



# Board of Commissioners

## Agenda

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

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April 16, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

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### ROLL CALL

### PLEDGE OF ALLEGIANCE

### LAND ACKNOWLEDGEMENT

1. **Agenda of April 16, 2024 is Presented for Approval** [2023-660](#)

Sponsors: County Manager's Office

Approve the agenda of April 16, 2024.

2. **Minutes from April 9, 2024 are Presented for Approval** [2023-681](#)

Sponsors: County Manager's Office

Approve the April 9, 2024 Minutes.

### PROCLAMATION

3. **Proclamation: National Public Safety Telecommunicators Week April 14-20** [2024-083](#)

Sponsors: Safety and Justice

### PRESENTATION OF AWARD

4. **Appropriate Response Initiative Award Recipient of the National Association of Social Workers Minnesota Chapter - Paul & Sheila Wellstone Award for Social Justice** [2024-104](#)

Sponsors: Safety and Justice, Health and Wellness

None. For information and discussion only.

### ADMINISTRATIVE ITEMS

5. **Amendment to Agreement with Lancer Food and Beverage, LLC for the Management and Operations of the Keller Golf Course Clubhouse** [2024-120](#)

Sponsors: Parks & Recreation

1. Approve the amendment to agreement with Blue Bell Enterprises, LLC and Lancer Food and Beverage, LLC 101 N Tyron Street Suite 525, Charlotte, NC 282202 for operation

and management of the Keller Golf Course clubhouse and on-course beverage service through January 31, 2025.

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

**6. Adoption of the Climate Equity Action Plan**

[2024-107](#)

Sponsors: County Manager's Office

Adopt the Climate Equity Action Plan.

**7. Agreement with Regions Hospital for Bedside Violence Intervention**

[2024-094](#)

Sponsors: County Manager's Office

1. Approve an agreement with Regions Hospital (640 Jackson St, Saint Paul, MN 55101) for bedside violence intervention for the period upon execution through April 1, 2025.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to agreements in a form approved by the County Attorney's Office.

**ORDINANCE PROCEDURES**

**8. Adoption of the Ordinance to Accept the Land Donation of 0 Mystic Street, Saint Paul to Ramsey County and to Convey the Donated Land as Parkland**

[2024-119](#)

Sponsors: Parks & Recreation

Adopt the proposed ordinance to accept land donation of 0 Mystic Street, Saint Paul to Ramsey County and to convey the donated land as parkland.

**LEGISLATIVE UPDATE**

**COUNTY CONNECTIONS**

**OUTSIDE BOARD AND COMMITTEE REPORTS**

**BOARD CHAIR UPDATE**

**ADJOURNMENT**

Following County Board Meeting:

10:30 a.m. (est.): Board Workshop: Property Assessments and Equity Impacts - Courthouse Room 220

Public access via Zoom webinar: <http://tinyurl.com/2024AMBWS>

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

12:30 p.m.: Tour of Emergency Communications Center  
388 13th St. E., Saint Paul, MN 55101

1:30 p.m.: Media Event: Climate Equity Action Plan

90 Plato Blvd. W., Saint Paul, MN 55107

Advance Notice:

April 23, 2024	County board meeting – Council Chambers
April 30, 2024	No county board meeting – 5th Tuesday
May 7, 2024	County board meeting – Council Chambers
May 14, 2024	County board meeting – Council Chambers



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2023-660

**Meeting Date:** 4/16/2024

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**Sponsor:** County Manager's Office

**Title**

Agenda of April 16, 2024 is Presented for Approval

**Recommendation**

Approve the agenda of April 16, 2024.



# Board of Commissioners

## Request for Board Action

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**Item Number:** 2023-681

**Meeting Date:** 4/16/2024

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**Sponsor:** County Manager's Office

**Title**

Minutes from April 9, 2024 are Presented for Approval

**Recommendation**

Approve the April 9, 2024 Minutes.

**Attachments**

1. April 9, 2024 Minutes.

# Board of Commissioners Minutes

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**April 9, 2024 - 9 a.m.**

**Council Chambers - Courthouse Room 300**

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The Ramsey County Board of Commissioners met in regular session at 9:01 a.m. with the following members present: McGuire, Moran, Ortega, Reinhardt, Xiong and Chair Martinson. Also present were Johanna Berg, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

## **ROLL CALL**

Commissioner Xiong arrived late and missed Roll Call. Commissioner Xiong arrived at 9:04 a.m. was present for the remainder of the meeting.

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

Absent: Frethem

## **PLEDGE OF ALLEGIANCE**

## **LAND ACKNOWLEDGEMENT**

Presented by Commissioner Ortega discussion can be found on archived video.

1. Agenda of April 9, 2024 is Presented for Approval [2023-659](#)

Sponsors: County Manager's Office

Approve the agenda of April 9, 2024.

Motion by McGuire, seconded by Ortega. Motion passed.

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

Absent: Frethem

2. Minutes from April 2, 2024 are Presented for Approval [2023-680](#)

Sponsors: County Manager's Office

Approve the April 2, 2024 Minutes.

Motion by Ortega, seconded by Reinhardt. Motion passed.

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

Absent: Frethem

## **PROCLAMATION**

3. Proclamation: Ramsey County Transgender Day of Visibility [2024-087](#)

Sponsors: Human Resources

Presented by Commissioner Ortega.

4. Proclamation: National County Government Month Proclamation [2024-114](#)
- Sponsors: County Manager's Office
- Presented by Commissioner Reinhardt.

## ORDINANCE PROCEDURES

5. Proposed Ordinance to Accept Land Donation of 0 Mystic Street, Saint Paul to Ramsey County and to Convey the Donated Land as Parkland - Waive the Second Reading and Hold Public Hearing [2024-118](#)

Sponsors: Parks & Recreation

1. Waive the Second Reading of the proposed Ordinance to Accept Land Donation of 0 Mystic Street, Saint Paul to Ramsey County and to Convey the Donated Land as Parkland.
2. Hold the Public Hearing for the proposed Ordinance to Accept Land Donation of 0 Mystic Street, Saint Paul to Ramsey County and to Convey the Donated Land as Parkland.

Chair Martinson opened the public hearing at 9:22 a.m. There were no speakers present to provide public testimonies. The chair called three times for public comments. Hearing none, the chair closed the public hearing at 9:24 a.m.

Motion by Reinhardt, seconded by Xiong. Motion passed.

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

Absent: Frethem

Resolution: [B2024-060](#)

## ADMINISTRATIVE ITEMS

6. Amendment to Single Source Agreement with Systems Technology Group, Inc. for Claim and Time Repository System Maintenance and Support Services [2024-116](#)

Sponsors: Health and Wellness Administration

1. Approve amendment to the single source agreement with Systems Technology Group, Inc., 3001 West Big Beaver Road, Suite 500, Troy, MI 48084 for claim and time repository system maintenance and support services for the period upon execution through April 15, 2026 in the amount of \$1,428,000.
2. Authorize the Chair and the Chief Clerk to execute the amendment.

Motion by Ortega, seconded by Reinhardt. Motion passed.

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

Absent: Frethem

Resolution: [B2024-061](#)

7. Grant Award from the Minnesota Department of Human Services for Transition to Community Initiative [2024-108](#)

Sponsors: Social Services

1. Ratify the submittal of the grant application to the Minnesota Department of Human Services for the Transition to Community Initiative in the amount of \$60,000 for the period July 1, 2022, through June 30, 2024.
2. Approve an amendment to the agreement with the Minnesota Department of Human

Services for the Transition to Community Initiative to extend the term of the agreement for the period of July 1, 2024, through June 20, 2025, and receive additional funding of \$67,500 for a total award of \$127,500.

3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to approve amendments to the agreement and accept subsequent awards from the Minnesota Department of Human Services for the Transition to Community Initiative.

Motion by Ortega, seconded by Reinhardt. Motion passed.

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

Absent: Frethem

Resolution: B2024-062

**8. Single Source Agreement with National Medical Services Labs for Toxicology Services** [2024-066](#)

Sponsors: Medical Examiner

1. Approve the single source agreement with National Medical Services Labs, 200 Welsh Road, Horsham, PA 19044 for toxicology testing for the period of upon execution through March 31, 2026, with an option for a two-year renewal, in the amount in accordance with the rates established in the agreement.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

Motion by Ortega, seconded by Reinhardt. Motion passed.

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

Absent: Frethem

Resolution: B2024-063

## **LEGISLATIVE UPDATE**

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

## **COUNTY CONNECTIONS**

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

## **OUTSIDE BOARD AND COMMITTEE REPORTS**

Discussion can be found on archived video.

## **BOARD CHAIR UPDATE**

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

## **ADJOURNMENT**

Chair Martinson declared the meeting adjourned at 10:00 a.m.



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2024-083

**Meeting Date:** 4/16/2024

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**Sponsor:** Safety and Justice

**Title**

Proclamation: National Public Safety Telecommunicators Week April 14-20

**Attachments**

1. Proclamation

# Proclamation

WHEREAS, The Ramsey County Emergency Communications Center provides public safety dispatching services for all police and fire departments within Ramsey County; and

WHEREAS, The Ramsey County Emergency Communications Center is intricately involved with initiatives to secure and dispatch other responders and resources as appropriate for the communities we serve, often pioneering this work; and

WHEREAS, The Ramsey County Emergency Communications Center usage of advanced 9-1-1, Text to 9-1-1, and radio technology ensures the prompt response of police officers, firefighters, and medical services within Ramsey County; and

WHEREAS, The highly trained Ramsey County Emergency Communications Center Telecommunicators process over a million calls each year with integrity, compassion, and professionalism; and

WHEREAS, The safety of peace officers, firefighters, and emergency medical responders depends upon the quality and accuracy of information obtained by personnel from citizens who are often under extreme stress; and

WHEREAS, Telecommunicators are the single vital link for all responders by monitoring their activities, providing them with up to date information and ensuring their safety; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares April 14-20, 2024 as Public Safety Telecommunicators Week in Ramsey County; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners commends the 24 hours a day, 365 days of the year life-saving work and devotion of the employees at the Ramsey County Emergency Communications Center who work to keep Ramsey County and residents safe.



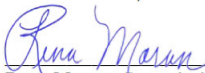
Trista Martinson, Board Chair, District 3



Nicole Frethem, Commissioner, District 1



Mary Jo McGuire, Commissioner, District 2



Rena Moran, Commissioner, District 4



Rafael Ortega, Commissioner, District 5



Mai Chong Xiong, Commissioner, District 6



Victoria Reinhardt, Commissioner, District 7



Johanna Berg, County Manager

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2024-104

**Meeting Date:** 4/16/2024

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**Sponsor:** Safety and Justice

**Title**

Appropriate Response Initiative Award Recipient of the National Association of Social Workers Minnesota Chapter - Paul & Sheila Wellstone Award for Social Justice

**Recommendation**

None. For information and discussion only.

**Background and Rationale**

The entire Appropriate Response Initiative team has been selected as the recipient of the National Association of Social Workers Minnesota Chapter prestigious Paul & Sheila Wellstone Award for Social Justice! This award is a testament to the teams' tireless dedication and innovative efforts to create a 9-1-1 system with more robust options to meet the diverse needs of the Ramsey County community. Appropriate Response Initiative intentional focus on serving the needs of Black and American Indian communities exemplifies their commitment to equity and social justice. Their work has undoubtedly made a significant impact on the lives of those you serve, and it is truly commendable.

This team consists of Ramsey County employees and community members who share in the decision making for all aspects of ARI. This group of over 40 people works tirelessly to advance this work to create a 9-1-1 system with more robust options to meet the diverse needs of the Ramsey County community. Transforming a system like this one is not easy, and although there are challenges along the way this team continues to show up, work through challenges, and dismantle barriers standing in the way of centering community and wellness in the justice system. With an intentional focus on Black and American Indian communities this team is leading the way for how local governments can center racial equity, and share power with community.

Launched in 2022, the Appropriate Response Initiative is intended to enhance 911 responses across Ramsey County by focusing on resident well-being and community. Key successes have been creating new roles for social workers embedded in the 9-1-1 call center, adding additional staff to the mental health crisis team and changing procedures to divert mental health calls to the appropriate resources.

The Appropriate Response Initiative goes beyond mental health response and aims to meet the needs of 9-1-1 calls in a variety of circumstances. This includes the newly developed and launched Public Health Response that is responding to calls related to substance use to assist in referring people to resources using a harm reduction model. Public Health Response is currently active in several Ramsey County cities. Later in 2024 we will see the launch of community response that will have trained community members responding to 9-1-1 calls.

**Attachments**

None.

# Board of Commissioners

## Request for Board Action

**Item Number:** 2024-120

**Meeting Date:** 4/16/2024

**Sponsor:** Parks & Recreation

### Title

Amendment to Agreement with Lancer Food and Beverage, LLC for the Management and Operations of the Keller Golf Course Clubhouse

### Recommendation

1. Approve the amendment to agreement with Blue Bell Enterprises, LLC and Lancer Food and Beverage, LLC 101 N Tyron Street Suite 525, Charlotte, NC 282202 for operation and management of the Keller Golf Course clubhouse and on-course beverage service through January 31, 2025.
2. Authorize the Chair and Chief Clerk to execute the agreement.

### Background and Rationale

In 2013, the Ramsey County Board of Commissioners approved an agreement with Lancer Hospitality Inc. to manage and operate the Keller Golf Course clubhouse. The agreement was for 10 years. In 2021, the County Manager approved a name assignment for Blue Bell Enterprises, LLC and Lancer Food and Beverage, LLC to continue management. The amendment to the contract will allow time to develop a new Request for Proposals (RFP) for these services. The amendment is for operation through January 31, 2025.

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

☒ Well-being ☐ Prosperity ☒ Opportunity ☒ Accountability

### Racial Equity Impact

The Keller Golf Course Clubhouse has a restaurant and event space that is open to the public. Use of these spaces has also been extended to the county for internal and community meetings. This Request for Board Action will give the time needed to develop a new RFP. This will ensure that the county's priority of supporting an economically competitive environment is met through the RFP process. A process that encourages entrepreneurs, BIPOC and women-owned small businesses to participate.

### Community Participation Level and Impact

This is informative until a new RFP is issued.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

### Fiscal Impact

This is a no change from the original contract. The operator is obligated to pay Ramsey County 12% of the net sales (gross sales, less sales tax); pay 50% of the cost of clubhouse utilities (gas, electric, sewer, and water); and 100% of the cost of telephone, internet, and cable television.

### Last Previous Action

On August 20, 2013, the Ramsey County Board approved Lancer Food and Beverage, LLC to manage and operate the Keller Golf Course clubhouse including the restaurant, on-course beverage service, and events (Resolution 2013-229).



**Attachments**

1. 2013 Management and Operations Agreement
2. 2021 Assignment and Assumption Agreement
3. Proposed Amendment

## **AGREEMENT BETWEEN RAMSEY COUNTY AND LANCER HOSPITALITY FOR MANAGEMENT AND OPERATION OF KELLER GOLF COURSE CLUBHOUSE**

This is an agreement between Ramsey County, Minnesota, a political subdivision of the State of Minnesota on behalf of the Ramsey County Parks and Recreation Department, 2015 North Van Dyke Street, Maplewood, MN 55109 ("County") and Blue Bell Enterprises, LLC, 1415 Mendota Heights Rd., Mendota Heights, MN 55120 ("Manager").

WHEREAS, In October 2012 the County began a major construction project at Keller Golf Course located at 2166 Maplewood Drive in St. Paul that included construction of a new Keller Golf Course Clubhouse and major renovation of the golf course, with a scheduled reopening of the facility on November 1, 2013 ("Project"); and

WHEREAS, Following the issuance of a Request for Proposals ("RFP") for management and operation of the Keller Golf Course Clubhouse and related concession services, the Ramsey County Board of Commissioners approved an Agreement with the Manager for an initial term through September 30, 2012, and authorized the County to negotiate a long-term contract with the Manager in anticipation of opening a new Clubhouse in 2013; and

WHEREAS, A long-term Agreement has been negotiated based on the Manager's proposal and the opportunities created by the development of the new Clubhouse; Now, Therefore

The County and the Manager enter into this Agreement under the following terms and conditions:

### **I. Term of Agreement**

The term of this Agreement shall be from the date of final execution of this Agreement through December 31, 2023 ("Term").

### **II. General Duties of Manager**

#### **A. Operation of Food and Beverage Services**

1. The County hereby grants to Manager the exclusive right to provide the following services (the "Services") at the Clubhouse as described in the Keller Clubhouse floor plan which is attached hereto as **Attachment A** and adjoining golf course (collectively the "Services Property"), and the Manager covenants and agrees to exercise the full Services rights granted herein and will provide such Services at all times at the Services Property during the term of this Agreement and any extension thereto, subject to the terms and conditions of this Agreement.

- a. The Manager shall have the exclusive right and obligation to provide food and beverage at all retail outlets and vending machines located on or within the Services Property. The parties

shall mutually agree on the quantity of, and locations for, portable carts, fixed kiosks, vending machines and/or any other permanent or temporary points of sale.

- b. The Manager shall have the exclusive right and obligation to provide Catering Services (as defined herein) at the new Clubhouse, including Alcoholic Beverage Services (as defined herein). "Catering Services" for purposes of this Agreement shall mean all sales and services for food and beverage provided to a use for a specific catered event at the Clubhouse, and may include Alcoholic Beverage Services and the provision of food, beverages, flowers, equipment, linens, personnel, and similar items and services. "Alcoholic Beverage Services" shall mean the sale and serving of alcoholic beverages at the Services Property in connection with the Services.
2. provide ongoing management and administrative services as are usual and customary for the efficient operation of the Services, all as more specifically set forth in this Agreement.
3. market and promote the Clubhouse for private parties, wedding receptions, business luncheons and banquets, as specifically set forth in this Agreement. The Manager and the County shall coordinate all other marketing efforts as appropriate.
4. operate and manage the Clubhouse in a manner equal to the standard of Services for other public golf courses in the Minneapolis/St. Paul metropolitan area offering similar menus and services. The Manager shall operate the kitchen, restaurant, banquet, meeting rooms, bar/patio and other portions of the Clubhouse in such a manner as to make the Clubhouse serviceable and attractive to patrons and the public generally. The Clubhouse will be made available by the Manager for private parties, wedding receptions, business luncheons and banquets, consistent with the terms and conditions of this Agreement.
5. in a manner equal to the standard of Services for other public golf courses in the Minneapolis/St. Paul metropolitan area offering similar menus and services, provide sufficient labor, supervision, supplies and inventory and shall exercise such modern business practices as to ensure the proper and efficient operation of the Clubhouse. The Manager shall not hinder or interfere with the general operation of Keller Golf Course, nor with the public's use or enjoyment thereof in the operation and conduct of its business and activities under this Agreement. The

Manager and County shall agree upon areas for the storage of the Manager's supplies and inventory, which shall be provided at no cost to the Manager and shall constitute the sole storage of such storage space available to the Manager; provided, however, that County shall also provide indoor storage, maintenance and repair space for food/beverage carts owned by the Manager at no cost to the Manager.

6. work in collaboration with the County and its Golf Professional(s) in the operation of the Clubhouse during special events and tournaments taking place at the Keller Golf Course. The Golf Professional(s) will provide the Manager a list of events/tournaments; will refer tournament organizers to the Manager to assist with planning and coordination of the tournament; and will give the Manager full access to tee sheets and shall cooperate with and provide all other information reasonably necessary to the Manager to allow the Manager to effectively plan for and provide appropriate staffing to meet customer expectations.
7. from May 1 through September 30 (the "Golf Season") keep the Clubhouse open for business from 6:30 am to 9:30 pm except when the golf course is closed to public use. During times other than the Golf Season ("Shoulder Season"), the hours of operation and the services offered at the Clubhouse will be determined in good faith by the Manager. Notwithstanding the foregoing, when the public is reasonably unable to play golf on the golf course (e.g., darkness, cold or inclement weather), the County and the Manager may alter the hours of operation of the Clubhouse. The Clubhouse may be opened earlier and remain open later at any time throughout the calendar year to accommodate scheduled events, but only within the legally allowed time limits.
8. at its expense, procure and maintain all licenses and permits reasonably required for the operation of the Clubhouse in accordance with this Agreement. Upon request, the County shall execute such documents and instruments and take such action as may be reasonably required to assist the Manager in obtaining such licenses and permits. In operating the Clubhouse, the Manager shall comply with all applicable federal, state and local laws, rules and regulations, including, without limitation, all health codes and standards. The Manager shall have food safe serve certifications.
9. at its sole cost and expense, obtain an on-sale liquor license for the Clubhouse and mobile concessions cart and be responsible for maintaining the license during the term of this Agreement. In the event that the Manager is denied or loses a liquor license, and is unable to

subcontract with a qualified vendor that holds a liquor license that can meet the Manager's contractual obligations under this Agreement, the County may immediately terminate this agreement for cause.

10. not erect, install or maintain any signs, advertising media, product logo displays or other signs upon the Clubhouse facility or in the vicinity thereof without obtaining the advanced written consent of the County, which shall not be unreasonably withheld or delayed. Any expense for signage which is approved by the Director of Parks and Recreation shall be paid for by the Manager. Notwithstanding the foregoing, the Manager shall be permitted to display product identification and promotional signage at points-of-sale, as approved by the Director of Parks and Recreation.
11. not make alterations to the Clubhouse without the prior written approval of the County.
12. at its sole cost and expense, be responsible for booking and servicing private parties, wedding receptions, business luncheons and banquets at the Clubhouse, provided, the Manager shall cooperate with the County in scheduling such events to avoid conflicts with special events and tournaments scheduled at Keller Golf Course. The Manager agrees to permit use by the County of such banquet and meeting rooms at the Clubhouse to the extent such facilities are not reserved for revenue-generating events, such as wedding receptions and private parties, and further provided that the County's use is no more than 45 days from the date of notice. Any County use of the Clubhouse shall be at no charge, and shall be approved by the Director. The County shall be liable for any and all food, beverage, cleaning and staffing costs associated to or arising out of such use.
13. not sell or make available clothing or other similar merchandise or promotional items at the Clubhouse, except as it specifically relates to the Services, without the prior written consent of the Director of Parks and Recreation, which shall not be unreasonably withheld. The Manager understands and agrees that it shall not sell or make available such merchandise that directly competes with the merchandise sold by the golf course pro shop.
14. disclose in each Monthly Report any agreements and/or transactions with vendors or suppliers involving barter arrangement in which goods or services are exchanged for other goods and services ("trade-outs") or other similar transactions in connection with the Clubhouse operations.

The Manager shall not permit or cause any such trade-outs involving the use of the golf course without the express consent of County.

15. provide the Services in accordance with the provisions of the General Terms and Conditions, attached hereto and made a part of this Agreement as **Attachment B**.

**B. Clubhouse Staffing**

1. The Manager shall be solely responsible for the recruitment, training, employment, performance, review and compensation of adequate personnel to meet the staffing needs for the operation of the Clubhouse.
2. All persons performing the Services shall be the sole and exclusive employees and/or agents of the Manager and shall be paid by the Manager. In connection with the employment of Clubhouse employees during the Term, the Manager shall accept full and exclusive liability for all applicable social security, unemployment, workers' compensation or other employment taxes or contributions of insurance, and all employee benefits, and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social security, unemployment insurance, and workers' compensation. The Manager shall pay prevailing wages in accordance with the provisions of **Attachment B** and state statute. The Manager shall provide the County, upon reasonable request, certified payroll records to ensure compliance with the above-identified federal and state requirements and the County's prevailing wage requirement.
3. The Manager shall not discriminate against any Clubhouse staff or applicants for staffing positions in violation of Chapter 363 of the Minnesota statutes, or any other applicable state, federal or local law, regulation or ordinance. The Manager shall be an equal opportunity employer and shall comply with all applicable provisions of federal and state law regarding equal employment opportunity.
4. The Manager is responsible to ensure employee dress code and appearance clean and presentable. All employees at the Clubhouse shall conduct themselves courteously in their relations with the public.
5. The Manager shall comply with the provisions of the Federal Immigration Reform and Control Act of 1986, or any amendments thereto or successor legislation thereof.

6. The Manager shall notify the County in writing of the name of the Clubhouse General Manager. The Manager shall notify the County in writing in advance if possible of any change in the Clubhouse General Manager position and shall provide the County the name and resume of the person proposed to fill the position. The Manager shall consider all County comments regarding substitute personnel.
7. All Clubhouse employees and all other persons providing services related to the operation of the Clubhouse under the terms of this Agreement, including persons engaged in the delivery of supplies and merchandise to the Clubhouse, shall be provided such ingress and egress to the Clubhouse as deemed necessary and appropriate by the Manager without prior consultation with the County.

**C. Recordkeeping**

1. Maintenance of the books and records reflecting the Clubhouse's operations shall be prepared by and be the sole responsibility of the Manager. Such books and records shall be prepared on an accrual basis and shall be in accordance with generally accepted accounting principles as uniformly applied and modified for the operation of facilities such as the Clubhouse. Such books and records shall be made available to the County for inspection and copying during the normal hours of business of the Manager upon reasonable notice.
2. The books and records of the Clubhouse shall be kept by the Manager on the basis of a fiscal year ending December 31st. Upon request by the County at any time throughout the term of this Agreement, the Manager shall permit the County to inspect and copy the financial records for the Clubhouse operations.
3. On or before the twentieth (20th) day of each month, the Manager shall deliver to the Director of the County Parks and Recreation Department in accordance with the notice provisions of this Agreement, an operating statement setting forth the results of Clubhouse operations for the preceding calendar month and the fiscal year-to-date with a comparison to the same year-to-date performance for the prior Contract Year (the "Monthly Report"). The Monthly Report shall clearly set forth the gross sales from Clubhouse operations, and taxes, commissions and other costs/expenses deducted from the gross sales to establish Net Sales for purposes of Section III.A. below, for the reporting month and fiscal year-to-date. The Monthly Report shall be in a form mutually agreed upon by the parties.

4. The County shall have the right to, at its expense, audit and inspect the Manager's books and records related to the sales, operations, inventory and employees and/or agents of the Clubhouse, provided that such audit or inspection shall not unreasonably interfere with the Manager's operations at the Clubhouse.
5. The Manager shall retain for six (6) years after the expiration or earlier termination of this Agreement all reports, books and records relating to the operation of the Clubhouse for such Contract Year and shall retain a duplicate copy thereof at a secure off-site location. The Manager shall inform the County of the location of such records and the County reserves the right to examine and copy such reports, books and records at any time upon reasonable notice.

### **III. Compensation to the County**

#### **A. Percentage of Net Sales**

1. The Manager shall compensate the County an amount equal to twelve percent (12%) of the Manager's monthly Net Sales. Net Sales shall be defined as the dollar aggregate of the gross sales amount collected for the Services, less applicable sales taxes and:
  - a. All taxes imposed upon the receipts that are payable by the Manager to the taxing authority;
  - b. Gratuities, service charges if any, received in conjunction with the Manager's provision of the services;
  - c. Refunds to customers; and
  - d. Uncollected amounts for Catering Services.
2. Net Sales shall be calculated whether paid in the form of cash, check, or debit or credit card.

#### **B. Payment**

The compensation shall be payable to the County on the 20<sup>th</sup> day of the month following the month for which compensation is being paid. Monthly payments shall be accompanied by the unaudited statement of gross receipts as described in paragraph III. A. of this Agreement.



#### **IV. Furnishings and Equipment**

##### **A. Provision by the County**

The County will provide:

1. kitchen equipment as illustrated on the Kitchen Floor Plan and Equipment Specifications, attached hereto and made a part of this Agreement as **Attachment C**, provided, however, that the total cost of the kitchen equipment purchases shall not exceed \$285,000 (the "Kitchen Allocation"). In the event that the actual bids for Kitchen Equipment exceed this amount, the County will consult with the Manager to reduce or modify the equipment schedule in order to stay within the budget appropriation.
2. all furniture for the main level entry lobby, and grill room consistent with the design plan illustrated on **Attachment A**.
3. all fixed audio visual equipment as identified in **Attachment A**.
4. all office furniture, as shown on **Attachment A**.
5. all grill room and patio furniture necessary to provide an outdoor dining and lounge experience.
6. conference tables and chairs for the pre-function area.

##### **B. Provision by the Manager**

The Manager will provide:

1. all tables, chairs for the ballroom and cocktail tables for the pre-function area. The quantity shall be sufficient to maximize the use of the Clubhouse for a variety of events. Tables and chairs shall be new and of a quality consistent with furnishings provided by the County for other areas of the Clubhouse, but in no event shall the Manager be obligated to expend more than Fifty-Five Thousand Dollars (\$55,000) to purchase said items. The County reserves the right to review and approve tables and chairs selected by the Manager.
2. portable beverage bars to effectively service the ballroom and the ballroom patio area; portable dance floor.
3. at the Manager's discretion, additional audio visual equipment in order to accommodate special events and activities beyond the scope of audio visual services provided by the County.

4. the Manager shall retain title to all the items purchased pursuant to this paragraph B.

**C. General Maintenance and Operations Duties**

1. The County shall be responsible for all plumbing connections, and regular preventative maintenance of all drain lines for the Clubhouse and Services Property. The Manager shall be responsible for any repairs or maintenance required as a result of the ~~sole~~ negligence or willful misconduct of the Manager and/or the Manager's employees or agents. Subject to the foregoing, the County shall be responsible for all routine repairs and maintenance at its sole expense.
2. The County shall be responsible for repairing electrical service and devices up to and including the main power panels. The Manager shall be responsible for any repairs or maintenance required as a result of the negligence or willful misconduct of the Manager and/or the Manager's employees or agents. The County shall be responsible for providing and maintaining natural gas supply lines up to and including the shut off valve in the kitchens. The Manager shall be responsible for maintaining natural gas supply lines from the shut off valve to appliances.
3. The Manager, at the Manager's cost and expense, shall be responsible for the routine cleaning of the exhaust hoods, fans, ducts and flues associated with the kitchen operation, including, but not limited to, grease removal, and a professional deep cleaning of the exhaust hoods.
4. The County shall be responsible for painting and touching-up of walls. The Manager is responsible for cleaning all walls, display cases, and common public areas within the Services Property.
5. The County shall repair and refinish all service doors at the Clubhouse and Services Property unless such work is required due to the negligence or willful misconduct of the Manager and/or the Manager's employees or agents, in which case such work shall be at the Manager's cost and expense. The Manager shall maintain all such doors in a clean and sanitary condition.
6. The County shall be responsible for all structural maintenance and repairs, including repairs to HVAC systems, floors, membranes, walls, ceilings and for maintaining kitchen exhaust and ventilation systems, including exhaust hoods, fans, ducts and flues; provided, however, the Manager shall be responsible for any repairs required as a result of the ~~sole~~-negligence or willful misconduct of the Manager and/or the

Manager's employees or agents, in which case such work shall be at the Manager's cost and expense.

7. The County shall be responsible for the cost and expense to repair and maintain all elevators (if any) unless such repair or maintenance is due to the negligence or willful misconduct of the Manager and/or the Manager's employees or agents, in which case such work shall be at the Manager's cost and expense.
8. Except as otherwise provided herein, the Manager will be responsible for routine and scheduled maintenance of all furnishings and equipment regardless of ownership, located within the Clubhouse. The County will be responsible for repair and replacement of County-owned furnishings and equipment that has failed in the course of normal operation. Repair of damaged furnishings and equipment resulting from improper use and operation by the Manager, its employees, agents or staff, or by authorized or permitted licensees regardless of ownership, shall be the Manager's responsibility. Repair of damaged furnishings and equipment resulting from improper use and operation by the County, its employees, agents or staff, or by authorized or permitted licensees regardless of ownership, shall be the County's responsibility.

## **V. Utilities**

### **A. Natural Gas, Electricity, Sewer and Water**

The County and the Manager will each be responsible for fifty percent (50%) of the cost of natural gas, electricity, sewer and water for the Clubhouse but excluding electricity costs for golf cart charging. County shall be responsible for the cost of natural gas, electricity, sewer and water relating to operations outside of the Clubhouse, including, but not limited to, exterior lighting, restrooms located outside of the Clubhouse and golf course maintenance. The County will invoice the Manager for its share of the utilities on a monthly basis upon receipt and consolidation of invoices from the various utility companies. The Manager shall reimburse the County within 30 days of receipt of the invoice. County shall provide copies of invoices from the various utilities to the Manager.

### **B. Security Alarm Services**

The County shall pay the monthly cost of security alarm services except that those false alarm charges incurred as a result of the Manager's actions shall be the responsibility of the Manager. Provided that the Manager is provided with the opportunity to resolve or remedy the false alarm before false alarm charges would otherwise be incurred, the County will bill the Manager for any false alarm charges on a monthly basis upon receipt of invoices from the security company.

and/or a responding law enforcement authority. The Manager shall reimburse the County within 30 days upon receipt of invoice.

**C. Telephone, Internet, Cable/Satellite Television Services**

The Manager shall be responsible for and pay all costs associated with telephone, internet, and cable/satellite television services. The County may provide the Manager with County network access in order to coordinate business communications between the County, the Keller Golf Course Professional and the Manager.

**VI. Golf Tournament Policy**

**A. Priority for Golf**

The Manager and the County agree that the primary function of the Keller Clubhouse is to serve the golfing public; however, on Friday and Saturday evening and nights, the primary function of the Clubhouse shall be for catered events. The priority for use of the facility during the Golf Season is to support golfing activities; therefore, it is understood that non-golf-related bookings by the Manager for use of the Clubhouse that are not scheduled for a Friday or Saturday evening or night will not preempt or conflict with golf-related bookings on the same day. The Golf Professional shall, within fifteen (15) days of execution of this Agreement, provide the Manager with a list of dates to hold for annual events historically booked for golf events (the "Event Disclosure"). To the extent that the Manager books non golf-related events on the dates which are not listed in an Event Disclosure, such event shall have priority over subsequently scheduled golf-related events. With respect to events booked by Manager that are scheduled to occur on a Friday or Saturday evening or night, Manager may book such events eighteen (18) months in advance of such date and such events shall be given priority over all subsequently scheduled golf-related events. For events not occurring on a Friday or Saturday evening or night, Manager may book such events up to twelve (12) months in advance of such date, and provided that such booking does not conflict with an event listed in an Event Disclosure, the event booked by Manager shall have priority over all subsequently scheduled golf-related events. The Manager will solicit and market potential golf events, shall coordinate all golf events with the Keller Golf Course Professional, and shall periodically submit a schedule of golf events to the County. Regardless of the event, golf related or not, the general golfing public may not be precluded from using the bar/grill area, bar/grill patio and primary restroom facility during regular business hours.

**B. Charges and Assessments**

1. In order to encourage golf tournaments to fully utilize all Clubhouse functions and services, the County will, as part of its tournament policy, impose a \$7 per person minimum assessment for food and beverage.

2. The Manager may negotiate directly with the golf event sponsor to provide additional services to participants at a cost mutually acceptable to the event sponsor and the Manager.
3. With the consent of the Manager, which shall not be unreasonably withheld or delayed, the County may waive the golf tournament assessment for tournaments or events.
4. When the assessment for golf tournaments is applied, the Manager shall sufficiently staff the Clubhouse and mobile concession carts to accommodate the tournament and maximize services to the participants.

**C. Menu**

The Manager shall develop and submit a golf event menu and a banquet menu to the County's Director of Parks and Recreation for prior review and approval. The Manager shall obtain County approval prior to making changes to the approved menus. The Manager shall also develop and post at the grill area a menu consistent with the standard menus at similarly sized public golf course club houses in the Twin Cities metropolitan area.

**VII. Operation**

**A. Methods of Operation**

The Manager shall conduct the operation of the Clubhouse in such a manner as to not bring criticism upon the County. The Manager shall not permit the sale of beer or intoxicating liquor in a manner contrary to any law or ordinance, or the provision of any applicable liquor license or permit. The Manager shall operate the Clubhouse strictly in conformity with federal, state and local laws and ordinances.

**B. Prices**

The Manager shall at all times have in plain view in the Clubhouse a price list or printed schedule of prices of all available commodities and services. The Manager shall make available an attractive menu including prices to groups or organizations for tournament banquets, parties or other events. All prices shall be competitively priced with similarly sized public golf courses offering similar services within St. Paul and Minneapolis metropolitan area. The Manager shall, at its sole cost, be responsible to maintain adequate inventory for all items sold in the Clubhouse.

**C. Marketing**

The Manager is responsible for all costs associated with the marketing and promotion of Keller Golf Course and Clubhouse for events. The Manager shall use a variety of marketing strategies including, but not be limited to, brochures,

website, Facebook, Twitter, attendance at bridal shows and other shows and events to enhance awareness and exposure for Keller Golf and Clubhouse Services. The County will work in partnership with the Manager to help promote Keller Golf Course and Clubhouse programs and services; the Manager will provide to the County rental and booking information to assist the County in such efforts. The County will refer all rental inquiries to the Manager.

## **VIII. Cleaning**

### **A. Daily Cleaning**

The Manager is responsible for daily cleaning of the entire Clubhouse. The Manager shall at all times keep the building in a clean and sanitary condition and shall comply with all state health laws and local health department regulations. The County will define acceptable standards based on performance by the Manager. Such standards shall include monthly cleaning of all windows, light fixtures and woodwork. Manager shall also provide all supplies for the restrooms.

### **B. Garbage Removal and Recycling**

The Manager is responsible for garbage removal and recycling of bottles and cans throughout the year. This includes removing bottles, cans, paper cups, wrappers and other debris on a daily basis. Separate trash and recycling containers are provided by the County for the Manager to use. The County has a trash hauler under contract to pick up trash and recycling on a regular basis and is responsible for the cost of trash hauling and recycling. The Manager shall place all trash and recyclable items in the containers provided by the County. The County is responsible for litter control outside of the building and around the golf course.

### **C. Snow Removal**

The County is responsible for snow removal in the parking lots and walkways around the Clubhouse. To the extent known, the Manager shall provide the County a schedule of all snow season Clubhouse rentals; however, the parties acknowledge that events may be scheduled without significant advance notice. To the extent that such events are scheduled, the Manager will provide as much notice as possible to County regarding such event.

## **IX. Damage by Fire or Other Casualty**

### **A. Limited Damage to Clubhouse**

If all or part of the Clubhouse is rendered untenable by damage from fire or other casualty which in the reasonable opinion of an architect selected by the County and approved by the Manager, can be substantially repaired under applicable laws and governmental regulations within 120 days from the date of such casualty (employing normal construction methods without overtime or

other premium), the County shall forthwith at its own expense, repair such damage other than damage to improvements such as furniture, fixtures, or equipment owned by the Manager, which shall be repaired forthwith by Manager at its own expense. Except that, if the damage is caused by the ~~sole~~ negligence or willful misconduct of Manager, its employees, or agents, the Manager shall be responsible for the cost to repair the damage not to exceed one hundred thousand dollars (\$100,000).

**B. Major Damage to Clubhouse**

1. If all or a substantial part of the Clubhouse is rendered untenable by damage from fire or other casualty to such a material extent that in the reasonable opinion of an architect selected by the County and approved by the Manager, the Clubhouse cannot be substantially repaired under applicable laws and governmental regulations within 120 days from the date of such casualty (employing normal construction methods without overtime or other premium), or if repairs would exceed a total of \$250,000, then either party may elect to terminate this agreement as of the date of such casualty by written notice delivered to the other party not more than sixty (60) days after the date of such casualty.
2. The County at its option may at its own expense repair such damage or replace the Clubhouse, not including damage to property owned by the Manager, which, provided that the Manager does not terminate this Agreement pursuant to the immediately preceding paragraph, shall be repaired or replaced by the Manager at its own expense. Except that if the damage to the Clubhouse was caused by the negligence or intentional misconduct of the Manager and/or the Manager's employees, or agents, the Manager shall be responsible for the cost of repairing the property not to exceed one hundred thousand dollars (\$100,000).

**C. Limitation on County's Liability**

Except as specifically provided herein, there shall be no reduction of compensation to the County and the County shall have no liability to Manager by reason of any injury to or interference with the Manager's business or property arising from fire or other casualty, howsoever caused, or from the making of repairs resulting therefrom in or to any portion of the Clubhouse. Notwithstanding anything contained herein to the contrary, compensation payable by the Manager to the County hereunder shall not be abated if the damage is caused by the ~~sole~~-negligence or willful misconduct of the Manager and/or the Manager's employees or agents.

**XI. Special Conditions**

**A. Termination**

**1. Default by the Manager**

- a. The Manager acknowledges that the terms, conditions and requirements set forth in this Agreement are material inducements to the County to enter into this Agreement. The County shall have the right to terminate this Agreement if the Manager violates any material terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement as determined by the County.
- b. In the event that the County exercises its right of termination under this paragraph, the County shall give written notice to the Manager specifying the reasons therefore.
- c. The Manager shall have a period of not less than thirty (30) calendar days to remediate the deficiencies or cure the default identified in the written notice ("Cure Period").
- d. If the Manager fails to remediate the deficiencies or cure the default by the end of the Cure Period, this Agreement shall immediately terminate. Provided, however, in cases of deficiency or default not reasonably susceptible to cure within the thirty day Cure Period, termination shall not take place if the Manager commences action to cure such failure during the Cure Period and continues such action with due diligence until the failure is cured.
- e. Upon termination, the Manager shall take all actions necessary to discontinue further commitments of funds to this Agreement.

**2. Default by the County**

- a. The Manager shall have the right to terminate this Agreement if the County violates any material terms or conditions of this Agreement or does not fulfill in a timely and proper manner its obligations under this Agreement.
- b. The Manager shall give the County written notice of termination specifying the reasons therefore.
- c. The County shall have a period of not less than thirty (30) calendar days to remediate the deficiencies or cure the default identified in the written notice ("Cure Period").



- d. If the County fails to remediate the deficiencies or cure the default by the end of the Cure Period, this Agreement shall immediately terminate. Provided, however, in cases of deficiency or default not reasonably susceptible to cure within the thirty day Cure Period, termination shall not take place if the County commences action to cure such failure during the Cure Period and continues such action with due diligence until the failure is cured.
- 3. Without Cause  
Either the County or the Manager may terminate this Agreement without cause upon giving at least ninety (90) days written notice thereof to the other party. In such event, the Manager shall be entitled to receive compensation for the services provided in a satisfactory manner up to and including the effective date of termination.
- 4. Upon expiration or early termination:
  - a. The County shall have all rights and responsibilities for such activities and events and the Manager shall have no rights to any revenues generated or to be generated from activities and events already booked at the Clubhouse following the date of termination;
  - b. The Manager shall:
    - 1) provide complete records of all activities and events already booked at the Clubhouse following the date of termination;
    - 2) remit to the County all revenue previously received for activities and events already booked at the Clubhouse following the date of termination.
    - 3) return the premises to the County in the same condition of cleanliness and repair as it was upon the effective date of this Agreement, except for reasonable wear and tear.
    - 4) The Manager shall return all County-owned furniture, fixtures and equipment and other personal property to the County in the same condition of cleanliness and repair as it was upon the effective date of this Agreement, except for reasonable wear and tear, but not excepting breakage.
    - 5) Immediately remove, at its own expense, all of its goods and effects and other items of personal property and equipment. Any goods, personal property or equipment remaining after the date of expiration shall become the property of the County.

**B. Survival**

The provisions of Sections III., IX., and X.A. of this Agreement and of Sections 2, 11, 13, and 17 of **Attachment B** shall survive the termination of this Agreement.

**C. Binding Agreement/Assignment**

1. This Agreement shall be binding upon and inure to the benefit of the Manager and the County, their respective legal representatives, successors, and assigns.
2. The duties and obligations of the Manager contained in this Agreement may not be delegated, assigned, or subcontracted out to another party either directly or indirectly without the written consent of the County, which consent may be withheld in the County's sole discretion. No such delegation or subcontract, if approved by the County, shall relieve the Manager of its obligations hereunder.

**D. Notices and Communications**

1. All notices and other communications provided for in this Agreement shall be in writing and shall be personally delivered or sent by a reputable private commercial courier service or sent by United States registered or certified mail, postage pre-paid, return receipt requested, to the Parties at the following addresses until such time as written notice of a change of address is delivered to the other party:

If to the County: Ramsey County Parks and Recreation Department  
2015 N. Van Dyke Street  
Maplewood, MN 55109  
Attention: Greg Mack, Director

If to Manager: Lancer Hospitality  
1415 Mendota Heights Road  
Mendota Heights, MN  
Attention: Glenn Baron

2. Any such notice personally delivered or delivered by courier service shall be deemed to be given, delivered, or made upon receipt of the same by the party to whom the same is to be given, delivered or made. Any such notice sent by certified or registered U.S. mail shall be deemed to be given, delivered or made two (2) business days after deposit thereof in the United States mail.
3. The representative of the County and the Manager shall maintain open lines of communication concerning Clubhouse operations and shall mutually schedule regular meetings of officials from both parties for the

purpose of coordinating the activities of the Clubhouse and to address any matters in connection therewith.

WHEREFORE, this Agreement is duly executed as of the last date written below.

**RAMSEY COUNTY**

  
Rafael E. Ortega, Chair  
Ramsey County Board of Commissioners

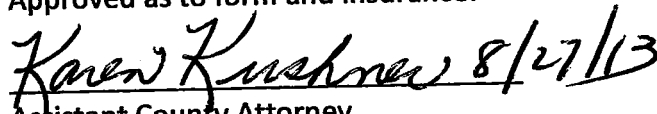
  
Bonnie Jackelen, Chief Clerk  
Ramsey County Board of Commissioners

Date: 8/28/13

Approval recommended: 2012-105  
2013-229

  
Greg Mack, Director  
Parks and Recreation Department

Approved as to form and insurance:

  
Karen Kushner 8/27/13  
Assistant County Attorney

**BLUE BELL ENTERPRISES, LLC.**

By: 

Print Name: Glenn Baron

Title: President

Date: August 6, 2013

purpose of coordinating the activities of the Clubhouse and to address any matters in connection therewith.

WHEREFORE, this Agreement is duly executed as of the last date written below.

**RAMSEY COUNTY**

\_\_\_\_\_  
Rafael E. Ortega, Chair  
Ramsey County Board of Commissioners

\_\_\_\_\_  
Bonnie Jackelen, Chief Clerk  
Ramsey County Board of Commissioners

Date: \_\_\_\_\_


Approval recommended:

\_\_\_\_\_  
Greg Mack, Director  
Parks and Recreation Department

Approved as to form and insurance:

\_\_\_\_\_  
Assistant County Attorney

**BLUE BELL ENTERPRISES, LLC.**

By:   
Print Name: Glenn Baron  
Title: President

Date: August 6, 2013

**Keller Club House Floor Plan**

## GENERAL TERMS AND CONDITIONS

### 1. Independent Contractor

It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties hereto or as constituting the Manager as the employee of the County for any purpose or in any manner whatsoever. The Manager is an independent contractor and neither it, its employees, agents, nor representatives are employees of the County. From any amounts due the Manager, there will be no deductions for federal income tax or FICA payments, nor for any state income tax, nor for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the Manager.

### 2. Indemnification

Except as otherwise specifically provided in this Agreement, the Manager shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent acts or omissions or willful misconduct of the Manager, its officials, agents or employees, in the execution, performance, or failure to adequately perform the Manager's obligations.

### 3. Insurance

1. The Manager shall purchase and maintain such insurance as will protect the Manager from claims which may arise out of, or result from, the Manager's operations under this Agreement, whether such operations are by the Manager or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.
2. The Manager shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued evidencing such coverage to the County throughout the term of this Agreement.
  - 2.1 Commercial General Liability Insurance including contractual liability
    - 2.1.1 \$ 1,500,000 per occurrence
    - \$ 2,000,000 general aggregate
    - \$ 2,000,000 products/completed operations total limit
    - Including products relinquished for consumption on site
    - \$ 1,500,000 personal injury and advertising liability
    - \$1,000,000 dram shop liability

- 2.1.2 All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent.
  - 2.1.3 Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured on a primary basis with respect to the operations of the Manager, using ISO endorsement form CG 20 26 or the equivalent.
- 2.2 Automobile Insurance
  - 2.2.1 Coverage shall be provided for hired, non-owned and owned auto.
  - 2.2.2 Minimum limits: \$1,000,000 combined single limit.
- 2.3 Workers' Compensation and Employer's Liability
  - 2.3.1 Workers' Compensation as required by Minnesota Statutes
  - 2.3.2 Employer's Liability limits:  
\$500,000/\$500,000/\$500,000
- 2.4 Fire and All-Risk Property Insurance
  - 2.4.1 Coverage shall be written on a replacement cost basis for any personal property of the Manager at the Premises.
  - 2.4.2 Coverage under the policy shall be extended to provide legal liability coverage for property of the County in the Manager's care, custody or control using form CP0040 or its equivalent. The legal liability is limited to \$100,000.
  - 2.4.3 The Manager hereby waives and releases the County, its employees, agents, officials, and officers from all claims, liability and causes of action for loss, damage to or destruction of the Manager's property and loss of income resulting from fire or other perils covered in the standard property insurance coverage. The Manager agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the County.
- 3. All certificates of insurance shall provide that the insurance company gives the County thirty (30) days prior written notice of cancellation, non-renewal and/or any material change in policy.
- 4. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of the Manager to purchase and maintain additional insurance that may be necessary in connection with this Agreement.
- 5. Certificate of Insurance must indicate if the policy is issued pursuant to these requirements. The Manager shall not occupy the Premises until the Manager

has obtained the required insurance and filed an acceptable Certificate of Insurance with the County. Copies of insurance policies shall be submitted to the County upon request.

6. Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, limits, or exceptions on liability.
7. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A.

**4. Non-Assignability**

The Manager shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior written consent of the County.

**5. Non-Conforming Services**

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

**6. Equal Employment Opportunity**

The Manager agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability, or age. When required by law or requested by the County, the Manager shall furnish a written affirmative action plan.

**7. Workforce Diversity**

The Manager shall make good faith efforts throughout the term of this Agreement, and any extensions thereof, to employ persons of color for all classifications of work under this Agreement, and shall, when requested by the County, submit a written report to the County regarding the efforts and results of such efforts, including employment by job classification.

**8. Respectful Workplace and Violence Prevention**

The Manager shall make all reasonable efforts to ensure that the Manager's employees, officials and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined in the Ramsey County Respectful Workplace and



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

**9. Subcontractor Payment**

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

**10. Data Practices**

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

**11. Compliance With Applicable Law**

The Manager agrees to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Manager's performance of the provisions of this Agreement. It shall be the obligation of the Manager to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

**12. Audit**

Until the expiration of six (6) years after the furnishing of services pursuant to this Agreement, the Manager, upon written request, shall make available to the County, the State Auditor or the County's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices of the Manager relating to this Agreement.

**13. Prevailing Wage**

- a. The Manager and all subcontractors shall conform to the labor laws of the State of Minnesota, and all other laws, ordinances, and legal requirements affecting the work in Ramsey County and Minnesota. The minimum wage rate per hour to

be paid for each classification of work shall be the union wage rate in the locality of the project for those classifications over which the unions have jurisdiction and the local prevailing rate for those classifications of work in the localities over which the unions do not have jurisdiction.

- b. For purposes of this agreement, the terms "prevailing wage", "minimum wage rate per hour", and "prevailing rate" shall mean "prevailing wage rate" as defined in Minnesota Statutes §177.42.
- c. Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Rules 5200.1000 to 5200.1120, all construction contracts funded in whole or in part by state funds are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties.

**14. Conflict of Interest**

The Manager affirms that, to the best of the Manager's knowledge, the Manager's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. The Manager agrees that, should any conflict or potential conflict of interest become known to the Manager, the Manager will immediately notify the County of the conflict or potential conflict, specifying the part of this Agreement giving rise to the conflict or potential conflict, and will advise the County whether the Manager will or will not resign from the other engagement or representation.

**15. Waste Reduction**

The Manager shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. All reports, publications and documents produced as a result of this contract shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

**16. Alteration**

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

**17. Interpretation of Agreement; Venue**

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

**18. Prompt Payment**

Payment of interest on late payments and disputes regarding payments shall be governed by the provisions of Minn. Stat. Section 471.425.

**19. Entire Agreement**

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

**Kitchen Floor Plan and Equipment Specifications**



# CERTIFICATE OF LIABILITY INSURANCE

PRCA

DATE (MM/DD/YYYY)

08/12/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Associated Financial Group</b> 12600 Whitewater Drive Minnetonka, MN 55343	(952) 945-0200	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 952-945-0200 233 <b>FAX (A/C, No):</b> 952-945-9477 <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> LANCMAN-02																					
<b>INSURED</b> <b>Lancer Holding Company, Inc.</b> <b>Lancer Management Services, Inc.</b> 1415 Mendota Heights Rd Mendota Heights, MN 55120	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Wausau Underwriters Ins Co</td><td>26042</td></tr><tr><td>INSURER B:</td><td>Liberty Mutual</td><td></td></tr><tr><td>INSURER C:</td><td>SFM Mutual Insurance Company</td><td>11347</td></tr><tr><td>INSURER D:</td><td>Employers Insurance Co of Wausau</td><td>21458</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Wausau Underwriters Ins Co	26042	INSURER B:	Liberty Mutual		INSURER C:	SFM Mutual Insurance Company	11347	INSURER D:	Employers Insurance Co of Wausau	21458	INSURER E:			INSURER F:		
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INSURER E:																							
INSURER F:																							

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X	TB2791458599073	02/01/2013	02/01/2014	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMPROP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMPROP AGG	\$ 2,000,000		\$
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B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ASJZ91458599023	02/01/2013	02/01/2014	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$		\$		
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C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	51146302	02/01/2013	02/01/2014	<table border="1"><tr><td><input checked="" type="checkbox"/> WC STATUTORY LIMITS</td><td><input type="checkbox"/> OTHER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 500,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 500,000</td></tr></table>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	<input type="checkbox"/> OTHER	E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000						
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E.L. DISEASE - POLICY LIMIT	\$ 500,000																			
D	<b>Liquor Liability</b>		TOCZ914585990413	02/01/2013	02/01/2014	<table border="1"><tr><td>\$1,000,000 per occurrence</td><td>\$2,000,000 aggregate</td></tr></table>	\$1,000,000 per occurrence	\$2,000,000 aggregate												
\$1,000,000 per occurrence	\$2,000,000 aggregate																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Keller Golf Course, 2166 Maplewood Drive, St. Paul, MN  
Ramsey County, its officials, employees, and agents, are added as additional insured on a primary basis, per form LG31590907, as required by written agreement.

**CERTIFICATE HOLDER****CANCELLATION**

Ramsey County Parks and Recreation  
Attn: Angela Mens-Eastman  
2015 N. Van Dyke Street  
Maplewood, MN 55109

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## ASSIGNMENT AND ASSUMPTION AGREEMENT WITH CONSENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT WITH CONSENT** (the "Assignment") is made by and among Blue Bell Enterprises, LLC ("Assignor"), Lancer Food and Beverage, LLC ("Assignee") and Ramsey County on behalf of its Parks and Recreation Department (the "Client").

### BACKGROUND

WHEREAS Assignor and Client are parties to that certain Management and Operation of Keller Golf Course Clubhouse dated as of November 1, 2013, as amended from time to time (the "Agreement"), which is attached hereto and incorporated herein in its entirety, as amended.

WHEREAS, Assignor and Assignee are both companies who provide services in connection with the provision and sale of food, beverages, goods, and merchandise.

WHEREAS, Assignor has agreed to assign to Assignee all of its rights and obligations under the Agreement;

WHEREAS, Assignee has agreed to assume the Agreement; and

WHEREAS, Client has consented to the assignment.

### AGREEMENT

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns to Assignee, and Assignee hereby accepts and assumes all of Assignor's rights, obligations, and liabilities in connection with the Agreement.
2. The assignment and assumption shall be effective as of April 2, 2021, or such date upon which Assignee obtains the license(s) to service liquor as required by the Agreement, whichever date is later (the "Effective Date").
3. The Client hereby consents to the foregoing assignment and assumption of rights and obligations.
4. All terms and conditions of the Agreement are hereby ratified, confirmed and approved in all respects by the parties hereto.
5. Assignee shall provide a current W-9 and Certificate of Insurance prior to execution of the Assignment.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

**Blue Bell Enterprises, LLC**

**Lancer Food and Beverage, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

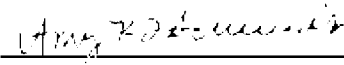
**Ramsey County: County Manager**

By:  4/7/2021

Name: Susan Earle

Title: Deputy Director, Finance

**Approved as to form: Ramsey County Attorney**

By: 

Name: Amy K. L. Schmidt

Title: Assistant County Attorney

**AMENDMENT TO AGREEMENT BETWEEN RAMSEY COUNTY  
LANCER FOOD AND BEVERAGE, LLC**

WHEREAS, Ramsey County (“County”) and Blue Bell Enterprises, LLC entered into an Agreement dated August 28, 2013, for the Management and Operation of the Keller Golf Course Clubhouse and related concession services for the term of August 28, 2013 through December 31, 2023 (“Agreement”); and

WHEREAS, the County, Blue Bell Enterprises, LLC (“Assignor”) and Lancer Food and Beverage, LLC (“Assignee”) entered into an Assignment and Assumption Agreement effective April 2, 2021 whereby the rights, obligations and liabilities of the Agreement were assigned to Lancer Food and Beverage, LLC (“Contractor”); and

WHEREAS, this is the first requested amendment to extend the term of through January 31, 2025 to allow time to develop a new Request for Proposal for these services; and

WHEREAS, The parties wish to amend the Agreement to extend the term through January 31, 2025.

Therefore, the parties agree to amend the Agreement as follows:

1. Section I. “Term of Agreement” is revised by deleting the words in ~~striketrough~~ and adding the words in **bold and underline** as follows: “The term of this Agreement shall be from the date of final execution of this Agreement through ~~December 31, 2023~~ **January 31, 2025** (“Term”).”
2. Paragraphs 2.1, 2.2, 2.3, and 2.4 of Section 3, entitled “Insurance” of Attachment B entitled “General Terms and Conditions” to the Agreement shall be deleted and replaced with the following:
  - “2.1. Commercial General Liability Insurance limits are as follows:
    - \$ 1,000,000 per occurrence
    - \$ 2,000,000 general aggregate
    - \$ 2,000,000 products/completed operations total limit
    - \$ 1,000,000 personal injury and advertising liability
  - 2.2. Automobile Insurance  
Coverage shall be provided for hired, non-owned and owned auto.  
Minimum limits: \$500,000 combined single limit
  - 2.3. Workers’ Compensation and Employer’s Liability  
Workers’ Compensation as required by Minnesota Statutes  
Employer’s Liability limits: \$500,000/\$500,000/\$500,000



2.4. Fire and All-Risk Property Insurance

Coverage shall be written on a replacement cost basis for any personal property of the Manager at the Premises.

Coverage under the policy shall be extended to provide legal liability coverage for property of the County in the Manager's care, custody or control using form CP0040 or its equivalent. The legal liability is limited to \$100,00.

The Manager hereby waives and releases the County, its employees, agents, officials, and officers from all claims, liability and causes of action for loss, damage to or destruction of the Manager's property and loss of income resulting from fire and other perils covered in the standard property insurance coverage. The Manager agrees that it will look to its own property insurance for reimbursement for any loss and shall have no rights of subrogation against the County."

3. By signing this Amendment to the Agreement, the Contractor certifies that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
  2. Have not within a three-year period preceding this Agreement:
    - a. been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract;
    - b. violated any federal or state antitrust statutes; or
    - c. committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
  3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
    - a. commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
    - b. violating any federal or state antitrust statutes; or
    - c. committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
  4. Have not had one or more public transactions terminated with in the preceding three years for cause or default; and

5. Shall not knowingly enter into any transaction with a subcontractor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, and that they will require any subcontractor that receives more than \$100,000 to make a similar certification as set forth herein; and
  6. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above; and
  7. Shall immediately give written notice to the County should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
4. The Original Agreement and any previous amendments are incorporated into this amendment by reference. Except as modified herein, the terms of the Agreement shall remain in full force and effect.


Wherefore, the parties have executed this Amendment on the last date written below.

**RAMSEY COUNTY**

\_\_\_\_\_  
Johanna Berg, County Manager

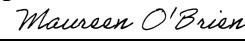
Date: \_\_\_\_\_

Approval recommended:

  
\_\_\_\_\_  
Mark McCabe, Director  
Parks & Recreation

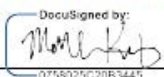
Date: 03/27/2024

Approved as to form

  
\_\_\_\_\_  
Assistant County Attorney

Date: 3/28/2024

**LANCER FOOD AND BEVERAGE, LLC**

By:  \_\_\_\_\_  
DocuSigned by:  
0756025C20B3445

Print Name: Matthew King

Title: President

Date: 4/10/2024

# Board of Commissioners

## Request for Board Action

**Item Number:** 2024-107

**Meeting Date:** 4/16/2024

**Sponsor:** County Manager's Office

**Title**

Adoption of the Climate Equity Action Plan

**Recommendation**

Adopt the Climate Equity Action Plan.

**Background and Rationale**

From extreme heat and poor air quality to changes in precipitation and more severe storms, climate change impacts everyone in Ramsey County. Climate change affects physical and mental health, natural environment, and the economy. Stroke and heat-related illnesses increase during periods of extreme heat. Both extreme heat and poor air quality worsen existing physical and mental health conditions such as asthma, heart disease, depression and anxiety. Nobody is immune to the impacts of climate change but underrecognized and climate-vulnerable communities tend to face more severe impacts.

In recognizing the growing needs of the community, the Climate Equity Action Plan (CEAP) positions Ramsey County to pursue new opportunities and approaches to address climate change that can improve shared infrastructure, advance local economy, and expand life-sustaining career pathways that will build community resilience. The plan uniquely emphasizes opportunities for the county to address the inequitable impacts throughout service areas. The county's climate priority team is in the process of convening an Equitable Climate Action Resident Advisory Team (ECARAT) to provide continuous equity-focused feedback on CEAP-aligned work. The ECARAT's guidance will be shared with the county's Climate Change Governance Team in a continuous manner so that department directors prioritize CEAP-aligned projects with community member guidance in mind.

In a board workshop on March 5, 2024, the county's first CEAP was presented to the board of commissioners. The board's formal adoption of this plan will reaffirm the county's commitment to respond to climate change and increase community resilience using actionable, measurable, community-informed methods.

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

☒ Well-being

☒ Prosperity

☒ Opportunity

☒ Accountability

**Racial Equity Impact**

Nobody is immune to the impacts of climate change but underrecognized and climate-vulnerable communities tend to face more severe impacts. This includes Black/African American, American Indian, Latino/a/x, Asian and other racially and ethnically diverse people due to compounding climate stress with the social, health and economic impacts of structural racism.

The CEAP outlines a wide variety of strategies to mitigate the impacts of climate change, ranging from prioritizing multi-modal infrastructure projects that increase connectivity for underrecognized and climate-vulnerable populations to continued engagement with these groups to ensure future action aligns with evolving needs to training businesses to hire and retain individuals who identify as under-recognized and climate

vulnerable in life-sustaining careers that advance climate solutions.

Public Health is also hiring a climate change focused outreach and engagement lead to implement engagement strategies tailored for underrecognized and climate vulnerable community members to ensure that underrecognized and climate-vulnerable individuals are aware of and encouraged to weigh in on this work as it moves forward.

### **Community Participation Level and Impact**

Community members were invited to participate in seven online listening sessions in 2022, respond to a virtual survey and participate in two in-person community conversations as part of the planning process for the CEAP. Through these opportunities community members identified impacts, unintended consequences, benefits, solutions and outcomes. Members of the HWST RECEAT team helped facilitate both community conversations. Each event was attended by racially diverse community members. Many of the actions outlined within the CEAP call on the county to provide more opportunities for community-informed and participatory decision making with underrecognized and climate-vulnerable groups.

In order to ensure greater engagement around the CEAP with underrecognized and climate-vulnerable groups Public Health is hiring an outreach and engagement lead to implement tailored approaches to sharing information and learning from these communities. This health educator will share summarized feedback from all outreach efforts, including the ECARAT, with the county's Climate Change Governance Team in a continuous manner so that department directors prioritize CEAP aligned projects with community member guidance in mind.

☒ Inform      ☒ Consult      ☒ Involve      ☒ Collaborate      ☒ Empower

### **Fiscal Impact**

Adopting the CEAP does not have a specific fiscal impact. Taking actions outlined within the CEAP will have a fiscal impact and funding for those actions will be sought/allocated as separate projects by department leads. The county's Climate Change Governance Team, composed of deputy county managers and department directors (including Finance), will collaboratively prioritize CEAP-aligned actions and determine how to allocate existing funds and identify additional funds to support this work.

### **Last Previous Action**

On March 5, 2024, the Ramsey County Board of Commissioners held a board workshop on the Climate Equity Action Plan.

### **Attachments**

1. Climate Equity Action Plan





RAMSEY COUNTY

2024-2028

# CLIMATE EQUITY ACTION PLAN

Responding to Climate Change and Increasing  
Community Resilience

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Visit [ramseycounty.us/ClimateAction](https://ramseycounty.us/ClimateAction)  
for more information.



# From the Board Chair

Our climate is changing rapidly. This is a reality that impacts our individual health as well as the health of our natural environment. In recognizing the growing needs of our community, Ramsey County is well-positioned to pursue new opportunities and approaches to address climate change that can improve our shared infrastructure, advance our local economy, and expand life-sustaining career pathways that will build our community resiliency.

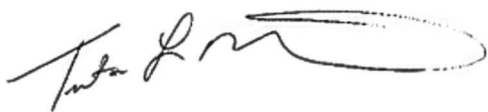
In 2022, the Ramsey County Board of Commissioners affirmed that responding to climate change and increasing community resilience must be a key strategic priority. On behalf of the entire Board of Commissioners, I am pleased to present Ramsey County's first Climate Equity Action Plan (CEAP). This plan serves as a comprehensive guide for our staff and partners to reduce the county's contributions to climate change, address the negative impacts of climate change in our community, and leverage related opportunities when they appear.

As this plan demonstrates, nobody is immune to the impacts of climate change. However, we also know that underrecognized and climate-vulnerable communities are the most impacted due to the compounding effects of racism, poverty, chronic illness, and other life stressors. Therefore, this plan emphasizes actions that each county department can take to reduce these disparate impacts on our Ramsey County community.

This plan was developed as the result of several years of intentional community and county staff engagement, and we are proud of the goals and strategies outlined herein. We also recognize that the publication of this plan is only the first step in our response. I want to affirm our ongoing commitment to continuously listening to and partnering with community to ensure that the climate actions we take together reflect the experiences and needs of everyone, especially our most vulnerable communities. Additionally, we are committed to strategically building our internal capacity to advance the actions outlined in this plan while being accountable and forthright in our progress to reaching these goals. Together we can achieve our vision of building a county where all are valued and can thrive.

I hope that you will stay engaged in this process with us.

Sincerely,

A handwritten signature in black ink, appearing to read 'Trista Martinson', with a large, sweeping flourish at the end.

Trista Martinson

Ramsey County Board Chair

# Introduction

## Climate Change in Ramsey County

From extreme heat events and poor air quality to changes in precipitation and more severe storms, climate change impacts everyone in Ramsey County. Climate change affects residents' physical and mental health, natural environment, and economy. Stroke and heat-related illnesses increase during periods of extreme heat. Both extreme heat and poor air quality worsen existing physical and mental health conditions such as asthma, heart disease, depression and anxiety. Property damage from flooding or severe storms are added stressors. The animals, plants and waterways that exist within the county also suffer during these extreme climate conditions, and ecosystem imbalances have led to problems like a loss of trees from Emerald Ash Borer and an increase in Lyme disease rates from tick bites. New pressures also exist for businesses to adapt to the changing climate to develop and retain their customers and employees more effectively.

Nobody is immune to the impacts of climate change but specific communities, referred to in this framework as **underrecognized and climate-vulnerable**, tend to face more severe impacts. These communities experience greater social, economic, physical and/or health stress including:

- Black/African American, American Indian, Latin/o/a/x, Asian and other underrepresented communities, due to the effects of racism and oppression.
- Immunocompromised people, people with chronic illness or health complications, and pregnant people whose physical ability to endure environmental stress is limited.
- People who work outside or are unhoused, due to their increased exposure to climate conditions.
- People with limited mobility, who may not be able to reach assistance during climate emergencies. This includes: elderly people, people with disabilities, people without cars and people who are incarcerated.
- People who are dependent on community support such as low-income families, children, recent immigrants, and non-English speakers. They may not have easy access to resources and/or may be focused on addressing other life stressors.







*County-led mitigation and adaptation strategies overlap in some areas such as building weatherization and clean economy workforce training.*

To address these issues, the county needs to pursue both greenhouse gas mitigation and climate change adaptation strategies.

- **Mitigation strategies** are actions taken to reduce emissions or remove greenhouse gases from the atmosphere. One example would be to improve insulation in county-owned buildings. This would reduce the county's greenhouse gas emissions by minimizing energy usage during periods of extreme heat or cold.
- **Adaptation strategies** involve action to prepare for and adjust to current and projected impacts of climate change. For example, the county could develop a workforce training program that equitably helps workers transition into family-sustaining, career pathways in climate-responsive positions such as energy auditor or worker installing electric vehicle chargers. This would help residents build economic stability by adapting to the industry changes that result from climate change.

Ramsey County is well positioned to partner with community members, community based-organizations, businesses, cities, neighboring counties and the state to address the causes of climate change and advance equitable climate resilience. Ramsey County recognizes and supports the efforts and progress of residents working toward shared goals and laying the groundwork for climate action and will work with community to set goals for future progress.

# The County's Climate Response

In 2022 the county developed a strategic priority to “Respond to Climate Change and Increase Community Resilience.” This priority commits the county to take intentional, strategic, accountable steps to partner with community in both greenhouse gas reduction and to develop resources that equitably help community survive and thrive in changing climate conditions.

Building on the work of the county’s past Energy Governance Team, the Strategic Energy Plan, Ramsey County’s 2040 Comprehensive Plan, the State of Minnesota’s Climate Equity Action Plan and community input, this climate equity action plan outlines the near-, middle-, and long-term actions planned to respond to climate change and increase community resilience. The climate equity action plan development process was designed to include community member’s stated needs and consider the role and capacity of Ramsey County to advance this work.

In December 2022, the State of Minnesota’s Climate Action Framework was identified by county staff as a template and starting point. The state’s framework provided a recently- and thoroughly- developed set of action items that Ramsey County could adapt to its capabilities and to community needs and priorities.

County department leaders and staff developed and reviewed action items over the course of six months. An internal county staff work group was formed around six areas of focus (described in subsequent chapters of this framework) to participate in a review process. Work group members were all subject matter experts and many worked closely with community. These staff provided insight and connections to related county efforts and plans. This review process kept the expectations of the climate equity action plan realistic and progressive by considering how the county could weave actions into existing programs, where additional resources need to be identified to support new actions and what climate impacts community members want to see the county addressing.

In-tandem to internal review team meetings, the county facilitated a yearlong engagement process to better understand community members’ needs, concerns and experiences related to climate change by:

- Hiring Equity Strategies, LLC. to conduct seven virtual listening sessions, attended by 100+ residents.
- Offering an online survey for individuals unable to attend the listening sessions which received 100+ responses.
- Partnering with the University of Minnesota’s Resilient Communities Project to develop an iterative, ongoing climate action community engagement plan.
- Hosting two climate action community conversations: In June 2023, 82 community members convened to discuss and prioritize action items from the state’s framework; in October 2023, another 48 community members convened to critique a draft of the county’s framework, which incorporated feedback from internal county review teams and community engagement efforts.

# Timeline of Past Work

## 2011

- Energy and Sustainability Planner hired.
- Board adopts first strategic energy plan.
- Cross-departmental energy efficiency gap analysis conducted.
- County adopts energy use reduction goals tracking to State of MN Goals.

## 2012

- Solar thermal installation at the Law Enforcement Center.

## 2013

- County wide fleet performance, energy use and pollution reduction analysis.
- Energy efficient vehicle use policy adopted.

## 2015

- County includes Resilience Chapter in 2040 Comprehensive Plan.

## 2016

- Energy Action Plan developed for Parks and Recreation Facilities.
- Climate Change Vulnerability Assessment conducted.

## 2017

- Strategic energy plan updated laying foundation for energy governance team's work.
- County signed up for three community solar garden subscriptions to reduce electric bills.

## 2018

- Solar panels installed at Parks Admin building and The Ponds golf course.
- Green Fleet Goals and Action Plan developed for County Fleet.
- Energy Governance Team is formed.
- Public Health Strategic Plan highlights climate response as department priority.
- Resilient Communities Project (RCP) University of Minnesota student partners develop eight reports related to resilience, energy, sustainability, and climate adaptation in vulnerable communities.

## 2019

- Solar feasibility analysis completed for county facilities.
- County receives Sol Smart designation.
- Resilience Team convened.
- County updated goals for reducing energy use and greenhouse gas pollution.

## 2020

- Climate action planning paused due to COVID -19 redeployments.

## 2021

- The Workforce Innovation Board of Ramsey County launched a Green Jobs - Construction Committee

## 2022

- Climate and Health Planner hired.
- Strategic priority adapted to focus on climate response.
- Green Ramsey newsletter launched "On Climate Justice" column.
- Equity Strategies facilitates community listening sessions.
- Minnesota Climate Action Framework identified as template for county action plan.

## 2023

- RCP Students pilot climate response gap analysis process, propose iterative climate action engagement plan and outline structure to increase staff capacity for climate action.
- County held two Climate Action Community – Conversations.
- County staff developed draft countywide Climate Equity Action Plan.
- Institute for Building Technology and Safety assessed climate action work for equitable climate resilience opportunities.

## 2024

- County Equity Action Plan published.
- Initiate near term action steps outlined in Climate Equity Action Plan.
- County to convene climate action advisory council.

# Overarching Goals and Activities

The following sections of this framework organize actions to address six areas of focus, in alignment with the State of Minnesota’s framework:



Each focus area above has a dedicated table of goals with near-, mid-, and long-term actions the county plans to take.

- **Near-term actions** were identified based on what work county staff already have underway or could easily begin without pursuing additional resources.
- **Mid-term actions** require additional resources — such as funding or staff capacity — to accomplish but are still high priorities due to their potential for positive impacts.
- **Long-term actions** require significant additional resources or time for planning. The county recognizes the importance of this work and as possible, will work to identify resources and develop plans to accomplish these actions.

The tables in each focus area also articulate the role of the county, as a lead, partner, or support in relation to each activity. Actions where:

- The county is a **lead** clearly align with the scope of work and services provided by existing county departments.
- The county is a **partner** rely on another entity (such as community-based organizations, cities, or schools) to succeed.
- The county is a **support** would be led by another entity (such as community-based organizations, cities, or schools) with financial or technical support provided by the county.

In some cases, the county needs to play multiple roles, based on collaborating partners’ needs. For example the county may provide support in the form of technical assistance to a city on a particular issue while partnering with a community-based organization to provide services that address the same issue. Or, the county may lead work on a particular issue within the county and partner with an academic institution to advance the same work beyond the county.

The county is also developing measures to help transparently communicate progress on many of the goals in this framework. These measures will be made available on the county’s climate action website in 2024.

An appendix at the end of this document provides definitions of many of the terms used throughout the framework.

The goals and activities on this page apply to, depend on, or help to advance the work outlined across all six focus areas covered in this framework.

### Collaboration and Transparency

- Convene an Equitable Climate Action Resident Advisory Team to review climate-related programs, processes, and progress and ensure alignment with the needs of climate-vulnerable communities.
- Host opportunities for meaningful community involvement in county-led climate action.
- Provide transparent progress updates on county-led climate action.
- Build capacity of local communities to increase resilience in the face of climate change.
- Share information and resources to help individual residents act beyond county-led initiatives.

### Planning

- Perform gap analysis of existing climate response work in the county to determine additional ways to advance climate action across the goals in the climate equity action plan.
- Expand and optimize funding for climate action across departments.
- Expand staff capacity for climate change mitigation and adaptation across departments.
- Educate existing staff about addressing the impacts of climate change through their work.
- Develop climate justice guidance to apply to future requests for board action to ensure county projects consider climate impacts.
- Prepare for near term and continuous climate migration to the county, in all service areas.
- Prioritize climate actions that benefit geographic areas disproportionately impacted by climate change.
- Provide uninterrupted services and develop trust-based relationships with community.
- Develop annual climate change legislative platform and support other legislative efforts to advance climate goals in public policy. For 2024 we will support legislation that:
  - *Addresses climate change, protects, and enhances natural environments, addresses the need to expand adaptation and resilience efforts, responds to the potential impact of severe weather events, and promotes sustainability in county operations.*
  - *Focuses on increasing use of clean energy to create jobs and diversify the local economy.*
  - *Increases funding to address reforestation needs for communities impacted by the Emerald Ash Borer.*
- Develop annual climate equity recognition program for community and staff.

### Funding

- Track and apply for funding, coordinating across departments, to support climate actions.
- Provide micro-grants for community-led climate action in the county.



# Clean Transportation



- Connect people to places through a safe, equitable, and sustainable transportation system.
- Maintain and improve multi-modal transportation connections to reduce air pollution, connect communities and encourage active transportation and public transit use.
- Maximize resiliency and greenhouse gas mitigation in transportation projects and corridors.

## GOAL 1

**Plan a transportation network that supports sustainable, multi-modal transportation in alignment with the county's Equitable Development Framework and racial equity policy.**

NEAR-TERM ACTIONS	COUNTY'S ROLE
Track state and federal funding opportunities and collaborate with the Metropolitan Council (Met Council) to direct more resources towards non-motorized transportation and public transit. Funds would support improved pedestrian, bicycle and public transit facilities that are accessible, safe, and desirable to people of all ages, abilities and skill levels.	PARTNER & SUPPORT
Use community input and data to understand evolving transportation needs of underserved and climate-vulnerable communities, apply findings to transportation plans.	SUPPORT
Prioritize new or reconstructed multi-modal transportation projects that close infrastructure gaps, such as sidewalks, bike trails, and bus stations for people walking, bicycling, rolling, and taking transit. Ensure these projects to improve equitable access to infrastructure, safety, and roadway function.	LEAD, PARTNER & SUPPORT
MID-TERM ACTIONS	COUNTY'S ROLE
Promote multi-modal transportation options, including pedestrian, bicycle, and public transit, in county plans and projects.	LEAD & PARTNER
Review and advocate for MnDOT and Met Council transportation plans to prioritize new or reconstructed multi-modal transportation projects that: 1) include facilities for people walking, bicycling, rolling, and taking transit, and 2) increase frequency and quality of electrically powered transit service.	PARTNER & SUPPORT
Use the Equitable Development Framework to encourage developers, employers, and communities to adopt practices and policies that equitably expand spaces for people to walk, bike and roll.	SUPPORT



## GOAL 2

**Make it equitable and easier for all ages and abilities to use the multi-modal transportation network.**

MID-TERM ACTIONS	COUNTY'S ROLE
Improve access to and accessibility of non-motorized vehicle infrastructure and support Met Council and Metro Transit in providing free or reduced cost transit.	SUPPORT
Advocate for safety-related improvements to public transit, such as cleanliness, on-time performance and expanded routes as well as connections for riders to community security contacts and social service providers.	PARTNER & SUPPORT
Provide educational opportunities for residents on how to safely use and access public transit and multi-modal networks.	PARTNER
LONG-TERM ACTIONS	COUNTY'S ROLE
Launch projects that temporarily demonstrate improvements for people walking and biking to assess opportunities for permanent improvements.	SUPPORT
Research options for an affordable, county-wide bike share program that is accessible to everyone, including people who do not have bank accounts.	SUPPORT
Encourage local governments to implement transportation demand management policies.	SUPPORT

## HOW CLEAN TRANSPORTATION CONNECTS TO OTHER FOCUS AREAS

**Climate Smart Natural Land**

Multi-modal transportation users rely on tree canopy for comfort during extreme heat.

**Thriving Communities**

Transportation networks provide connectivity between underrecognized and vulnerable residents and critical resources for resilience

**Clean Energy and Efficient Buildings**

Energy sources for transportation impact county wide greenhouse gas emissions.



## GOAL 3

## Reduce transportation-related greenhouse gas emissions within the county.

NEAR-TERM ACTIONS	COUNTY'S ROLE
Offer telecommuting as an emissions reduction strategy through increased flexibility in telework and hybrid work schedules for county staff, particularly on poor air quality and extreme weather days.	LEAD
Coordinate with partners to manage stormwater and support transportation infrastructure resilience to extreme weather.	PARTNER
Share information about grant funding to support EV purchases and charging station installation for residents and local governments.	SUPPORT
MID-TERM ACTIONS	COUNTY'S ROLE
Encourage clean vehicle targets for city government and private sector fleets.	PARTNER
Accelerate the retirement and replacement of inefficient county vehicles.	LEAD
Advocate for state and federal standards that prioritize the reuse of materials throughout construction processes to minimize carbon footprint of transportation construction projects.	LEAD
LONG-TERM ACTIONS	COUNTY'S ROLE
Research options for a county-wide, affordable, electric vehicle car rental/share system.	LEAD & SUPPORT
Put safe and accessible bike facilities at county-owned facilities where feasible based on facility use.	LEAD
Support state-level actions that increase electric vehicle charging infrastructure, increase electric vehicle access and availability, and educate communities about financial support available to purchase electric vehicles.	SUPPORT
Establish clean vehicle expectations for county procurement contracts.	SUPPORT

## HOW CLEAN TRANSPORTATION CONNECTS TO OTHER FOCUS AREAS



## Healthy Lives

Clean transportation could reduce sensory and air pollution which contributes to cardiovascular, respiratory and mental health.



## Clean Economy

The clean transportation industry will continue to expand job and business opportunities for individuals trained in operating, maintaining and repairing electric vehicles.



# Climate Smart Natural Land



- Manage county land to reduce greenhouse gas emissions, support healthy landscapes, and increase environmental resilience.
- Support land management practices that build environmentally responsible social, and economic resilience.
- Help natural ecosystems within the county adapt to the impacts of climate change.

## GOAL 1

### Maintain, expand and manage forests and urban tree canopies, following the Natural Resources Management Plan.

NEAR-TERM ACTIONS	COUNTY'S ROLE
Where appropriate, plant, seed and maintain tree species and vegetation projected to do well under changing conditions.	LEAD & PARTNER
Plant a variety of trees to expand urban tree canopy cover in underrecognized and vulnerable communities experiencing the urban heat island effect, prioritizing areas with minimal tree canopy cover.	PARTNER & SUPPORT
Assess urban canopy cover and other urban tree baseline data across the county to help track and measure changes in tree canopy coverage.	PARTNER
MID-TERM ACTIONS	COUNTY'S ROLE
Help residents manage emerald ash borer and other plant pests and diseases, particularly in underrepresented and climate vulnerable communities, through treatment, removal/replacement, and proper disposal.	LEAD & PARTNER
Preserve mature trees by encouraging heritage tree preservation and general tree maintenance. Assist underrecognized and climate-vulnerable communities in advocating for tree ordinances and policies to protect urban tree canopy—especially within commercial and residential building sites.	PARTNER & SUPPORT
Plant and maintain climate-adaptive shade trees across the county. Prioritize underrecognized and climate vulnerable communities, to decrease energy use in homes and buildings, mitigate heat islands and provide funding for replacing pest infected or diseased trees.	SUPPORT
LONG-TERM ACTIONS	COUNTY'S ROLE
Partner to produce climate-adapted tree species for planting in Ramsey County.	PARTNER & SUPPORT
Provide guidance for residents and landowners on climate adapted tree species.	PARTNER

**GOAL 2****Protect, restore and manage peatlands, wetlands and watersheds.**

NEAR-TERM ACTIONS	COUNTY'S ROLE
In alignment with Wetland Conservation Act: Protect and restore existing wetlands through conservation easements, wetland banking, and other stormwater best management practices.	PARTNER
MID-TERM ACTIONS	COUNTY'S ROLE
Partner on resilience studies with watershed management organizations within the county.	PARTNER
LONG-TERM ACTIONS	COUNTY'S ROLE
Provide community education on importance of and strategies for protecting watersheds and wetlands.	SUPPORT

**GOAL 3****Use land management practices that enhance climate resilience.**

NEAR-TERM ACTIONS	COUNTY'S ROLE
Work with local governments in developing local land conservation plans, collaboratively identifying priority locations for protection, restoration and greater natural corridor connectivity.	LEAD
Increase native-and adapted-species diversity in county owned or managed grasslands and forests through restoration and management. Use locally appropriate seed and plant mixes and alternative forest management practices.	LEAD & SUPPORT
Engage with underrecognized communities to balance the various needs of residents in public open spaces.	LEAD & SUPPORT
Identify, remove and dispose of trees at risk of spreading disease or invasive pests.	LEAD & PARTNER

GOAL 3 CONTINUED ON NEXT PAGE →

**HOW CLIMATE SMART NATURAL LAND CONNECTS TO OTHER FOCUS AREAS****Clean Transportation**

Multi-modal transportation users rely on tree canopy for comfort during extreme heat.

**Thriving Communities**

Increases in tree canopy and improvements to soil increase resilience to extreme heat and flooding.

**Clean Energy and Efficient Buildings**

Climate-smart design and construction practices include stormwater and sustainable land management best practices.



## GOAL 3 CONTINUED

## Use land management practices that enhance climate resilience.

NEAR-TERM ACTIONS	COUNTY'S ROLE
<p>Promote the right to exist and inherent value of wildlife and plants by:</p> <ul style="list-style-type: none"> <li>Planting trees and vegetation that provide food or shelter to wildlife.</li> <li>Protecting wildlife habitat through community education.</li> </ul>	LEAD & PARTNER
MID-TERM ACTIONS	COUNTY'S ROLE
<p>Provide education focused on land management practices that residents and businesses can use to enhance climate resilience on their property or in their neighborhood. Share information with residents about how many small-scale projects – like a native and/or adapted pollinator garden, a suburban boulevard tree, an urban agriculture garden or an alternative land management strategy — build meaningful climate benefits.</p>	LEAD & PARTNER
<p>Improve parks, community gardens and green spaces in underrepresented and climate-vulnerable communities.</p>	LEAD
LONG-TERM ACTIONS	COUNTY'S ROLE
<p>Manage invasive species.</p>	LEAD
<p>Collaborate between departments to increase climate resilience of landscape management practices around county-owned buildings.</p>	LEAD & PARTNER
<p>Develop an herbivore management or herbivore mimicry plan for managing invasive species in county parks and natural lands.</p>	LEAD
<p>Determine if the county can offer incentives to residents and businesses for replacing lawns with climate friendly, native/adapted, sustainable plants.</p>	SUPPORT
<p>Maintain and support tribal authority to forage.</p>	LEAD & PARTNER

## HOW CLIMATE SMART NATURAL LAND CONNECTS TO OTHER FOCUS AREAS



## Healthy Lives

Access to public green space can improve physical and mental health.



## Clean Economy

Career pathways into alternative land management and sustainable agriculture are needed to support the health of natural lands and the people who rely on them.

# Thriving Communities



- Collaboratively build the capacity of Ramsey County communities to equitably protect against the effects of climate change and survive and thrive in changing conditions.
- Limit the impacts of climate change by assessing vulnerabilities, planning for and implementing adaptation strategies that increase public and critical facilities' ability to withstand the impacts of climate change, and continuing to operate during climate emergencies.

## GOAL 1

### Provide technical assistance, tools and data.

NEAR-TERM ACTIONS	COUNTY'S ROLE
Develop metrics that help residents understand how and where the county is making progress towards greater community resilience.	PARTNER
Create web content that improves visibility of and access to climate information, identifies strategies to help communities expand their resilience and includes translated material.	LEAD & PARTNER
Overlay environmental justice areas of concern with map of where people at greatest risk to climate impacts live and where community assets exist to focus resources on communities at greatest risk of experiencing the negative impacts of climate change.	LEAD, PARTNER & SUPPORT
MID-TERM ACTIONS	COUNTY'S ROLE
Integrate ongoing adaptation strategies into county hazard mitigation plans using Minnesota's state hazard mitigation plan as a resource. Work with underrepresented and climate vulnerable communities, to ensure individuals have a plan for extreme weather events, including contingencies for multiple events such as a heat wave after flooding.	LEAD

## GOAL 2

### Support information sharing and learning through community networks.

MID-TERM ACTIONS	COUNTY'S ROLE
Host community conversations with residents to ensure the county is meeting community needs. Continuously improve outreach methods based on feedback from community.	LEAD & SUPPORT

GOAL 2 CONTINUED ON NEXT PAGE →



## GOAL 2 CONTINUED

## Support information sharing and learning through community networks.

LONG-TERM ACTIONS	COUNTY'S ROLE
Participate in underrecognized and climate vulnerable community-led events and conversations. Develop authentic, trust-based relationships and programs and services, based on changing community vulnerabilities and needs.	PARTNER & SUPPORT
Provide training on county climate action to trusted messengers or hire climate navigators to provide residents with information about available resources.	PARTNER & SUPPORT
Provide technical assistance to Ramsey County cities to develop and share adaptation resources across communities.	PARTNER & SUPPORT
Engage with partners to utilize up-to-date climate modeling data, technical assistance and research on building adaptation strategies.	SUPPORT
Increase capacity within the county to develop and implement programs, best practices, resources, incentives and communications with residents to encourage more sustainable consumption, behaviors and use of sustainable materials and products.	LEAD

## GOAL 3

## Protect culturally important activities.

MID-TERM ACTIONS	COUNTY'S ROLE
Work with underrepresented and climate-vulnerable communities to support and co-develop projects that acknowledge and address the impacts of changing ecosystems on mental health and wellbeing.	PARTNER & SUPPORT
Protect and restore outdoor spaces from extreme weather impacts by collaborating with outdoor recreational stakeholders and partners that have staff and leadership who represent their communities.	PARTNER & SUPPORT
Collaborate with underrepresented and vulnerable communities, and community-based organizations to identify and protect culturally significant places threatened by climate change.	PARTNER & SUPPORT



GOAL 4

**Pursue resilient infrastructure and critical facilities updates.**

NEAR-TERM ACTIONS	COUNTY'S ROLE
Develop quantifiable metrics to measure and communicate information related to safe and sufficient drinking water.	LEAD & PARTNER
Assess vulnerabilities and develop a financial plan for improvements to county owned critical facilities. Use climate projections to identify ways to ensure continuity of operations.	LEAD
Collaborate with communities, local organizations and local governments to create resilience hubs based in community centers or other public buildings. These would provide culturally responsive services and support during climate-related events, such as extreme heat, extreme cold, flooding, air quality alerts and power loss.	LEAD, PARTNER & SUPPORT
Increase water storage and water management to hold or distribute water during and after large rain events in urban landscapes. This includes restoring wetlands to support water storage in flood-prone areas which would protect buildings and infrastructure and support watershed health.	LEAD, PARTNER & SUPPORT
Reduce consumption and support reuse of water to increase resilience to drought.	LEAD, PARTNER & SUPPORT
MID-TERM ACTIONS	COUNTY'S ROLE
Identify and mitigate risk in areas beyond current FEMA-mapped floodplain areas and encourage no-net-loss of floodplain storage in response to projected climate conditions.	SUPPORT
Provide information to help residents reuse water for increased resilience to drought.	LEAD & PARTNER
Include the use of green stormwater infrastructure practices in county-funded and/or owned developments and along roadways within stormwater regulatory programs to increase resilience to floods.	LEAD & PARTNER

HOW THRIVING COMMUNITIES CONNECT TO OTHER FOCUS AREAS



**Clean Transportation**

Transportation networks provide connectivity between underrecognized and vulnerable residents and critical resources.



**Climate Smart Natural Land**

Increases in tree canopy and improvements in soil health increase community resilience to extreme heat and flooding.



**Clean Energy and Efficient Buildings**

Reductions in greenhouse gas emissions will slow the progress of climate change allowing communities more time to prepare and adapt.



## GOAL 5

## Reduce waste and promote beneficial use of materials.

NEAR-TERM ACTIONS	COUNTY'S ROLE
Develop and implement programs that increase composting across the county to build soil health.	LEAD, PARTNER & SUPPORT
Reduce barriers for local and regional food donation and food rescue organizations, and climate sensitive food-to-animal programs.	LEAD
Expand access to waste reduction strategies such as public or commercial anaerobic digestion and compost facilities.	LEAD
MID-TERM ACTIONS	COUNTY'S ROLE
Provide local governments with guidance and resources to conduct public education campaigns focused on prevention of wasted food, zero waste challenges and building stronger food security networks.	LEAD
Incentivize beneficial uses for wood and debris that results from increased tree pests, diseases and more frequent storms.	LEAD

## HOW THRIVING COMMUNITIES CONNECT TO OTHER FOCUS AREAS



## Healthy Lives

The mental and physical health of community members affects their capacity to thrive, and health-based services provide critical support in emergencies.



## Clean Economy

Financial security found through the development of green technology helps individuals, families and communities thrive.

# Clean Energy and Efficient Buildings



- Pursue 100% carbon-free, reliable and affordable electrical power and heat sources through policies, investments and partnerships.
- Reduce greenhouse gas emissions in buildings by promoting conservation and efficiency. Reduce emissions from construction by promoting lower-carbon design, material re-use and alternative fuels.
- Invest in infrastructure that supports living-wage jobs and careers and clean energy and contributes to a more stable climate.

## GOAL 1

**Track and reduce energy use and pursue 100% carbon-free energy sources in county-owned facilities.**

NEAR-TERM ACTIONS	COUNTY'S ROLE
Identify opportunities to electrify energy used in county owned buildings.	LEAD
Invest in infrastructure updates that reduce emissions and increase energy efficiency in county-owned buildings.	LEAD
Expand training for county facilities managers on best practices for reducing energy use.	LEAD
LONG-TERM ACTIONS	COUNTY'S ROLE
Create renewable energy guidelines for county-owned buildings.	LEAD
Explore options for an internal county financial energy reduction incentive to encourage and expand department-based reductions in energy use, including facilities and transportation energy.	LEAD

## HOW CLEAN ENERGY AND EFFICIENT BUILDINGS CONNECT TO OTHER FOCUS AREAS



### Clean Transportation

Energy sources for transportation impact county wide greenhouse gas emissions.



### Climate Smart Natural Land

Climate-smart design and construction include stormwater and sustainable land management.



### Thriving Communities

Reductions in greenhouse gas emissions and sustainable improvements to buildings will increase community resilience.





## GOAL 2

**Increase ability of county-owned and county-funded buildings to withstand the impacts of climate change.**

### NEAR TERM ACTIONS

#### COUNTY'S ROLE

Adopt requirements based on best management practices for reducing energy use for county programs that invest in new or rehabbed buildings.

LEAD

### MID-TERM ACTIONS

#### COUNTY'S ROLE

Evaluate reuse/recovery of wasted thermal energy to heat and cool existing buildings.

PARTNER & SUPPORT

### LONG-TERM ACTIONS

#### COUNTY'S ROLE

Encourage developers of new county-owned or county-funded housing construction and rehabilitation to plan for resiliency/adaptation (e.g., electrification, waterproofing, raising mechanicals, coordinating energy improvements, installing passive cooling building and landscape features), while increasing affordability and maintaining urban density.

PARTNER

Research options for lowering energy burden through design criteria for affordable housing.

PARTNER

Adapt energy goals for county-owned buildings utilizing real-time monitoring of building energy consumption and recommend strategies for energy use reduction.

LEAD & SUPPORT

## GOAL 3

**Provide resources to residents on alternative energy and energy efficiency options.**

### NEAR-TERM ACTIONS

#### COUNTY'S ROLE

Research options for financially supporting underrepresented and climate vulnerable residents to reduce energy burden by utilizing alternative energy at home.

LEAD

GOAL 3 CONTINUED ON NEXT PAGE →

## HOW CLEAN ENERGY AND EFFICIENT BUILDINGS CONNECT TO OTHER FOCUS AREAS



### Healthy Lives

Climate-smart design and construction benefits physical and mental health through environmental health protections and improved indoor air quality.



### Clean Economy

Sustainable infrastructure development can create living-wage careers and alternative energy sources can lower energy burden for low-income families.



## GOAL 3 CONTINUED

## Provide resources to residents on alternative energy and energy efficiency options.

MID-TERM ACTIONS	COUNTY'S ROLE
Identify opportunities to consolidate and streamline programs providing energy assistance, weatherization, and utility efficiency to make them easier to access, navigate and scale up in both multifamily and single-family buildings. Develop strategies specific to both renters and homeowners - especially in multi-family housing upgrades and for underrecognized and climate vulnerable communities.	LEAD
Share clear guidance on alternative energy resources for Ramsey County's cities to share with residents.	LEAD
Develop policies and support community-based organizations to ensure efficient and functional heating/cooling is provided to tenants.	LEAD

## GOAL 4

## Design and build climate-smart new buildings.

NEAR-TERM ACTIONS	COUNTY'S ROLE
Adopt standards for incorporating climate resiliency into design and construction within county development projects.	LEAD
Support and promote adaptive reuse of existing buildings to reduce construction waste and retain embodied carbon in existing construction materials.	LEAD
Create a policy around electric vehicle readiness in county facilities.	LEAD
MID-TERM ACTIONS	COUNTY'S ROLE
Support recycling of construction waste that cannot be reused in the construction market. Invest in the development and expansion of recycling markets for building materials.	SUPPORT
Promote the use of low-carbon and reused and recycled construction materials in new building designs.	PARTNER & SUPPORT
LONG-TERM ACTIONS	COUNTY'S ROLE
Expand deconstruction and reuse of construction materials where demolition cannot be avoided.	LEAD & PARTNER

# Healthy Lives



- Partner with community to reduce the direct and indirect health impacts of climate change together.
- Utilize public health resources to help community respond and adapt to the impacts of climate change.

## GOAL 1

### Co-develop plans and utilize data to influence policies and systems that support healthy communities and workplaces.

NEAR-TERM ACTIONS	COUNTY'S ROLE
Evaluate safety of people living within Ramsey County jails, shelters, and other congregate settings during extreme weather events, particularly heat waves, by engaging with those individuals and propose infrastructure adaptations to support resilience.	LEAD & PARTNER
Reevaluate preparedness and response plans at regular intervals, and identify resources needed for planning and responding to climate-related events such as extreme heat, drought, flood and severe storms.	LEAD
Collaborate with community members to co-create strategies to lessen the impact of climate-related illnesses on physical and mental health for communities at greatest risk.	PARTNER
MID-TERM ACTIONS	COUNTY'S ROLE
Update the county's climate change vulnerability assessment with current data, in a user-friendly format, incorporating data on the social determinants of health and climate change projections to identify and anticipate the health impacts of climate change.	LEAD & PARTNER
LONG-TERM ACTIONS	COUNTY'S ROLE
Review the potential health, environmental justice and pollution reduction impacts of sites chosen for new county-owned or county-funded construction projects.	SUPPORT

## HOW HEALTHY LIVES CONNECT TO OTHER FOCUS AREAS



### Clean Transportation

Climate-smart transportation reduces air and noise pollution, in turn contributing to better cardiovascular, respiratory and mental health for residents.



### Climate Smart Natural Land

Access to public green space is correlated with improvements in physical and mental health.



### Thriving Communities

The mental and physical health of community members affects their capacity to be resilient particularly in underrecognized and vulnerable communities.



## GOAL 2

**Share information and resources that supports healthy communities and workplaces.**

NEAR-TERM ACTIONS	COUNTY'S ROLE
Co-create, with underrecognized and climate-vulnerable community members, a climate and health community engagement plan that meets people where they are and reaches multiple parts of society.	PARTNER
Provide guidance to county employees on extreme heat and poor air quality to protect the health and safety of outdoor workers and others who spend time outside.	LEAD
Partner with underrecognized and climate vulnerable communities, to raise awareness of the health impacts of climate change, including: <ul style="list-style-type: none"><li>• Changes to vector-borne, respiratory, cardiovascular and waterborne diseases.</li><li>• Heat illnesses.</li><li>• Poor mental health.</li></ul> Share resources for reducing these impacts.	PARTNER
LONG-TERM ACTIONS	COUNTY'S ROLE
Partner with educational institutions to teach students about the mental and physical health impacts of climate change and adaptation strategies.	PARTNER & SUPPORT

## GOAL 3

**Implement programs that support healthy communities and workplaces.**

NEAR-TERM ACTIONS	COUNTY'S ROLE
Promote access to culturally-responsive, affordable healthcare and mental health services to protect public health and create a healthy foundation for climate resiliency.	PARTNER

GOAL 3 CONTINUED ON NEXT PAGE →

## HOW HEALTHY LIVES CONNECT TO OTHER FOCUS AREAS

**Clean Energy and Efficient Buildings**

Climate smart design and construction contributes to environmental health which supports physical and mental health.

**Clean Economy**

Financial, job and housing security can contribute to improved mental and physical health.



## GOAL 3 CONTINUED

## Implement programs that support healthy communities and workplaces.

MID-TERM ACTIONS	COUNTY'S ROLE
Ensure uninterrupted access to culturally-responsive healthcare and mental health services provided by the county during and after disasters and expand trauma-informed training for staff.	LEAD
Prioritize climate actions that also reduce other types of pollution, especially in areas disproportionately impacted by pollution and climate change.	LEAD, PARTNER & SUPPORT

## GOAL 4

## Advance food security efforts in alignment with the Strategic Food Security Plan.

NEAR-TERMS ACTIONS	COUNTY'S ROLE
Work with local organizations and governments to promote actions that reduce food insecurity and increase access to culturally and medically appropriate foods that meet dietary needs in the face of climate change.	LEAD & PARTNER
Strengthen the food safety net system; Break down barriers to food distribution, food sharing and food rescue.	LEAD & PARTNER
Expand food availability and affordability. Support farmers markets with resources and infrastructure, with support from the Supplemental Nutrition Assistance Program, State Health Insurance Assistance Program and Women, Infants and Children.	PARTNER & SUPPORT
Advocate for policy changes that support local and community-based agriculture to improve transportation and increase food access, especially in underrepresented and climate vulnerable communities.	LEAD
Develop and support policy and infrastructure updates to protect and expand existing community gardens.	LEAD
MID-TERM ACTIONS	COUNTY'S ROLE
Expand urban agriculture. Provide community resources to support development of more urban food gardens.	LEAD

# Clean Economy



- Build an economy that addresses climate change and creates equitable opportunities for people.
- Support workers and entrepreneurs to adapt their skills to green business needs, through inclusive strategies than help ensure living-wage careers in new and existing green industries.
- Become a leader in clean economy innovation by equitably supporting the growth of green businesses within the county.

## GOAL 1

**Help resident and business owner applicants in Ramsey County leverage applicable funding.**

NEAR-TERM ACTIONS	COUNTY'S ROLE
Develop web resource that describes current funding opportunities applicable to county residents and businesses in plain language.	PARTNER
MID-TERM ACTIONS	COUNTY'S ROLE
Develop print resources to share information about funding opportunities in community.	PARTNER
Provide technical assistance, data, resources and support to cities and community-based organizations with a presence in Ramsey County to pursue and leverage climate focused funding opportunities.	PARTNER

## GOAL 2

**Support the development and growth of businesses leading the just transition to a clean economy in alignment with the Economic Competitiveness and Inclusion Plan.**

MID-TERM ACTIONS	COUNTY'S ROLE
Work with regional partners to develop strategies that foster sustainable business development and coordination, tailored to each business district within the county.	PARTNER
Offer technical assistance to help businesses reduce their or their customers/clients' carbon emissions/carbon footprint.	LEAD
Promote more sustainable consumption where products are more durable, easier to repair, rent or share through training of employees, educating county residents and offering financial incentives for businesses that design sustainable products.	LEAD & SUPPORT

GOAL 2 CONTINUED ON NEXT PAGE →



## GOAL 2 CONTINUED

**Support the development and growth of businesses leading the just transition to a clean economy in alignment with the Economic Competitiveness and Inclusion Plan.**

LONG-TERM ACTIONS	COUNTY'S ROLE
Grow clean economy businesses through engagement with underrecognized and climate-vulnerable communities and partnerships with community-based organizations, educational institutions, commercial consortiums, unions and research labs.	LEAD & PARTNER
Support policies that expand transparency and documentation of the durability and reparability of products and materials.	PARTNER & SUPPORT
Develop climate goals and standards within development agreements.	LEAD & SUPPORT

## GOAL 3

**Support just workforce transitions into the green economy.**

NEAR-TERM ACTIONS	COUNTY'S ROLE
Identify and address barriers to learning about, training for and transitioning to new climate driven career pathways for residents who are unemployed or underemployed. Make efforts that are community-informed.	LEAD
Develop a "Workforce in the Green Economy Plan" for internal and partner use.	LEAD
Create and share a green economy page on the Ramsey County Means Business website. Provide information on job market trends and positions available in the clean economy.	LEAD
Invest in and support climate driven career paths in partnership with the Workforce Innovation Board of Ramsey County. Support jobseekers from underrecognized communities through innovative, holistic employment supports and partnerships with community-based organizations, educational institutions and other industry stakeholders.	LEAD

GOAL 3 CONTINUED ON NEXT PAGE →

## HOW CLEAN ECONOMY CONNECTS TO OTHER FOCUS AREAS

**Clean Transportation**

Multi-modal transportation networks increase the ability of underrecognized and vulnerable people to reach training and job centers.

**Climate Smart Natural Land**

Career pathways into alternative land management and sustainable agriculture are needed to keep natural lands healthy.

**Thriving Communities**

Support for underrecognized and vulnerable communities, such as housing stability, provides the foundation for a stable career.



### GOAL 3 CONTINUED

#### Support just workforce transitions into the green economy.

MID-TERM ACTIONS	COUNTY'S ROLE
Promote wage growth by creating and partnering with programs that train and upskill residents to adapt to careers in climate resilient industries.	LEAD & PARTNER
Provide training and technical assistance to current and emerging green businesses. Encourage them to be inclusive employers that support and retain employees who are underrepresented and climate-vulnerable residents.	LEAD
LONG-TERM ACTIONS	COUNTY'S ROLE
Expand or replicate community- and school-based programs that support STEM learning, career awareness and technical education programs within underrecognized and climate-vulnerable communities.	PARTNER

### HOW CLEAN ECONOMY CONNECTS TO OTHER FOCUS AREAS



#### Clean Energy and Efficient Buildings

Sustainable infrastructure development can create living wage careers and new business opportunities.



#### Healthy Lives

Financial, job and housing security can contribute to improved mental and physical health.



# Glossary

**Adaptation Strategies:** taking action to prepare for and adjust to both the current and projected impacts from climate change in both natural and built systems.

**Air Quality:** a measure of how clean or polluted the air is.

**Alternative Energy:** a source of energy that does not use resources in the direct production of energy, such as wind, solar, or tidal energy. These require materials to build, but not to produce energy. This term usually excludes nuclear energy, and always excludes fossil fuels.

**Carbon Dioxide (CO<sub>2</sub>):** a naturally occurring gas, CO<sub>2</sub> is also a by-product of burning fossil fuels (such as oil, gas, and coal), of burning biomass, of land use changes, and of industrial processes (e.g., cement production). It is the principal greenhouse gas produced by human activities.

**Carbon Footprint:** the amount of greenhouse gases and specifically carbon dioxide emitted by something (such as a person's activities or a product's manufacture, transport and use) during a given period.

**Carbon-Neutral:** achieving net-zero carbon dioxide emissions through the balance of residual carbon dioxide emissions with the same amount of carbon dioxide removal.

**Clean Economy:** an economy that is low-carbon and that produces goods and services with an environmental benefit.

**Clean Energy:** energy generated from renewable or carbon-free sources, as well as energy saved through energy efficiency measures.

**Clean Transportation:** technologies aimed at energy efficiency in transportation systems, switching from fossil fuels to renewable and clean technologies, improvements in public transit and non-motorized transportation systems and infrastructure, and travel demand management to reduce the negative effects caused by conventional technologies. Examples include light rail, bus rapid transit vehicles and systems, multimodal transit hubs, and traffic signal prioritization and coordination systems.

**Climate Driven Career Pathways:** life-sustaining jobs that contribute to climate change monitoring, planning, mitigation and/or adaptation activities.

**Climate Navigators:** communication professionals who increase community's understanding of both climate science and actions to take to prevent and respond to climate change.

**Climate Smart:** an adjective for a method or product that is designed to: (A) contribute as little as possible to climate change, and/or (B) one that plans to withstand a climate that has changed in the future.

**County Funded:** buildings or projects that may be owned by the county or received funding from county programs.

**Environmental Justice Areas of Concern:** census tracts where the number of people of color and/or Indigenous people is greater than 50% and/or more than 40% of the households have a household income of less than 185% of the federal poverty level. Also includes communities within Tribal boundaries.

**Environmental Justice:** the fair treatment and meaningful involvement of all people regardless of race, color, culture, national origin, income, and educational levels with respect to the development, implementation, and enforcement of protective environmental laws, regulations, and policies.

**Equity:** the proactive reinforcement of policies, practices, attitudes, and actions that produce fairness in power, access, opportunities, treatment, impacts and outcomes for all.

**FEMA:** Federal Emergency Management Agency.

**GHG Emissions:** refers to the release of greenhouse gasses and the gasses themselves. Common examples include carbon dioxide (CO<sub>2</sub>) and methane gas (CH<sub>4</sub>).

**Food Insecurity:** a lack of consistent access to enough food for every person in a household to live an active, healthy life.

**Climate Driven Career Pathways:** life-sustaining jobs that contribute to climate change monitoring, planning, mitigation and/or adaptation activities.

**Herbivore Mimicry:** an invasive plant management strategy that capitalizes on or imitates the low-impact of grazing animals.

**Mitigation (of climate change):** actions taken to reduce emissions or remove greenhouse gases from the atmosphere.

**MnDOT:** Minnesota Department of Transportation.

**Multi-modal Transportation Options:** transportation and land use planning that considers diverse transportation options, typically including walking, bicycling, public transit, and automobile, and accounts for land use factors (such as land use density and mix) that affect access to destinations.

**Resilience (to Climate Change):** the capacity of individuals, communities, businesses, buildings, infrastructure, or the natural environment to prevent, withstand, respond to and recover from disruptive events and continue to perform despite persistent stresses imposed by climate change. Both mitigation and adaptation are necessary for long-term resilience.

**STEM:** acronym for Science, Technology, Engineering, and Math fields.

**Sustainability:** creating and maintaining the conditions under which humans and nature can exist in productive harmony to support present and future generations.

**Telecommuting:** working from home, usually by using the phone or the internet.

**Transportation Demand Management Policies:** these policies prioritize increasing travelers' choices. Options to use different routes, using different modes of transportation, at different times of day are all encouraged by this design approach.

**Trusted Messengers:** a Ramsey County initiative started in 2020 to share COVID-19 information. The initiative uses a variety of community partnerships to deliver culturally relevant and language-appropriate information on Ramsey County programs and information.

**Urban Heat Island:** locations where the building materials and industrial activity make urban areas unusually hot compared to the surrounding region.

**Vulnerability:** the degree to which a system or community is susceptible to, or unable to cope with, adverse effects of climate change, including climate variability and extremes.

# Other Plans Referenced in This Document

**Strategic Priority** – Responding to climate change and increasing community resilience has been a county priority since July 2022. The county is committed to pursuing equitable, measurable, and impactful outcomes through climate mitigation and adaptation efforts in partnership with residents and community partners.

**2040 Comprehensive Plan** – Ramsey County’s draft 2040 Comprehensive Plan describes the county’s unique role in addressing regional prosperity, equity, livability, stewardship and sustainability over the next 20 years.

**State of MN Climate Action Framework** – This plan sets a vision for how our state will address and prepare for climate change. It identifies immediate, near-term actions we must take to achieve our long-term goal of a carbon-neutral, resilient, and equitable future for Minnesota.

**Equitable Development Framework** – The intent of this framework is to center racial equity in County land use development and economic development decisions. This means significantly reducing racial disparities, recognizing and working with community towards reconciliation for harm caused by historical racism and current conditions, and partnering with impacted neighborhoods and populations to create vibrant communities (with housing that is affordable to all, quality education, living wage jobs, etc.)

**Racial Equity Policy** – This policy is to advance racial equity by reducing racial and ethnic-based disparities. The county will do this by being equitable, inclusive, transparent, respectful, and impactful in how we serve and engage with residents, as well as the people who work for Ramsey County. The county recognizes and acknowledges this requires deconstructing barriers and changing systems, structures, policies, and outcomes.

**Natural Resources Management Plan** – Parks & Recreation’s mission in managing plant, animal and water resources is to provide an adequate sustainable habitat to support populations of native wildlife species within the county’s park system as defined by the Minnesota Department of Natural Resources. This plan describes how the Ramsey County Parks & Recreation Department will work to manage the diversity and quantity of our natural resources to provide the largest possible tracts of land that contain key wildlife habitats within the Ramsey County park system.

**Strategic Food Security Plan** – Ramsey County’s food security work centers equity to improve health and wellbeing by advancing food sovereignty, access, and justice to create a sustainable and resilient future that allows communities to thrive.

**Economic Competitiveness and Inclusion Plan** – Ramsey County is guided by a comprehensive economic development strategy, centered on equitable growth and strengthening economic competitiveness.

# Acknowledgements

Thank you to the Ramsey County community members who participated in online listening sessions, collaborated with our student partners, filled out online surveys and attended the climate action community conversations that we facilitated. This framework was developed to reflect your concerns, questions, and needs in the county's response to climate change.

**To the consultants and partner organizations who advised us throughout this framework development process:**

**Equity Strategies, LLC** – thank you for kickstarting our engagement process with thoughtful conversations that centered community member's voices.

**The Resilient Communities Project, University of Minnesota** – thank you for partnering us with ambitious and innovative student groups who pushed us to be progressive in our thoughts around inclusive engagement and internal capacity building.

**The Institute for Building Technology and Safety (IBTS)** – thank you for ensuring that equitable climate resilience was woven throughout this document.

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**To the county leaders and staff who contributed long hours, detailed analysis, engagement facilitation and thoughtful suggestions to support the development of this framework:**

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**The engagement facilitators:** William Moore, David Herrera Santacruz, Katie Keller, Debra Dahl, Tina Xiong, Andrea Mckennan, Nawal Ahmed, Tara Roffler, Gabe Reynolds, Kaija Schlangen, Gregory Goodwine, Nick Neylon, and Alexis Lipstein.

**The editors:** Larry Timmerman, Sarah Auten and Gretta Stark.



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RAMSEY COUNTY

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# Board of Commissioners

## Request for Board Action

**Item Number:** 2024-094

**Meeting Date:** 4/16/2024

**Sponsor:** County Manager's Office

**Title**

Agreement with Regions Hospital for Bedside Violence Intervention

**Recommendation**

1. Approve an agreement with Regions Hospital (640 Jackson St, Saint Paul, MN 55101) for bedside violence intervention for the period upon execution through April 1, 2025.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to agreements in a form approved by the County Attorney's Office.

**Background and Rationale**

The American Medical Association has declared U.S. gun violence a public health crisis. Nationally, African American men make up 6% of the U.S. population, but account for 51% of all homicide victims. Gun homicides are concentrated in cities; half of all gun homicides took place in just 127 cities, which represented nearly a quarter of the U.S. population. The homicide rate for African Americans in all 50 states is, on average, eight times higher than that of whites.

Gun violence disproportionately impacts our community as well, as disparities exist by race, gender, geography, and income. Census Bureau data reveals that in July 2017, there were 306,621 residents in Saint Paul and only 15.5% were African American, yet in 2017, 68% of 155 people shot in Saint Paul were African American (including African immigrants). The disparity increased in 2018, and as of November 7, 2018, 76% of 130 people shot in Saint Paul were African American. Males bare the overwhelming brunt of gun violence. In 2017, 84% of gunshot victims were male and in 2018, 93% of gunshot victims were male. In addition, African Americans have poorer health outcomes and face more barriers accessing health care; 33% are cost-burdened compared to 25% of whites, and median household income is \$25,517 compared to \$70,900.

The 2018 problem analysis conducted by the National Network for Safe Communities indicates that less than 0.1% of our county's population (0.26% of Saint Paul's population) is involved with group gun violence, which represents about 40% of non-fatal shootings and is concentrated in select neighborhoods.

Authorizing a service agreement between Regions Hospital and Healing Streets Project will allow staff to provide hospital-based bedside support to individuals impacted by group/gun violence. In addition, Healing Streets staff will have access to patients and their families throughout the duration of their hospital stay. Healing Streets bedside work includes Individual/Family case management, conflict resolution, connection to resources, mediation, and wrap-around supportive services. The goal for staff to work with patient and their families to create a wellness plan beyond their hospital length of stay.

Intentional outreach to individuals who have caused harm will allow staff to build relationships with those individuals, understand their barriers to success and wellness, provide needed support, and give them alternatives instead of continuing to cause harm to community. Critical to an effective outreach program will be the development of hospital programming designed to begin building relationships with people affected by gun

violence shortly after the violent incident that resulted in their hospitalization.

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

Ramsey County's work around group and gun violence has been centered in racial equity by working with people of color who have been impacted by gun violence to heal. This agreement with Regions Hospital adds an additional dimension to this commitment by investing back into communities, individuals, and families who have been affected by group/gun violence.

**Community Participation Level and Impact**

To give community members impacted by group/gun violence opportunities to receive wrap-around supportive resources, Healing Streets Project will partner with Regions Hospital to provide bedside violence intervention. Community members will also have access to on-going supportive services outside of Regions Hospital.

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

Existing personnel costs are funded by general county levy and American Rescue Plan Act funds which are included in the 2024-2025 budget. Currently, the personnel complement dedicated to this work includes five positions funded by county levy and up to six positions funded through American Rescue Plan Act.

**Last Previous Action**

On November 16, 2021, the Ramsey County Board of Commissioners approved the American Rescue Plan Act funds for violence prevention Initiatives (Resolution B2021-251).

**Attachments**

1. Ramsey County/Healing Streets Service Agreement



**SERVICES AGREEMENT**  
**BETWEEN**  
**RAMSEY COUNTY AND REGIONS HOSPITAL**

Regions Hospital, a Minnesota nonprofit corporation ("**Regions**"), and Ramsey County, a political subdivision of the State of Minnesota, on behalf of its Healing Streets Program ("**Healing Streets**"), enter into this Agreement as of April 1, 2024 ("**Effective Date**") to state the terms and conditions under which the parties will partner to offer community violence prevention programming and resources to patients and community members at Regions, located at 640 Jackson St., St. Paul, MN (the "**Services**").

**1. Healing Streets Responsibilities.**

- 1.1. Healing Streets will provide Community Mediators ("**Mediators**") when determined appropriate by Healing Streets to provide support to patients and family members who have been affected by community violence.
- 1.2. Mediators will be clearly identifiable by a uniform, name tag, or other form.
- 1.3. Healing Streets will supply each Mediator with any equipment necessary to perform the Services.
- 1.4. At Regions' request, Mediators will complete an orientation training presented by Regions prior to working on Regions' premises.

**2. Regions Responsibilities.**

- 2.1. A member of the care team will contact Healing Streets Director or designee to request a Mediator.
- 2.2. Regions staff will ask patients or family members to sign the authorization in Exhibit A.
- 2.3. Regions will maintain an Operational Committee to support and oversee the work of the Healing Streets program at Regions. The Operational Committee will meet periodically with the Healing Streets team members. No specific patients or family members will be disclosed at such meetings unless they have signed the authorization.
- 2.4. Mediators will be provided with complementary on-site parking access.

**3. Compliance with Legal Requirements and Hospital Policies.**

- 3.1. Compliance with Applicable Laws. The parties will comply with all federal, state, county and local laws, regulations, and ordinances in the performance of their respective responsibilities under this Agreement. This includes the Minnesota Government Data Practices Act.
- 3.2. Data Practices. The parties agree that all data collected, created, received, maintained, or disseminated for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 13.01 et seq., and its implementing rules.
- 3.3. Regions' Policies; Confidentiality of Patient Records. Mediators will comply with all applicable Regions' or HealthPartners' privacy, confidentiality, security, and patient safety policies while

on-site at Regions, including but not limited to the policies attached to this agreement as Exhibit A. Regions will not disclose protected patient information to Healing Streets without a valid signed patient authorization, attached to this Agreement as Exhibit B. Regions may, in its sole discretion, immediately restrict Healing Streets' access to its premises in response to a safety or privacy concern, or for any violation or suspected violation of its policies.

4. **Term and Termination.**

4.1.1. Unless earlier terminated as provided in this Agreement, the term of this Agreement will commence on the Effective Date and will continue for an initial term of one year. At the end of the initial term, this Agreement will automatically renew for successive one year terms, unless otherwise terminated as provided in this Agreement.

4.1.2. Either party may terminate this Agreement for any reason or no reason at all by providing thirty (30) days written notice to the other party.

4.1.3. If either party breaches a material term of this Agreement, the non-breaching party may, without prejudice to any right or remedy, give the breaching party seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the breaching party fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period. If Healing Streets is the breaching party, Regions may, in its discretion, immediately deny or restrict access to its premises during the cure period.

5. **Insurance.** The parties will purchase and maintain such insurance, or a self-funded program of insurance, as will protect each party from claims that may arise out of or result from the Services provided in this Agreement. Nothing in this Agreement shall be construed as a waiver of Minnesota Statutes, Chapter 466, which governs the liability limits of political subdivisions of the State of Minnesota.

6. **Assumption of Risk.** Healing Streets assumes all risks arising from and relating to performing program services on Regions' premises, including but not limited to, physical injury or contraction of contagious diseases.

7. **Mutual Indemnification.** Except for liability released in Section 6 of this Agreement, the responsible party shall indemnify, hold harmless and defend the claiming party, its affiliates, officials, agents, and employees, against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the claiming party may sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the responsible party, or its subcontractors, officers, agents or employees, in the execution, performance, or failure to adequately perform the responsible party's obligations under this Agreement.

8. **Independent Contractors.** The parties are at all times independent contractors. Nothing in this Agreement or in the relationship between the parties will be construed to make either party or any of their officers, agents, or employees an employee of or joint venturer of the other party for any reason, including without limitation, participation in any benefits or privileges given or extended by a party to its employees.

9. **Amendment.** This Agreement may only be amended in writing signed by the parties.

10. **Assignment.** The parties may not assign this Agreement or any right or obligation under this Agreement, including by a change in ownership or control of a party, without the prior written consent of the other party. If this Agreement is appropriately assigned, this Agreement will bind the parties and their successors and assigns.

11. **Notices.**

11.1. **General Notice.** Unless otherwise specified in this Agreement, any notice or other communication must be in writing and sent electronically via e-mail or through First Class United States mail to:

**To County at:**

Danny Givens  
Danny.givens@ramseycounty.us  
250 Courthouse  
15 W Kellogg Blvd.  
St. Paul, MN 55102

**To Regions at:**

Bret Haake MD  
Bret.c.haake@healthpartners.com  
640 Jackson St.  
Mailstop 11902C  
Saint Paul, MN 55101

11.2. **Notice of Dispute, Claim and Indemnity.** Any notice of dispute, indemnity, controversy or claim that may be asserted against the other party required under this Agreement must be in writing and will be deemed given or delivered when personally delivered or when deposited in the United States mail, certified or registered, return receipt requested, postage prepaid and properly addressed, or electronically to:

**To County at:**

County Manager's Office  
250 Courthouse  
15 W Kellogg Blvd.  
St. Paul, MN 55102

**To Regions at:**

Bret Haake MD  
Bret.c.haake@healthpartners.com  
640 Jackson St.  
Mailstop 11902C  
Saint Paul, MN 55101

**With a copy to:**

HealthPartners General Counsel  
P.O. Box 1309  
Minneapolis, MN 55440-1309

12. **Non-Waiver.** The rights and remedies of the parties are cumulative and not alternative. Neither the failure nor any delay by any party in exercising any right under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, and no single or partial exercise of any such right will preclude further exercise of such right or the exercise of any other right.

13. **Signatures and Counterparts.** This Agreement may be executed by any form of signature authorized by law. Each counterpart will be deemed an original copy of this Agreement and, when taken together, will be deemed to constitute one and the same agreement.

**RAMSEY COUNTY**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Approved as to form:

By: /s/ Lindsey Millard

Assistant Ramsey County Attorney

Date: April 11, 2024

**REGIONS HOSPITAL**

By [Signature]

Title Chief medical officer

Date 4/1/24

**Exhibit A      List of policies for on-site Healing Streets Mediators**

1. HealthPartners Privacy Policy, COMP-04
2. HealthPartners Confidentiality of Patient/Member Information-Colleague Access and Use Policy, HR07
3. HealthPartners Equal Opportunity, Anti-Discrimination, Anti-Harassment, and Anti-Sexual Harassment Policy, HR08

[Regions Letterhead]

Exhibit B

**Healing Streets Program**

Authorization for Disclosure of Patient Information

Healing Streets Project is an initiative of Ramsey County with a goal of providing a community-centered healing-based approach to end group and gun violence. Healing Streets violence prevention program has collaborated with Regions Hospital to incorporate community mediators to support patients and families following a violent event in the community. Healing Streets addresses group and gun violence in three ways: prevention, intervention, and healing. Healing streets community mediators will help people move to a safe space, and provide assistance with employment, job training, education, grief support, and/or health and mental health services.

Patient Name: _____		
Address: _____	Phone: (____) _____	
City: _____	State: _____	Zip: _____

**By signing below, I authorize Regions Hospital to release my name and contact information, room number or location in the Hospital, and any relevant health information, to the Ramsey County Healing Streets Program. I also authorize Ramsey County to release information about me to Regions as needed to coordinate my participation in the Healing Streets program while I am a patient.**

**I understand that:**

- A Healing Streets mediator may contact me directly regarding my participation in the Healing Streets Program.
- This authorization will be valid for 1 year from the date of my signature, unless a date, event or condition is otherwise specified.
- I understand I may revoke this consent to share information at any time by submitting a written request to Regions Hospital Health Information Management, 3800 Park Nicollet Blvd., Suite 120, St. Louis Park, MN 55416; Tel (952)-993-7600. The revocation will take effect upon receipt.
- I am not required to sign this document and am doing so voluntarily.
- Regions Hospital and HealthPartners will not withhold treatment or insurance payment based on whether I sign this form.
- Information released to Healing Streets is governed by the Minnesota Government Data Practices Act but may be redisclosed if required by law.

Signature of Patient/Patient's Legal Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

# Board of Commissioners

## Request for Board Action

**Item Number:** 2024-119

**Meeting Date:** 4/16/2024

**Sponsor:** Parks & Recreation

### Title

Adoption of the Ordinance to Accept the Land Donation of 0 Mystic Street, Saint Paul to Ramsey County and to Convey the Donated Land as Parkland

### Recommendation

Adopt the proposed ordinance to accept land donation of 0 Mystic Street, Saint Paul to Ramsey County and to convey the donated land as parkland.

### Background and Rationale

Ardella Ankrum is the fee owner of the property commonly known as "0 Mystic Street", legally described as Lot 40, Block 9, and that part adjoining Lots 29 and 30, Block 9 of Lot A, Burlington Heights Division No. 2, Ramsey County, Minnesota. Ms. Ankrum is proposing a donation of the property to Ramsey County as parkland. The property is located along the Mississippi River bluff line south of Lower Afton Road and is bordered by two existing Mississippi River Bluff Protection Open Space properties (currently Battle Creek Regional Park property).

The subject property is a landlocked parcel of land approximately .263 acres in size and is undevelopable due to existing topographic conditions. A due diligence review was completed for the subject property including a title review, site inspections and property appraisal. The property appraisal valued the property at \$14,300.

The Parks & Recreation department recommends approval for the donation of 0 Mystic Street to Ramsey County. In addition, the Parks & Recreation department recommends conveying 0 Mystic Street to parkland within Battle Creek Regional Park. This property is included in the Parks & Recreation department strategic acquisition plan for Battle Creek Regional Park and identified in the 2023 Battle Creek Regional Park Long-Range Plan Amendment. All cost associated with the land donation for 0 Mystic Street will be paid by Ramsey County totaling approximately \$1,765 and consists of a land appraisal, title review, closing costs, and property taxes.

### Acquisition Costs

Purchase Price	\$ 0 (Donation)
Closing Costs (Estimated)	\$ 350
Property Appraisal	\$ 1,200
O & E Title Report	\$ 75
<u>Taxes</u>	<u>\$ 140</u>
Total	\$1,765

The Ramsey County Home Rule Charter section 5.01 requires that certain acts of the Ramsey County Board shall be by ordinance, including 5.01.A.7 ("Convey or lease, or authorize the conveyance or lease of any park of lands of the County"). Although 5.01 is silent regarding real property acquisitions of park land pursuant to donation/gift, Section 5.04.A.8 specifically excludes "park land acquired by gift" from acts of the County Board pursuant to Resolution. Therefore, the appropriate procedure in this instance is by Ordinance under 5.01.



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

Land acquisition of this property will improve the overall public access into this section of Battle Creek Regional Park (aka. Mississippi Bluff Protection Open Space) in addition to providing natural resource protection of the bluff line along Highway 61. The surrounding neighborhoods are very diverse with approximately 67% people of color consisting of Black/African American, American Indian/Alaskan Native, Asian/Pacific Islander, and Hispanic/Latino populations. This property acquisition promotes outcomes of the 21st Century Park initiative for public access to park and recreation facilities, natural environments, and promotes climate action goals for protection of natural resources and canopy protection for a reduction of heat zones in urban areas.

**Community Participation Level and Impact**

Although there was no community participation for this land donation, this property was previously identified for potential acquisition as part of a 2020 Metropolitan Council process for regional park and trail system additions in 2020 and within the 2023 Battle Creek Regional Park Long-Range Plan. The development of the 2023 Battle Creek Regional Park Long-Range Plan included a robust community engagement process to reach as wide of an audience as possible, while also focusing on an equitable approach through a selection of engagement sessions in order to reach as racially diverse audience as possible.

Engagement material and community notifications for the 2023 Battle Creek Long-range plan were available in multiple languages to maximize awareness and engagement opportunities. To ensure opinions of a racially diverse audience were included in the master plan, Parks & Recreation held pop-up meetings at various community festivals, events, and at reservations made at the Battle Creek Regional Park pavilion. The Battle Creek Regional Park Long-Range plan can be viewed and downloaded at:

<https://www.ramseycounty.us/residents/parks-recreation/planning-construction-restoration/battle-creek-regional-park-master-plan>

On April 9, 2024, a public hearing was held on the proposed ordinance to allow for the public to comment. There were no comments received for the proposed land ordinance.

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

The total acquisition cost for the property donation at 0 Mystic Street, Saint Paul is \$1,765. Funding for the acquisition includes \$1,765 from the 2024 Parks budget. The Parks and Recreation department will provide ongoing land maintenance through Regional Parks and Open Spaces Operation & Maintenance funds. Operation and maintenance funding for regional parks and open spaces provides resources to implement maintenance and operation activities to the regional parks and trails within Ramsey County.

**Last Previous Action**

On April 9, 2024, the Ramsey County Board waived the second reading and held a public hearing on the proposed ordinance (Resolution B2024-060).

On March 12, 2024, the Ramsey County Board waived the first reading and set the public hearing date for April 9, 2024 (Resolution 2024-054).

**Attachments**

1. Proposed Ordinance
2. Proposed Schedule

OFFICIAL SUMMARY OF AN ORDINANCE APPROVING THE LAND DONATION OF 0 MYSTIC  
STREET, SAINT PAUL TO RAMSEY COUNTY AND TO CONVEY THE DONATED LAND AS  
PARKLAND

This Ordinance authorizes the land donation between the County of Ramsey and Ardella Ankrum. The parcel owned by Ardella Ankrum is adjacent to land within Battle Creek Regional Park.

Ordinance No. \_\_\_\_\_

AN ORDINANCE APPROVING THE LAND DONATION OF 0 MYSTIC STREET, SAINT PAUL TO RAMSEY COUNTY AND TO CONVEY THE DONATED LAND AS PARKLAND

WHEREAS, Ardella Ankrum is the fee owner of the property commonly known as "0 Mystic Street", legally described as Lot 40, Block 9, and that part adjoining Lots 29 and 30, Block 9 of Lot A, Burlington Heights Division No. 2, Ramsey County, Minnesota; and

WHEREAS, Ms. Ankrum is proposing a donation of the property to Ramsey County as parkland; and

WHEREAS, The property is located along the Mississippi River bluff line south of Lower Afton Road and is bordered by two existing Mississippi River Bluff Protection Open Space properties (currently Battle Creek Regional Park property); and

WHEREAS, The subject property is a landlocked parcel of land approximately .263 acres in size and is undevelopable due to existing topographic conditions; and

WHEREAS, A due diligence review was completed for the subject property including a title review, site inspections and property appraisal. The property appraisal valued the property at \$14,300; and

WHEREAS, The Parks & Recreation department recommends approval for the donation of 0 Mystic Street to Ramsey County. In addition, the Parks & Recreation department recommends conveying 0 Mystic Street to parkland within Battle Creek Regional Park; and

WHEREAS, All cost associated with the land donation for 0 Mystic Street will be paid by Ramsey County totaling approximately \$1,765 and consists of a land appraisal, title review, closing costs, and property taxes; and

WHEREAS, The Ramsey County Home Rule Charter section 5.01 requires that certain acts of the Ramsey County Board shall be by ordinance, including section 5.01.A.7 ("Convey or lease, or authorize the conveyance or lease of any park or lands of the County"); and

WHEREAS, Section 5.01 is silent regarding real property acquisitions of park land pursuant to donation/gift, section 5.04.A.8 specifically excludes "park land acquired by gift" from acts of the County Board pursuant to Resolution; therefore, the appropriate procedure in this instance is by Ordinance under section 5.01; and

WHEREAS, The Ramsey County Home Rule Charter section 5.02 states each proposed ordinance shall receive two readings: first, at the time it is presented, and second, at the time of the public hearing as required by law; and

WHEREAS, Both readings may be waived if a copy of the ordinance is supplied to each member of the County Board prior to its introduction; and

THE BOARD OF COMMISSIONERS OF THE COUNTY OF RAMSEY DOES ORDAIN, the land donation between the County of Ramsey and Ardella Ankrum as part of Battle Creek Regional Park and described in Attachment 1, is hereby approved;

And Does Further

ORDAIN, That the Chair and Chief Clerk are authorized to execute the documents necessary to implement the land donation; and Does Further

ORDAIN, That this Ordinance shall not be effective until forty-five (45) days after publication of the Ordinance and the minutes in order to permit filing of any initiative and referendum in accordance with the Ramsey County Home Rule Charter.

Proposed Ordinance to Accept Land Donation of 0 Mystic Street, Saint Paul to Ramsey County and to Convey the Donated Land as Parkland.

Proposed Dates

March 19	Waive First Reading and set Public Hearing Date
March 27	Publication of County Notice in Official Newspaper – Press Publication
April 9	Waive Second Reading and Hold Public Hearing
April 16	Action on Ordinance
May 31	Ordinance becomes effective after forty-five (45) day waiting period (Referendum petition requirement).