



# Board of Commissioners

## Agenda

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

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August 20, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

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### ROLL CALL

### PLEDGE OF ALLEGIANCE

### LAND ACKNOWLEDGEMENT

- 1. Agenda of August 20, 2024 is Presented for Approval** [2024-253](#)  
Sponsors: County Manager's Office  
Approve the agenda of August 20, 2024.
- 2. Minutes from August 13, 2024 are Presented for Approval** [2024-254](#)  
Sponsors: County Manager's Office  
Approve the August 13, 2024 Minutes.

### PROCLAMATION

- 3. Proclamation: Child Support Awareness Month** [2024-354](#)  
Sponsors: County Attorney's Office

### ADMINISTRATIVE ITEMS

- 4. Ramsey County 2024 Cooperative Deer Management Plan** [2024-351](#)  
Sponsors: Parks & Recreation  
Approve the Ramsey County Cooperative Deer Management Plan for 2024.
- 5. Grant Agreement with Minnesota Pollution Control Agency for Stormwater Redevelopment Planning and Design at Battle Creek Regional Park** [2024-337](#)  
Sponsors: Parks & Recreation
  1. Ratify the submittal of the grant application to Minnesota Pollution Control Agency to conduct a planning and design project at Battle Creek Regional Park for stormwater redevelopment.
  2. Accept a grant award and approve a grant agreement with Minnesota Pollution Control Agency for the Overflow Sewer Grant Program upon execution through January 30, 2025, in the amount of \$240,000.

- 3. Authorize the Chair and Chief Clerk to execute the grant agreement.
- 4. Authorize the County Manager to execute amendments to grant agreement in accordance with the county’s policies and procedures, including changes to grant award amounts and grant extensions.
- 5. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county’s procurement policies and procedures, provided the amounts are within the limits of the grant funding.

**6. Agreement with Minnesota Department of Transportation and Washington County for the Jurisdictional Transfer of Century Avenue [2024-349](#)**

Sponsors: Public Works

- 1. Approve the agreement with the Minnesota Department of Transportation and Washington County for the jurisdictional transfer of Century Avenue (Trunk Highway Number 120), between Trunk Highway Number 694 and County Road E.
- 2. Authorize the Chair and Chief Clerk to execute the agreement.

**7. 2025 Recycling & Energy Board Joint Activities Budget [2024-350](#)**

Sponsors: Public Health

Accept and approve the 2025 Ramsey/Washington Recycling & Energy Board Joint Activities Budget as recommended by the Ramsey/Washington Recycling & Energy Board.

**COUNTY CONNECTIONS**

**OUTSIDE BOARD AND COMMITTEE REPORTS**

**BOARD CHAIR UPDATE**

**ADJOURNMENT**

Following County Board Meeting:

10:30 a.m.(est) Board Workshop: Preparations for the 2024 Presidential Election - Courthouse Room 220, Large Conference Room

Public access via Zoom: <https://zoom.us/j/94524051145?pwd=c2t3RIUxRnJldGpaNzIxY0tWdDI3dz09>  
 Webinar ID: 945 2405 1145 | Passcode: 590044 | Phone: 651-372-8299

1:30 p.m. Board Workshop: Artificial Intelligence: Partnering with Technology for a Brighter Future - Courthouse Room 220, Large Conference Room

Public access via Zoom: <https://zoom.us/j/94953338288?pwd=U2lzdK1Lb3FNUUh5Z2hhYy80c0tFZz09>  
 Webinar ID: 949 5333 8288 | Passcode: 935830 | Phone: 651-372-8299

Advance Notice:

August 27, 2024 County board meeting – Council Chambers  
 September 3, 2024 County board meeting – Council Chambers  
 September 10, 2024 No county board meeting – Association of Minnesota Counties Fall Policy

Conference

September 17, 2024 County board meeting – Council Chambers



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2024-253

**Meeting Date:** 8/20/2024

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**Sponsor:** County Manager's Office

**Title**

Agenda of August 20, 2024 is Presented for Approval

**Recommendation**

Approve the agenda of August 20, 2024.



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2024-254

**Meeting Date:** 8/20/2024

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**Sponsor:** County Manager's Office

**Title**

Minutes from August 13, 2024 are Presented for Approval

**Recommendation**

Approve the August 13, 2024 Minutes.

**Attachments**

1. August 13, 2024 Minutes



# Board of Commissioners

## Minutes

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

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**August 13, 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: Frethem, McGuire, Moran, Ortega, Xiong and Chair Reinhardt. Also present were Johanna Berg, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

### ROLL CALL

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

### PLEDGE OF ALLEGIANCE

### LAND ACKNOWLEDGEMENT

Read by Commissioner Moran.

1. Agenda of August 13, 2024 is Presented for Approval [2024-251](#)

Sponsors: County Manager's Office

Approve the agenda of August 13, 2024.

Motion by McGuire, seconded by Ortega. Motion passed.

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

2. Minutes from August 6, 2024 are Presented for Approval [2024-252](#)

Sponsors: County Manager's Office

Approve the August 6, 2024 Minutes.

Motion by Ortega, seconded by Frethem. Motion passed.

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

### ADMINISTRATIVE ITEMS

3. Hold a Closed Meeting: Strategy for Labor Negotiations [2024-345](#)

Sponsors: Human Resources

Hold a closed meeting of the Ramsey County Board of Commissioners on Tuesday, August 13, 2024 under Minnesota Statutes Section 13D.03 to consider strategy for labor negotiations - pursuant to Minnesota Statutes Section 13D.021, the meeting will take place in-person at 10:30 a.m.

Motion by Moran, seconded by Ortega. Motion passed.

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

Resolution: [B2024-155](#)

4. Grant Agreement with the Metropolitan Council for Battle Creek Waterworks [2024-334](#)
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## Facility Improvements

Sponsors: Parks & Recreation

1. Accept a grant award and approve a grant agreement with the Metropolitan Council for Fiscal Year 2024 state of Minnesota Modernization Funds for Battle Creek Waterworks Facility Improvements for the period of grant execution through June 30, 2027, in the amount of \$1,313,520.
2. Authorize the Chair and Chief Clerk to execute the grant agreement.
3. Authorize the County Manager to enter into agreements and execute amendments to agreements, in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Motion by Moran, seconded by Ortega. Motion passed.

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

Resolution: [B2024-156](#)

5. Joint Powers Agreement with the City of White Bear Lake for Construction and Long-term Maintenance of Phase 1 Trail Section of the Bruce Vento Regional Trail [2024-336](#)

Sponsors: Parks & Recreation

1. Approve the Joint Powers Agreement with city of White Bear Lake for Construction and Long-term Maintenance of the Phase 1 Trail Section of the Bruce Vento Regional Trail for a period of 50 years with an automatic 50-year extension upon initial term expiration.
2. Authorize the Chair and Chief Clerk to execute the Joint Powers Agreement.
3. Authorize the County Manager to enter into agreements and amendments to this agreement, in accordance with the county's procurement policies and procedures, and in a form acceptable with the Ramsey County Attorney Office.

Motion by Moran, seconded by Ortega. Motion passed.

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

Resolution: [B2024-157](#)

6. Public Works Construction Quarterly Report for April 1, 2024 through June 30, 2024 [2024-338](#)

Sponsors: Public Works

Accept the Public Works Construction Quarterly Report for the period of April 1, 2024 through June 30, 2024.

Motion by Moran, seconded by Ortega. Motion passed.

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

Resolution: [B2024-158](#)

7. Agreement with ESI Legacy Holdco, Inc. dba Metro Elevator for the Law Enforcement Center Elevator Modernization Project [2024-341](#)

Sponsors: Property Management

1. Approve the selection of and agreement with ESI Legacy Holdco, Inc. dba Metro Elevator, 1721 Mainstreet, Hopkins, MN 55343, for the Law Enforcement Center Elevator Modernization project, for the period of August 14, 2024 through August 13, 2025, in the not-to-exceed amount of \$1,678,700.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance

with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

Motion by Moran, seconded by Ortega. Motion passed.

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

Resolution: B2024-159

## **POLICY ITEM**

8. Amendment to Association of Minnesota Counties Board of Directors Appointment [2024-368](#)

Sponsors: Board of Commissioners

Appoint Commissioner Xiong as the alternate to the Association of Minnesota Counties Board of Directors for the remainder of 2024.

Motion by Frethem, seconded by McGuire. Motion passed.

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

Resolution: B2024-160

9. Presentation: Proposed Special Service Improvement District Expansion for Downtown Saint Paul [2024-340](#)

Sponsors: Property Management

None. For information and discussion only.

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 Reinhardt. Discussion can be found on archived video.

## **ADJOURNMENT**

Chair Reinhardt declared the meeting adjourned at 10:24 a.m.

## **CLOSED MEETING**

Pursuant to Minnesota Statutes Section 13D.03 (Labor Negotiation Strategy Discussion) in order to discuss labor negotiation strategies, the Ramsey County Board will meet in a closed meeting, which is not open to the public.

In Re Labor Negotiation Strategy Discussion.

The Closed Meeting was called to order at 10:43 a.m. with the following members present: Commissioners Frethem, McGuire, Moran, Ortega, Xiong and Chair Reinhardt. Also present: Johanna



Berg, County Manager; Jada Lewis, Director of Civil Division, Office of the Ramsey County Attorney; Cassy Fogale, Labor Relations Manager, Human Resources Department; Susan Earle, Interim Chief Finance Officer, Finance; Alex Kotze, Interim Deputy County Manager, Health & Wellness Service Team; Ling Becker, Director, Workforce Solutions Department and incoming County Manager; Morgan Reiman-Nagel, Data Compliance Manager, Compliance & Ethics Office; Mandy Malecek, Enterprise Risk Manager, Compliance & Ethics Office; Jason Patten, Claims Analyst, Compliance & Ethics Office; Gina Kalis, HR Program Assistant, Human Resources Department; Madeline Kalgren, Labor Relations Specialist, Human Resources Department; Wesley DeBerry, Labor Relations Specialist, Human Resources Department; Maria Zelinsky, HR Program Administrator, Human Resources Department; and Mee Cheng, Chief Clerk - County Board, County Manager's Office. Commissioner Frethem left the meeting at 11:45 a.m. and Commissioner Moran joined the meeting at 11:50 a.m.

Motioned by Commissioner Xiong, seconded by Commissioner Ortega. Unanimously approved.

NOW, THEREFORE, BE IT RESOVLED, the Board of Ramsey County Commissioners authorizes the Office of the Ramsey County staff to proceed as discussed in this closed meeting (B2024-161).

The closed meeting was adjourned at 12:09 p.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:** 2024-354

**Meeting Date:** 8/20/2024

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**Sponsor:** County Attorney's Office

**Title**

Proclamation: Child Support Awareness Month

**Attachments**

1. Proclamation

# Proclamation

WHEREAS, The month of August is national Child Support Awareness Month; and

WHEREAS, It is a time to raise awareness of the mission and initiatives of the Child Support Services Division of the Ramsey County Attorney's Office; and

WHEREAS, It is also a time to acknowledge and show appreciation for the work of child support employees; and

WHEREAS, Child Support employees are committed to public service and the well-being of families; and

WHEREAS, Children are the community's most valuable resource and financial stability is vital to their well-being; and

WHEREAS, Child support helps families achieve financial stability and move away from reliance on public assistance programs; and

WHEREAS, The goals of the child support program are best achieved through an approach that recognizes and honors the unique needs of the whole family; and

WHEREAS, Ramsey County works to promote equitable child support services through legislative and policy changes; and

WHEREAS, Ramsey County Child Support employees serve nearly 23,000 children and their parents by establishing legal parentage, locating parents, obtaining child support orders, and collecting and disbursing over \$40 million in child support payments; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares August 2024 as Child Support Awareness Month in Ramsey County; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners recognizes the employees of the Child Support Services Division of the Ramsey County Attorney's Office who make a positive difference in the lives of children and their families, and who, through their work, build a stronger community.



Victoria Reinhardt, Commissioner, District 7



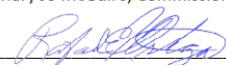
Nicole Frethem, Commissioner, District 1



Mary Jo McGuire, Commissioner, District 2



Rena Moran, Commissioner, District 4



Rafael Ortega, Commissioner, District 5



Mai Chong Xiong, Commissioner, District 6



Johanna Berg, County Manager



# Board of Commissioners

## Request for Board Action

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

**Item Number:** 2024-351

**Meeting Date:** 8/20/2024

**Sponsor:** Parks & Recreation

**Title**

Ramsey County 2024 Cooperative Deer Management Plan

**Recommendation**

Approve the Ramsey County Cooperative Deer Management Plan for 2024.

**Background and Rationale**

On December 14, 1999, by Resolution 99-500, the Ramsey County Board of Commissioners approved the Cooperative Deer Management Plan. The cities of Saint Paul, Maplewood, Little Canada, Vadnais Heights, Shoreview and White Bear Township are participants in the Cooperative Deer Management Plan that involves the removal of deer on Ramsey County properties.

The Cooperative Deer Management Plan seeks to manage the deer populations in the county through the use of archery and/or sharp shooting, in cooperation with neighboring municipalities. Deer populations that exceed the social or carrying capacity of the land can be detrimental to the overall health of the herd and impact the public through increased car/deer collisions and through the spread of deer ticks that may carry Lyme disease.

Ramsey County sets population goals of 15-20 deer per square mile of deer habitat, as recommended by the Minnesota Department of Natural Resources. The deer population exceeds the overall goal of 15-20 per square mile of deer habitat in certain areas.

During the most recent survey, conducted in 2022, a total of 175 deer were observed within the survey boundaries. In the fall of 2023, 72 deer were harvested through the special archery hunts and an additional 30 deer were harvested through sharp shooting.

Based on the 2024 Program, the Parks and Recreation department, in cooperation with the affected municipalities, proposes conducting special archery hunts during the regular archery season, to run from October 21 to December 15, 2024, on seven county sites. Participants for these hunts will be selected by the Metro Bowhunters Resource Base. It is anticipated that these special archery hunts will remove 45-62 deer. Sharpshooting is proposed in select areas with elevated populations. No areas meet these criteria at this time. Parks and Recreation staff have worked with the United States Department of Agriculture and local Minnesota Department of Natural Resources conservation officers to donate all deer harvested through sharp shooting to those in need.

The Ramsey County Parks and Recreation Commission reviewed the 2024 Cooperative Deer Management Program.

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

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

Deer density has prompted continued deer control in some of Ramsey County's most diverse communities, such as Battle Creek Regional Park. The removal will reduce herd stress, deer car collisions and lower the potential for tick-borne illness within this area.

**Community Participation Level and Impact**

The Deer Management Plan is a cooperative effort that involves the county and affected municipalities. In addition, the Ramsey County Parks and Recreation Commission, a citizen advisory group appointed by the Ramsey County Board of Commissioners, annually reviews and offers input to the plan.

Through participation with Metro Bowhunters Resource Base, a non-profit organization that collaborates with residents to keep deer herds at sustainable levels, residents are empowered to care for Ramsey County natural resources and collaborate with their neighbors to maintain healthy deer herds. Any deer harvested by sharp shooting is donated to families in need.

The Parks and Recreation department maintains past and current data from the implementation of each year's Cooperative Deer Management Plan on the Ramsey County Open Data portal bringing informative and data driven story to residents.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Costs to the county for this program include staff time for the deer counts and coordination of the plan, rental of a helicopter for aerial counts and a contribution of up to \$5,000 towards the cost of the sharpshooter if this management tool is required. Funding for these costs is included in the 2024 operating budget of the Parks and Recreation department.

**Last Previous Action**

On August 8, 2023, the Ramsey County Board approved the 2023 Cooperative Deer Management Plan (Resolution B2023-126).

**Attachments**

1. 2024 Ramsey County Cooperative Deer Management Plan

## **Ramsey County Parks and Recreation Department 2024 Ramsey County Cooperative Deer Management Plan**

The Ramsey County Board of Commissioners, in December of 1999, approved a deer population management plan. Since the approval of the plan, the Ramsey County Parks & Recreation department has implemented an annual deer management program, which includes population evaluations and management. Locations for deer management are set from aerial deer survey, hunter statistic and human-deer interaction data. Management tools can then be chosen to maintain or reduce deer numbers in these areas.

With guidelines provided from the Minnesota Department of Natural Resources wildlife management department, the Ramsey County deer population goal is set at 15-20 deer per square mile of deer habitat. Management tools are implemented in areas that exceed this population goal or where the social carrying capacity (deer population level at which people can tolerate or accept the problems associated with a deer herd) is elevated. Deer herd populations that exceed the carrying or social capacity of the land can be detrimental to the overall health of the herd and impact the public through increased auto/deer collisions and the spread of deer ticks that may carry Lyme disease. The 2024 management program was reviewed by the Ramsey County Parks Commission members.

### Aerial Deer Survey and Population Estimates

An aerial survey was not completed in 2024, due to minimal to no snowpack. A 12-inch snowpack is ideal to be able to see the deer well. A survey was completed in 2023 and a total of 175 deer were counted in mid-February and early March, which was a decrease since the last survey completed in 2021, when a total of 447 deer were observed. The deer count was lower in 2023 partially due to survey areas being reduced because of decreasing snow cover, which also made for poor visibility in areas that were surveyed. Survey conditions and locations are taken into consideration when making management decisions. (See Attachment 1 for the 2023 aerial survey map)

### Annual Archery Program

Annual archery hunts are held at select Ramsey County operated park locations, in conjunction with neighboring municipalities to maintain or reduce the deer population. Several other agencies and municipalities are conducting or planning deer management programs within their jurisdiction, in addition to the management programs on county property. These include the Arden Hills Army Training Site, H.B. Fuller and the cities of Little Canada, Maplewood, North Oaks, Shoreview, Saint Paul and Roseville. The cities of Gem Lake, Vadnais Heights and White Bear Township still allow archery hunting on private property under certain city criteria.

The Ramsey County Parks & Recreation department, in cooperation with the associated municipalities, is proposing to conduct special archery hunts on 7 county properties in the fall of 2023. Ramsey County Parks, in coordination with Ramsey County Property Management, has expanded the Battle Creek Park hunt to include Boy's Totem Town for the second year. (See Attachment 2 – 2023 hunt information)

The program will be conducted using special archery hunts during the regular State of Minnesota archery season. Participants will be selected through the Metro Bowhunters Resource Base (MBRB), a non-profit organization who coordinates volunteer archers from the public. Hunts will be restricted to dates established by the Ramsey County Parks & Recreation department. Archers will be allowed to keep the deer shot during the regular season. These hunts are expected to remove approximately 45 - 62 deer. A total of 72 deer were harvested during the 2023 season. Attachment 3 includes the 2023 hunt summary and harvest statistics.

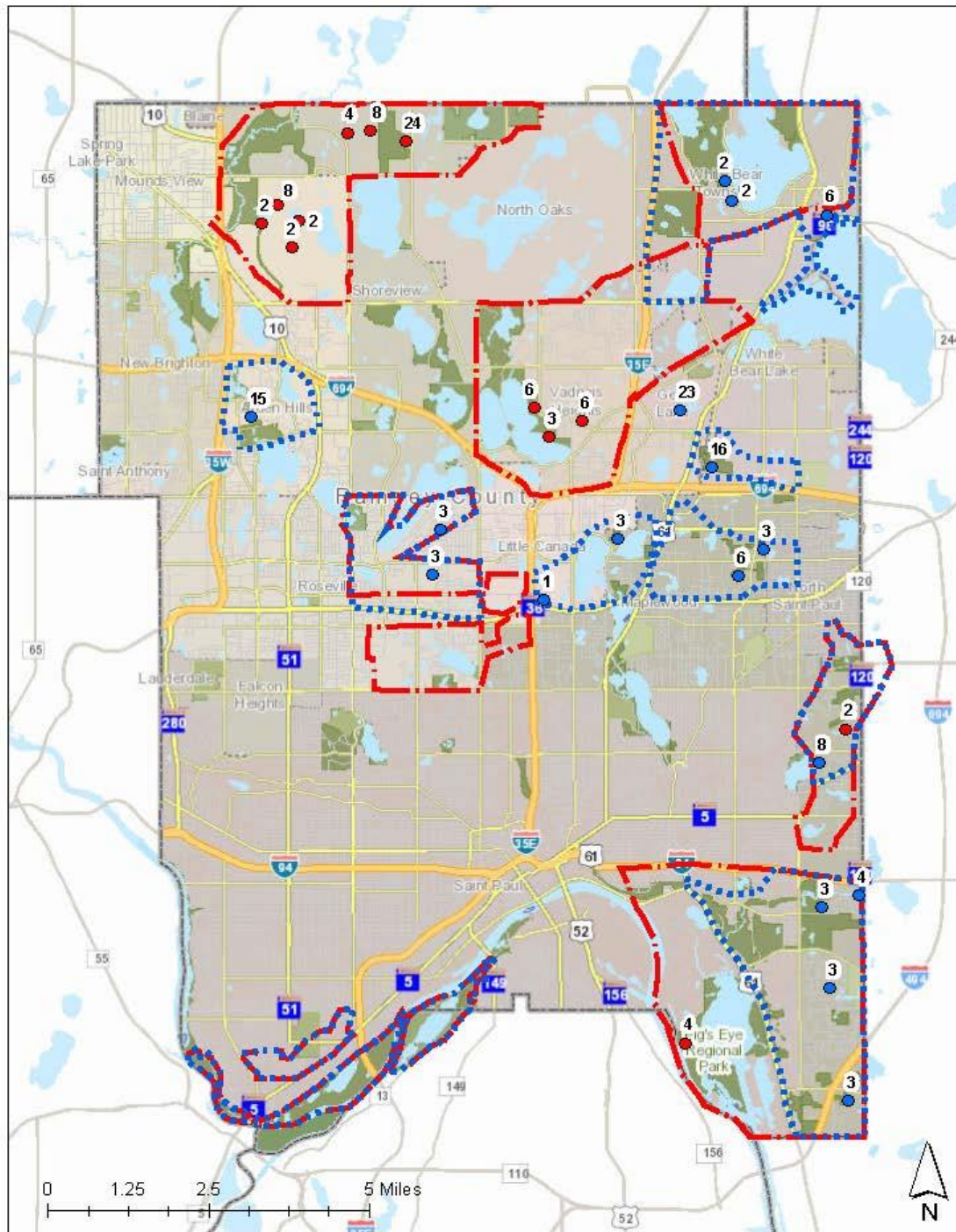
Sharp Shooting Program

Firearm sharpshooting can be used to quickly reduce numbers to a safe level in areas where the deer herd has far exceeded the population goal. The Ramsey County Parks & Recreation department first used sharpshooting in 2005 as a deer reduction option in conjunction within the cities of Maplewood and St. Paul. In 2014, 2015, and 2016 the Ramsey County Parks & Recreation department aided the City of Maplewood with coordinating sharpshooting on city and county land in northern sections of Maplewood. In 2017, 2018, 2019, 2020, 2021, 2022 and 2023 the City of Maplewood, City of Saint Paul and Ramsey County Parks & Recreation department coordinated with the United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services for the removal of deer through sharp shooting within southeastern Ramsey County. The total deer removed through sharp shooting and general locations is listed in the table below:

Location	City	2005	2014	2016	2017	2018	2019	2020	2021	2022	2023
Highwood Ave area	St. Paul / Maplewood	200			64	33	22	14	50	20	30
Larpenteur / Century area	Maplewood		120	75							
	Annual totals	200	120	75	64	33	22	14	50	20	30
	Permitted take / Goal	200	120	75	100	75	75	50	50	50	50

In 2023, 300 deer were removed, successfully reducing the deer population within the Highwood Ave area. The Ramsey County Parks & Recreation department, in cooperation with the affected municipalities, is proposing to allow sharpshooting on county land for the winter of 2024/2025 in select areas where the number of deer exceed the social or carrying capacity of the land, which is usually elevated at 3 to 10 times the population goal of 15-20 deer per square mile of deer habitat.

**Attachment 1**  
**2022 Aerial Deer Survey Map**



- Deer counted mid Feb., 71 deer total
- Deer counted early March, 104 deer total
- Survey Area early March
- Survey Area Mid Feb

Ramsey County Deer Survey 2023

Conditions were poor during the mid-February survey, which prompted the re-survey of certain areas in early March. The early March conditions were fair to poor in certain areas. Survey conditions should be taken into consideration when making management decisions.



**Attachment 2**

**Ramsey County Parks and Recreation Department  
Ramsey County Cooperative Deer Management Archery Program (Fall 2024)\***

<b>Site</b>	<b>max # of hunters</b>	<b>expected harvest</b>
<b>(Fri-Sun)</b>		
Poplar Lake	8	4-8
Pig's Eye	18	8-10
Fish Creek	12	6-8
Turtle Creek	10	4-6
<b>(Mon-Wed)</b>		
Battle Creek & Boys Totem Town	15	7-10
Vadnais	20	10-12
<u>Rice Creek North Trail</u>	<u>7</u>	<u>4 - 6</u>

\* All sites will have two 3-day hunts during October, November or December.  
They will be Fri-Sun or Mon-Wed.

### Attachment 3

#### **Ramsey County Parks and Recreation Department 2023 Special Archery Deer Hunt Summary**

##### Archery Hunts

Ramsey County Parks and Recreation department's 24rd annual special permit archery hunt, in conjunction with St. Paul, Maplewood, Little Canada, Vadnais Heights, Shoreview, and White Bear Township, was a safe and successful season. There were multiple 3-day hunts in October, November, and December within 7 Ramsey County sites. Ramsey County assisted with the hunt coordination on two non-Ramsey County sites, which included Crosby Park and Highland Park in St. Paul.

A total of 72 deer were harvested in 2023, compared to 61 in 2022. The 2023 deer harvest included: 21 adult doe, 16 fawn doe, 29 adult bucks, and 6 fawn bucks (see attached table). The antlerless harvest rate was 67% in 2023, which is a 6% increase from 2022. The overall success rate for the special archery hunts was 72% in Ramsey County; state average for archery is 25%.

Minnesota Bowhunters Resource Base (MBRB) provided 9 archers, not including hunt coordinators. No safety problems were reported during any of the hunts. Some park users continued to use the park trails during the hunts, even with "park closed" signage. This is an annual occurrence and archers have adapted to the potential of having park patrons in the hunt areas.

#### **2023 HARVEST STATS**

<b>Ramsey County Site</b>	<b>Adult Buck</b>	<b>Adult Doe</b>	<b>Fawn Doe</b>	<b>Fawn Buck</b>	<b>Site Total</b>
Battle Creek	11	5	5	4	25
Fish Creek	6	2	3	0	11
Pigs Eye	4	4	2	1	11
Poplar Lake	1	3	2	0	6
Rice Creek	4	1	2	0	7
Turtle Creek	0	1	1	0	2
Vadnais Hts	3	5	1	1	10
TOTALS	29	21	16	6	72

# Board of Commissioners

## Request for Board Action

Item Number: 2024-337

Meeting Date: 8/20/2024

**Sponsor:** Parks & Recreation

**Title**

Grant Agreement with Minnesota Pollution Control Agency for Stormwater Redevelopment Planning and Design at Battle Creek Regional Park

**Recommendation**

1. Ratify the submittal of the grant application to Minnesota Pollution Control Agency to conduct a planning and design project at Battle Creek Regional Park for stormwater redevelopment.
2. Accept a grant award and approve a grant agreement with Minnesota Pollution Control Agency for the Overflow Sewer Grant Program upon execution through January 30, 2025, in the amount of \$240,000.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to execute amendments to grant agreement in accordance with the county's policies and procedures, including changes to grant award amounts and grant extensions.
5. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

**Background and Rationale**

The eastern trails area of Battle Creek Regional Park is home to a very large and complex wetland ecosystem that meanders through prairies, oak savannah, and woodlands. Current stormwater infrastructure, which moves water through the park, is beyond its life cycle and showing signs of wear and tear. The result is localized floods, erosion, and damage to natural resources. Funding was required to be able to remediate the most severe infrastructure issues. Parks and Recreation will develop a plan with the assistance of the Minnesota Pollution Control Agency (MPCA) to identify how this complex system works. This plan will address stormwater storage and treatment to reduce localized flooding in adjacent neighborhoods. The resulting infrastructure can be considered a park amenity since it will bring open water areas into the public view. This project will serve as an excellent opportunity to educate park users and create unique areas for the public to interact with large scale stormwater infrastructure. Parks and Recreation will conduct a planning and design project that includes engineering and design for the redevelopment of existing stormwater, flood, and wetland infrastructure at Battle Creek Regional Park.

Workplan objectives are:

- Perform a geotechnical analysis to obtain information on the physical properties of soil and underlying rock.
- Perform a topographic survey to map the natural and man-made feature of the project area.
- Perform an engineering analysis, storm water and flood modeling of the project area.
- Assemble a report detailing the design, drainage, restoration plans and construction development.

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

Well-being

Prosperity

Opportunity

Accountability

**Racial Equity Impact**

Battle Creek Regional Park is located in a highly underserved community of approximately 37% people of color and concentrated poverty of approximately 20% in the city of Saint Paul. This project will focus on treating and storing storm water to reduce localized flooding in adjacent communities. The project scope will occur in a degraded natural area that has significant racial equity disparities to high quality natural environments. Degraded natural resource environments cause a lack of balance that effects the ecosystem ability to mitigate floods, sequester carbon, and maintain high quality diversity in the living environment. Lastly, this will be an excellent opportunity to educate park users and create unique areas for the public to interact with large scale stormwater infrastructure.

**Community Participation Level and Impact**

The Battle Creek Long Range Plan completed in 2023, addressed many aging infrastructure issues. Extensive community engagement was completed during that process. Parks and Recreation connected with many community members, environmental organizations, and other stakeholder organizations throughout the Long-range plan. Many included the natural resource benefits of Battle Creek Park as both a reason to visit as well as a noteworthy item to be protected and enhanced. Comments from Friends of the Mississippi River were particularly helpful and supportive of the natural resource section of the plan. While community members are supportive and aware of the natural resource impacts within Battle Creek, the professional expertise of staff and various stakeholders is invaluable to building the knowledge base and actions necessary to protect and enhance the natural beauty of the park. Restoration work for the eastern trails area in the Long-range plan includes clearing buckthorn, restoring oak woodlands, and addressing storm water infrastructure needs.

- Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

This grant program requires no local match and therefore there is not an anticipated cost to the department. Any necessary design work will be completed by Parks and Recreation staff. The grant award was not included in the 2024-2025 Parks and Recreation budget. The funds associated with this grant will expire on January 30, 2025.

**Last Previous Action**

On May 9, 2023, the Ramsey County Board of Commissioners approved the Battle Creek Regional Park Long Range Plan (Resolution B2023-070).

**Attachments**

1. Grant Agreement



520 Lafayette Road North  
St. Paul, MN 55155-4194

# Grant Agreement

State of Minnesota

SWIFT Contract number: 243390

AI: 28480

Activity ID: PRO20240002

This grant agreement is between the state of Minnesota, acting through its Commissioner of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194 (“MPCA” or “State”), and **The City of Ramsey County**, 2015 Van Dyke Street, Maplewood, MN 55109 (“Grantee”).

## Recitals

1. Under Minn. Stat. § 116.03, subd. 2, the State is empowered to enter into this grant.
2. The State is in need of the **Overflow Sewer Grant Program**.
3. Grantee will comply with required grants management policies and procedures set forth through [Minn. Stat. § 16B.97](#), subd. 4(a)(1).
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to [Minn. Stat. § 16B.98](#), subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

## Grant Agreement

### 1. Term of Grant Agreement

- 1.1 **Effective date: July 1, 2024**, Per [Minn. Stat. § 16B.98](#), subd. 5, the Grantee must not begin work until this grant contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn. Stat. § 16B.98](#), subd. 7, no payments will be made to the Grantee until this grant agreement is fully executed.
- 1.2 **Expiration date: January 31, 2025**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of terms.** The following clauses survive the expiration or cancellation of this grant agreement: Indemnification; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

### 2. Grantee’s duties

The Grantee, who is not a state employee, will perform the duties specified in **Attachment A**, which is attached and incorporated into this grant agreement.

### 3. Time

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

### 4. Consideration and payment

- 4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:

- (a) Compensation.** The Grantee will be paid according to the breakdown of costs contained in **Attachment A**, which is attached and incorporated into this grant agreement.
- (b) Travel expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- (c) Total obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed **\$240,000.00 (Two Hundred Forty Thousand Dollars and Zero Cents)**.

#### 4.2 **Payment**

- (a) Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: upon completion of services.

Email updates about the status of the project are required to be provided to the MPCA Authorized Representative whenever an invoice is submitted to MPCA Accounts Payable. The MPCA Authorized Representative will not approve an invoice through the state system without this project update.

Invoices must be emailed to [mPCA.ap@state.mn.us](mailto:mPCA.ap@state.mn.us), and contain the following information:

- Name of Grantee
- Grantee project manager
- Project grant amount
- Grant funds expended this invoice
- Matching funds expended this invoice
- Grant funds expended to date
- Matching funds expended to date
- Invoice number
- Invoice date
- MPCA project manager;
- SWIFT Contract No.
- Invoicing period (actual working period)
- Consultant costs; invoices may be requested
- Time breakdown of invoice. Amount billed to date for work, including itemization of actual hourly rates
- Itemized per diem expenses; receipts may be requested to be submitted with invoice
- Other items as requested

If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

The Grantee shall submit an invoice for the final payment within 15 (fifteen) days of the original or amended end date of this grant agreement. The State reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

- (b) Federal funds.** Payments under this grant agreement may be made from federal funds obtained by the State through Section 319 (h), CFDA number 66.447 of the Federal Clean Water Act. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

Additional terms and conditions are located at: <https://www.epa.gov/grants/grant-terms-and-conditions>

- (c) The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

#### 4.3 **Contracting and bidding requirements**

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

- (a) For projects that include construction work and have a total project cost of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§ 177.41](#) through [177.44](#); consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
- (b) The grantee must not contract with vendors who are suspended or debarred in Minnesota (found on the Minnesota Department of Administration website at <https://mn.gov/admin/osp/government/suspended-debarred/>).

### 5. **Conditions of payment**

All services provided by the Grantee under this grant agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

### 6. **Authorized Representative**

The State's Authorized Representative is **Pam Foster**, 525 Lake Avenue South, Duluth, MN 55802, 218-302-6619, [pamela.foster@state.mn.us](mailto:pamela.foster@state.mn.us), or their successor, and has the authority to monitor the Grantee's performance and to accept the services provided under this agreement.

The Grantee's Authorized Representative is **Scott Yonke**, 2015 Van Dyke Street, Maplewood, MN 55109, 651-266-0300, [scott.yonke@co.ramsey.mn.us](mailto:scott.yonke@co.ramsey.mn.us), or their successor. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

### 7. **Assignment, Amendments, Change Orders, Waiver, and Grant Agreement complete**

7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.

7.2 **Amendments.** Any amendments to this grant agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant agreement, or their successors in office.

7.3 **Change Orders.** If the State's Project Manager or the Grantee's Authorized Representative identifies a change needed in the workplan and/or budget, either party may initiate a Change Order using the Change Order Form provided by the MPCA. Change Orders may not delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Contract/Agreement, or cause an extension of the term of this Agreement. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by the State's Project Manager and the Grantee's Authorized Representative **in advance of doing the work**. Documented changes will then become an integral and enforceable part of the Agreement. The MPCA has the sole discretion on the determination of whether a requested change is a Change Order or an Amendment. The state reserves the right to refuse any Change Order requests.

7.4 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.

7.5 **Grant Agreement complete.** This grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

## 8. Indemnification

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

## 9. State audits

Under [Minn. Stat. § 16B.98](#), subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## 10. Government data practices and intellectual property

10.1 **Government data practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of [Minn. Stat. § 13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

### 10.2 Intellectual property rights

(a) **Intellectual property rights.** The State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant agreement. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this grant agreement. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant agreement. The Documents shall be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee, at the Grantee's expense, upon the written request of the State, or upon completion, termination, or cancellation of this grant agreement. To the extent possible, those Works eligible for copyright protection under the United States' Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

### (b) Obligations.

- (1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.
- (2) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all



intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

- (3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

### 11. Workers' compensation

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

### 12. Publicity and endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

### 13. Governing law, jurisdiction, and venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

### 14. Termination

14.1 **Termination by the State.** The State may immediately terminate this grant agreement with or without cause,

upon 30-days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this grant agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the state of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for insufficient funding.** The State may immediately terminate this grant agreement if:  
**(a)** Federal funds. Payments under this Contract will be made from federal funds obtained by the State through Section 319 (h), CFDA Number 66.447 of the Federal Clean Water Act. The Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Contractor's failure to comply with federal requirements.  
**(b)** Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

**15. Data disclosure**

Under [Minn. Stat. § 270C.65](#), subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any. To protect Grantee's personal data, Grantee is strongly encouraged to obtain and use a Minnesota tax identification number.

**16. Reporting requirements**

**Final Report.** By the date specified in the project workplan and in a format provided by the MPCA, the Grantee shall submit a final report to the MPCA, plus all project deliverables identified in the workplan.

If the MPCA determines that the information submitted in the Final Report and/or Project Deliverables is inadequate, the Grantee shall prepare and submit additional / corrected information reasonably requested by the MPCA. The Final Report and Project Deliverables shall not be approved by the MPCA and final payment shall not be disbursed unless the Report and Deliverables contains the specified information to the satisfaction of the MPCA.

**Signatures**

Encumbrance Verification Johnson, Patricia

DocuSigned by:  
*Johnson, Patricia*  
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June 27, 2024

Scott Yonke



**Task D:** Report: Detailed design, grading, drainage, restoration plans, and construction development.

**Objective 1 Timeline:** 7/1/2024 – 1/15/2025

### 3. Project budget

	OSG Grant	Totals
<b>Project Budget</b>		
<b>Objective 1 Planning and Design Study</b>		
<b>Total Grant</b>	<b>\$240,000</b>	<b>\$240,000</b>

# Board of Commissioners

## Request for Board Action

Item Number: 2024-349

Meeting Date: 8/20/2024

**Sponsor:** Public Works

### Title

Agreement with Minnesota Department of Transportation and Washington County for the Jurisdictional Transfer of Century Avenue

### Recommendation

1. Approve the agreement with the Minnesota Department of Transportation and Washington County for the jurisdictional transfer of Century Avenue (Trunk Highway Number 120), between Trunk Highway Number 694 and County Road E.
2. Authorize the Chair and Chief Clerk to execute the agreement.

### Background and Rationale

Ramsey and Washington Counties have been working with the Minnesota Department of Transportation (MnDOT) for some time on the feasibility of transferring ownership of Trunk Highway 120 (Century Avenue) from MnDOT to Ramsey and Washington Counties. MnDOT and both counties believe that this roadway is more appropriately managed as a county road.

The jurisdictional transfer agreement details the conditions of the turnback including a one-time allocation of funding that will be used to reconstruct the road providing a newly constructed, modern roadway upon transfer to Ramsey and Washington Counties. A variety of funding, including turnback funds and grant funding received, will be used to create a county road offering space for all roadway users including bicycles, pedestrians, vehicles, trucks, and transit. The funding for the turnback is anticipated to be included in the MnDOT fiscal year 2025. This agreement allows for that transfer to occur once the funds are available for distribution.

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

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

The portion of Century Avenue that is proposed for turnback is adjacent to Century College. There are pockets of student and affordable housing in the immediate area, both of which have lower percentage of car ownership. A modern facility with an expanded range of modal connections will better serve the broad range of users in this area.

### Community Participation Level and Impact

This action is administrative in nature. It does not warrant community participation currently. However, the jurisdictional transfer will allow for updates that will improve conditions for the traveling public.

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

Washington County will be the fiscal agent for both counties and all the funds will be paid to them. Washington County will receive a lump sum payment of \$10,500,000 in accordance with Minnesota Rules 8820.2300 subp.

6a. Ramsey and Washington Counties will each have a 50% (\$5,250,000) share in the total lump sum payment (\$10,500,000) from the state under this agreement. Funds will be used for pavement repair and improvements included in the 2024 - 2028 Public Works Transportation Improvement Program.

**Last Previous Action**

None.

**Attachments**

1. Agreement

**STATE OF MINNESOTA  
AND  
RAMSEY COUNTY  
AND  
WASHINGTON COUNTY  
TRUNK HIGHWAY  
JURISDICTIONAL TRANSFER**

<b>State Project Number (S.P.):</b>	<u>6227-92</u>	<b>Original Amounts Encumbered</b>
<b>Trunk Highway Number:</b>	<u>120</u>	<b>\$10,500,000.00 (CY2025 Turnback Account)</b>
<b>Control Section Number:</b>	<u>6227</u>	

**Purpose: State transfer of a portion of Trunk Highway (TH) No. 120 (Century Ave) from Trunk Highway No. 694 to County State Aid Highway (CSAH) E in Ramsey County and County State Aid Highway 12 in Washington County in the cities of White Bear Lake and Mahtomedi respectively.**

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("MnDOT"), Ramsey County acting through its Board of Commissioners ("Ramsey"), and Washington County acting through its Board of Commissioners ("Washington").

**RECITALS**

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1. Minnesota Statutes §161.20 authorizes MnDOT to enter into agreements with other governmental authorities to carry out the purposes of Minnesota Statutes Chapter 161; and
2. Ramsey and Washington are Road Authorities as defined in Minnesota Statutes §160.02 (subd. 25); and
3. MnDOT has determined that a portion of Trunk Highway No. 120 from TH 694 to CSAH E (Ramsey) / CSAH 12 (Washington) ("Roadway Segment") is no longer needed for trunk highway purposes; and
4. The parties agree that Ramsey and Washington are the proper road authorities; and
5. MnDOT has determined that the Roadway Segment will revert to another road authority in accordance with Minnesota Statutes §161.16 and MnDOT has further determined that Ramsey and Washington are the proper road authorities; and
6. Minnesota Rules Chapter 8820, State Aid Operations govern eligibility and requirements for adding roadways to the state aid roadway systems; and govern eligibility for State-Aid transportation funding included in this Agreement County Turnback Account; and
7. The Roadway Segment is in need of pavement repair and improvements; and
8. The parties have entered into this Agreement to provide for the orderly reversion of the Roadway Segment to the jurisdiction of Ramsey and Washington.

**AGREEMENT**

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**1. Effective Date; Survival of Terms**

This Agreement will be effective on the date last signed below by the parties and by such other State of Minnesota officials as required by Minnesota Statutes §16C.05. This Agreement will remain in effect until

MnDOT has (1) served a Notice of Release, and (2) made payments (if any) as required by this Agreement. All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration of this Agreement.

## 2. Identification of Trunk Highway Segment; Right-of-Way Determination

The Roadway Segment covered by this Agreement is described as Trunk Highway No. 120 from about 125 feet north of TH 694 to about 250 feet north CSAH E (Ramsey) / CSAH 12 (Washington) a map has been attached and incorporated into this Agreement, Exhibit A – TH 120 Jurisdictional Transfer. MnDOT will confer with Ramsey and Washington to determine the final right-of-way limits prior to transfer of jurisdiction to Ramsey and Washington.

## 3. Notice of Release; Future Responsibility; Conveyance Documents

**3.1. Notice of Release.** MnDOT will deliver to Ramsey and Washington a "Notice of Release" citing the effective date of release ("Effective Date"). Upon the Effective Date, the Roadway Segment is released from MnDOT's jurisdiction, and Ramsey and Washington will be the Road Authority's with jurisdiction over the Roadway Segment and will assume all responsibility of the Roadway Segment and of all structures and facilities that are a part of the Roadway Segment.

**3.2. Conveyance Documents.** Subsequent to issuing the Notice of Release, MnDOT will prepare and execute necessary and appropriate documents conveying MnDOT's interest, if any, in the Roadway Segment to Ramsey and Washington.

## 4. Delivery of Records

Following delivery of the Notice of Release, MnDOT will, upon request, provide Ramsey and Washington with available records concerning the Roadway Segment. Such records must be in MnDOT's possession, and will be released only if such release is lawful under the provisions of the Minnesota Government Data Practices Act. Such records may include the following:

- (a) A list of active maintenance agreements, including signal and routine maintenance agreements with other governmental agencies that will be cancelled, and a list of agreements with utility companies that will be cancelled;
- (b) Records concerning utility permits, drainage permits, driveway, and other access permits, advertising and sign permits, and other limited-use permits;
- (c) Construction plans and records, as-built construction plans (if available);
- (d) Bridge inspection reports and ratings;
- (e) Aerial photos and other photo and video files, in either hard copy or digital form;
- (f) Right-of-way maps and parcel files;
- (g) Inventory Data;
- (h) Pavement condition ratings;
- (i) Traffic signal files including timing sequence information and repair history;
- (j) Crash reports and statistics;
- (k) Most current traffic counts;
- (l) Alignment ties, horizontal and vertical control monuments, and related data;
- (m) Partially or fully completed plans for construction projects;



(n) Road opening and right-of-way documentation.

## 5. Responsibility for Claims

MnDOT will remain responsible, to the extent authorized by Minnesota Statutes §3.736 and other applicable law, for claims related to construction, maintenance, and operation of the Roadway Segment during the period when it was a state trunk highway to the extent the claims are a result of MnDOT's acts and omissions, even if such claims are filed after Ramsey and Washington receives the Notice of Release. Ramsey and Washington will be responsible for claims arising out of its own construction, maintenance, or operation of the Roadway Segment after it received the Notice of Release.

## 6. County Turnback Account Funds

**6.1. *Conditions of Payment.*** Upon the Effective Release Date, and after the following conditions have been met, Washington will be authorized to use funds from the County Turnback Account in accordance with Minnesota Statutes §161.082.

- A. Execution of this Agreement and transmittal to Ramsey and Washington.
- B. Transfer of the Roadway Segment to the jurisdiction of Ramsey and Washington.
- C. Designation of the Roadway Segment as a state aid route.

**6.2. *Eligibility – In Lieu Payment.*** The parties agree that in lieu of being paid for contracting or force account work, Washington will receive a lump sum payment of **\$10,500,000.00** in accordance with Minnesota Rules 8820.2300 subp. 6a.

**6.3. *Payment Schedule – In Lieu Payment.*** The In Lieu payment is anticipated to be made calendar year 2025. The availability of these funds is contingent on legislative approval and appropriation. MnDOT will use its best efforts to secure appropriation of such funds; however, Ramsey and Washington acknowledges that any expenses incurred prior to such authorization are at the sole risk of Ramsey and Washington.

**6.4 *Maximum Authorized Eligibility.*** The maximum authorized eligibility under this Agreement is **\$10,500,000.00**. This amount may be increased only by amending this Agreement.

## 7. Release of Claims; Covenant not to Sue

By accepting the payment provided for in this Agreement, the Ramsey and Washington releases MnDOT from any and all claims related to the condition of the Roadway Segment, regardless of whether such claims result from surface or sub-surface conditions, and regardless of whether such conditions were known or unknown at the time of reversion. Ramsey and Washington are encouraged to perform their own geotechnical explorations and will not rely on previous geotechnical studies performed by MnDOT. In consideration of the turnback payment provided by MnDOT, the Ramsey and Washington covenant not to sue MnDOT or any other state agency or official with respect to MnDOT's decision to make the reversion or for any claim arising out of the condition of the Roadway Segment.

## 8. General Provisions

**8.1. *Venue.*** Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**8.2. *Termination.*** This Agreement may be terminated only by mutual written agreement of the parties, except that MnDOT may terminate this Agreement if it does not obtain funding from the Minnesota Legislature.

**8.3. *Suspension.*** MnDOT may suspend its payment obligations under this Agreement in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. The period of suspension will end when MnDOT is legally authorized to resume such payments.

- 8.4. **Severability.** If any provision of this Agreement is found to be invalid or unenforceable, such provision will not affect the validity or enforceability of any other provision of this Agreement, which will remain in force and effect.
- 8.5. **Merger.** This Agreement contains all prior negotiations and agreements between MnDOT and Ramsey and Washington. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.
- 8.6. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 8.7. **Government Data.** This Agreement, and any data exchanged by the parties pursuant to this Agreement, will be "government data" and subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.
- 8.8. **State Audits.** The books, records, documents, and accounting practices and procedures of Ramsey and Washington relevant to this Agreement are subject to examination by MnDOT and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years.

**9. Additional Provisions**

- 9.1. **Fiscal Agent.** Washington will be the fiscal agent for both Counties and all the funds will be paid to the Washington.
- 9.2. **Shares of Lump Sum Payment.** Ramsey and Washington will each have a 50 percent (\$5,250,000.00) share in the total lump sum payment (\$10,500,000.00) from the state under this agreement.
- 9.3. **Non-Award.** If Washington does not award the construction contract as provided in this Agreement for the Roadway Segment, Washington will transfer \$5,250,000.00 (50 percent) to Ramsey. These funds will be distributed by Washington at Ramsey's direction, subject to Minnesota Rules Chapter 8820, State Aid Operations, governing eligibility, and requirements for State-Aid transportation funding included in this Agreement.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**RAMSEY COUNTY\***

Ramsey certifies that the appropriate person(s) have executed the Agreement on its behalf as required by applicable resolutions, ordinances, or charter provisions.

Brad Estoche

By: Brad Estoche (Aug 13, 2024 07:53 CDT)  
(Ramsey County Engineer)

Date: 08/13/2024

By: \_\_\_\_\_  
(Chair, Board of County Commissioners)

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

By: \_\_\_\_\_  
(Chief Clerk, Ramsey County Board)

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

Approved to as form:

Kathleen Ritter

By: Kathleen Ritter (Aug 13, 2024 08:13 CDT)

Date: 08/13/2024

**\* INCLUDE A RESOLUTION**

**RAMSEY COUNTY\***

Ramsey certifies that the appropriate person(s) have executed the Agreement on its behalf as required by applicable resolutions, ordinances, or charter provisions.

By: \_\_\_\_\_  
(Ramsey County Engineer)

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

By: \_\_\_\_\_  
(Chair, Board of County Commissioners)

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

By: \_\_\_\_\_  
(Chief Clerk, Ramsey County Board)

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

Approved to as form:

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

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

**\* INCLUDE A RESOLUTION**



Exhibit A – TH120 (Century Ave) Jurisdictional Transfer

### WASHINGTON COUNTY

### RESOLUTION

IT IS RESOLVED that the Washington County enter into MnDOT Agreement No. 1053734 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County to transfer a portion of TH 120 to the County, under State Project No. 6227-92.

IT IS FURTHER RESOLVED that the \_\_\_\_\_  
(Title)

and the \_\_\_\_\_  
(Title)

are authorized to execute the Agreement and any amendments to the Agreement.

### CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Washington County at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, as shown by the minutes of the meeting in my possession.

<p>Subscribed and sworn to me this _____ day of _____, 2024</p> <p>Notary Public _____</p> <p>My Commission Expires _____</p>
---

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_

## RAMSEY COUNTY

### RESOLUTION

IT IS RESOLVED that the Ramsey County enter into MnDOT Agreement No. 1053734 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County to transfer a portion of TH 120 to the County, under State Project No. 6227-92.

IT IS FURTHER RESOLVED that the \_\_\_\_\_  
(Title)

and the \_\_\_\_\_  
(Title)

are authorized to execute the Agreement and any amendments to the Agreement.

### CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Ramsey County at an authorized meeting held on the \_\_\_ day of \_\_, 2024, as shown by the minutes of the meeting in my possession.

<p>Subscribed and sworn to me this          _____ day of _____, 2024</p> <p>Notary Public _____</p> <p>My Commission Expires _____</p>
--



# Board of Commissioners

## Request for Board Action

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

**Item Number:** 2024-350

**Meeting Date:** 8/20/2024

**Sponsor:** Public Health

**Title**  
2025 Recycling & Energy Board Joint Activities Budget

**Recommendation**  
Accept and approve the 2025 Ramsey/Washington Recycling & Energy Board Joint Activities Budget as recommended by the Ramsey/Washington Recycling & Energy Board.

**Background and Rationale**  
The Joint Powers Agreement between Ramsey County and Washington County created the Ramsey/Washington Recycling & Energy Board (R&E Board) and provides that the two county boards retain authority to approve the Joint Activities Budget of the R&E Board. The highest shared priority of the counties' is to prevent waste through shared solid waste strategies focusing on waste reduction, reuse and recycling. The Joint Activities budget is used to administer and carry out joint waste management activities which are "upstream from the facility" programming intended to reduce the amount of waste that must be managed through the R&E Center. These programs include the Food Scraps Pickup Program, BizRecycling, Business Pollution Prevention, Food Recovery Grants, Deconstruction Grants and Compost Market Development. These joint waste management activities all intentionally align with and are intended to support shared solid waste policy priorities committed to by the counties' in their respective solid waste management plans.

On May 14, 2024, the R&E Facility & Finance Committee approved and recommended that the R&E Board approve the 2025 Joint Activities Budget and on July 25, 2024, the R&E Board approved and recommended that the county boards approve the 2025 Joint Activities Budget. The attached documentation represents those approvals and recommendations.

The Joint Activities Budget is summarized below.

	2020 approved	2021 approved	2022 approved	2023 approved	2024 approved	2025 proposed
<b>Total Joint Activities Budget</b>	\$9,053,290	\$9,083,369	\$10,707,727	\$11,609,454	\$11,981,000	\$12,340,000
<b>Washington County (27%)</b>	\$1,194,290	\$1,922,230	\$2,891,086	\$3,134,553	\$3,234,870	\$3,331,800
<b>Ramsey County (73%)</b>	\$5,175,674	\$5,197,139	\$7,016,641	\$8,474,901	\$8,746,130	\$9,008,200
<b>Ramsey-Only Funds**</b>	\$1,964,000	\$1,964,000	*\$800,000	\$0	\$0	\$0

\*Carryover Ramsey-only funds from 2021

\*\*Washington County chose to reduce funding during 2020-2021 to support internal program needs.

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

- Well-being
  Prosperity
  Opportunity
  Accountability



**Racial Equity Impact**

Recycling & Energy continues to evaluate all of their programs to ensure alignment with the county’s solid waste management plan and Ramsey County Climate Equity Action Plan as well as state policy and legislation around renewable fuels, carbon free and per- and polyfluoroalkyl substances (PFAS) mitigation. This alignment contributes to improving air and water quality through resource and energy conservation, waste reduction, climate change mitigation and resiliency and mitigation of PFAS entering the environment. These positively contribute to protecting human health and the environment. Recycling rates and participation in waste/recycling services provided by the county are not even across racial groups in Ramsey County. Ramsey/Washington Recycling & Energy works with Saint Paul - Ramsey County Public Health to emphasize services and invest in community engagement to assist in designing ways to reach and assure services to underrepresented communities. This Joint Activities Budget includes programming aimed to overcome barriers and bring about parity across our community in awareness of and use of these services. Examples that deliver on equity include:

- The Food Scrap Pickup Program is designed to remove barriers to participation by offering a year’s supply of the program’s food scrap bags to every household at no additional cost regardless of housing type with program information available in five languages.
- The Business Pollution Prevent Program offers grants to businesses to offset the cost of them moving to less toxic solvents, thus reducing the impact of air emissions to both nearby neighborhoods as well as employees. This program was first rolled out in zip codes identified by the Minnesota Pollution Control Agency as “environmental justice tracts”.
- The Ramsey/Washington/R&E anaerobic digestion project for food scrap waste offers a solution that reduces food waste from being disposed in area landfills, a strategy to reduce greenhouse gas (GHG) emissions from food waste disposed of in landfills, generate a renewable natural gas, offer a carbon sequestration strategy and PFAS mitigation strategy through the making of a biochar product as part of the process.

Further, the goals of this budget are aligned with climate mitigation strategies in the Ramsey County Climate Equity Action Plan intended to reduce contributions to GHG emissions.

**Community Participation Level and Impact**

Joint Activities programs rely on community participation and buy-in to be successful. Success in residential food scrap curbside collection, food waste prevention, pollution prevention, organics management, business recycling, and recycling in multi-unit housing programming is advanced by R&E’s education and outreach efforts in the community. Through these efforts, Ramsey County and R&E are able to make grant resources available, offer education materials on program goals and answer the “why” in terms of what policies are in place and what problems to solve. By taking a collaborative approach when working with residents and businesses, Ramsey County and R&E are able to achieve greater buy in and positive outcomes in encouraging behavior change and reduce the negative impacts of waste generation on our communities. Public Health and Recycling & Energy engage communities in the development of the County Solid Waste Management Plan, the Food Scrap Pickup Program, engaging organizations with the offering of grant resources and technical assistance and collecting feedback on how our program approaches can be modified to achieve greater outcomes.

- Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Ramsey County’s obligation to the 2025 R&E Joint Activities budget is \$9,008,200. This is paid from revenues collected through the County Environmental Charge. The 2025 Public Health department budget incorporates funding for the joint activities contribution.

**Last Previous Action**

On June 4, 2024, the Ramsey County Board held a workshop on the Recycling & Energy Board's joint activities budget.

**Attachments**

1. R&E Board Resolution
2. Budget Recommendation for Approval from the R&E Board
3. Budget Recommendation for Approval from the R&E Facility and Finance Committee
4. R&E Board 2025 Joint Activities Budget



**RAMSEY/WASHINGTON  
RECYCLING & ENERGY**  
CONNECTING VALUE TO WASTE

## **RESOLUTION R&EB-2024-14**

### **Approval of 2025 Budgets**

WHEREAS, The Ramsey/Washington Recycling & Energy Board (“R&E Board”) is governed by the Amended and Restated Joint Powers Agreement by and between Ramsey County and Washington County dated July 18, 2023 (“Joint Powers Agreement”); and

WHEREAS, The Joint Powers Agreement provides that the R&E Board shall establish a Facility Budget, Equipment Maintenance & Replacement Fund and a Joint Activities Budget; and

WHEREAS, The Facility & Finance Committee has reviewed the 2025 Joint Activities Budget at its meeting on April 11, 2024; and

WHEREAS, The Facility & Finance Committee has reviewed the 2025 Facility Budget at its meeting on April 11, 2024; and

WHEREAS, The Facility & Finance Committee has reviewed the 2025 Equipment Maintenance & Replacement Fund at its meeting on April 11, 2024; and

WHEREAS, Ramsey and Washington County Boards have reviewed the 2025 Joint Activities budget at their respective June workshops; NOW, THEREFORE BE IT

RESOLVED, The R&E Board hereby approves the 2025 Joint Activities Budget and recommends the Joint Activities Budget be forwarded to the Ramsey and Washington County Boards for approval. BE IT FURTHER

RESOLVED, The R&E Board approves the 2025 Facility Budget and sets the 2025 tipping fee at the rate, previously approved on July 27, 2023, of \$130.00 per ton. BE IT FURTHER

RESOLVED, The R&E Board approves the 2025 Equipment Maintenance & Replacement Fund.

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Fran Miron, Board Chair

July 25, 2024

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Attest

July 25, 2024



**RESOLUTION R&EB-FFC-2024-02**

WHEREAS, The Ramsey/Washington Recycling & Energy Board (the “R&E Board”) is governed by the Amended and Restated Joint Powers Agreement by and between Ramsey County and Washington County dated July 18, 2023, (“Joint Powers Agreement”); and

WHEREAS, The Joint Powers Agreement provides that the R&E Board shall establish a Facility Budget and a Joint Activities Budget; and

WHEREAS, The Facility & Finance Committee has reviewed the 2025 Joint Activities Budget at its meeting on April 11, 2024; and

WHEREAS, The Facility & Finance Committee has reviewed the 2025 Facility Budget at its meeting on April 11, 2024; and

WHEREAS, The Facility & Finance Committee has reviewed the 2025 Equipment Maintenance & Replacement Fund at its meeting on April 11, 2024. NOW, THEREFORE, BE IT

RESOLVED, The Ramsey/Washington Recycling & Energy Board Facility & Finance Committee hereby approves the 2025 R&E Joint Activities Budget and recommends that the R&E Board approve the Joint Activities Budget and forward the budget to the Ramsey and Washington county boards for approval. BE IT FURTHER

RESOLVED, The Ramsey/Washington Recycling & Energy Board Facility & Finance Committee hereby approves the 2025 Facility Budget and sets the 2025 tipping fee at the rate, previously approved on July 27, 2023, of \$130.00 per ton. BE IT FURTHER

RESOLVED, The Ramsey/Washington Recycling & Energy Board Facility & Finance Committee hereby approves the 2025 Equipment Maintenance & Replacement Fund.

Handwritten signature of Karla Bigham in black ink.

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Karla Bigham, Committee Chair  
May 14, 2024

Handwritten signature of Victoria A. Reinhardt in black ink.

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Attest  
May 14, 2024



**RAMSEY/WASHINGTON  
RECYCLING & ENERGY**  
CONNECTING VALUE TO WASTE

<b>R&amp;E BOARD MEETING DATE:</b>	July 25, 2024			<b>AGENDA ITEM:</b>	VI.b			
<b>SUBJECT:</b>	Approval of 2025 Budgets							
<b>TYPE OF ITEM:</b>	<input type="checkbox"/>	INFORMATION	<input type="checkbox"/>	POLICY DISCUSSION	<input checked="" type="checkbox"/>	ACTION	<input type="checkbox"/>	CONSENT
<b>SUBMITTED BY:</b>	Joint Leadership Team (JLT)							

**R&E BOARD ACTION REQUESTED:**

1. Approve the 2025 Joint Activities Budget.
2. Recommend that the Ramsey and Washington County Boards approve the 2025 Joint Activities Budget.
3. Approve the 2025 Facility Budget, including the Equipment Maintenance & Replacement Fund.
4. Approve the 2025 tipping fee for waste delivered from Ramsey and Washington Counties to the Recycling & Energy Center (R&E Center) at \$130 per ton.

**EXECUTIVE SUMMARY:**

The Ramsey/Washington Recycling & Energy Board (R&E Board) met on June 27, 2024, to review and make changes to the previously approved 2025 budgets for R&E. R&E Board Bylaws provide that the Facility & Finance Committee will prepare a two-year budget for Joint Activities for R&E Board approval on or prior to August 1 of the year prior. The R&E Board then submits the Joint Activities Budget to the counties annually for approval of their respective contributions. The bylaws also state that the Facility & Finance Committee will prepare the annual Facility Budget for approval by the R&E Board each year on or prior to August 1 of the year prior. While not called for in the bylaws, the JLT is recommending that the Equipment Maintenance & Replacement (EM&R) Fund also be prepared for consideration by the R&E Board.

**Joint Activities Budget**

No recommended changes to the 2025 Joint Activities Budget approved on July 27, 2023.

**Facility Budget**

No recommended changes to the 2025 Facility Budget previously approved on July 27, 2023.

**Equipment Maintenance & Replacement Fund**

No recommended changes to the 2023 EM&R Fund previously approved on July 27, 2023.



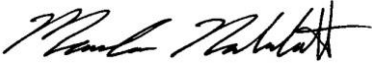

**SUBJECT:** *Approval of 2025 Budgets*

**ATTACHMENTS:**

1. Draft resolution
2. 2025 Proposed Facility Budget
3. 2025 Proposed Equipment Maintenance & Replacement Fund
4. 2025 Proposed Joint Activities Budget

**FINANCIAL IMPLICATIONS:**

Upon final approval, the financial implications will be explicit in the approved budgets.

AUTHORIZED SIGNATURES	DATE
JOINT LEADERSHIP TEAM	7/15/24
	7/15/24
	7/11/24
RAMSEY COUNTY ATTORNEY	7/10/24
	7/10/24
WASHINGTON COUNTY ATTORNEY	7/10/24
	7/10/24

## Ramsey/Washington Recycling & Energy Board

### Joint Activities

<b>JOINT ACTIVITIES</b>	<b>2023</b>	<b>Unaudited</b>	<b>2024 Approved</b>	<b>2025 Proposed</b>
			<b>Budget</b>	<b>Budget</b>
<b>APPROPRIATIONS:</b>				
Project Management		2,970,130	3,506,000	3,559,000
Commercial & Residential Recycling		3,685,868	4,425,000	4,425,000
Community Waste Solution		247,753	830,000	786,000
Food Scrap Recycling		1,049,888	1,105,000	1,455,000
General Outreach		673,995	925,000	925,000
Policy Evaluation		1,135,613	1,190,000	1,190,000
Total Appropriations		<u>9,763,247</u>	<u>11,981,000</u>	<u>12,340,000</u>
<b>REVENUE:</b>				
Washington County		3,134,553	3,234,870	3,331,800
Ramsey County		8,474,901	8,746,130	9,008,200
Total Revenue		<u>11,609,454</u>	<u>11,981,000</u>	<u>12,340,000</u>
<b>TOTAL</b>				
Appropriations		9,763,247	11,981,000	12,340,000
Revenue		11,879,977	11,981,000	12,340,000
Surplus/(Deficit)		<u>2,116,730</u>	<u>-</u>	<u>-</u>