The department head or designee shall discuss the grievance within ten (10) work days with the employee and the Union representative or steward. The department head or designee shall give written answer to the Union within (10) work days following their meeting.

Step 3. If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Director of Human Resources or designee within ten (10) work days after the department head or designee's answer in Step 2. A meeting between the Director of Human Resources or designee, the department head or representative, the employee, and the Union shall be held ten (10) work days after the department head or designee's answer in Step 2. At this meeting all pertinent facts shall be presented by the Union and the Employer. The Director of Human Resources or designee shall give the Employer's written answer to the Union within ten (10) work days following this meeting.

Step 4. Arbitration - If the grievance is not settled in Step 3, and the Union wishes to refer the grievance to arbitration, the Union shall inform the Employer of its intent to arbitrate within ten 10 work days after the Union's receipt of the Employer's written answer in Step 3. The Union and the Employer will then select an arbitrator either under the alternate striking provisions of Minnesota Statutes 179A.21, Subdivision 2, or by another method mutually agreeable to the Union and the Employer.

(a) The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the contract. The arbitrator shall consider and decide only the specific issues(s) submitted in writing by the County and the employee and the Union, and shall have no authority to make a decision on any other issue not so submitted.

(b) Mediation. Upon notice to the Employer that the Union is prepared to file for step 4, which must occur ten (10) working days after the employer's decision in Step 3, the parties may jointly file for and participate in mediation prior to step 4.

(c) The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs, by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

(d) The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the County and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

- 16.5 Waiver- If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. The time limit in each step may be extended by mutual written agreement of the County and the employee Union in each step. The term "days" as used in this Article shall mean the days Monday through Friday inclusive, exclusive of holidays.

Article 17 Seniority

- 17.1 Seniority means an employee's length of continuous service by classification and from their date of hire.
- 17.2 Classification Seniority. Classification seniority is defined as the length of continuous service in a specific job classification within the bargaining unit including time in the classification prior to the classification being covered by the bargaining unit. When an employee returns to a previously held classification or exercises bumping rights under Article 18.2, classification seniority in that class shall be reinstated, without the time in a higher or equal level position outside of the bargaining group.
- 17.3 In the event there is a tie in classification seniority it shall be broken in the following manner:
- 1) Continuous time within the bargaining unit.
 - 2) Continuous time within the County.
 - 3) Departmental Seniority
 - 4) Certification List
- 17.4 On March 1st the Employer shall establish departmental and bargaining unit seniority lists showing the continuous service of each employee by classification. There shall be a separate list for intermittent

employees. If there is a grievance relating to seniority or a layoff, additional seniority lists shall be produced. A copy of the seniority lists shall be furnished to the Union when it is posted.

- 17.5 Breaks in Continuous Service. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. An employee's continuous service record shall not be broken because of an approved leave (paid or unpaid) and/or after layoff for the time the employee is on the recall list.
- 17.6 An employee promoted or transferred to a new, equal or higher classification shall have the option of returning to their former classification if such employee fails probation whether their promotion is within the bargaining unit or to another position of employment provided by the Employer. In addition, during the probationary period an employee may return to their former classification upon request with the approval of the departments affected.

Article 18 Work Force

- 18.1 Assignments will be at the discretion of the Employer. In assigning employees, the business needs of the Employer shall be the primary consideration. Employee preference and seniority shall be considered thereafter.
- 18.2 Work Force Reduction. Whenever a department reduces its work force, the appointing officer shall designate by class title, the class of positions to be affected.
- 18.3 Order of Work Force Reduction within a Department. To accomplish a work force reduction, first temporary, then provisional, then intermittent employees, and then probationary employees, in that order, in the designated class in the department must be released before any employee with permanent status in the designated class in the department can be laid off or reassigned to a different department. If additional work force reduction is required, employees with permanent status in the designated class in the department shall be subject to either reassignment or layoff in the inverse order of their class seniority. Employee shall be recalled from layoff on the basis of seniority. An employee on layoff shall have an opportunity to return to work within two (2) years of the time of layoff before any new employee is hired.
- 18.4 Reassignment to another Department/Layoff. The permanent employee in the affected class with the least class seniority in the department shall be reassigned by the Director to a vacant, funded position in the same class in another department. If no vacant, funded position in the class exists in any department, the employee shall be reassigned by the Director to a position occupied by a provisional employee in the same class. If no position occupied by a provisional employee exists, the employee being reassigned shall be assigned to the position occupied by the permanent employee with the least seniority in the class County wide. In this event, the permanent employee with the least class seniority County wide shall be laid off.

- 18.5 Seniority Rights to Previously Held Titles. An employee who has been laid off as a result of the work force reduction process outlined in Sections 18.3 and 18.4 shall be permitted to exercise their seniority rights to any classification previously held as a permanent employee in an equivalent or lower pay range. If the act of an employee exercising their seniority rights results in the layoff of another employee, it shall be in accordance with this Article.

Article 19 Insurance

- 19.1 Employee insurance- The County will provide the following insurance contributions on the 1st of the month following 30 (thirty) days of employment to probationary and permanent employees who elect insurance coverage: (All contributions shown for medical and dental are monthly and based on full-time employment.)

19.2 Medical Insurance:

- a. Single— The total premium for single coverage shall be split 95% County / 5% employee.
- b. Employee plus Spouse— The total premium for employee plus spouse coverage shall be split 82% County / 18% employee.
- c. Employee plus Child(ren)— The total premium for employee plus child(ren) coverage shall be split 82% County / 18% employee.
- d. Family— The total premium for family coverage shall be split 83% County / 17% employee.

For Health Savings Account-eligible plans, the County shall also contribute for those employee participants as follows:

- a. Single—\$60.00 per month toward a health savings account (H.S.A.)
- b. Employee plus Spouse— \$125.00 per month toward a health savings account (H.S.A.)
- c. Employee plus Child(ren)— \$125.00 per month toward a health savings account (H.S.A.)
- d. Family— \$125.00 per month toward a health savings account (H.S.A.)

Employer contributions are prorated for part-time employees.

Dental Insurance:

- a) Single— The total premium for single coverage shall be split 50% County / 50% employee.
- b) Employee plus Spouse— The total premium for employee plus spouse coverage shall be split 50% County / 50% employee.
- c) Employee plus Child(ren)— The total premium for employee plus child(ren) coverage shall be split 50% County / 50% employee.
- d) Family— The total premium for family coverage shall be split 55% County / 45% employee.
 - i. Select Plan: Effective January 1, 2024, the total premium for family coverage shall be split 55% County / 45% employee.
 - ii. Open Plan: Effective January 1, 2024, the total premium for family coverage shall be split 55% County / 45% employee.

Employer contributions are prorated for part-time employees.

- 19.3 The Employer and employee will split the premiums for the Minnesota Paid Family and Medical Leave on a 50/50 basis with the employee share payable through payroll deductions pursuant to Minn. Stat. 268B.14.

Article 20 Health Care Savings Plan (HCSP)

- 20.1 All benefits-eligible employees hired by Ramsey County on or after January 1, 2006, contribute 1% of gross regular salary to a Health Care Savings Plan account. Employees hired between July 1, 1992 and December 31, 2005, had a one-time opportunity to elect to participate in the Health Care Savings Plan in lieu of eligibility to receive an employer contribution to retiree insurance. Those employees who elected the HCSP contribute 1% of their base salary to a Health Care Savings Plan account.
- 20.2 Ramsey County contributes toward the employee's HCSP beginning with the employee's five-year anniversary date with Ramsey County. The employer contribution is:
- \$530.40 per year for employees with 5-9 years of service.
 - \$634.40 per year for employees with 10-14 years of service.
 - \$738.40 per year for employees with 15 or more years of service.
- 20.3 The Employer contribution to the HCSP is paid on a per pay period basis, and is pro-rated based on the number of hours on paid status in a pay period for both full-time and part-time employees

Article 21 General Provisions

- 21.1 Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, age, color, creed, handicap, national origin, parental or marital status, political belief, race, religious belief, sexual or affectional preference, sex, receiving public assistance or social services, or because of a previous emotional or mental disturbance. Sexual harassment shall be considered discrimination under this Article.
- 21.2 All in-service training shall be at the expense of the Employer.
- 21.3 (1) During the term of this Agreement, the Employer shall not contract out or subcontract any public work performed by employees covered by this Agreement which would result in a lay off.
- (2) In the event the Employer feels it is necessary to contract out or subcontract any public work performed by employees covered by this Agreement, the Employer will notify the Union no less than ninety (90) calendar days in advance. During the ninety (90) days, the Employer will meet with the Union and discuss possible ways and means to minimize the elimination of positions.

- 21.4 Education/Tuition Allowance: Any employee who, in order to improve their work performance, takes courses which have a direct relationship to their current or future work or a position they can reasonably hope to advance to, may, upon submission of evidence of successful completion of such courses, be refunded the amount of the tuition. An employee desiring to take advantage of this training program must have the course work approved previous to enrollment by their department head. Factors upon which an employee's eligibility depends include the relevance of the course work to the employee's position; the status of the educational institution and availability of funds, pursuant to the County's Tuition Reimbursement guidelines. Tuition payments shall be limited to \$4,000 annually for any one employee. Employees otherwise eligible for a refund shall not submit claims for tuition reimbursement when such tuition has been or shall be paid by a federal plan of "benefits for veterans and service personnel" or by other sources.
- 21.5 By mutual agreement, union and management may establish a meet and confer process or LMCs. The purpose of the meet and confer process is to provide transparency and to strengthen work relationships between labor and management. Participants will provide perspective, expertise and assist with working environment and related practices. Meet and confer participants (excluding stewards) shall consist of and be limited to, individuals from that specified work site(s)/department. Meet and confer representatives from both union and management may consist of up to three employees from the specific work sites(s)/department, in addition to the local steward, unless otherwise mutually agreed upon. The participants selected by both labor and management will make efforts to place priorities upon quality public service.

Article 22 Complete Agreement

- 22.1 This Agreement shall represent the complete Agreement between the Union and the County.
- 22.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 22.3 Savings Clause. Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated article, section or portion thereof.

Article 23 Term of Agreement

23.1 This Agreement shall be effective as of the first day of January, 2025, and shall remain in full force and effect until the last day of December, 2027. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by September 1 that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations or until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

This Agreement was approved by the Ramsey County Board of Commissioners on [Date], Board Resolution [Board Resolution Number], and signed by the parties as dated below:

WITNESSES:

RAMSEY COUNTY

Chair, Ramsey County Board of Commissioners

Ramsey County Manager

Approved as to form by:

RAMSEY COUNTY SUPERVISOR ASSOCIATION

Assistant County Attorney

Date: _____

By: _____

MEMORANDUM OF AGREEMENT

PHASED RETIREMENT OPTION

Ramsey County and RCSA ("the Union") agree to the following with respect to the Phased Retirement Option Program (PRO):

1. All RCSA represented employees will be eligible to participate in the PRO Program offered by Ramsey County, as outlined in County Board Resolution 2010-035 (copy attached)
2. RCSA represented employees shall not be released from employment anytime during the first six (6) calendar months of the initial PRO period.

IN WITNESS WHEREOF, The undersigned have caused Memorandum of Agreement to be executed this _____ day of _____, 20__.

FOR THE COUNTY OF RAMSEY

FOR RCSA

Resolution
Board of
Ramsey County Commissioners

Presented By: Commissioner Ballman Date: January 19, 2010 No. 2010-055

Attention: Budgeting and Accounting
Gail Blackstone, Human Resources
Joan Gramling, Human Resources

Page 1 of 2

WHEREAS, Ramsey County is supportive of employees preparing themselves for retirement; and

WHEREAS, Ramsey County participates in several PERA program offerings; and

WHEREAS, In the 2009 Omnibus Pension Bill, the Minnesota Legislature authorized a Phased Retirement Option (PRO) through the Public Employees Retirement Association (PERA) which allows PERA Coordinated and Basic members age 62 and over the option to begin receiving a PERA pension without formally resigning employment if they meet the requirements of the PRO; and

WHEREAS, Each covered employer has sole discretion on offering the PRO; and

WHEREAS, There are advantages of participating in the PRO plan for both the County organization and employees; and

WHEREAS, In addition to the requirement of reducing work hours, the following terms and conditions will also apply to Ramsey County PRO agreements for unrepresented employees:


a) Benefits

Employees covered by a PRO Agreement with Ramsey County are: a) not subject to the provisions of the Benefits Policies; b) not eligible to participate in County employee insurance programs or Health Care Savings Plan (HCS²); and, c) not eligible for the County contribution to deferred compensation.

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Tony Bennett	X		
Don Carter	X		
Jim McDonough	X		
Rafael Ortega	X		
Don Parker	X		
Janice Robinson	X		
Victoria Reinhardt	X		

Victoria Reinhardt, Chair

By: 
Donnie C. Jackson
Chief Clerk - County Board

Resolution

Board of

Ramsey County Commissioners

Presented By: Commissioner Pettman Date: January 19, 2010 No. 2010-035

Attention: Budgeting and Accounting
Gail Blackstone, Human Resources
Jean Gramling, Human Resources

Page 2 of 2

b) Wages

Employees will receive wages in accordance with Ramsey County Personnel Rules.

c) Position Complements

Employees in PRO positions will be treated similar to temporary employees and consequently will not be counted against the department's personnel complement. However, departments that utilize the PRO must remain within their authorized personnel budget.

d) Personnel Rules

Ramsey County Personnel Rules will apply to employees entering into a PRO agreement.

Now, Therefore, Be It

RESOLVED, The Ramsey County Board of Commissioners authorizes the Ramsey County Human Resources Director, or their designee, to enter into PRO agreements as appropriate and in accordance with PERA requirements, with County employees for the duration authorized by the Minnesota Legislature; and be it further


RESOLVED, That the Ramsey County benefit policies will be amended to indicate that employees covered by a PRO Agreement with Ramsey County are: a) not subject to the provisions of the Benefits Policies; b) not eligible to participate in County employee insurance programs or Health Care Savings Plan (HCSP); and, c) not eligible for the County contribution to deferred compensation, and Be It Further

RESOLVED, The Human Resources Department is authorized to enter into a Memorandum of Agreement for PRO Agreements with individual bargaining units, as outlined for unrepresented employees.

Ramsey County Board of Commissioners

	YEA	NAY	OTHER
Tony Bernier	X		
Terri Carter	X		
Jim McDermough	X		
Isaiah Ortega	X		
Jan Parker	X		
Janice Pettman	X		
Victoria Reinhardt	X		

Victoria Reinhardt, Chair

By: 
Darrell C. Jackelen
Chief Clerk - County Board

Appendix A
2025 Salary Plan

Sal Plan	Grade	1	2	3	4	5	6	7	8	9	10	11
144	27	28.639264	30.071228	31.503191	32.935154	34.367117	35.799080	37.231044	38.663007	40.094970	41.526933	42.958896
144	31	30.976228	32.525040	34.073851	35.622663	37.171474	38.720285	40.269097	41.817908	43.366720	44.915531	46.464342
144	37	34.844044	36.586246	38.328448	40.070651	41.812853	43.555055	45.297257	47.039459	48.781662	50.523864	52.266066
144	39	36.237806	38.049696	39.861586	41.673477	43.485367	45.297257	47.109148	48.921038	50.732928	52.544818	54.356709
144	41	37.687318	39.571684	41.456050	43.340416	45.224782	47.109148	48.993513	50.877879	52.762245	54.646611	56.530977
144	43	39.194811	41.154551	43.114292	45.074032	47.033773	48.993513	50.953254	52.912995	54.872735	56.832476	58.792216
144	45	40.762603	42.800733	44.838864	46.876994	48.915124	50.953254	52.991384	55.029514	57.067644	59.105775	61.143905
144	47	42.393107	44.512763	46.632418	48.752073	50.871729	52.991384	55.111040	57.230695	59.350350	61.470006	63.589661

Previous Job Code	Previous Job Title	Previous Sal Plan	Previous Grade	New Job Code	New Job Title	New Sal Plan	New Grade
0598	Management & Analysis Supv	44	33	0598	Management & Analysis Supv	144	43
0148	Mental Health Supervisor	44	40	0148	Mental Health Supervisor	144	43
0511	Nurse Supervisor	44	27	0511	Nurse Supervisor	144	39
0005	Office Manager 2	44	14	1030	Office Manager	144	27
0293	Public Health Nurse Clinician	44	39	0293	Public Health Nurse Clinician	144	41
0046	Social Worker 4	44	35	1052	Social Worker Principal	144	43
	Financial Assistance						
0203	Supervisor	44	19	TBD	Eligibility Specialist Supervisors	144	37

	Community Corrections		
0335	Supervisor	44	37
	Research & Evaluation Supv		
0441		44	44
0909	Nurse Supervisor - CH	44	47
	Public Health Program		
0790	Supervisor	44	31

	Community Corrections		
0335	Supervisor	144	45
	Research & Evaluation		
0441	Supervisors	144	45
0909	Nurse Supervisor - CH	144	47
	Public Health Program		
0790	Supervisor	144	41