# **Ramsey Conservation District**

Board Packet for February 1, 2018 Board Meeting 6:30pm, Board Conference Room

Part 1

## **Ramsey Conservation District**



1425 Paul Kirkwold Drive Highway 96 & Hamline Avenue Arden Hills, MN 55112 Telephone 651-266-7270 Fax 651-266-7276

## Agenda Regular Board Meeting Thursday February 1, 2018 6:30 p.m.

- 1. Call to Order Chair Humphrey
  - A. Introductions
  - B. Approval of Agenda
  - C. Announcements Upcoming Meetings and Events
- 2. Consent Agenda
  - A. Approval Supervisor Expense Claims
  - B. Approval of 2018 Mileage Rate/Official Newspaper
  - C. Approval of 2018 MASWCD & MACD/Area IV Dues
  - D. 2018 Professional Service Agreements Approval
  - E. BWSR 2018 & 2019 Grant Agreement Approval
  - F. BWSR 2018 CWMA Grant Agreement Approval
  - G. Staff Reports
  - H. Treasury Report & Disbursement Journal Approval
  - I. AIS Program 2018 Watercraft Inspection Contract
  - J. 2018 MN Dept of Agriculture Weed Grant
  - K. Conservation Corp Site Agreement Approval
  - L. JAA/TAA Technical Sign-Off Authority
- 3. Business Items
  - A. Approval of Revised 2018 Budget
  - B. Approval of RCD By-Laws Revisions
  - C. Approval of 2018 Seasonal/Internships
  - D. Approval of Consultant Services (Attorney & Parliamentarian)
  - E. FY18-19 Budget Packet Approval/PRAP Follow-up
  - F. Approval of Minutes for July 6<sup>th</sup> and October 5, 2017
  - G. 2018 BWSR Well Sealing Grant Encumbrance & Special Case
  - H. FY15/17 Community Partner Grant Project Encumbrances
  - I. RCD Supervisor 2018 Offices & Committee Selection
  - J. 2018 Board Meeting Dates
- 4. Standing Committee Reports
  - A. Metro Conservation Districts Willems
  - B. Rice Creek Advisory Committee Gardner
  - C. Ramsey-Washington Metro WD Advisory Committee Gardner
  - D. Capitol Region Watershed District CAC Willems
  - E. Ramsey County League of Local Governments Behrens
  - F. VLAWMO Tech & Advisory Committees Behrens
  - G. White Bear Lake CD Lake Level Committee Behrens
  - H. Metro MAWD Willems

- I. Other Meetings
  - i. RiverEast Planning Committee, District 6 Land Use Task Force Buggs
    ii. St. Paul Regional Water Service Board Humphrey
    iii. Metropolitan Council Gardner
- 5. Next Regular Board Meeting – To Be Determined
- 6. Adjournment

## ANNOUNCEMENTS

- January 23 Lilydale Stabilization Project Public Meeting 6:30-8pm at the Baker Rec Center, 209 Page St. W, St. Paul
- January 26-17 Emerging Farmers Conference at University of Minnesota, Earl Brown Center on St. Paul Campus
- February 1 RCD Board Meeting
- March 12-13 MASWCD Day at the Capitol (Special Meeting?)

## **Consent Action Item Detail**

### Consent Item A. Approval of Supervisor Expense Claims

Attached are the Supervisor expense claims submitted for board approval. Current RCD By-Laws designate the compensation rates as follows on page 6:

The following is the compensation rate for meetings as currently set by the RCD Board:

Regular Board meetings	\$75
Special Board meetings	\$75
Standing Committees (see above)	\$50
Other meetings, conventions etc.	\$25

### Consent Item B. Approval of 2018 Mileage Rate/Official Newspaper

IRS mileage for 2018 is \$.545. See attached for more detail.

### Consent Item C. Approval of 2018 MASWCD & MACD Dues

Staff is requesting approval to pay MASWCD \$4,690.98 and MACD \$300. Supporting information is attached.

### Consent Item D. 2018 Professional Service Agreements Approval

Staff is requesting approval to sign Professional Service Agreements for design services with Rice Creek Watershed District up to \$20,000, Ramsey-Washington Metro Watershed District up to \$60,000, Vadnais Lake Area Water Management Organization up to \$14,000, Capitol Region Watershed District up to \$85,000, and the Valley Branch Watershed District up to \$2,750. Also approval for construction site inspections for the cities of Arden Hills and Shoreview up to \$10,000. Grant agreements are not attached to minimize board packet size, but they are available for review at the board meeting.

### Consent Item E. BWSR 2018 & 2019 Grant Agreement Approval

Staff is requesting approval to sign BWSR 2018 & 2019 Grant Agreement for SWCD Programs and Operations for \$162,012 and to designate the District Manager as the Grantee's Authorized Representative. Attached is the grant agreement. The grant funds are used for the following:

- SWCD Local Capacity Services \$100,000 for increased staff, education and outreach, and other activities identified in the workplan
- Buffer Law \$3,000 For continued work on buffer law activities
- Conservation Delivery \$19,343 For board per diem, mileage and partial funding for staff support of board meetings
- State Cost-Share \$10,163 for project reimbursement of priority projects for the installation of raingardens and shoreline restorations, and other BMPs

Also, staff is requesting approval to sign the BWSR 2018 & 2019 Grant Agreement for \$24,771, which has been delegated to the RCD from the County for Wetland Conservation Act work and local water management activities. Ramsey County hasn't decided whether to delegate the grant to us moving forward. We are hopeful that they will, since we drafted the required Mississippi River Corridor Critical Area chapter for the County Comprehensive Plan.

## Consent Item F. BWSR 2018 CWMA Grant Agreement Approval

Staff is requesting approval to sign BWSR 2018 & 2019 Grant Agreement for the Cooperative Weed Management Area Program for \$15,000. The funding will be used to support efforts in teaching best practices for identification, eradication, and limiting the spread of invasive species to volunteers and staff. Education coordination will be provided by Carole Gernes at Ramsey Washington Metro Watershed District. Funds from this grant will also support treatment efforts of at least 10 high priority infested sites throughout Ramsey County.

## **Consent Item G. Staff Reports**

See attached

## Consent Item H. Treasury Report & Disbursement Journal Approval

Attached is the 4<sup>th</sup> quarter abbreviated treasury report – though it is not the final report, as 2017 is still open until approximately March 1<sup>st</sup>. The disbursement journal is for all expenditures since 9/25/2017 is also attached. Staff is requesting board approval of expenditures.

### Consent Item I. AIS Program – 2018 Watercraft Inspection Contract

Staff is requesting board approval of the highest scoring contractor to complete AIS watercraft inspections for the 2018 season, up to \$40,000. See attached for more detail.

### Consent Item J. 2018 MN Dept of Agriculture Weed Grant

Staff is requesting board approval to sign the MN Dept of Agriculture's Terrestrial Weed Grant agreement, if the RCD is awarded the grant. Amount requested was \$30,000. See attached for more detail.

### **Consent Item K. Conservation Corp Site Agreement Approval**

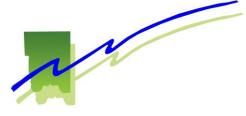
The RCD was selected as a host site for a Conservation Corp member for the 2018 summer. While gaining valuable field and office experience, the Corp member has provided valuable staff assistance for the past six years. Staff is requesting board approval to sign the partner contract.

### Consent Item L. JAA/TAA Technical Sign-Off Authority

Craig Peterson, the Area Engineer for the NRCS recommended Michael Schumann for Conservation Practice Technical Approval Authority for engineering practices and staff is requesting the Board to concur with this approval. Joe Lochner already has this authority.

## **Consent Item A**

## **Ramsey Conservation District**



Meeting Date: 2/1/2018

Prepared by: Dan Wolski

### **Purpose/Action Requested:**

Supervisor expense report approval, in accordance with current RCD By-Laws. Attached are the expense claims submitted by Supervisors Behrens, Buggs, Gardner, Humphrey, and Willems.

### Summary:

Attached are the expense claim totals submitted by Supervisors Behrens, Buggs, Gardner, Humphrey, and Willems.

## **Explanation of Fiscal/FTE Impact:**

Name	Expense	Detail
Supervisor Behrens	396.40	July Per diem and mileage
	478.09	August Per diem and mileage
Supervisor Buggs	133.35	August Per diem and mileage
Supervisor Gardner	77.14	July Per diem and mileage
	77.14	October Per diem and mileage
Supervisor Humphrey	87.84	July Per diem and mileage
	78.21	August Per diem and mileage
	87.84	October Per diem and mileage
Supervisor Willems	236.92	July Per diem and mileage
	117.12	August Per diem and mileage
	183.56	September Per diem and mileage
	213.91	October Per diem and mileage
	117.12	November Per diem and mileage
	53.21	December Per diem and mileage

Supervisor: Lena Buggs

For Period: August 2017

		Per		Total @				Total
Date	Description	Diem	Miles		Parking*	Other	Amt.*	for Day
	CRWD Board Meeting	\$50.00	7	\$3.64				\$53.64
	CRWD Board Meeting	\$50.00	7	\$3.64				\$53.64
8/22/17	D6 Land Use Committee	\$25.00	2	\$1.07				\$26.07
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	TOTALS	\$125.00	15.6	\$8.35	\$0.00		\$0.00	\$133.35

\*No payment without receipt.

APPROVED:

	nSey	109C.815 SU 5Subd. 4.Com A supervisor expenses, including tran A supervisor t	*Submitted for the record 2016 Minnepote Statutes 103C.815 SUPERVISORS. 5Subd. 4. Compensation. A supervisor shall receive compensation for services up to \$75 per day, and may be reimbursed for expenses, including traveling expenses, necessarily incurred in the discharge of duties. A supervisor may be reimbursed for the use of the supervisor's own automobile in the performance									
Date	Description	Per Diem	Miles	Total @	en tex-deductib Parking*	the mileage rate	Amt.*	Total for Day				
and	RCLLG Exec	\$75.00	0	the second s				\$75.00				
	VLAWMO Tech	\$75.00	12					\$81.42				
	City of Maplewood Wakefield Retrofit	\$75.00	7			· · · · ·		\$78.48				
	White Bear Lake Conservation District	\$75.00	16		1			\$83.50				
	VLAWMO Board	\$75.00	12	\$6.42	1			\$81.42				
	Kohlman Lake-Wiger/Owners	\$75.00	6	\$3.21				\$78.2				
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	TOTALS	\$450.00	52.5	\$28.09	\$0.00		\$0.00	\$478.0				

\*No payment without receipt.

<u>8/3//</u>2017 Date Claimant's Signature

\*To be submitted for immediate processing.

District Manager

Date

R MINNESOTA STATUTE 471.391 SUB.1

declare under penalties of law that this claim is just and correct and that no part of it has been paid.

2016 Minnesota Statutes

103C-315 SUPERVISORS.

#### \*Submitted for the record

For Period: July 2017

Succession Benners, Mangaret

Scubil 4 Compensation. Scubil 4 Compensation services up to \$75 per day, and may be reimbursed for separates, including traveling expenses, necessarily incurred in the discharge of duties. A supervisor may be reimbursed for the use of the supervisor's own automobile in the performance of official duties at a rate up to the maximum tax-deductible mileage rate permitted under the federal internal Revenue Code.

Per Total @ Total Date Description Diem Miles .535/mi. Amt.\* Parking\* Other for Day 7/11/17 RCLLG Executive Mtg \$75.00 0 \$0.00 \$75.00 7/12/17 VLAWMO Board \$75.00 12 \$6.42 \$81.42 7/14/17 VLAWMO Tech \$75.00 12 \$6.42 \$81.42 7/18/17 White Bear Lake Conservation District \$75.00 16 \$8.56 \$83.56 7/30/17 RCLLG Met Council \$75.00 0 \$0.00 \$75.00 \$0.00 \$396.40 \$375.00 40 \$21.40 \$0.00 \$0.00 TOTALS

No payment without receipt 131/2017 Claimant's Signature

\*To be submitted for immediate processing.

District Manager

Date

PER MINNESOTA STATUTE 471.391 SUB.1

I declare under penalties of law that this claim is just and correct and that no part of it has been paid.

Supervisor: Paul Gardner

For Period: July 2017

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Date	Description	Diem	Miles		Parking*	Other	Amt.*	for Day
7/6/17	RCD Board Meeting	\$75.00	4					\$77.14
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	TOTALS	\$75.00	4	\$2.14	\$0.00		\$0.00	\$77.14

\*No payment without receipt.

APPROVED:

Supervisor: Mara Humphrey

For Period: July 2017

		Per		Total @				Total
Date	Description	Diem	Miles	.5 <u>3</u> 5/mi.	Parking*	Other	Amt.*	for Day
7/6/17	RCD Board Meeting	\$75.00	24	\$12.84				\$87.84
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	TOTALS	\$75.00	24	\$12.84	\$0.00		\$0.00	

\*No payment without receipt.

APPROVED:

Supervisor: Mara Humphrey

For Period: August 2017

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Date	Description	Diem	Miles	.535/mi.	Parking*	Other	Amt.*	for Day
8/16/17	Soils Forum	\$75.00	6	\$3.21				\$78.21
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\*No payment without receipt.

APPROVED:

Supervisor: Gwen Willems

For Period: July 2017

		Per		Total @				Total
Date	Description	Diem	Miles		Parking*	Other	Amt.*	for Day
7/6/17	RCD Board	\$75.00	14	\$7.49				\$82.49
7/12/17	Area IV Meeting	\$50.00	43	\$23.01				\$73.01
	Capitol Region Watershed							
7/12/17	District CAC	\$25.00	6	\$3.21				\$28.21
7/18/17	Metro MAWD	\$50.00	6	\$3.21				\$53.21
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\*No payment without receipt.

**APPROVED:** 

Supervisor: Gwen Willems

For Period: August 2017

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Date	Description	Diem	Miles	.535/mi.	Parking*	Other	Amt.*	for Day
	Capitol Region Watershed District							
8/9/17		\$50.00	6	\$3.21				\$53.21
8/30/17	MCD	\$50.00	26	\$13.91				\$63.91
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	TOTALS	\$100.00	32	\$17.12	\$0.00		\$0.00	\$117.12

\*No payment without receipt.

APPROVED:

Supervisor: Gwen Willems

For Period: September 2017

		Per		Total @				Total
Date	Description	Diem	Miles	.535/mi.	Parking*	Other	Amt.*	for Day
	Gov. Dayton's 25by25 Meeting							
	Cosponsored by RCD and							
9/12/17	CRWD	\$50.00	7	\$3.75				\$53.75
9/13/17	AIS Showcase	\$25.00	3	\$1.61		<u> </u>		\$26.61
	Capitol Region Watershed							
9/13/17	District CAC	\$50.00	6	\$3.21				\$53.21
	NACD September U&C			•				
9/21/17	Webinar Presented by RCD Staff	\$50.00	0	\$0.00				\$50.00
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	TOTALS	\$175.00	16	\$8.56	\$0.00		\$0.00	\$183.56

\*No payment without receipt.

APPROVED:

Supervisor: Gwen Willems

For Period: October 2017

		Per		Total @				Total
Date	Description	Diem	Miles	.535/mi.	Parking*	Other	Amt.*	for Day
10/5/17	RCD Board	\$75.00	14	\$7.49				\$82.49
	Capitol Region Watershed							
10/11/17	District CAC	\$50.00	6	\$3.21				\$53.21
10/17/17	Metro MAWD	\$50.00	6	\$3.21				\$53.21
	MASWCD Area IV and Budget							
10/31/17	Committee Meetings in Rogers	\$25.00		\$0.00				\$25.00
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	TOTALS	\$200.00	26	\$13.91	\$0.00		\$0.00	\$0.00 \$213.91

\*No payment without receipt.

APPROVED:

Supervisor: Gwen Willems

For Period: November 2017

		Per		Total @				Total
Date	Description	Diem	Miles	.535/mi.	Parking*	Other	Amt.*	for Day
	Capitol Region Watershed							
11/8/17	District CAC	\$50.00	6	\$3.21				\$53.21
11/15/17	MCD	\$50.00	26	\$13.91				\$63.91
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				\$0.00				\$0.00
				\$0.00				\$0.00
								\$0.00
	PER MINNESOTA STATUE 471.39	91 SUB.1						\$0.00
	I declare under penalties of law	that this						\$0.00
	claim is just and correct and tha	t no part of it						\$0.00
	has been paid.							\$0.00
								\$0.00
								\$0.00
								\$0.00
								\$0.00
	TOTALS	\$100.00	32	\$17.12	\$0.00		\$0.00	\$117.12

\*No payment without receipt.

APPROVED:

Supervisor: Gwen Willems

For Period: December 2017

		Per		Total @				Total
Date	Description	Diem	Miles	.535/mi.	Parking*	Other	Amt.*	for Day
	Capitol Region Watershed District							
12/13/17	CAC	\$50.00	6	\$3.21				\$53.21
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.0
				\$0.00				\$0.0
				\$0.00				\$0.0
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								\$0.0
								\$0.0
								\$0.0
	PER MINNESOTA STATUE 471.391 S							\$0.0
	I declare under penalties of law that just and correct and that no part of		;					\$0.0
	paid.							\$0.0
	Γ							\$0.0
								\$0.0
								\$0.0
								\$0.0
					1			\$0.0
	TOTALS	\$50.00	6	\$3.21	\$0.00		\$0.00	\$53.2

\*No payment without receipt.

APPROVED:

Date

Claimant's Signature

District Manager

Supervisor: Mara Humphrey

For Period: October 2017

		Per		Total @				Total
Date	Description	Diem	Miles	.535/mi.	Parking*	Other	Amt.*	for Day
10/5/17	7 RCD Board Meeting	\$75.00	24					\$87.84
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
				\$0.00				\$0.00
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				\$0.00				\$0.00
								\$0.00
	PER MINNESOTA STATUE 471.3	91 SUB 1						\$0.00
	I declare under penalties of law							\$0.00
	claim is just and correct and th							\$0.00
	has been paid.	has been paid.						\$0.00
								\$0.00
					1			\$0.00
								\$0.00
					1			\$0.00
					1			\$0.00
	TOTALS	\$75.00	24	\$12.84	\$0.00		\$0.00	

\*No payment without receipt.

APPROVED:

Supervisor: Paul Gardner

For Period: October 2017

5		Per		Total @				Total										
Date	Description	Diem	Miles	-	Parking*	Other	Amt.*	for Day										
10/5/17	RCD Board Meeting	\$75.00	4	\$2.14				\$77.14										
				\$0.00				\$0.00										
				\$0.00				\$0.00										
				\$0.00				\$0.00										
				\$0.00				\$0.00										
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				\$0.00				\$0.00										
				\$0.00				\$0.00										
								\$0.00										
	PER MINNESOTA STATUE 471.3	91 SUB 1						\$0.00										
	I declare under penalties of law							\$0.00										
	claim is just and correct and that							\$0.00										
	has been paid.							\$0.00										
								\$0.00										
								\$0.00										
								\$0.00										
					1			\$0.00										
		1	1		1	1		\$0.00										
	TOTALS	\$75.00	4	\$2.14	\$0.00		\$0.00											

\*No payment without receipt.

APPROVED:



## **Consent Item B**



Meeting Date: 2/1/2018

Prepared by: Ann WhiteEagle

Purpose/Action Requested: Approval of 2018 Mileage Rate/Official Newspaper

**Proposed resolution**: The Board approves the adoption of the 2018 IRS mileage reimbursement rate of \$.545 per mile and approved the St. Paul Pioneer Press as the office newspaper for public meeting announcements.

### Summary:

IRS mileage reimbursement rate will increase to \$.545 per mile for 2018. Traditionally the RCD Board has voted to adopt the IRS mileage for RCD reimbursement.

Also, the St. Paul Pioneer Press has been our official newspaper for RCD business. Does the board wish to keep this designation?

### **Explanation of Fiscal/FTE Impact:**

Minimal impact, since 2017 mileage was \$.535 per mile.



## **Consent Item C**



Meeting Date: 2/1/2018

Prepared by: Ann WhiteEagle

Purpose/Action Requested: Approval of 2018 MASWCD & MACD/Area IV Dues

### Summary:

The Minnesota Association of Soil and Water Conservation Districts (MASWCD) represents the soil and water conservation districts (SWCDs) of Minnesota. MASWCD began in 1952 as a 501 c 3 non-profit corporation. Information, opinions and ideas received from the SWCDs are collaborated and then relayed to a particular audience or purpose. In order to best represent and serve Minnesota's soil and water conservation districts. The dues provide half of the MASWCD budget. The dues for 2018 is just slightly over the 2017 dues of \$4,611.79.

MACD/Area IV dues are \$300 and provides for expenses for the quarterly meetings and travel for the area director to attend the MASWCD meetings.

**Explanation of Fiscal/FTE Impact:** 

MASWCD Dues \$4,690.98 MACD/Area IV Dues \$300



MASWCD - AREA 4 c/o Sherburne SWCD 14855 Highway 10 Elk River, MN 55330

	nvoice
Date	Invoice #

2018-07

1/5/2018

Bill To	
Ramsey Conservation District 1425 Paul Kirkwold Drive Arden Hills, MN 55112	

			Due Date
			2/28/2018
Quantity	Description	Rate	Amount
1 2018 MACD Dues		300.00	300.00
		Total	\$300.00



Minnesota Association of Soil and Water Conservation Districts

255 E. Kellogg Blvd #101 St. Paul, MN 55101

Phone # 6516909028

## E-mail STEFANIE.MARTINEZ@MASWCD.ORG

Web Site www.maswcd.org

BILL TO		
Ramsey CD 1425 Paul Kirkwold Drive Arden Hills, MN 55112		DATE 1/2018
DESCRIPTION	AMOUNT	
MASWCD Dues are payable by January 31, 2018		4,690.98
Thank you for your partnership!		
	Total	\$4,690.9

## Invoice

DATE	INVOICE #
12/18/2017	3024



## BOARD OF WATER AND SOIL RESOURCES

### FY 2018 & 2019 STATE OF MINNESOTA BOARD OF WATER and SOIL RESOURCES SWCD PROGRAMS & OPERATIONS GRANT AGREEMENT

Vendor:	0000196508	VN#:	
PO#:	3000008396	Date Paid:	

This grant agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Ramsey Conservation District, 1425 Paul Kirkwold Drive Arden Hills Minnesota 55112.

P18-3258	2018 - SWCD Local Capacity Services (Ramsey Conservation District)	\$100,000
P18-7148	2018 - Buffer Law (Ramsey Conservation District)	\$3,000
P18-2916	2018 - Conservation Delivery (Ramsey Conservation District)	\$19,343
P18-8852	2018 - State Cost-Share Fund (Ramsey Conservation District)	\$10,163
P19-3577	2019 - Conservation Delivery (Ramsey Conservation District)	\$19,343
P19-6161	2019 - State Cost-Share Fund (Ramsey Conservation District)	\$10,163

Total Grant Awarded: \$162,012

#### Recitals

- 1. This Grant Agreement is for the FY 2018 and 2019 Conservation Delivery and State Cost Share Grants, and the FY 18 Local Capacity Services and Buffer Program Implementation Grants.
- The Laws of Minnesota 2017, 1<sup>ST</sup> Special Session, H. F. 707 4<sup>th</sup> Engrossment, Article 2, Section 7 (CWF), appropriated FY 2018 Local Capacity Services and Buffer Program Implementation funds to the Board.
- 3. The Laws of Minnesota 2017, 1<sup>st</sup> Special Session, S. F. 844 2<sup>nd</sup> Engrossment, Article 1, Section 4 (general), appropriated FY 2018 and 2019 Conservation Delivery and State Cost Share Allocation funds to the Board.
- 4. The Board has adopted the Fiscal Year 2018 and 2019 Soil and Water Conservation District Grants Authorization Resolution #17-54 to authorize and allocate these grants.
- 5. The Grantee has submitted BWSR approved work plans for the Local Capacity Services and Buffer Program Implementation Grants, which are incorporated into this agreement.
- 6. The Grantee represents that it is duly qualified to receive this grant and agrees to perform all services described in this Grant Agreement to the satisfaction of the State.
- 7. As a condition of the grant, Grantee agrees to minimize administration costs.

#### Authorized Representative

The State's Authorized Representative is Melissa Lewis, Assistant Section Manager, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-297-4735, or her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

Ann WhiteEagle, District Manager 1425 Paul Kirkwold Drive Arden Hills, MN 55112 651-266-7270

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

#### **Grant Agreement**

### 1. Term of Grant Agreement

- 1.1. *Effective date*: The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd.5. The State will notify the Grantee when this grant agreement has been executed. The Grantee must not begin work under this grant agreement until it is executed.
- 1.2. Expiration date: December 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- 1.3. *Survival of Terms:* The following clauses survive the expiration or cancellation of this Agreement: 7. Liability; 8. State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law, Jurisdiction, and Venue; 14. Data Disclosure; and 18. Intellectual Property Rights.

### 2. Grantee's Duties

The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:

- 2.1. Implementation: The Grantee will implement their Workplans, which are incorporated into this Agreement; and, abide by, the Erosion Control and Water Management Program Policy for the State Cost Share Grant, SWCD Conservation Delivery and Capacity Grants Policy for the Conservation Delivery and Local Capacity Services Grants, and FY 2018 Clean Water Funds Policy for the Buffer Program Implementation Grants.
- 2.2. Reporting: All data and information provided in a Grantee's report shall be considered public.
  - 2.2.1. The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
  - 2.2.2. The Grantee will prominently display on its website the Clean Water Legacy Logo and a link to the Legislative Coordinating Commission website.
  - 2.2.3. Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2021, or within 30 days of expenditure of all grant funds, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.

### 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. Terms of Payment

- 4.1. All FY 2018 Grant funds will be distributed in one installment promptly after the execution of the Grant Agreement. FY 2019 Conservation Delivery and State Cost Share Grant funds will be distributed in August of 2018.
- 4.2. All costs must be incurred within the grant period.
- 4.3. All incurred costs must be paid before the amount of unspent grant funds is determined.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount stated above.
- 4.5. Contracting and Bidding Requirements per Minn. Stat. §471.345, Grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.
  - 4.5.1 If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat.§16C.28, Subd. 1, paragraph (a), clause (2).
  - 4.5.2 If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat.§16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
  - 4.5.3 If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat.§16C.28, Subd. 1, paragraph (a), clause (2).
  - 4.5.4 Support documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

4.5.5 For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

#### 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, policies, ordinances, rules, and regulations. All Grantees must follow the Grants Administration manual policy, procedure, and guidance. Minnesota Statutes §103C.401 (2014) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds, or an additional penalty. Penalties can be assessed at a rate up to 150% of the grant agreement.

#### 6. Assignment, Amendments, and Waiver

- 6.1. Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendment 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. Amendments must be executed prior to the expiration of the original agreement or any amendments thereto.
- 6.3. *Waiver.* If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

#### 7. Liability

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.

#### 8. 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 Board 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.

- 8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.
- 8.2. The Grantee or designated local unit of government implementing this Agreement will provide for an audit that meets the standards of the Office of State Auditor. The audit must cover the duration of the Agreement Period and be performed within one year after the end of the Agreement Period or when routinely audited, whichever occurs first. Copies of the audit report must be provided to the Board if requested.

#### 9. 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 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.

#### 10. 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.

### 11. Publicity and Endorsement

11.1. *Publicity*. Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency and include the Clean Water Legacy Logo. 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.

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

#### 12. 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 Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### 13. Termination

- 13.1. The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 13.2. In the event of a lawsuit, an appropriation from a Clean Water Fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.

#### 14. 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.

#### 15. Prevailing Wage

It is the responsibility of the Grantee or contractor to pay prevailing wages on construction projects to which State prevailing wage laws apply (Minn. Stat. 177.42 – 177.44). All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality.

### 16. Constitutional Compliance

It is the responsibility of the Grantee to comply with requirements of the Minnesota Constitution regarding use of Clean Water Funds to supplement traditional sources of funding.

#### 17. Signage

It is the responsibility of the Grantee to comply with requirements for project signage as provided in Minnesota Laws 2010, Chapter 361, article 3, section 5 (b) for Clean Water Fund projects.

#### 18. 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*. 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. 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. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. 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.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

#### Approved:

Ramsey Conservation District		Board of Water and Soil Resources			
Вү:	Mara Humphrey (print)	Βγ:			
	(signature)				
Title:	RCD Board Chair	Title:			
Date:	February 1, 2018	Date:			



### FY 2018 and 2019 STATE OF MINNESOTA BOARD OF WATER and SOIL RESOURCES COOPERATIVE WEED MANAGEMENT AREA PROGRAM GRANT AGREEMENT

Vendor:	0000196508	VN#:	
PO#:	3000008849	Date Paid:	

This Grant Agreement is between the State of Minnesota, acting through its Board of Water and Soil Resources (Board) and Ramsey Conservation District, 1425 Paul Kirkwold Drive Arden Hills Minnesota 55112 (Grantee).

This grant is for the following Grant Programs :			
C18-0498	Ramsey County CWMA 2018	\$15,000	
Total Grant Awarded: \$15,000			

#### Recitals

- 1. The Laws of Minnesota 2017, 1<sup>ST</sup> Special Session, S. F. 844 2<sup>nd</sup> Engrossment, Article 1, Sec. 4, appropriated fiscal year 2018 and 2019 Cooperative Weed Management Area funds to the Board.
- 2. The Board authorized the FY 2018 and 2019 Cooperative Weed Management Area Grants Program in Board Resolution 17-69.
- 3. The Board approved the FY 2018 and 2019 Cooperative Weed Management Area Grants Program allocations in Board Resolution 17-94.
- 4. The Grantee has submitted a BWSR approved work plan for this Program which is incorporated into this agreement by reference.
- 5. 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.
- 6. As a condition of the grant, Grantee agrees to minimize administration costs.

#### **Authorized Representative**

The State's Authorized Representative is Dan Shaw, Vegetation Specialist, BWSR, 520 Lafayette Road North, Saint Paul, MN 55155, 651-296-0644, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services and performance provided under this Grant Agreement.

The Grantee's Authorized Representative is:

### TITLE: Ann WhiteEagle, District Manager-Ramsey Conservation District ADDRESS: 1425 Paul Kirkwold Drive CITY: Arden Hills TELEPHONE NUMBER: 651-266-7271

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Board.

#### **Grant Agreement**

### 1. Term of Grant Agreement.

1.1. *Effective date*: The date the Board obtains all required signatures under Minn. Stat. § 16B.98, Subd.5. The State's Authorized Representative will notify the Grantee when this grant agreement has been executed. The Grantee must not begin work under this grant agreement until it is executed.

- 1.2. *Expiration date*: December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.
- Survival of Terms: The following clauses survive the expiration or cancellation of this Agreement: 7. Liability;
   State Audits; 9. Government Data Practices; 11. Publicity and Endorsement; 12. Governing Law,
   Jurisdiction, and Venue; 14. Data Disclosure; and 16. Intellectual Property Rights.
- 2. Grantee's Duties. The Grantee will comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, Subd. 4(a)(1). The Grantee is responsible for the specific duties for the Program as follows:
  - 2.1. *Implementation:* The Grantee will implement their work plan, which is incorporated into this Agreement by reference.
  - 2.2. *Reporting*: All data and information provided in a Grantee's report shall be considered public.
    - 2.2.1.The Grantee will submit an annual progress report to the Board by February 1 of each year on the status of program implementation by the Grantee. Information provided must conform to the requirements and formats set by the Board.
    - 2.2.2.Final Progress Report: The Grantee will submit a final progress report to the Board by February 1, 2022, or within 30 days of completion of the project, whichever occurs sooner. Information provided must conform to the requirements and formats set by the Board.
  - 2.3. *Match:* The Grantee will ensure any local match requirement will be provided as stated in Grantee's approved work plan.
- **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. Terms of Payment.

- 4.1. All grant funds will be distributed promptly after execution of this grant agreement.
- 4.2. All costs must be incurred within the grant period.
- 4.3. All incurred costs must be paid before the amount of unspent grant funds is determined. Unspent grant funds must be returned within 30 days of the expiration date of the Grant Agreement.
- 4.4. The obligation of the State under this Grant Agreement will not exceed the amount stated above.
- 4.5. Contracting and Bidding Requirements per Minn. Stat. §471.345, Grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.
  - 4.5.1.If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat.§16C.28, Subd. 1, paragraph (a), clause (2).
  - 4.5.2.If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat.§16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
  - 4.5.3.If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for

construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat.§16C.28, Subd. 1, paragraph (a), clause (2).

- 4.5.4.Support documentation of the bidding process utilized to contract services must be included in the Grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
- 4.5.5.For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§177.41 through 177.44. Consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.
- 5. Conditions of Payment. All services provided by the Grantee under this Grant Agreement must be performed to the State's satisfaction, as set forth in this Agreement and in the BWSR approved work plan for this program. Compliance will be determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, State, and local laws, policies, ordinances, rules, and regulations. All Grantees must follow the Grants Administration Manual policy. Minnesota Statutes §103C.401 (2014) establishes BWSR's obligation to assure program compliance. If the noncompliance is severe, or if work under the grant agreement is found by BWSR to be unsatisfactory or performed in violation of federal, state, or local law, BWSR has the authority to require the repayment of grant funds, or an additional penalty. Penalties can be assessed at a rate up to 150% of the grant agreement.

### 6. Assignment, Amendments, and Waiver.

- 6.1. **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendment 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. Amendments must be executed prior to the expiration of the original agreement or any amendments thereto.
- 6.3. *Waiver*. If the State fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.
- 7. Liability. 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.
- 8. 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 Board 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.
  - 8.1. The books, records, documents, accounting procedures and practices of the Grantee and its designated local units of government and contractors relevant to this grant, may be examined at any time by the Board or Board's designee and are subject to verification. The Grantee or delegated local unit of government will maintain records relating to the receipt and expenditure of grant funds.
  - 8.2. The Grantee or designated local unit of government implementing this Agreement will provide for an audit that meets the standards of the Office of State Auditor. The audit must cover the duration of the Agreement Period and be performed within one year after the end of the Agreement Period or when routinely audited, whichever occurs first. Copies of the audit report must be provided to the Board if requested.

- **9. 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 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.
- **10.** 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.

### **11.** Publicity and Endorsement.

- 11.1. **Publicity**. Any publicity regarding the subject matter of this Grant Agreement must identify the Board as the sponsoring agency. 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.
- 11.2. Endorsement. The Grantee must not claim that the State endorses its products or services.
- **12. 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 Agreement, or its breach, must be in the appropriate State or federal court with competent jurisdiction in Ramsey County, Minnesota.
- **13. Termination.** The State may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- **14.** 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.
- **15. Prevailing Wage.** It is the responsibility of the Grantee or contractor to pay prevailing wages on construction projects to which State prevailing wage laws apply (Minn. Stat. 177.42 177.44). All laborers and mechanics employed by grant recipients and subcontractors funded in whole or in part with these State funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality.
- 16. 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*. 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. 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. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant at the State's request. 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.

**IN WITNESS WHEREOF**, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

Approved:			
Ramsey Conservation District	Board of Water and Soil Resources		
By:Mara Humphrey (print)	Ву:		
(signature)			
Title: Board Chair-Ramsey Conservation District	Title:		
Date:02/01/2018	_ Date:		



1425 Paul Kirkwold Drive Arden Hills, MN 55112 Telephone 651-266-7270 Fax 651-266-7276

## Ramsey Conservation District

Consent Agenda Item G

January 18, 2018 To: Members of the RCD Board From: RCD Professional Staff Subject: Staff Reports for October 20, 2017 – January 18, 2018

### Joe Lochner – Conservation Design Specialist

### Technical

- Construction observation at Common Bond Communities
- Project design, review, and Community Partners (BWSR) application for Rondo Commemorative Park
- Project design, review, and Community Partners (BWSR) application for Lifetrack
- Contract creation (Flood Relief) for Lilydale Regional Park Stabilization project
- Numerous site visits, designs and watershed analyses for CRWD
- Assistance updating CRWD BMP database

### Meetings, Office Work & Administrative

- Lilydale Meeting at St. Paul Parks and Rec to review design development drawings and cost figures
- MASWCD Conference attendance
- Meeting with White Bear Township to discuss the West Ave Raingarden ADA access trail
- CRWD Stewardship Grant Program Improvement meeting at Wilder Center
- CRWD Recognition and Awards Ceremony
- Lilydale Regional Park "North Knob" Stabilization Community Meeting at Baker Recreation Center
- Lilydale meeting with Great River Greening to discuss additional funding opportunities
- Site visit to West Minnehaha Rec Center
- Meetings and attendance at AELSLAGID hearing regarding landscape architecture registration
- Site visit to Brink Manor Apartments
- Grant updating on E-Link (BWSR Grant Reporting System)
- 4th Quarter Billing
- Year-end performance review
- Year-end project figures reporting

#### **Michael Schumann - Natural Resource Specialist**

#### **Technical Project Highlights**

- Sucker Lake Channel CWF FY2017; General Construction Complete/Planting Bid Packets Vadnais Heights
- CWF FY15 Lionsgate Academy; Out for Bid Shoreview
- CWF FY17 North Park Condo; Construction Documents St Paul
- CWF FY15 Brighton Square; Technical Review New Brighton
- CWF FY214 Wakefield Grant; Constructed/Closed-out Maplewood
- Canabury HOA CWF FY2015; Constructed/Closed-out Little Canada
- Shepherd of the Hills Church CWF FY2015; Constructed/Closed-out Shoreview
- Charlie Lake and Wilkinson Lake Shoreline Vegetation Survey Reports VLAWMO
- Residential Raingarden, Shoreline and Native Planting Projects; Conceptual & Construction Designs

#### Meetings

- Area 4 Technical Training Team Meeting
- RWMWD End of Year Cost Share Meeting
- University of Northwestern, FY14 Flood Recovery Funding Shoreline Project

#### Miscellaneous

- Assisted with drafting MRCCA Chapter for County 2040 Comp Plan
- CWMA Installation White Bear Lake
- MACD Annual Conference
- WCA TEP Reporting & Onsite Application Reviews
- DNR Ob Wells Measurements 2018-2nd Quarter
- 4<sup>th</sup> Quarter Billing, Grant Reporting

#### Andrea Prichard – Environmental GIS Technician

#### Meetings

- Water Resources Conference
- MN DNR meeting on Water Conservation/White Bear Lake update
- RCWD Inspector Team meetings
- Matoska IB International World School re: Groundwater Audit
- Groundwater and Watershed Planning, Owatonna
- Presenter, RCWD Board meeting, Bald Eagle Lake Subwatershed Assessment
- MASWCD Annual Convention
- MN Agricultural Water Quality Certification Program update, Dept of Ag
- Task Force meeting of Campus Groundwater Conservation Planning Initiative

#### **Technical Projects**

 Erosion & Sediment Control Inspections and Reporting: -Rice Creek Watershed District, New Brighton, St. Anthony, Roseville, Blaine

- Groundwater
  - -Well-Sealing Cost-Share 44 wells sealed with participants reimbursed. -86% of the 1480 grant (\$20,000) is spent with another 7% encumbered
  - -13% of the 5165 grant (\$90,000) is spent with another 3% encumbered
- Campus Groundwater Conservation Planning

-Groundwater Audit measurements complete for Matoska Elementary -Water Conservation Activity with "Water Warriors" 5<sup>th</sup> graders – Matoska -Collaboration with Anoka Conservation District on Pilot study

Well Inventory

-Completion of Dataset merger between 2012 MDH sealed wells shp and 1996 RCD unsealed wells shp (thousands of records updated) – with Dan Wolski -Integration of hundreds of newly sealed records into inventory – with Dan Wolski

#### Miscellaneous

- Publishing interactive RCD Project Highlight Map to website
- Site visit to North Oaks Farm for Buffer Law compliance verification
- Ramsey County Comprehensive Plan

-Mississippi River Corridor Critical Area mapping and 2 written sections -Mapping of Impaired Waters and Septic Systems of Ramsey County

#### **Brian Olsen – Conservation Technician**

#### **Technical Project Highlights:**

- RCWD site visits
- RCWD residential project clean water plan concepts
- RCWD residential project designs
- RCWD Brighton Square HOA Community Partners project raingarden designs
- RCWD project designs for shoreline restoration on Josephine Hills HOA property
- CRWD residential clean water plan concepts
- CRWD 20 curb cut raingarden site plans to submit to city for review
- CRWD Pierce Butler & Hamline curb cut designs/submit to city for review
- Monitoring Inspections of Momentum Preservers final year sediment samples
- RCWD Erosion and Sediment Control Inspections
- Inspect past BWSR cost-share projects

#### **Other Highlights:**

- Attended MN Water Resources Conference
- Update website information
- Helped with installing seed mix at CWMA site
- Update Changes and print out copies of RCD Comprehensive Plan
- 4<sup>th</sup> Quarter Billing
- Vectorworks Webinar on terrain modeling
- Attended Vectorworks training event
- Begin work/layout of 2018 Annual Plan and 2017 Report

#### Dan Wolski – Conservation Technician

#### **Technical Projects**

- Erosion and stormwater inspections: Cities of Arden Hills and Shoreview
- Additional inspections covering RCWD staff territory
- State cost share BMP maintenance inspections
- White Bear Lake CWMA site prep and seeding

#### Meetings, Office Work & Administrative

- 2017 AIS survey data editing for yearly report
- Rain gauge network data entry
- Updated well inventory database
- Processed incoming and expiring permits
- As-built survey reviews
- Arden Hills pre-construction meetings
- RCWD Inspector meetings

#### Justin Townsend – Conservation Technician/AIS Coordinator

#### **Technical Projects**

- Organizing AIS Task Force Meeting
- Production of a comprehensive Watercraft Inspection Program analysis of inspection data
- Updated Ramsey County boat Launch information, metrics template, and watercraft inspection hours as required by the Department of Natural Resources
- Recruiting for and organizing Civic Governance meetings for Initiative Foundation grant
- Assisted in covering inspections for Rice Creek Watershed District
- Drafting MRCCA chapter of the County 2040 Comprehensive plan
- Applied for Minnesota Department of Agriculture's terrestrial weed grant in cooperation with Ramsey County Parks and Recreation, Ramsey Washington Metro Watershed District, and many cities in the county.
- Assisted in completion of Ramsey County Cooperative Weed Management Area (RCCWMA) grant including planting and stabilizing an area in White Bear Lake treated for Japanese Knotweed

#### **Meetings/Events**

- AIS Task Force Meeting, Silver Lake Management meeting, Lake Emily milfoil action meeting, Civic Governance for AIS meetings, and Community Based Social Marketing for AIS conference
- Minnesota Agricultural Water Quality Program Certification training
- Attended two urban agriculture webinars
- RCCWMA quarterly meetings
- Pollinator consortium
- Buckthorn Symposium

#### Ann WhiteEagle – District Manager

#### Meetings/Events

- Attended two MCD Managers Meetings and one MCD board meeting
- Attended two AIS meetings one new Civic Governance meeting moderated by MN Lakes & Rivers
- Area IV/MACD Meeting at Cabellas
- Completed portion of Misssissippi River Critical Corridor Area (MRCCA) Chapter for the Ramsey County Comprehensive Plan and sent Ramsey County Commissioners printed copies of the RCD Comp Plan
- Attended the MASWCD Annual Conference, which included the Outstanding Conservationist luncheon and the Sandhill Dairy and Toad River Farms from Perham, MN was selected as the winner. Senator Carrie Ruud was legislator of the year, and the SWCD of the Year went to Crow Wing.
- Numerous BWSR meetings, including one regarding Watershed-Based Funding for the metro area. Ramsey County area was given \$442,000 for all the LGUs in the county to discuss distribution either on competitive or collaborative basis and most likely we will proceed with a collaborative basis.
- Participated in two Climate Resilience workshops given by the Uof MN, which were outstanding
- Attended Freshwater Society event on the Yahara Watershed
- Attended update meeting on the Lilydale restoration project
- Participated in DNR Conservation meeting
- Attended Aspen Financial System update meeting

#### Hr/Payroll/Finance

- Completed 4th quarter 2017 abbreviated Treasurer's Report
- Completed reviews for all RCD staff
- Reported on roughly 20 BWSR grants for the February 1<sup>st</sup> deadline
- Completed recommendations for five former staffers!
- Completed and submitted to state the 3<sup>rd</sup> and 4<sup>th</sup> Qtr Wage Report
- Updated professional service agreements for 2018
- Still working to close out 2017, which should be the 7<sup>th</sup> consecutive year finishing with revenue exceeding expenditures

#### Other

- Completed a comment letter for BWSR's PRAP
- Responded to the County regarding the PRAP and RCD Board recommendations
- Responded to two data practices requests one from Supervisor Behrens and one from SmartProcure for all purchase orders since October, 2014
- Attended RCD video shoot of children portraying themselves as fish and algae.
- Procured a parliamentarian and attorney for the February board meeting
- Performed normal board activities, accounting functions, payroll functions, and office management functions.
- Will be on vacation from Feb 6-20.

# **Consent Item H**

### **Ramsey Conservation District**



Meeting Date: 2/1/2018

Prepared by: Ann WhiteEagle

#### **Purpose/Action Requested:**

Approval of the following:

- 4<sup>th</sup> quarter abbreviated treasury report (though items will continue to post to the 2017 budget until March 1<sup>st</sup>)
- Disbursement Journal for Operational Budget 9/25/2017 01/18/2018 for \$143,807.14
- Disbursement Journal for Project Budget 9/25/2017 01/18/2018 for \$315,948.81

#### Summary:

Though 2017 is still open for financials for both expenditures and revenue to post, the RCD is currently showing an increase to our fund balance for 2017.

4th Quarter 2017 Treasurer's Report					
		Actual	Projected		
2017 Revenue		YTD Q4	Total 2017		
County Su	ipport (Levy)	30	30		
County (B	WSR match)	0	30		
Ag Fees R	lec'd YTD	72.04	74.4		
Contracte	d Services	1.29	1.5		
Fee for Service		258.5	215		
Grants		132.1	182		
Recovery		1.78	0		
Total		495.71	532.9		
		Actual	Budget		
2017 Expenditures		YTD Q4	Total 2017		
Operating Budget		494	532.9		
	Total	494	532.9		
Revenue	less Expendit	ture	1.71		
Fund bala	nce 1/1/17		364		
Actual fur	nd balance 1	2/31/17	366		
(as of 1/1					
Note: All figures in 000s					

Supporting Documents: Disbursement Journals

### Disbursement Journal-Projects-9/25/2017-01/18/2018

Date Vendor ID	Name	Amount Voucher ID/ Journal Description		
Grant/Project: AIS Program		Amount Voucher ID/ Journal Description		
12/8/2017 0000101332	DNR Waters	2,160.00 SWCD 00003739		
12/20/2017	RCD	AIS Program - partial reimbursement to RCD for 673.21 program supplies		
12/28/2017	RCD	13,958.80 AIS funding to pay RCD staff, per 1/13/2017 MOU		
12/28/2017	RCD	31,041.20 AIS funding to pay RCD staff, per 1/13/2017 MOU		
12/28/2017	RCD	2,629.25 AIS transfer for assistance and veg survey		
Grant/Project: State Cost	Share G223001			
10/4/2017 0000082000	White Bear Township	10,163.00 SWCD 00003714		
Grant/Project: FY17 Well	Sealing 5165 Grant G223008			
0/28/2017				
9/28/2017 0000211784	Meyer,Lloyd	657.50 SWCD 00003703		
9/28/2017 0000211786	Schoenborn,Mary	700.00 SWCD 00003704		
9/28/2017				
0000211787	Woodruff,Lee	626.00 SWCD 00003705		
9/28/2017 0000211785	Olson,Lawrence	662.50 SWCD 00003706		
12/1/2017				
0000212308	Mclaurin,Walter	750.00 SWCD 00003731		
12/1/2017 0000180909	Evanson,Nicole	750.00 SWCD 00003732		
12/1/2017				
0000212262	Butler,Dexter	550.00 SWCD 00003733		
12/1/2017 0000212265	West,Troy	750.00 SWCD 00003734		
12/1/2017 0000212267	Manning,Carol	750.00 SWCD 00003735		
12/1/2017	Honno Michael			
0000212270	Hanna,Michael	750.00 SWCD 00003736		
12/1/2017 0000212264	Burkhardt,Debra	200.00 SWCD 00003737		
Grant/Project: FY17 Well Sealing 1480 Grant G223020				
9/28/2017				
0000211788	Reichenbach,Bruce	733.50 SWCD 00003707		
9/28/2017				
0000211790	Wocken,Jean	750.00 SWCD 00003708		
9/28/2017	Peterson, Dennis	744.00 SWCD 00003709		
0000211789		744.00 SWOD 00003103		

9/28/2017	0000211791	Cote,Rebecca	666.25	SWCD 00003710
10/2/2017	0000211803	Letourneau, Timothy	598.00 <sup>S</sup>	SWCD 00003712
10/2/2017	0000211802	Mason,Brent	487.50 \$	SWCD 00003713
12/1/2017	0000212264	Burkhardt,Debra	712.50 \$	SWCD 00003725
12/1/2017	0000167591	Hrabik, Marilyn	750.00 \$	SWCD 00003726
12/1/2017	0000212259	Meyer,William	750.00 <sup>g</sup>	SWCD 00003727
12/1/2017	0000212260	Hensley,Judith	425.00 <sup>g</sup>	SWCD 00003728
12/1/2017	0000212261	Nelson,Merlin	510.50 \$	SWCD 00003729
12/1/2017	0000212312	Hoeschler,Linda	725.00 \$	SWCD 00003730
Grant/Projec	t: FY16 CWM	A Grant G223010		
10/2/2017	0000148638	Mn Native Landscapes Inc 1	0,460.00 <sup>S</sup>	SWCD 00003711
11/22/2017	0000207126	Us Bank Procurement Card	1,500.00 E	BA 00009076
12/8/2017		RCD	40.00 F	FY16 CWMA tech transfer for RCD staff
12/8/2017 12/13/2017	0000102336	Ramsey-Washington Metro		FY16 CWMA tech transfer for RCD staff SWCD 00003738
12/13/2017	0000102000	Ramsey-Washington Metro		
12/13/2017	0000102000	Ramsey-Washington Metro Watershed Dist Grant G223011	3,000.00 S	
12/13/2017 Grant/Projec	0000102000	Ramsey-Washington Metro Watershed Dist Grant G223011 RCD Vadnais Lake Area Water Mgmt	3,000.00 \$ F 7,130.22 t	SWCD 00003738 FY17 WCA G223011 WCA FY17/BP16 Admin
12/13/2017 Grant/Projec 12/31/2017	0000102337	Ramsey-Washington Metro Watershed Dist Grant G223011 RCD Vadnais Lake Area Water Mgmt	3,000.00 \$ F 7,130.22 t 1,380.00 \$	SWCD 00003738 FY17 WCA G223011 WCA FY17/BP16 Admin ransfer for RCD staff (Resolution 17-07-03, Item 9)
12/13/2017 Grant/Projec 12/31/2017 12/31/2017	0000102337	Ramsey-Washington Metro Watershed Dist Grant G223011 RCD Vadnais Lake Area Water Mgmt Org Ramsey-Washington Metro Watershed Dist	3,000.00 \$ F 7,130.22 t 1,380.00 \$ 685.2 \$	SWCD 00003738 FY17 WCA G223011 WCA FY17/BP16 Admin ransfer for RCD staff (Resolution 17-07-03, Item 9) SWCD 00003746
12/13/2017 Grant/Projec 12/31/2017 12/31/2017 12/31/2017 12/31/2017	0000102337 0000102336 0000001996	Ramsey-Washington Metro Watershed Dist Grant G223011 RCD Vadnais Lake Area Water Mgmt Org Ramsey-Washington Metro Watershed Dist	3,000.00 \$ F 7,130.22 t 1,380.00 \$ 685.2 \$	SWCD 00003738 FY17 WCA G223011 WCA FY17/BP16 Admin ransfer for RCD staff (Resolution 17-07-03, Item 9) SWCD 00003746 SWCD 00003747
12/13/2017 Grant/Projec 12/31/2017 12/31/2017 12/31/2017 12/31/2017	0000102337 0000102336 0000001996	Ramsey-Washington Metro Watershed Dist Grant G223011 RCD Vadnais Lake Area Water Mgmt Org Ramsey-Washington Metro Watershed Dist Rice Creek Watershed Dist unity Partners Grant G223013 Crestview Forest Recreation	3,000.00 \$ F 7,130.22 t 1,380.00 \$ 685.2 \$ 1,140.00 \$	SWCD 00003738 FY17 WCA G223011 WCA FY17/BP16 Admin ransfer for RCD staff (Resolution 17-07-03, Item 9) SWCD 00003746 SWCD 00003747
12/13/2017 Grant/Projec 12/31/2017 12/31/2017 12/31/2017 12/31/2017 Grant/Projec	0000102337 0000102337 0000102336 0000001996 tt: FY15 Comm	Ramsey-Washington Metro Watershed Dist Grant G223011 RCD Vadnais Lake Area Water Mgmt Org Ramsey-Washington Metro Watershed Dist Rice Creek Watershed Dist Rice Creek Watershed Dist unity Partners Grant G223013 Crestview Forest Recreation Assn 1 Shepherd Of The Hills Lutheran	3,000.00 \$ F 7,130.22 t 1,380.00 \$ 685.2 \$ 1,140.00 \$ 0,000.00 \$	SWCD 00003738 FY17 WCA G223011 WCA FY17/BP16 Admin ransfer for RCD staff (Resolution 17-07-03, Item 9) SWCD 00003746 SWCD 00003747 SWCD 00003748
12/13/2017 Grant/Projec 12/31/2017 12/31/2017 12/31/2017 12/31/2017 Grant/Projec 9/28/2017	0000102337 0000102337 0000102336 0000001996 :t: FY15 Comm 0000211783	Ramsey-Washington Metro Watershed Dist Grant G223011 RCD Vadnais Lake Area Water Mgmt Org Ramsey-Washington Metro Watershed Dist Rice Creek Watershed Dist Rice Creek Watershed Dist unity Partners Grant G223013 Crestview Forest Recreation Assn 1 Shepherd Of The Hills Lutheran Church 2	3,000.00 \$ F 7,130.22 t 1,380.00 \$ 685.2 \$ 1,140.00 \$ 0,000.00 \$ 5,000.00 \$	SWCD 00003738 FY17 WCA G223011 WCA FY17/BP16 Admin ransfer for RCD staff (Resolution 17-07-03, Item 9) SWCD 00003746 SWCD 00003747 SWCD 00003748
12/13/2017 Grant/Projec 12/31/2017 12/31/2017 12/31/2017 12/31/2017 Grant/Projec 9/28/2017 10/18/2017	0000102337 0000102337 0000102336 0000001996 tt: FY15 Comm 0000211783 0000185763	Ramsey-Washington Metro         Watershed Dist         Grant G223011         RCD         Vadnais Lake Area Water Mgmt         Org         Ramsey-Washington Metro         Watershed Dist         Rice Creek Watershed Dist         unity Partners Grant G223013         Crestview Forest Recreation         Assn         Church         Canabury Pond Condominium         Assn Inc       2         1400-1410 Energy Park Drive	3,000.00 \$ F 7,130.22 t 1,380.00 \$ 685.2 \$ 1,140.00 \$ 0,000.00 \$ 5,000.00 \$	SWCD 00003738 FY17 WCA G223011 WCA FY17/BP16 Admin ransfer for RCD staff (Resolution 17-07-03, Item 9) SWCD 00003746 SWCD 00003747 SWCD 00003748 SWCD 00003702 SWCD 00003717

10/25/2017	0000039000	Maplewood, City of	30,000.00	SWCD 00003718			
12/8/2017	0000039000	Maplewood, City of	6,000.00	FY14 Wakefield Grant tech transfer for RCD staff			
Grant/Proje	Grant/Project: FY15 Lambert Grant G223015						
12/18/2017	7 0000102337	Vadnais Lake Area Water Mgmt Org	1,520.00	SWCD 00003740			
12/20/2017	7	RCD	5,046.00	FY15 Lambert Creek Grant Tech and Admin transfer for RCD staff			
Grant/Proje	ct: FY15 Flood	Relief Grant G223015					
10/17/2017	7	RC Parks	15,280.00	To offset a disbursement from 2016-G223016			
12/12/2017	7	Lilydale	-16,000.00	FY15/BY15 Flood Relief (Conservation District) for a Recovery of			
Grant/Proje	ct: FY16 Increa	sed Capacity Grant G223016					
12/31/2017	7	RCD	66,167.62	FY16/17 LC G223017FY16/BY16 Increased Capacity grant transfer to reimburse for RCD staff hours			
Grant/Project: FY17 Increased Capacity Grant G223016							
12/31/2017	7	RCD	39,056.06	FY16/17 LC G223017FY16/BY16 Increased Capacity grant transfer to reimburse for RCD staff hours			
Grant/Project: FY17 Buffer Law Grant G223018							
12/11/2017	7	RCD	3,000.00	FY17 Buffer Grant tech and admin transfer for RCD staff			
		Total	315,948.81				

#### BY2017 Disbursement Journal- Operations 9/25/2017-01/18/2018

Date	Vendor #	• Name	Amount	Detail
10/4/2017		Data Proc Srv-Mtce	1,390.00	July IS Charges 2017
10/6/2017		Data Proc Srv-Mtce	1,390.00	August IS Charges for 2017
10/18/2017	0000208331	Lawn Chair Gardener	780.00	Consulting Services
10/18/2017	0000101332	DNR Waters	60.00	Conference & Seminar
10/23/2017		Fire & Extended	300.00	Fire insurance
10/27/2017		Data Proc Srv-Mtce	3,436.00	September IS charges for 2017
10/31/2017		Data Proc Srv-Mtce	1,521.50	IS IC Charges October 2017
10/31/2017	0000207126	Us Bank Procurement Card	25.00	Andrea Prichard-Groundwater Seminar
10/31/2017	0000207126	Us Bank Procurement Card	80.38	Children's Water Conference Supplies
10/31/2017	0000207126	Us Bank Procurement Card	9.86	25x25 governor meeting-refreshments
10/31/2017	0000207126	Us Bank Procurement Card	28.92	Tape measure
10/31/2017	0000207126	Us Bank Procurement Card	49.37	Water
11/2/2017		Buildings & Office Space	3,024.00	4th Quarter PM rent 2017
11/16/2017	0000102335	Mn Assoc Of Soil & Water Cons Districts	1,245.00	Conference & Seminar
11/22/2017	0000207126	Us Bank Procurement Card	220.00	Brian Olsen- Water Resources Conference
11/22/2017	0000207126	Us Bank Procurement Card	220.00	Andrea Prichard- Water Resources Conference
11/28/2017	0000203346	Peterson Company Ltd	2,325.00	Accounting & Auditing Srvs
11/28/2017	0000100171	Telecommunications	172.20	Telephone- Local Service
11/28/2017	0000211200	Timesaver Off Site Secretarial Inc	139.00	Volunteer/Comm Meeting
11/28/2017	0000188094	Whiteeagle,Ann	98.83	Volunteer/Comm Meeting-refreshments
12/22/2017	0000207126	Us Bank Procurement Card	30.00	RCLLG Registration-Lena Buggs
12/22/2017	0000207126	Us Bank Procurement Card	30.00	RCLLG Registration-Margaret Behrens
12/22/2017	0000207126	Us Bank Procurement Card	15.02	Coffee-Meeting
12/22/2017	0000207126	Us Bank Procurement Card	51.26	Office Supplies
12/22/2017	0000207126	Us Bank Procurement Card	24.24	Water
12/27/2017	0000100171	Telecommunications	172.20	Telephone- Local Service
12/29/2017	0000137625	Washington Conservation District	2,135.82	Consulting Services
12/29/2017	0000210252	Landscape Architecture Inc	450.00	Consulting Services
12/31/2017	0000208331	Lawn Chair Gardener	2,080.00	Consulting Services
12/31/2017	0000001770	St Paul,City Of	726.00	Printing and Stationery-CompPlan
12/31/2017	0000100171	Telecommunications	172.20	Telephone- Local Service
1/12/2018		Payroll & Benefits	121,315.34	Total Payroll & Benefits
		Total	143,717.14	

# **Consent Item I**





Meeting Date: 2/1/2018

#### Prepared by: Justin Townsend-Conservation Technician

**Purpose/Action Requested:** Approval to accept the highest scoring bidder for the watercraft inspection program request for quote not to exceed \$40,000. Additionally, approval to sign the 2018 Delegation Agreement-Aquatic Invasive Species (AIS) Prevention Inspection of Water-related Equipment required by the DNR when it is released.

**Summary:** The RCD Board approved the Memo of Agreement (MOA) from Ramsey County Parks for the AIS Program at the February 2017 board meeting. In the MOA, the RCD agreed to coordinate boat access site inspections for up to \$80,000 for the 2017/2018 AIS budget. After a successful year in 2017 utilizing contractual inspection services, RCD is seeking bids from multiple providers this year. The chosen company will manage all human resource, payroll, scheduling, and training aspects of inspectors. Bidder will be chosen by scoring in a qualitative matrix conducted by Ramsey Conservation District staff with emphasis on price and qualifications.

As in 2017 as well, the DNR requires a signed delegation agreement 2018. The purpose of the agreement is to create a partnership with the DNR to enhance the inspection program with the RCD assuming "legal, financial, and administrative responsibilities for inspection programs on some or all public waters within their jurisdiction". The DNR's obligation is to provide training and certify inspectors.

**Explanation of Fiscal/FTE Impact:** Funds for these agreements are available through the 2018 AIS Prevention Aid.

# **REQUEST FOR QUOTE**

- TO: WaterGuards, LLC Waterfront Restoration, LLC
- **FROM:** Justin Townsend, Aquatic Invasive Species Coordinator, Ramsey Conservation District (RCD)
- **DATE:** January 16, 2018
- SUBJECT: Watercraft Inspection Program
- **CC:** Ann WhiteEagle, District Manager, Ramsey Conservation District
- **ATTACHED**: Exhibit A- Boat Launch Locations; Exhibit B- Solicitation Response Form; Exhibit C-Contractor Information and Reference Form

## Bid Package for Watercraft Inspection Program

### **Project Location:**

Ramsey County

## **January 16th**, 2018

**Prepared By:** 



### **Project Overview**

The Ramsey Conservation District (RCD) invites you to consider submitting a quotation for the Ramsey County Watercraft Inspection Program. This letter is intended to provide you with background information about the project, the anticipated scope of work, and deliverables. If you decide to submit a quotation, the submittal deadline is **4:00 p.m. on Wednesday, February 16, 2018**.

#### A. Project Name: Ramsey County Watercraft Inspection Program

#### **B.** Purpose:

Manage all aspect of the watercraft inspection program in Ramsey County.

#### **C. RFQ Questions:**

Questions can be sent to <u>Justin.Townsend@co.ramsey.mn.us</u> or call 651-266-7277 by February 2, 2018.

#### D. Scope of Work - General Parameters:

#### **1. Project Information**

**1.1. Purpose-** Ramsey Conservation District seeks a qualified contractor to hire for, manage, and report on watercraft inspections.

**1.2. Background Information-** This program is in place to inspect incoming and outgoing boats at Ramsey County boat launch access sites, Exhibit A. Terms and Conditions governing this solicitation, including applicable insurance requirements, are included as a part of this document. Ramsey Conservation District has no obligation to place an order as a result of this inquiry. Any contract(s) resulting from this solicitation shall not exceed the **\$40,000** in total for all costs and expenses.

#### 1.3. Scope of Services

- **1.3.1. Hiring Inspectors-** Contractor will provide inspectors to inspect watercraft at the access points on the Lakes outlined in Exhibit A. Contractor agrees that its inspectors will meet the following qualifications: The inspectors will be trained pursuant to the Department of Natural Resource's (DNR) training program for watercraft inspections, authorized in accordance with Minnesota Statutes section 84D.105, subd. 2(a), be at least 16 years of age, and will wear official uniforms provided by the Contractor. Contractor will remain current on invasive species issues and best practices for watercraft inspection services.
- **1.3.2. Scheduling Inspectors-** Contractor will schedule all inspectors and manage the ongoing calendar to ensure coverage. Contractor will manage the day-to-day coverage of the lake access points. The contractor will work with the RCD AIS Coordinator to schedule the contractor's own inspectors with RCD and Minnesota Department of Natural Resources inspectors in the most efficient manner. The contractor will manage inspector working hours to meet the budget. Anticipated scheduling will include only Saturday, Sunday,

and observed holidays between May 26, 2018 and September 3, 2018. RCD reserves the right to request weekday inspector coverage.

- **1.3.3. Payroll-** Contractor is responsible for hiring, paying, and managing its inspectors. This includes, but is not limited to, collecting required forms from employees (e.g. W-4) and provide required reports to the government (e.g. W-2). Contractor is solely responsible for withholding FICA, FUTA, State Unemployment, Workers Compensation, and state and federal withholding, and any other federal, state, or local required payroll obligations.
- **1.3.4. Inspector Duties-** Inspectors employed by the contractor will visually and tactilely inspect boats and water-related equipment to determine whether aquatic invasive species may be present. Inspectors will be trained to educate boaters on compliance with AIS laws by removing AIS, draining, decontaminating, or treating AIS and water-related equipment to prevent the transportation and spread of aquatic invasive species. Contractor inspectors will educate boaters on AIS and how to identify AIS. Inspectors will issue verbal orders to prohibit placing water-related equipment with AIS attached. With the boater's consent, contractor inspectors will assist with the removal of AIS. Inspectors will interview the boaters and collect data consistent with DNR rules and processes for collecting data. Inspectors will contact Conservation Officers or local law enforcement if a person transporting watercraft or water-related equipment refuses to take corrective actions to remove AIS or fails to comply with the requirements to drain water prior to leaving the water access or entering the Lake.
- **1.3.5. Reports** Contractor will provide RCD a report of hours covered by month. Contractor will provide the report to RCD with monthly invoices. Contractor will ensure DNR protocols and procedures for inspection records of boats and boaters entering the Lake are followed. Contractor will provide the RCD a report at the completion of the contract time frame summarizing hours worked at each lake by day, total hours worked at each lake, separated hours for special provision or grant hours, and a total of hours worked for the agreed upon contract in a format approved by the RCD AIS Coordinator. Reporting protocols outlined in the Minnesota Department of Natural Resources AIS Watercraft Inspection handbook must be followed. Additionally, all violations will be reported to the RCD AIS Coordinator immediately via telephone. Violations will also be reported via email to the RCD AIS Coordinator within 24 hours and include photos, boat registration numbers, and license plate numbers.

#### E. Timeframe and Budget:

**1. Contract Term-** The anticipated term of the resulting Agreement shall begin on April 23, 2018 and shall not exceed 1 year. A timeframe in which the contractor is able to perform the duties must be included in Exhibit B.

#### 2. Budget

**2.1.** The resulting contract fee shall be a maximum not to exceed \$40,000 with threshold and rates to be determined.

**2.2.** The solicitation response shall include all costs for supplies, materials, equipment, labor, and expenses necessary to perform the work.

**2.3.** The contractor is understood to have included in its response price any applicable State or Federal sales, excise or other tax on all materials, supplies and equipment that are to be utilized. Do not itemize tax separately.

**2.4.** Subcontractors will not be allowed.

#### **F. Submission Requirements**

**1.** Contractors shall include the following forms and information in their solicitation responses. Responses should be a maximum of 5 pages, including attachments.

**1.1 Exhibit B**- Completed Solicitation Response Form. Please include total hours of inspections, training, administrative, and reporting along with costs per unit (e.g dollars per hour, dollar per mile, or cost per material unit). A concise narrative of how the requirements in section D of this document will be met should also be included.

**1.2. Exhibit C**- Completed Contractor Information and Reference Form. Contractor must have completed similar work involving watercraft inspections within the past 5 years and have references and example reports of work available upon request.

**1.3. Certificate of Liability Insurance**- The successful vendor shall show proof of insurance coverage and amount. Minimum insurance required general and automobile liability, is \$1,000,000.00, evidence of Workers' Compensation coverage is also required from the successful Vendor. The cost will be paid by the Vendor.

**1.4.** Solicitation responses shall be signed by a contractor representative authorized to bind the contractor.

**1.5.** Ramsey Conservation District reserves the right to accept or reject any and all solicitation responses received and waive any and all minor irregularities.

#### **G.** Contract Modification:

Any proposed changes in scope or modifications to final contract responsibilities are to be approved by RCD. The RCD may issue change orders to the contractor for changes in the materials, scope or specifications of the project. Each change order, including any changes to contractor fees, must be executed by the RCD and the Contractor.

#### H. Payment:

Payment must be coordinated RCD. Unless other arrangements are made, contractor will issue an invoice within 10 business days after the first day of the month following completed work. Invoices will be paid within 30 days of being received.

#### I. Drug and Alcohol Free Workplace

The Contractor hereby certifies, under penalty of perjury, under the laws of the State of Minnesota that under the contract he will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.). Therefore, the work site shall be kept drug and alcohol free at all times.

#### **J. Project Wages**

This is **NOT** a prevailing wage project.

#### K. Evaluation of Proposals:

Evaluation of project proposal will be a qualitative review conducted by Ramsey Conservation District with emphasis on price and qualifications.

#### L. Proposal Due Date:

Proposals must be submitted to the Ramsey Conservation District Office by:

#### 4:00 p.m. on February 16, 2018

Via mail or in person: Justin Townsend Ramsey Conservation District 1425 Paul Kirkwold Drive Arden Hills, MN 55112

#### M. Anticipated Project Timeline (subject to change):

Quotation packages due to RCD February 16, 2018 (4:00 p.m.) Contractor selection March 2, 2018 Notice to Proceed March 9, 2018 Substantial inspections to occur between these dates: May 26, 2018 and September 3, 2018. Work complete by October 5, 2018. Attached: Exhibit A- Boat Launch Locations; Exhibit B- Solicitation Response Form; Exhibit C- Contractor Information and Reference Form

### **EXHIBIT A:**

### **Boat Launch Locations**

Lakes to be included in Watercraft Inspection Survey Program

- 1. Bald Eagle Lake State Water Access Site
- 2. Island Lake State Water Access Site
- 3. Johanna Lake State Water Access Site
- 4. Josephine Lake State Water Access Site
- 5. Keller Lake State Water Access Site
- 6. Long Lake State Water Access Site
- 7. McCarrons Lake State Water Access Site
- 8. Otter Lake State Water Access Site
- 9. Owasso Lake State Water Access Site
- 10. Snail Lake State Water Access Site
- 11. Turtle Lake State Water Access Site
- 12. Wabasso Lake State Water Access Site
- 13. White Bear Lake County Park State Water Access
- 14. White Bear Lake Matoska Park State Water Access

## EXHIBIT B:

## **Solicitation Response Form**

Total Quote (Not to exceed \$40,000) \$:\_\_\_\_\_

Explanation of Total Quote (Training hours, total inspection hours, administrative costs, and reporting costs):

Budgeted Item	<u>Cost/unit \$</u>	<u>Total Cost</u>	Description
<u>Total cost</u>			

Add additional tables on a separate sheet if needed

Narrative explanation of proposed work (add additional sheets if necessary):

Company Name:		
Signature:		
Name Printed:		
Date:		

## EXHIBIT C:

## **Contractor Information and Reference Form**

Ramsey Conservation District requires completion of this form for this solicitation. Failure to submit this completed form with the solicitation response will result in rejection of the Contractor's solicitation response.

#### **Company Information:**

Contractor Name (as on file with the MN Secretary of State's Office, if applicable):

- 1. Name of CEO or Company President:
- 2. FEIN / Contractor Tax ID Number:
- 3. Minnesota Business Licenses Filing Number:
- 4. Local Telephone Number:
- 5. Toll Free Telephone Number:
- 6. Fax Number:
- 7. Email Address:
- 8. Address:
- 9. City:
- 10. State:
- 11. Zip Code:
- 12. Is your company a Certified Small Business Enterprise ("CERT SBE")?
- 13. If yes, what is your CERT SBE#?

#### Solicitation Response Contact:

Name and Title of the person to contact for questions concerning this solicitation response:

- 1. Local Telephone Number:
- 2. Toll Free Telephone Number:
- 3. Fax Number:
- 4. Email Address:
- 5. Address:
- 6. City:
- 7. State:
- 8. Zip Code:

#### Contract Mailing Address (if different from Company Information):

- 1. Contact Name and Title:
- 2. Local Telephone Number:
- 3. Toll Free Telephone Number:
- 4. Fax Number:
- 5. Email Address:
- 6. Address:
- 7. City:
- 8. State:
- 9. Zip Code:

**Reference Requirements:** Provide a reference for work completed within the last five (5) years that is similar to what is requested in this solicitation.

- 1. Reference
  - Company Name:
  - Contact Name and Title:
  - Local Telephone Number:
  - Toll Free Telephone Number:
  - Email Address:
  - Address:
  - City:
  - State:
  - Zip Code:
  - Description of Work Completed:

Name and Title of Authorized Contractor Representative:

Signature:

Date:

# **Consent Item J**

### **Ramsey Conservation District**



Meeting Date: 2/1/2018

Prepared by: Justin Townsend-Conservation Technician

**Purpose/Action Requested:** Approval of staff signing the Minnesota Department of Agriculture's 2018 terrestrial Weed Grant agreement if it is awarded.

Summary: Staff is requesting board approval to sign the Minnesota Department of Agriculture's Terrestrial Weed Grant agreement if RCD is awarded funds. The grant application requested \$30,000 with \$9,695 of additional in-kind work agreed upon from a variety of partners including several cities and Ramsey County. In partnership with these government entities and private citizens, grant dollars would be used to control Noxious weeds listed as Prohibited-Eradicate species oriental bittersweet, black swallow-wart, and teasel. If funds allow, Prohibited-Control species wild parsnip and narrowleaf bittercress, along with one unregulated species, poison hemlock, will be controlled. This grant will enable CWMA partners to fill a data deficit through delineation of current infestations and verification of new sites. Location data will allow efficient control efforts of these high priority plants to address habitat degradation. One instance of the effect these target species have is black swallow-wort which is linked to high monarch butterfly egg mortality. Infestations are in parks, open spaces, and yards that makeup a mosaic of habitable corridors supporting ecosystem services. These sites are critical in Ramsey County's delicate urban ecosystem that is already pressured by human disturbance. This grant will provide needed funding for partners to protect natural vegetation by removing these aggressive plant species. Furthermore, several of these species have human health concerns. With population density creating a high probability of spread leading to increased treatment costs, human health concerns, and decreased wildlife diversity this grant will be critical in making an impact on reducing the negative effects of invasive plants.

Selection of grantees will be announced on March 12, 2018. Work plans will be approved and grant fulfillment will begin on April 2, 2018. Final reporting and grant closeout must be completed by November 16, 2018.

**Explanation of Fiscal/FTE Impact:** Funding for completion of grant objectives is through this grant and **o**ther partners providing matching in-kind work. The fiscal impact on RCD is estimated at \$1600 for administration of the grant by RCD staff.

Supporting Documents: