

Agenda
Regular Board Meeting
Thursday, June 1, 2017
6:30 p.m.

1. Call to Order at 6:30pm – Chair Humphrey
 - A. Approval of Agenda
 - B. Announcements – Upcoming Meetings and Events
 - C. Public Comment (3 minutes)

3. Consent Agenda
 - A. Approval of Minutes from April 18 and May 4, 2017
 - B. Staff Reports

4. Business Items
 - A. Shared File Access (Information)
 - B. FY16 Flood Recovery Lilydale Project (Decision)
 - C. FY16 CWF Lambert Creek Reimbursement (Decision)
 - D. Multi-Unit Dwelling Policy (Decision)
 - E. AIS Program (Decision)
 - F. 2017 Conservation Forum Update (Information)
 - G. 2017 State of the Waters Event (Information)
 - H. FY14 CWF Wakefield Grant (Decision)
 - I. FY15 BWSR Community Partner Project Encumbrance (Decision)
 - J. Racial Equality & Inclusion Policy (Decision)
 - K. 2018-19 RCD Budget Packet (Decision)
 - L. FY17 CWF Well Sealing Grant (Decision)
 - M. CWMA Contractor (Decision)
 - N. FY16/17 WCA (Decision)
 - O. RCD By-Law/Board Meeting Operating Procedures Review (Information)
 - P. RCLLG Dues (Decision)
 - Q. Sherburne & Washington Service Agreement (Decision)
 - R. MASWCD Leadership Institute (Information)
 - S. Treasurer’s Report, 1st Quarter 2017 (Decision)
 - T. MASWCD Resolutions (Decision)
 - U. Buffer Other Watercourses (Decision)
 - V. 2016 Audit (Decision)
 - W. May 2017 Supervisor Expense Claims (Decision)
 - X. July Agenda Item Requests (Information)
 - Y. Policies & Procedures for Filling Vacant Board Seat (Information)
 - Z. TimeSaver Contract Approval (Decision)

5. Standing Committee Reports
 - A. Metro Conservation Districts – Willems
 - B. Rice Creek Advisory Committee –
 - C. Ramsey-Washington Metro WD Advisory Committee – Humphrey
 - D. Capitol Region Watershed District CAC and Board – Willems & Buggs
 - 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 – Buggs
 - ii. District 6 Land Use Task Force – Buggs
 - iii. St. Paul Regional Water Service Board – Humphrey

6. Next Regular Board Meeting – Thursday, July 6, 2017 at 6:30pm

7. Adjournment

ANNOUNCEMENTS

- June 1 – RCD Board Meeting
- June 3 – Waterfest on Phalen and Roseville Landscape Revival (attached)
- June 21 – Conservation Forum
- July 4 – RCD Office Closed for Holiday
- July 6 – RCD Board Meeting
- July 12 – MCD Tour with Washington CD Hosting – Special Meeting?
(attached)
- August 3 – RCD Board Meeting
- August 14 – Budget Hearing with Ramsey County Board at 1:30pm
- August 16 – Conservation Forum
- September 20 – RCD Tour (tentative)
- October 18 – State of the Waters at 7pm (tentative)

Make a splash!

A large, dynamic splash of water in various shades of blue and teal serves as the background for the entire poster. The water is captured in mid-air, creating a sense of movement and freshness.

WATERFEST

saturday
JUNE 4, 2016
11-4

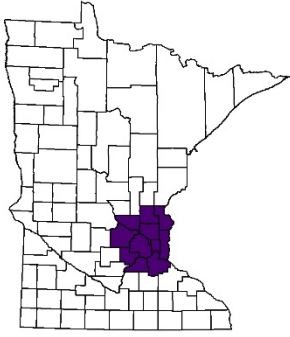
**A FREE
FAMILY
FESTIVAL**

**AT THE
LAKE PHALEN PARK
IN ST. PAUL**

Sponsored by:

RAMSEY-WASHINGTON METRO WATERSHED DISTRICT

www.rwmwd.org/waterfest



Roland Cleveland
MACD Area Director
MASWCD Vice President

Metropolitan Area Conservation Districts

Minnesota Association of Soil & Water Conservation Districts

Members: Anoka, Carver, Chisago, Dakota, Hennepin, Isanti, Ramsey, Scott, Sherburne, Washington & Wright SWCDs

Metropolitan Area Conservation Districts Annual Meeting

Wednesday, July 12, 2017

Hosted by the Washington Conservation District

Meeting Location

Stillwater River Boats, 525 South Main Street, Stillwater, MN 55082

AGENDA:

- 9:00 **Registration**
- 9:30 **Tour Boat Departs**
- 9:35 **Call to order and Pledge of Allegiance** – Roland Cleveland
- 9:40 **Business Meeting Items** – Roll call, Approve agenda, Secretary’s Report, Treasurer’s Report, MACD Committee Reports
- 9:50 **Introduction of SWCD Resolutions** – No voting will take place at this time. If you are bringing a Resolution to be consider please bring at least 35 copies to distribute amongst those attending the Area meeting.
- 10:00 **2017 Legislative Update** – speaker TBD
- 10:30 **Governor Mark Dayton’s “25 by 25” Water Quality Goal** – speaker TBD
- 11:00 **Resolution Voting** – SWCD Supervisors will vote on conservation policy requests by local District members.
- 11:30 **Lunch, Tour, and Networking**
- 1:30 **Tour Completed**

MACD’s purpose is to provide for education, communication, cooperation, and coordination between and among its member districts and affiliated partners, in order that the quality of the natural resources and environment within the member districts jurisdiction and MACD as a whole, will be maintained and improved to the greatest possible extent.

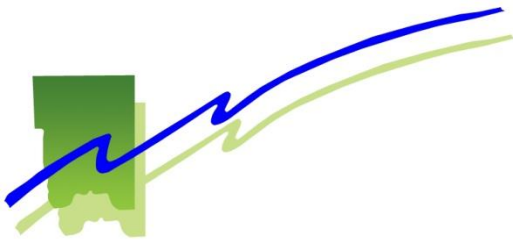
Consent Agenda

Consent Item A. Approval of Minutes of April 18 and May 4, 2017

Attached

Consent Item B. Staff Reports

Attached



Minutes of the **Board of Supervisors Special Meeting for RCD Workshop** held April 18, 2017.

1. Meeting called to order by Chair Humphrey at 11:02 a.m.

Roll of Attendance

Supervisors present:

Others present:

Margaret Behrens	Michael Schumann, RCD Staff
Lena Buggs	Ann WhiteEagle, RCD Staff
Mara Humphrey	Andrea Prichard, RCD Staff
Gwen Willems	Brian Olsen, RCD Staff
	Joe Lochner, RCD Staff
	Michelle Prosser, RCD Staff
	Kevin Bigalke, BWSR Central Region Manager
	Mary Peterson, BWSR Board Conservationist
	Rick Cunningham, Ramsey County Facilitator
	Dawn Pape, Shoreview Resident

Chair Humphrey welcomed Facilitator Rick Cunningham with Ramsey County. Mr. Cunningham indicated that he was there to assist with process and to help the Board focus on issues that are of importance to them. He then asked how he could be most helpful.

Supervisor Willems said she'd like him to keep the Board moving along to avoid being bogged down by any one topic. Chair Humphrey asked him to help the Board be sure that all voices are being heard as well as help them move through the items as needed and assist them in thinking about how they work together and make decisions as a Board. Supervisor Buggs indicated that there is a culture problem and conflict within the Board. She pointed out that the agenda included action items and said that her understanding was that decisions could not be made at a workshop and need to be made at a regular board meeting. Supervisor Buggs has requested a meeting of the personnel committee several times and believes that if the personnel committee were convened, they would be able to resolve the majority of the Board's issues and work together. Supervisor Buggs indicated that she does not feel the Board will be able to move forward or get anything done until the issues are resolved. Her understanding is that they are a policy board and that she would be effective in policy making but the Board has not gotten to that as there are personnel issues.

Facilitator Cunningham asked if the culture problem was in terms of how conflict is dealt with or if it was that all Board members were not on the same page as to what the Board is about and its role?

Supervisor Buggs responded that Board members represent individual districts and are accountable to the people they represent as well as the Board. Decisions are being made where the District Manager bypasses the full board and works specifically with the Chair. Supervisor Buggs indicated that she is the Vice-Chair of the board and in the case of having Facilitator Cunningham attend the Board meeting, the full board was not consulted. She feels this is indicative of what is happening with the Board. She would like to have a meeting where things are hashed out to then move forward. Supervisor Buggs feels there is one main issue that keeps the Board from moving forward.

Facilitator Cunningham said he appreciated the candid conversation and feels that while conflict can be unhealthy when it crosses the line to be disrespectful, but in general conflict is healthy as good, honest debate is how things are accomplished.

Facilitator Cunningham noted down for later discussion the issue of a culture of conflict and Supervisor Buggs' concern that until it was resolved the Board would not be able to move forward. He then asked Supervisor Behrens for her thoughts on how he can best help the Board.

Supervisor Behrens indicated that she does not think Facilitator Cunningham will be able to teach leadership, engagement or participation. She does think that every member of the Board should be engaged and participate equally, but that at this time that is not happening.

Facilitator Cunningham noted that the meeting process is an organic process and it is important to stay true to the agenda while not overlooking something that is obviously important to Board members. He also noted that it does not sound as though this conflict is something that will be resolved during this meeting, despite its importance. Facilitator Cunningham then posed the question of whether the Board would be able to move forward with the agenda of the day if the conflict is not resolved.

Supervisor Buggs indicated that she is not comfortable voting on the agenda's action items, particularly Item 2A (FY15 BWSR Community Partner Project Encumbrance), as she was not present for it and it was before her term. She would like the Board to resolve its conflict before taking care of any business.

Supervisor Willems asked Supervisor Buggs if the Board should change the agenda for the day and make it into only a personnel committee meeting or if Supervisor Buggs would be happy if a meeting was set for the personnel committee. Supervisor Willems asked Supervisor Buggs how she felt the Board could move forward.

Supervisor Buggs said she would like to see the Board deal with their conflict today. She suggested she could make a motion to remove the action items from the agenda, allowing the Board to deal with other items. Supervisor Buggs indicated her concern regarding filling the vacated Supervisor seat if the Board is not able to work together. Supervisor Willems agreed that this was an important issue. Supervisor Buggs said that was one of the main reasons that she attended today's meeting. Supervisor Buggs stated that the conflict and tension created a hostile work environment. Supervisor Behrens stated that she has experienced conflict and tension since 2008.

Facilitator Cunningham asked if the agenda will stay the same or have adjustments? He also asked if there had been an attempt to deal with the conflict and tension. Supervisor Behrens responded that Supervisor Buggs has requested a meeting of the Personnel Committee in January and three times

since.

Chair Humphrey indicated that the Personnel Committee was appointed as the body of the whole. As such, a meeting of the Personnel Committee would have to be a public meeting. Chair Humphrey stated that she had noticed a special closed meeting in February, but that there was no interest in talking during that meeting. Chair Humphrey reiterated that open meeting laws have to be followed.

Supervisor Buggs handed out copies of the open meeting laws. She referenced closed door meetings and indicated that they can be held if the Board is discussing personnel issues. Chair Humphrey stated that she had called a special closed meeting in February and that there was no interest in talking or having a closed meeting.

Facilitator Cunningham asked the Board to clarify if the special closed meeting in February had occurred or if it was not held due to a lack of interest. Chair Humphrey clarified that they held the meeting, but that at the meeting there was no interest in talking and as such, the minutes reflect that the Board did not have a closed meeting.

Supervisor Willems asked the Board to look forward and set a special meeting that would be closed. Chair Humphrey indicated that she is willing to hold a closed meeting if the Personnel Committee as a whole is interested. Supervisor Buggs said that there is interest in holding a Personnel Committee meeting.

Facilitator Cunningham asked if the Board was still interested in moving forward with the agenda if the action items were removed. He acknowledged that staff have an interest in making sure things are moving forward. Facilitator Cunningham asked if the Board would be willing to continue with the agenda if there a meeting of the Personnel Committee was set for a separate time. He asked if this would be an option for breaking the impasse.

Supervisor Willems then asked the staff if whether putting off the action items until next month's Board meeting would be detrimental.

District Manager WhiteEagle volunteered to speak for staff and indicated that action item A could be taken off but that action item B is the Aquatic Invasive Species watercraft inspection contract that has been under discussion for months. The contractor, has indicated that they need to begin hiring and training inspectors, but cannot do so until the agreement is approved. Hence, it would be a more critical action item. District Manager WhiteEagle also indicated that the Annual Plan does not need to be approved by the Board and could either be discussed or removed from the agenda. District Manager WhiteEagle also reminded the Board that a closed meeting would have to be noticed.

Facilitator Cunningham asked for any additional discussion and if the Board would like to vote.

Supervisor Buggs asked the Board if they were comfortable with either having the meeting now or having it later. She reiterated that to her knowledge they are not able to vote on any actions except at a regular board meeting.

Supervisor Willems asked if today's meeting had been noticed as a special meeting. District Manager WhiteEagle confirmed that it was noticed as a special meeting. Supervisor Behrens stated that the agenda stated it was a workshop, not a special meeting and that she would not participate in taking

action at a workshop.

Facilitator Cunningham then asked what the next step would be for the Board. Should they vote to continue with the agenda as written and if that motion did not carry, should they then come up with an alternative?

Chair Humphrey asked Supervisor Buggs to clarify her intent behind the closed door meeting. She asked if it would be to discuss personnel. Supervisor Buggs indicated that yes it would. Chair Humphrey asked Supervisor Buggs why they weren't able to have that discussion at the February special meeting. Supervisor Buggs stated that the February meeting wasn't noticed and that discussions were taking place over email, but that the majority then said that the emails couldn't continue as they were in violation of the open meeting law. Chair Humphrey confirmed that the open meeting law was the reason that the Board was not able to meet over coffee as Supervisor Buggs suggested. Chair Humphrey clarified that the open meeting law was the reason that the discussions were moved from emails to a special meeting that was then noticed. Supervisor Buggs stated that the Board has no by-laws in place and that there were no by-laws approved at her first meeting. Supervisor Buggs then reiterated the conflict facing the Board. Chair Humphrey said that everyone agreed there was conflict and that it was the reason one of the Board Supervisors had resigned. Supervisor Buggs stated she was there to resolve conflict. Supervisor Buggs indicated that all Supervisors were there representing their own districts and that she would respect the decisions of the Board. Supervisor Buggs stated that she is accountable to the people she represents and is on the Board because she cares about protecting natural resources and affecting policy. Supervisor Buggs indicated that she did not want to have Chair Humphrey and the District Manager making decisions for the Board to approve. Supervisor Buggs does not feel that she is a part of the decision making process and that the full Board has been kept in the dark while the Chair and District Manager work together. Supervisor Buggs stated that the Board does not have any say in the meeting agendas and that they are full of approvals for the Board.

Supervisor Willems then asked Supervisor Buggs if she felt that she had had input on previous agendas for regular monthly meetings. Supervisor Buggs said that she did not and that the Chair had not put out the call for agenda items.

District Manager WhiteEagle indicated that for the March Board meeting she requested that any Board members who had agenda items to notify the Chair to ask that they be placed on the agenda. District Manager WhiteEagle also stated that according to the BWSR orientation training the Board agenda is set by the Board Chair, in conjunction with the District Manager. This follows the procedure set by the District's state agency and that it is at the Chair's discretion whether to include additional items on the Board agenda. District Manager WhiteEagle stated that agenda items were added to the February and March Board meetings by Supervisor Buggs.

Facilitator Cunningham then asked the Board if they would like to continue this conversation as it seemed that they were beginning to discuss some of the conflict that they faced and table the agenda or if they would like to go through the agenda and address some of the action items for staff.

Motion by Supervisor Buggs, seconded by Supervisor Behrens to continue to discuss the Board conflict and continue their current conversation today, remove action items 2A and 2B from the agenda, table the rest of the agenda to the next regular Board meeting and set a separate date for a

meeting of the Personnel Committee.

Discussion: Chair Humphrey offered to set the Personnel Committee meeting prior to the May Board meeting. She then stated that she would vote no on the current motion as she feels the Board needs to get through some of the issues that are before them; in particular, the by-laws and how the Board operates and how they may be able to resolve their conflict and work together in the future.

Chair Humphrey stated that she felt that as Chair she had been being inclusive by sending Board information out 10 days in advance and by asking for agenda items. She indicated that she is in a difficult position as Chair as agenda changes have been requested in ways that would violate open meeting law, in her opinion. Chair Humphrey was also asked to put an agenda item on the agenda for the March board meeting that was in direct conflict with the RCD Board's by-laws and policies. Chair Humphrey feels that it is her responsibility as Chair to look out for the District; for example, by not adding agenda items that go against District policy, despite being requested to by another Supervisor. Chair Humphrey indicated that this is an example of the type of thing the Board could discuss and figure out by going over the by-laws, which would then allow the Board to move forward.

Supervisor Behrens stated that she would not vote on something that she had not had input on.

Supervisor Willems indicated that the Board has a lot of work to get done, especially with the quick adjournment of the last Board meeting. Supervisor Willems indicated a desire to accomplish as much as possible today, in particular addressing the AIS agreement, reviewing the by-laws and setting a date for a meeting of the Personnel Committee.

Mr. Bigalke clarified that if the Board's intention was to call a closed door meeting regarding personnel, it must be decided in a public meeting by a majority vote and then properly noticed. The Board is also required to be very clear as to the intent of the closed meeting. Staff or personnel review is not subject to a closed meeting, with the exception of it being requested by the staff member that it be a closed meeting review. Labor negotiations or contracts are the type of topics that are subject to a closed meeting. Supervisor Behrens stated that this information was covered in the hand out supplied by Supervisor Buggs. Mr. Bigalke continued to say that this meeting was noticed as a special meeting and whether it was called a workshop or not, it is a special meeting and the Board is allowed to take action during it.

Chair Humphrey clarified that Mr. Bigalke had said that the Board needs to specify a particular reason for holding a closed meeting. Mr. Bigalke confirmed that fact and that the Board needs to be very clear about the intent of the closed meeting.

Supervisor Buggs indicated that she understands Chair Humphrey's position as the Board Chair. She would like to request that Chair Humphrey ask for full board participation on the agenda. Supervisor Buggs feels this will alleviate the need for Chair Humphrey to act as arbitrator.

Chair Humphrey asked to clarify Supervisor Buggs' request; and asked if it would be better if Chair Humphrey sent out the agenda and asked for changes instead of the District Manager sending out the agenda. Supervisor Buggs indicated that yes, that is what the Board is supposed to be doing. The District Manager should be carrying out the policies that the Board sets. Chair Humphrey asked if talking about agenda items for the next meeting could be discussed at the end of the current board

meeting. Chair Humphrey indicated that this could be a way of having everyone able to discuss the agenda without violating open meeting laws. Supervisor Buggs and Supervisor Willems agreed.

Supervisor Buggs reminded the Board that her motion was still on the table. Chair Humphrey asked if Supervisor Buggs would accept a friendly amendment to include the action item 2B. Supervisor Behrens indicated that she had already seconded the original motion.

Supervisor Buggs asked for clarity on 2B on why it needs to be approved today. Staff member Prosser explained that aquatic invasive species program is contracting with a third party to provide watercraft inspectors this season. The third party needs to have the contract approved in order to begin hiring inspectors. Staff member Prosser then will need to insure that inspectors attend Department of Natural Resources training before ideally beginning work at boat launches in early May, the same time that the next Board meeting is set for.

Supervisor Buggs requested a few minutes to review Action Item 2B. The Board then took a five-minute break.

After reconvening, Ms. Peterson voiced concern for Action Item 2A. She had given an extension for one of the projects under the FY15 Community Partners Grant previously. This action item was on last month's Board agenda and no action was taken. She indicated her concern that if action is not taken the RCD and BWSR may lose the project.

Supervisor Buggs indicated that Action Item 2A had been put in place prior to her being on the Board. She does not feel comfortable voting for it and asked how long the extension was through as there will be another May board meeting where it could be considered. Ms. Peterson indicated that the extension went through December of 2018. However, in order to get the funding encumbered, contractors lined up and construction completed, additional delays would be detrimental and could cause possible completion date issues.

Facilitator Cunningham inquired as to whether information on Action Items 2A and 2B was provided to Board members in advance for review. Ms. Peterson indicated that it was included in the Board packet.

Chair Humphrey withdrew her friendly amendment in the interest of moving ahead with the meeting.

The motion on the table was reviewed and the vote was taken.

Voting in favor of taking no action on Action Items 2A and 2B, tabling today's current agenda and setting a date for a meeting of the personnel committee: Behrens, Buggs – Voting against: Humphrey, Willems – Abstaining: none. Motion failed to carry.

Motion by Chair Humphreys, seconded by Supervisor Buggs to set a closed meeting of the personnel committee to discuss the District Manager's performance and the interaction between Supervisors on May 4, 2017 at 5:30 p.m.

Discussion: Mr. Bigalke indicated that the description of the meeting as 'a meeting of the personnel committee to discuss personnel issues with regards to interactions between supervisors and to clarify the roles of the Chair, the District Manager and the full board' would not merit a closed meeting. If

they were discussing a contract or the status of employment of employees that would be a closed meeting, but that they would need to be more specific than the initial description. Supervisor Buggs stated that it would not be just discussion of roles and responsibilities. Supervisor Buggs indicated that she would like to discuss the District Manager and personnel issues as it relates to job performance. Mr. Bigalke indicated that that would be sufficient. District Manager WhiteEagle asked for clarification of her understanding that as the staff member who is being discussed at the closed meeting, she is able to request that the meeting be open. Mr. Bigalke confirmed her understanding.

Voting in favor of setting a closed meeting of the personnel committee to discuss the District Manager's performance and the interaction between Supervisors on May 4, 2017 at 5:30 p.m.: Behrens, Buggs, Humphrey, Willems – Voting against: none – Abstaining: none. Motion carries.

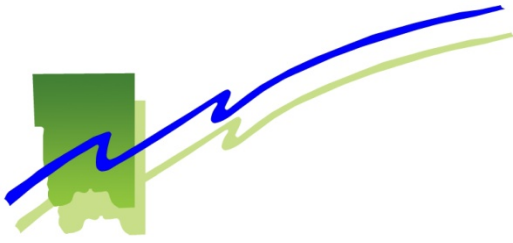
Motion by Chair Humphreys, seconded by Supervisor Willems to approve and proceed with the agenda as written.

Voting in favor of approving and proceeding with the agenda as written: Humphrey, Willems – Voting against: Behrens, Buggs – Abstaining: none. Motion failed to carry.

2. Adjournment: **Supervisor Willems made the motion to adjourn the meeting at 12:12 p.m. Supervisor Buggs seconded.**

Voting in favor of adjournment: Behrens, Buggs, Willems - Voting against: Humphrey - Abstaining: none.

These minutes are submitted by Michelle Prosser.



Minutes of the **Board of Supervisors Regular Board Meeting** held May 4, 2017.

1. Special Meeting – Closed Meeting for Personnel Committee to discuss job performance of the District Manager at 5:30 pm.

2. Meeting called to order by Chair Humphrey at 6:36 pm.

Roll of Attendance

Supervisors present:

Others present:

Margaret Behrens	Ann WhiteEagle, RCD Staff
Lena Buggs	Michelle Prosser, RCD Staff
Mara Humphrey	Joe Lochner, RCD Staff
Gwen Willems	Samantha Berger, Rice Creek WD Staff
	Dale Reed, White Bear Township Public Works
	John Ristad, Ramsey County Attorney
	Dawn Pape, Landscape Gardner, LLC
	Mary Peterson, BWSR Board Conservationist

- A. Approval of Agenda: **Motion by Supervisor Buggs and Supervisor Willems seconded** to approve the final agenda, after Supervisor Humphrey amended Action Item B to include a request for approval of Right Track MOU, and added Action Item N regarding Well Sealing, Action Item O for LCCMR submission approval, and Action Item P for Board Vacancy Discussion. Motion carried unanimously.
- B. Announcements: Supervisor Behrens added the following Ramsey County League of Local Governments (RCLLG) meetings: 1) May 18 at 6:30 pm in the City of Maplewood Council Chambers with the Metropolitan Council; 2) May 25 at 7:00 pm at the City of Arden Hills, with the Safer Schools Task Force and John Choi; and, 3) September 21 at 6:00 pm, Public Safety Priorities with Maplewood Police Chief Schnell, along with celebrating his retirement. Supervisor Humphrey added the St. Paul Regional Water Services open house will take place on Thursday, May 11.
- C. Public Comment: Amy Eckbert, a visitor from St. Paul, thanked the Board for their work. She expressed concern regarding groundwater in Minnesota, and the Board’s inability to hold a meeting in April. Others in the audience introduced themselves: Samantha Berger, Rice Creek Watershed District and Dale Reed, White Bear Township Public Works Director; John Ristad, Ramsey County Attorney; Mary Peterson, Board of Water and Soil Resources; and, Dawn Pape,

Landscape Gardner.

3. Consent Agenda

Motion by Supervisor Willems and Second by Supervisor Buggs to approve the consent agenda.
Motion carried unanimously.

- A. Approval of Minutes from February 2, March 2, and April 6, 2017
- B. Staff Reports

4. Action Items

A. February, March and April 2017 Supervisor Expense Claims:

Resolution 17-05-01. Motion by Supervisor Buggs second by Supervisor Behrens. A clarification was made that the motion includes all expense claims to date, including ones not in the board packet, for February, March, and April 2017. Resolved, the Board approved all expense claims submitted to date for February, March, and April by Supervisors Behrens \$1,383.87, Buggs \$825.00, Gardner \$77.14, Humphrey \$87.84, and Willems \$1,155.35.

Voting in favor: Buggs, Behrens, and Willems - Voting against: Humphrey – Abstaining: none

B. AIS Invoice and Watercraft Inspections Agreement: **Resolution 17-05-02.**

Motion by Supervisor Willems second by Supervisor Buggs. Ms. Prosser explained WaterGuards, LLC, will be hiring the inspectors for the summer watercraft inspections. The AIS Becker Invoice was for an advertisement that promotes AIS education. Right Track is a program that matches local youth with employment opportunities, and they would like to have two youth working 16 hours per week. Resolved, the Board approved payment of the Becker SWCD Invoice for \$850, signing the WaterGuards Agreement, and signing the Right Track Memorandum of Understanding.

Voting in favor: Buggs, Behrens, Humphrey, and Willems - Voting against: None – Abstaining: none.

C. 2018-19 RCD Budget Approval: Supervisor Humphrey noted that since the Board had not approved the budget materials in time for the April 10 Ramsey County Deadline, RCD staff submitted a staff recommended budget and materials. Supervisor Buggs expressed interest in submitting a racial inclusion policy from the Board. Supervisor Behrens stated it is a disservice not having a full website and requested it be included in the budget. Ms. WhiteEagle pointed out web design was included under account 421501 for \$10,000, and they are unsure if there will be additional Increased Capacity funding since it has not yet been approved by the Legislature. Mary Peterson clarified that those funds would be tied to work plan activities. **Resolution 17-05-03.** Motion by Supervisor Buggs second by Supervisor Willems. Resolved, the Board approved the 2018-19 RCD Budget, with a Board drafted racial inclusion policy.

Voting in favor: Buggs, Behrens, Humphrey, and Willems - Voting against: None – Abstaining: none.

Motion by Supervisor Humphrey second by Willems to decrease the Per Diem line item to \$15,000 because it was increased funding taken from seasonal salaries. The motion failed.

Voting in favor: Humphrey, and Willems - Voting against: Behrens and Buggs – Abstaining: none.

D. 2017 Conservation Forum Topics and Locations: Ms. Prosser announced the forum in May will be on Recycling and held at the Roseville Library, and the forum in August will be on Soil Health. She presented a list of possible topics for the June and July forums and asked for suggestions. Supervisor Willems suggested One Watershed One Plan with Brian Watson presenting; Supervisor

Buggs suggested Green Infrastructure and turtle tunnels with Urban Farms presenting; and, Supervisor Behrens suggested something on goat patrol.

- E. FY17 Sucker Channel Restoration Joint Powers Agreement: Ann WhiteEagle explained that this project would be important for protecting the drinking water supply and increasing pollinator habitat. The RCD would be contributing the funding from the Clean Water grant received for the project. **Resolution 17-05-04.** Motion by Supervisor Behrens second by Supervisor Willems. Resolved, the Board approved the FY17 Sucker Channel Restoration Joint Powers Agreement and encumbering \$54,000 for the project from the FY17 CWF Sucker Channel Restoration grant.
Voting in favor of the resolution: Behrens, Buggs, Willems – Voting against: none – Abstaining: Humphrey

Cooperator	Conservation Practice	Contract #	Grant	Action	Amount
Ramsey County Parks & Rec	Shoreline Protection	C17-3217	FY17 Sucker Channel Restoration	Encumbrance	\$54,000.00

- F. FY15 BWSR Community Partner Project Encumbrance: Joe Lochner explained the Crestview Project will include a raingarden with a sediment trap. The project costs \$15,000: \$10,000 covered by RCD, \$5,000 covered by Ramsey/Washington, and the owner will assume maintenance for at least 10 years. **Resolution 17-05-05.** Motion by Willems second by Supervisor Behrens. Resolved, the Board approved the FY15 BWSR Community Partner Project Encumbrance.
Voting in favor of the resolution: Behrens, Buggs, Humphrey, Willems – Voting against: none – Abstaining: none

Mr. Lochner presented the Canabury Project. RCD will contribute \$25,000, Ramsey/Washington will contribute \$50,000, and the land owner will contribute \$20,000. **Resolution 17-05-06.** Motion by Behrens second by Willems. Resolved, the Board approved the Canabury Project.

Voting in favor of the resolution: Behrens, Buggs, Humphrey, Willems – Voting against: none – Abstaining: none

Cooperator	Conservation Practice	Contract #	Grant	Action	Amount
Crestview Townhomes	Infiltration Basin	CP15-06	FY15 Community Partners	Encumbrance	\$10,000.00
Canabury HOA	Infiltration Basin	CP15-07	FY15 Community Partners	Encumbrance	\$25,000.00

- G. FY16 Cost Share Project Encumbrance: Joe Lochner presented the West Bald Eagle shoreline restoration project. RCD will contribute \$10,000, Rice Creek will cover the remaining costs, and White Bear Township will assume the maintenance for 10 years. Dale Reed, White Bear Township Public Works Director stated there will be signage at the site. Samantha Berger, Rice Creek Watershed District, stated the site is a former abandoned boat launch and represents a great partnership between the RCD, White Bear Township, Rice Creek Watershed District, and the Master Water Steward. **Resolution 17-05-07.** Motion by Supervisor Behrens second by Supervisor Buggs. Resolved, the Board approved the FY16 Cost Share Project Encumbrance.
Voting in favor of the resolution: Behrens, Buggs, Humphrey, Willems – Voting against: none – Abstaining: none

Cooperator	Conservation Practice	Contract #	Grant	Action	Amount
White Bear Township	Infiltration Basin & Shoreline Protection	CS16-01	FY16 Cost-Share	Encumbrance	\$10,163.00

- H. RCD By-Law Revision Review: Supervisor Willems walked through the revisions she made to the current by-laws that were included in the meeting packet. Attorney Ristad noted on page 6 of the by-laws, first paragraph, the word “Chapter” should be replaced with “Section”. Supervisor Willem referred to page 7 of the by-laws, and stated the revised date will be May 4, 2017, if approved. **Resolution 17-05-08.** Motion by Supervisor Buggs second by Supervisor Willems. Resolved, the Board approved the RCD By-Law revisions with suggested edits by Supervisor Willems.
Voting in favor of the resolution: Behrens, Buggs, Humphrey, Willems – Voting against: none – Abstaining: none

Supervisor Humphrey suggested reviewing the Board Procedure draft at the June Board meeting.

- I. Legislative Update/Day at the Capitol Feedback: Supervisor Willems stated she was excited for the bill to request \$1,000,000 for the Lilydale Park Project, and she is hopeful it will have a good chance for approval next year. They received good feedback from the people they talked with. Supervisor Buggs stated she had a good experience at the Capitol. She met with several legislators to discuss the RCD’s programs and initiatives, and encouraged them to vote in favor of the BWSR base budget. Supervisor Behrens commented they had a conversation with Senator Wiger regarding Kohlman Lake in Maplewood. It has become a wetland and the lakeshore owners want the lake and channel dredged. They are working on getting the water quality back up and creating a functional healthy habitat.
- J. Approval of Conservation Corp Site Agreement: Ann WhiteEagle stated this will be the sixth consecutive year having a Conservation Corp member working at the RCD for the summer and the office will have a total of 10 staff over the summer. Supervisor Buggs commented she worked with them at a tree planting event this past weekend. **Resolution 17-05-09.** Motion by Supervisor Behrens second by Supervisor Buggs. Resolved, the Board approved the Conservation Corp Site Agreement.
Voting in favor of the resolution: Behrens, Buggs, Humphrey, Willems – Voting against: none – Abstaining: none
- K. June Agenda Item Requests: Supervisor Humphrey suggested adding the by-laws, budget amendments; Other Topics: Forum Topics, State of the Waters date, Forums noticed in case there is a quorum, send out Forum topic schedule, Sherburne/Washington Contract for Service, 2016 Audit, Buffer Other Waters, Well-Sealing, Payment to St. Paul for Lilydale Zebra Mussel Plates, RCLLG Dues, CWMA Contractor, FY14 Wakefield Grant, First Quarter Treasurer Report. Supervisor Buggs stated they need to know how to access the file that has the letterhead, and requested to create a policy to include multi-unit dwellings. She will provide something to be included in the Board packet for the next meeting. **Resolution 17-05-10.** Motion by Supervisor Behrens second by Supervisor Buggs. Resolved, the Board approved to have the Forums noticed.
Voting in favor of the resolution: Behrens, Buggs, Humphrey, Willems – Voting against: none – Abstaining: none
- L. Treasurer’s Report, 4th Quarter 2016: Ann WhiteEagle pointed out this is the sixth year in a row they are in the black, with an all-time high for fee-for-service revenue. The budget expenditure is generally 85 percent personnel expense. Supervisor Buggs inquired what was meant by hiring staff away. Supervisor Willems stated this topic is on the agenda later in the meeting, but confirmed that the County could hire the RCD staff, if the RCD board couldn’t get to a functional place.

Resolution 17-05-11. Motion by Supervisor Willems second by Supervisor Buggs. Resolved, the Board approved the 4th Quarter 2016 Treasurer's Report.

Voting in favor of the resolution: Behrens, Buggs, Humphrey, Willems – Voting against: none – Abstaining: none

- M. MASWCD Resolutions: Supervisor Willems welcomed ideas and suggested they get something together before the next area meeting. She stated the resolutions usually pass at the area meeting, then go to staff to be looked over, and are voted on at the annual meeting in December. Mary Peterson clarified that resolutions would need to be approved by the RCD Board in June and then brought to the July 12 area meeting. An MCD tour will be given on July 12 by the Washington Conservation District. Supervisor Humphrey advised Board members to bring their ideas to the next RCD meeting in June.
- N. Well Sealing: Ann WhiteEagle requested Board delegation for staff to approve the well sealing application based on criteria of two quotes from licensed well sealers, and a signed well sealing agreement. Then, after the well is sealed, the reimbursement would come before the Board for approval. Mary Peterson wanted BWSR correspondence sent to her approving this process in prior well sealing grants. Supervisor Behrens requested a first come, first served policy. Ms. Peterson clarified the competitive grant process and that the project was targeted, prioritized, and measurable, not first come, first served. Ms. WhiteEagle stated if a person is out of the prioritized grant area, they would take their name, add it to a waiting list and if there were any funds left, they would be able to apply at that time. Supervisor Behrens did not think that was fair and they should be serving people equally. Supervisor Willems stated it is not fair, but they do not have a choice. She suggested staff look for grant funding that did not have these constraints. **Resolution 17-05-12.** Motion by Supervisor Willems second by Supervisor Behrens. Resolved, the Board approved delegation pending BWSR approval, with staff looking for additional, non-restrictive funding opportunities.
Voting in favor of the resolution: Behrens, Buggs, Humphrey, Willems – Voting against: none – Abstaining: none
- O. LCCMR (Legislative-Citizen Commission on Minnesota Resources Proposal: Ann WhiteEagle explained that the LCCMR process was very competitive. Dawn Pape provided the title of the grant, Native Plant Education/Implementation Benefitting Pollinators and Water. The purpose of the grant is to provide education about the benefits of native plants and protecting pollinators. They are focusing on native pollinators, which are fuzzier and out pollinate honeybees 100 to one. Ms. Pape stated she will provide the education to pre-K through grade 12, and award winning author, Heather Holm will focus on the adult education. They will also partner with master gardeners and master water stewards to provide water education and consultation at the workshops. Beyond the education, they will focus on implementation where there may be rebate money available to homeowners after plantings have been established. Ms. WhiteEagle pointed out they are required to identify the contractors during the grant process and they are looking for Board support in submitting a LCCMR application. Supervisor Behrens inquired if people can order native bees. Ms. Pape responded it is part of the education, but the bees will not be purchased with the grant money. Supervisor Buggs offered to help her get into some of the schools. Supervisor Behrens stated that North Oaks is also looking to do pollinator habitats. **Resolution 17-05-13.** Motion by Supervisor Behrens second by Supervisor Willems. Resolved, the Board approved staff submitting a 2017 LCCMR proposal.
Voting in favor of the resolution: Behrens, Buggs, Humphrey, Willems – Voting against: none – Abstaining: none

- P. Board Vacancy: Supervisor Buggs commented she did not know the appointment process and was looking for guidance. Supervisor Humphrey explained that there was State statute to follow for the appointment, but clarified that Supervisor Gardner had not resigned to the full Board. At the request of Supervisor Behrens, Supervisor Humphrey stated she would reach out to him this week to see what he would like to do. The next step would be to accept his written resignation, notice the vacancy, and request applications.

Voting in favor of the resolution: Behrens, Buggs, Humphrey, Willems – Voting against: none – Abstaining: none

5. Standing Committee Reports – The Board reported on the committee meetings they attended.

A. Metro Conservation Districts – Supervisor Willems

B. Rice Creek Advisory Committee

C. Ramsey-Washington Metro Watershed District Citizen Advisory Committee and Board – Supervisor Humphrey

D. Capitol Region Watershed District Citizen Advisory Committee and Board Meeting – Supervisor Buggs and Supervisor Willems

E. Ramsey County League of Local Governments – Supervisor Behrens

F. VLAWMO Tech and Advisory Committee – Supervisor Behrens

G. White Bear Lake CD Lake Level Committee – Supervisor Behrens

H. Metro MAWD – Supervisor Willems

I. Other Meetings

i. RiverEast Planning Committee, District 6 Land Use Task Force – Supervisor Buggs

ii. District 6 Land Use Task Force – Supervisor Buggs

iii. St. Paul Regional Water Service Board – Supervisor Humphrey

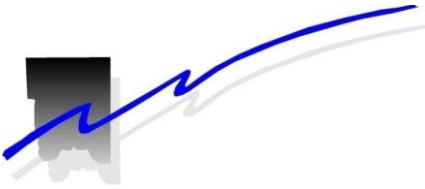
iv. MACD/Area IV – Board Attendees

v. Budget Meeting with County Manager – Supervisor Willems

6. Next Regular Board Meeting – Thursday, June 1, 2017, at 6:30pm.

7. Adjournment: **Motion by Supervisor Buggs, Supervisor Willems seconded** to adjourn at 8:40 pm.

These minutes are respectfully submitted by Shannon Schmidt.



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

Ramsey Conservation District

May 22, 2017

To: Members of the RCD Board
From: RCD Professional Staff
Subject: Staff Reports for April 25, 2017 – May 22, 2017

Joe Lochner – Conservation Design Specialist

Technical:

- Design work for LEAP School (SPPS)
- Bobby Thiesen Park Construction Observation
- Hamline-Midway Curb-Cut project pre-construction
- Numerous residential site visits around CRWD
- Lake McCarrons Curb-Cut project site visits and notes
- Lambert Creek project close out
- Construction documents for Common Bond Communities in St. Paul

Meetings, Office Work & Administrative:

- Rice-Maryland Meeting

Michael Schumann - Natural Resource Specialist

Technical Project Highlights:

- Sucker Lake Channel CWF FY2017; Planting Design – Vadnais Heights
- Lambert Creek Bank Restoration CWF FY2015; Closeout – Vadnais Heights
- CWF FY2014 Wakefield Grant; Construction Designs – Maplewood
- Shepherd of the Hills Church; Construction to begin - Shoreview
- Crestview Forest Townhomes HOA; Construction to begin – Maplewood
- Canabury HOA; Construction to begin – Little Canada
- Idaho-Atlantic R.S.V.P Projects; Construction Designs – St. Paul
- Beaver Lake Master Water Steward Projects; Out to Bid – St. Paul
- Residential Raingarden, Shoreline and Native Planting Projects; Conceptual & Construction Designs

Meetings

- Lambert Creek Bank Restoration CWF FY2015; Closeout

Miscellaneous

- CWF FY15 Project Application Documents and Fact Sheets

- Site Visit with NOHOA for Mary Hill Park Restoration Projects May 23rd
- WCA TEP Reporting & Onsite Application Reviews

Andrea Prichard – Environmental GIS Technician

Miscellaneous

- Well-Sealing Program – About 30 applications received
- Completion of Walsh Lake bathymetry study/maps for Roseville
- Beginning 1st round of CRWD point intercept lake surveys
- Completion of Buffer Law “Other Watercourses” document to present to BWSR, WMOs after Board resolution/approval
- Social Media Posts
- Campus Groundwater Conservation project – work toward identifying schools
- Well Inventory GIS work

Meetings

- VLAWMO Technical Advisory Committee – Presentation of Bathymetry results
- Houston Engineering Workshop on Stormwater/Permitting
- Arden Hills Stop Work Order/Permit Requirement meeting
- Arden Hills Pre-Construction
- RCWD Inspector Team meetings

Erosion & Sediment Control Inspections and Reporting:

- Arden Hills (~24 sites twice monthly)
- Shoreview (~10 sites twice monthly)
- Rice Creek Watershed District (Monthly)
 - New Brighton (~8 sites)
 - Arden Hills (~24 sites)
 - Shoreview (~6 sites)

Michelle Prosser – Conservation Technician

Main Projects:

- Coordinating Right Track interns (1 confirmed, starting late June 2017)
- Researching AIS early detection strategies for Ramsey County
- Coordinating and distributing watercraft inspection schedules between WaterGuards, RCD Staff, lake homeowner associations and the Ramsey County Sheriff’s Water Patrol
- Organizing Ramsey County Cooperative Weed Management Area (RCCWMA) grant project for invasive terrestrial plant control
- Updating Ramsey County aquatic invasive species (AIS) prevention plan
- Coordinating conservation forums with assistance from Alicia Little

Meetings:

- Held well-attended Aquatic Invasive Species (AIS) Taskforce meeting
- Attended and hosted Minnesota Department of Natural Resource’s Watercraft Inspector Training
- Met with Carole Gernes (RCCWMA) on plant control grant
- Attended webinar on zebra mussel decontamination best practices

Upcoming:

- Urban Agriculture webinar on conservation grants

- Deployment of zebra mussel plate samplers
- Mentor for City of St. Paul's 'Field Day' in conjunction with Belwin
- Right Track supervisor training
- Meet with Frogtown Farm regarding agricultural water quality certification
- Edits to AIS prevention plan before submittal to Ramsey County
- Conservation Forum (1W1P June 20, 2017)

Brian Olsen – Conservation Technician

Technical Project Highlights:

- West Avenue Raingarden – (scheduled to begin construction)
- RCWD site visits
- RCWD – residential project clean water plan concepts
- RCWD – residential project designs
- RCWD – site visit for Eagle Scout project
- RCWD shoreline buffer installed
- CRWD residential clean water plans
- Monitoring Inspections of Momentum Preservers
- Hamline-Midway Curb Cut designs
- Selected to design projects at Trout Brook Townhome Association – Sherburne County

Other Highlights:

- Children's Water Festival Planning Committee Meeting
- Update website information

Ann WhiteEagle – District Manager

Meetings/Events

- Attended MCIT (MN Counties Intergovernmental Trust) training on:
 - Managing red flags in contracts
 - Avoid legal pitfalls when hiring
 - Complying with Data Practices Act and Open Meeting Law
 - Panel discussion with District Managers
- Met with Carole Gernes on Cooperative Weed Management Area Program
- Attended RWMWD monthly public works meeting
- Participated in conference call for Conservation Corp

Hr/Payroll/Finance

- Completed 1st quarter Treasurer's Report
- Added Alicia to Summit payroll system and scanned all required documentation
- Completed 1st quarter wage reporting to state
- Submitted Ag Grant reporting for 1st Qtr
- Ordered additional Adobe seats for staff
- Contracts for Sherburne and Washington

Web site

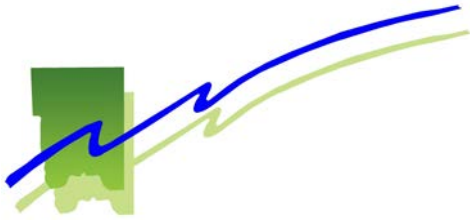
- Added By-Laws and 2015 Audit to the Plans & Reports page
- Added Part 3 of May board packet
- Added Feb, March, and April minutes
- Updated Board Meeting page, added board packet

BWSR

- Clarified with BWSR on Well Sealing approval process and found 2011 approval
- MAWQCP, buffer, WCA and flood recovery grants

Other

- Provided additional information for LCCMR Proposal
- Completed additional items for 2018-19 Budget Packet
- Our Conservation Corp member Dan started on May 22nd
- Performed normal board activities, accounting functions, payroll functions, and office management functions.



Meeting Date: 06/01/2017

Prepared by: Joe Lochner

A. Purpose:

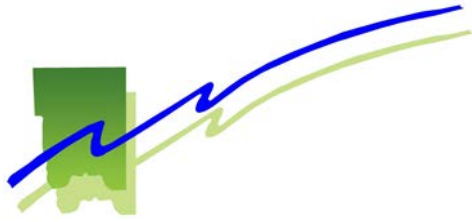
The shared Google Drive server will allow board members to access digital files for use in promoting RCD programs.

Summary:

Files will be shared on Google Drive. The link to the Ramsey Conservation District's Google Drive is:
https://drive.google.com/drive/folders/0B4rotGG_2CrtUWtwQTVWYjZCRU0?usp=sharing

This link can also be emailed to all board members and then saved as a bookmark.





Meeting Date: 06/01/2017

Prepared by: Joe Lochner

B. Purpose/Action Requested:

Authorize payment to the city of St. Paul Parks and Recreation for \$16,000 for the completion of a feasibility study for a ravine stabilization project.

Summary:

The primary objective of this study was to develop concept-level grading improvements to the portion of Lilydale Regional Park referred to by Barr as the North Area or North Knob. This area of the park had experienced a large scale slope failure in 2014, which Barr reviewed as a part of the larger slope-stability evaluation. Total cost of the study was \$27,000 with the city of St. Paul providing \$11,000.

Specifically, the study was designed to:

- Perform an engineering evaluation of the north knob to provide feasibility/preliminary grading plans to improve slope stability.
- Assist in identifying area for disposal of excess materials removed during grading.
- Review project quantities and provide an engineer’s opinion of construction costs.

Conservation Practice Information:

Project Name: Lilydale Regional Park

Project Location: 400 Water Street, St. Paul, MN 55108

Spokesperson: Alice Messer, St. Paul Parks and Recreation

Conservation Practice Category: Stormwater Runoff Control (570) and Streambank Protection (580)

Explanation of Fiscal/FTE Impact:

The RCD will be reimbursed by MCD – ETA (Engineering and Technical Assistance) funds.

Project Timeline:

The feasibility study was completed on May 12, 2017



INVOICE

Barr Engineering Co.
4300 MarketPointe Drive, Suite 200
Minneapolis, MN 55435
Phone: 952-832-2600; Fax: 952-832-2601
FEIN #: 41-0905995 Inc: 1966

Ms. Alice Messer
 City of St. Paul
 15 West Kellogg Boulevard
 280 City Hall/Court House
 St. Paul, MN 55102

April 20, 2017
 Invoice No: 23621151.17 - 2

Total this Invoice	\$14,000.00
---------------------------	--------------------

Regarding: Lilydale Park Stabilization of North Knob Feasibility Study
 P.O. 1-961-1

This invoice is for professional services related to the above project, which include:

- Coordination with City of St. Paul Parks, Ramsey Conservation District and LWRWMO staff and stakeholders
- Preliminary design and development of slope grading layout
- Revise cost estimates
- Preparation of figures
- Attendance at stakeholder meeting and preparation

Budget Summary

Budget	Previously Billed	Current Invoice	Total Billed	Balance
\$27,000.00	\$6,000.00	\$14,000.00	\$20,000.00	\$7,000.00

Professional Services from December 31, 2016 to March 24, 2017

Job: BACK North Knob Stabilization Feas. Study

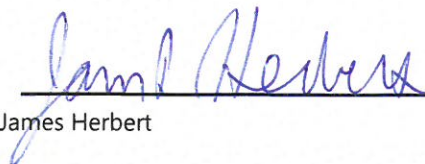
Fee	14,000.00
Job Subtotal	\$14,000.00
Total this Invoice	\$14,000.00

	Current	Prior	Total	Received	A/R Balance
Invoiced to Date	14,000.00	6,000.00	20,000.00	6,000.00	14,000.00

Thank you in advance for your prompt processing of this invoice. If you have any questions, please contact your Barr Project Manager, James P. Herbert Phone: 952-832-2784 or E-Mail: jherbert@barr.com.

Barr declares under the penalties of law that this account, claim or demand is just and no part of it has been paid.

Authorized By:



 James Herbert



INVOICE

Barr Engineering Co.
4300 MarketPointe Drive, Suite 200
Minneapolis, MN 55435
Phone: 952-832-2600; Fax: 952-832-2601
FEIN #: 41-0905995 Inc: 1966

Ms. Alice Messer
 City of Saint Paul
 15 West Kellogg Boulevard
 280 City Hall/Court House
 St. Paul, MN 55102

May 22, 2017
 Invoice No: 23621151.17 - 3

Total this Invoice	\$7,000.00
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Regarding: Lilydale Park Stabilization of North Knob Feasibility Study
 P.O. 1-961-1

This invoice is for professional services related to the above project, which include:

- Coordination with City of Saint Paul Parks, Ramsey Conservation District and LWRWMO staff and stakeholders
- Preliminary design and development of slope grading layout
- Revise cost estimates
- Preparation of figures
- Attended field inspection with Saint Paul staff
- Preparation of technical memorandum

Budget Summary

Budget	Previously Billed	Current Invoice	Total Billed	Balance
\$27,000.00	\$20,000.00	\$7,000.00	\$27,000.00	\$0.00

Professional Services from March 25, 2017 to May 12, 2017

Job BACK North Knob Stabilization Feas. Study

Lump Sum Fee **7,000.00**

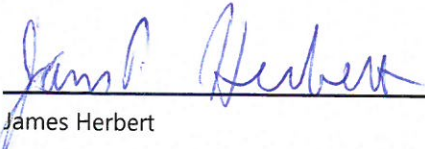
Job Subtotal **\$7,000.00**

Total this Invoice **\$7,000.00**

Invoiced to Date	Current	Prior	Total	Received	A/R Balance
	7,000.00	20,000.00	27,000.00	20,000.00	7,000.00

Thank you in advance for your prompt processing of this invoice. If you have any questions, please contact your Barr Project Manager, James P. Herbert Phone: 952-832-2784 or E-Mail: jherbert@barr.com.

Barr declares under the penalties of law that this account, claim or demand is just and no part of it has been paid.

Authorized By: 
 James Herbert

PLEASE REMIT TO ABOVE ADDRESS and INCLUDE INVOICE NUMBER ON CHECK.

Terms: Due upon receipt. 1 1/2% per month after 30 days. Please refer to the contract if other terms apply.



City of Saint Paul

Human Rights & Equal
Economic Opportunity
15 W. Kellogg Blvd
Room 280 City Hall Courthouse
Saint Paul, MN 55102
Phone: 651-266-8900
Fax: 651-266-8919

VENDOR:
VENDOR NO.: 1761
Barr Engineering Co
4700 W 77th St
Ste 200
Minneapolis MN 55435

VENDOR CONTACT:

952 832-2600
askbarr@barr.com

PURCHASE ORDER NUMBER: 1-961-1

This number must appear on all invoices,
packages, cartons, bills of lading, and packing
slips

Revision Number:
DATE: 12/14/2016

SHIP TO:
P & R ADMINISTRATION
25 W 4TH ST
400 CITY HALL ANNEX
SAINT PAUL MN 55102

BILL TO:
FINANCIAL SERVICES
P & R ADMINISTRATION
15 KELLOGG BLVD W
700 CITY HALL
SAINT PAUL MN 55102
Email: AInvoice@ci.stpaul.mn.us

This purchase order incorporates by reference our request, your offer, and such plans and specifications as may be referred to constitute the contract between you and the City. Vendor shall ensure that its Certificate of Insurance is current and on file with the City prior to any onsite work. This Purchase Order is subject to the attached City of Saint Paul Terms and Conditions.

			FREIGHT TERMS: Destination PAYMENT TERMS: Net 30	ADD ON COST	UNIT PRICE	EXTENDED PRICING AMOUNT
LINE	QUANTITY	UOM	ITEM DESCRIPTION/ADDITIONAL TERMS			
1	1.00	JA	LILYDALE REG PARK NORTH KNOB PURSUANT TO CONTRACT #1099 Requesting Location: 41000 1.0000 JA Req Comp: 0001 Customer Contract Number: PSA-PARKS-FEASIBILITY LILYDALE Feasibility study of North Knob area in Lilydale per attached quote. Project Mgr: Alice Messer, 266-6412		27,000.00	27,000.00

ADDITIONAL TERMS/COMMENTS:

SUBTOTAL 27,000.00
GRAND TOTAL 27,000.00



City of Saint Paul Purchase Order Terms and Conditions

If a written Agreement exists between the City of Saint Paul (City) and the Vendor which would govern the purchase of the goods and services under this purchase order, such existing written Agreement shall prevail.

These standard Terms and Conditions, including other documents listed herein, along with all written modifications thereto shall collectively constitute the "Purchase Order" (PO). This PO shall constitute a Contract between the City and the Vendor.

Billings and Payment: Vendor shall submit an itemized invoice to the City Project Manager, who shall review and approve or disapprove payment within ten days. Undisputed invoices will be paid within thirty-five days.

Inspection and Acceptance of Goods: City retains the right to examine and inspect all goods for conformance with specifications and to notify seller of rejection within a reasonable time.

Prompt Payment to Subcontractors: Vendor shall pay any subcontractor providing goods or services under this contract within ten days of the Vendor's receipt of payment from the municipality for undisputed services provided by the subcontractor. Failure to timely pay the subcontractor will subject Vendor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor.

Records and Data: Vendor shall maintain the books, records, documents and accounting procedures related to this contract for a period of six years after the furnishing of goods, supplies or services hereunder, and upon written request shall make such records available for inspection or audit by the City, the State Auditor, or other duly authorized representative of either. Vendor is subject to the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13.

Compliance with Laws: Vendor must comply with all laws, rules and regulations enacted by the federal, state or local government which relate to the Vendor's performance of the provisions of this contract. Vendor is responsible for obtaining and paying for any licenses, permits or approvals needed.

Insurance and Indemnification: Vendor will defend and indemnify the City, its officers, agents, and employees from all claims or causes of action or suits of any character for alleged injuries or damages received by any person or property resulting from the negligence of Vendor, its agents or employees while carrying out the provisions of this contract.

If Vendor will be on City property to perform any portion of this contract, Vendor shall obtain and keep in full force and effect while performing the work insurance policies in the type and amounts set forth:

General or business liability: \$1,500,000.00 per occurrence and \$2,000,000.00 aggregate per project and \$ 2,000,000.00 products/completed operations total limit, and \$1,500,000.00 personal injury and advertising.

Auto Insurance if commercial vehicles are used: \$750,000.00 per person and \$1,000,000.00 per accident for bodily injury and a minimum of \$50,000.00 per accident for property damage.

Auto Insurance if personal vehicles are used: \$ 30,000.00 per person and \$60,000.00 per accident for bodily injury and a minimum of \$20,000.00 per accident for property damage.

Workers Compensation and Employer's Liability: Workers Compensation per Minnesota Statutes. Employer's Liability - minimum limits of \$500,000.00 per accident; \$500,000.00 per employee; \$500,000.00 per disease policy limit. Vendors with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the City with a copy of Minnesota MN LIC 04 Certificate of Compliance.

Termination: City reserves the right to terminate this contract if the Vendor fails to comply with any of its terms or does not fulfill its obligations hereunder in a timely and effective manner, or if the governing body fails to appropriate sufficient funds to continue performance on the party of the City.

Interpretation of Agreement and Venue: This contract is subject to the laws of the State of Minnesota. Any litigation related to this Agreement will be venued in Ramsey County District Court, Second Judicial District, State of Minnesota.

Non-Discrimination: Pursuant to Saint Paul Legislative Code Chapter 183, Vendor will not discriminate against any employee or applicant for employment for work performed under this Agreement because of race, creed, religion, color, sex, sexual or affectional orientation, national origin, ancestry, familial status, age, disability, marital status, or status with regard to public assistance, and will take affirmative steps to ensure that all applicants are hired and all employees are treated during employment without such discrimination.

Prevailing Wage: If this contract involves labor for construction, remodeling, demolition, repair or renovation of a public building, roads or other public work, Vendor must pay prevailing wages pursuant to Saint Paul Administrative Code 82.07.

Affirmative Action Contract Specifications: Vendors whose total accumulated contract awards from the City over the preceding twelve months have been \$50,000 or more must complete and submit to the Department of HREEO an affirmative action program registration form together with a \$75 registration fee.

Vendor Outreach Program: Pursuant to Saint Paul Administrative Code Chapter 84, the policy of the City is to promote increased participation by qualified, minority-owned, women-owned, and economically disadvantaged small businesses. The City sets annual benchmarks or levels of participation for Minority Business Enterprises (MBE's), Women-owned Business Enterprises (WBE's), and Small Business Enterprises (SBE's) participating in city contracting activities based upon their current availability in the market.

Technical Memorandum

To: Alice Messer
From: Barr Engineering Co.
Subject: Lilydale Park North Knob Stabilization
Date: May 12, 2017
Project: 23621151.17
c: Ramsey Conservation District
Lower Mississippi River Watershed Management Organization

This technical memorandum presents Barr Engineering Co.'s (Barr) findings for stabilizing the North Knob Scarp area within the Brickyard Area of Lilydale Regional Park in Saint Paul, MN. Slope stability concerns in the Brickyard Area prompted the City of Saint Paul Parks and Recreation (City) to restrict public access to the Brickyard Area as mitigation options and implemented measures to restrict access to certain areas of the park were evaluated. We understand Ramsey Conservation District was awarded funding from BWSR to address slope stability issues following the 2014 extreme rainfall event(s) and the amount received was approximately 45% of the amount requested or \$925,811. The City, Ramsey Conservation District and the Lower Mississippi River Watershed Management Organization (LMRWMO) asked Barr to study if the objectives of the funding request can be accomplished within the current funding. The study included developing preliminary grading options based on a topographical survey and considering the feasibility of relocating and disposing of soil material onsite to potentially reduce costs compared to removing waste soils from the park. The study limits include the North Knob area inclusive of the flat area uphill of the eroded face to the confluence of the two stream channels downhill of the eroded face.

Site Survey

A topographical survey was completed of the eroded North Knob slope and adjacent area to better define the existing conditions because the previous evaluation was performed with LiDAR topography (2011) obtained prior to more recent slides. Current topographical information was obtained to develop cross sections and preliminary design concepts for the slope and to better determine quantities and opinions of project costs.

The topographical survey was performed using manual GPS survey equipment. The GPS survey boundary was incorporated into the LiDAR topography to create a composite map of the area. This map is shown on Figure 1.

Slope Stability and Preliminary Design of the North Knob

To better define a project to stabilize the North Knob scarp area, Barr built off the concepts identified in the ***Brickyard Area of Lilydale Regional Park Stormwater Management and Slope-Stability Analysis*** (Barr, January 2015) and the conceptual design and opinion of cost prepared for the BWSR Clean Water Fund grant application in August 2015.

Since detailed soils information and site inspections were obtained for the previous work, additional soil borings and laboratory testing were not performed for this phase of the project. Barr used previous cross-sections and soil parameters for preliminary engineering evaluation.

The new topographical survey and recommended stable slope angles from the previous geotechnical modeling at the site was utilized to develop a preliminary grading plan. In accordance to the February 16, 2017 stakeholder meeting, we also evaluated alternative slope scenarios and soil parameters in an effort to minimize construction quantities and maintain proper slope stability factors of safety. These scenarios included constructing a steeper overall slope and constructing a compound slope consisting of a flatter slope near the toe and a steeper slope in the upper section. Although these may be viable options, it was determined that detailed analysis and slope stability modeling, beyond the scope of this evaluation, would be necessary to completely evaluate the slope stability factors of safety associated with these scenarios. Additional analysis would be developed further in the final design phase to optimize the final slope geometry.

Regardless of the final slope geometry, the repair will generally consist of excavating and grading the top of the upper slope of the North Knob to a stable angle; collecting groundwater seepage within the failure area and along the toe of the slope and conveying it to the stream channel at the base of the slope; disposal of excess site soils and restoration. The repair concept is shown on Figures 2 and 3. Figure 2 includes a grading plan layout with identified disposal sites for excess material. Figure 3 includes an overall grading section of the North Knob and typical cross sections. Following are key design criteria used for the grading concept:

- Stable grading slope of 3 feet horizontal to 1 foot vertical (3H:1V) or 33 percent slope for the existing soil materials
- "V" shaped graded slope from centerline to the abutments to reduce excavation volumes
- Graded filter blanket to convey groundwater seepage from bedrock and to alleviate the build-up of pore water pressure in the overlying soils which can trigger destabilization of the slope
- Armored riprap toe at the stream channel to protect from erosion and provide an outlet path for seepage in the graded filter blanket
- Armored riprap toe would be constructed at a steeper slope than 3H:1V to increase the starting elevation of the proposed finished soil slope to ultimately decrease the earthwork volumes
- 4 inches of topsoil over the finished slope for vegetation to establish and help stabilize the veneer of the slope soils
- Identified disposal sites for excess soil materials within the vicinity of the North Knob scarp area

A critical feature to decrease excess soil material volume is the armored riprap toe at the stream channel. The armored riprap is stable at a steeper slope than the site soils. Increasing the height of the armored riprap toe allows the finished 3H:1V slope to be at a higher profile, thus decreasing the volume of the North Knob soils that needs to be excavated. The toe height would be optimized during final design.

Based on the stakeholder meeting and field inspection with city staff, soil disposal sites were identified to reduce or eliminate the need to dispose of excess soils offsite. Disposal Site 1 is located downhill of the North Knob and stream channel as shown on Figure 2. This area would require the removal of existing trees to accommodate a stockpile and grading. These trees were preliminarily noted as removable species

but should be assessed prior to final design. Estimated disposal volume for this site is 8,500 cubic yards. Disposal Site 2 includes placing fill along the existing trail. Raising the trail may require placement of gravel or other surfacing that has not been included in the opinion of cost. The floodplain is close to the existing trail so final design would need to ensure that fill is not placed below the floodplain elevation of 710.0 feet (NAVD88) without proper mitigation and permitting. Disposal Site 3 is located at the ravine along the north edge of the North Knob. This area is wooded with unclassified trees that would need to be assessed prior to final design. Additional considerations for Disposal Site 3 include maintaining drainage (pipes, pumps, culverts, french drains, etc.) from groundwater seeps and overland runoff along the ravine. Estimated disposal volume for this site is 8,000 cubic yards.

Disposal Site 1 appears to be the preferred option for excess soils because of its proximity to the grading area, relatively easy access for construction equipment, and generally flat existing topography. Disposal Site 2 is an option for limited disposal and could be used if the trail is above the floodplain and the city desires trail improvements or the contractor needs to build-up the trail for construction access. Disposal Site 3 may be an option for limited disposal but is complicated because it would require maintaining drainage at the existing ravine. The opinion of construction cost assumes use of Disposal site 1. The final placement of fill and specific disposal areas will be completed during final design. Restoration and long term erosion control is limited to placement of topsoil and native vegetation. Trees and other site amenities were not consider in this concept or the opinion of cost.

Engineer's Opinion of Construction Cost

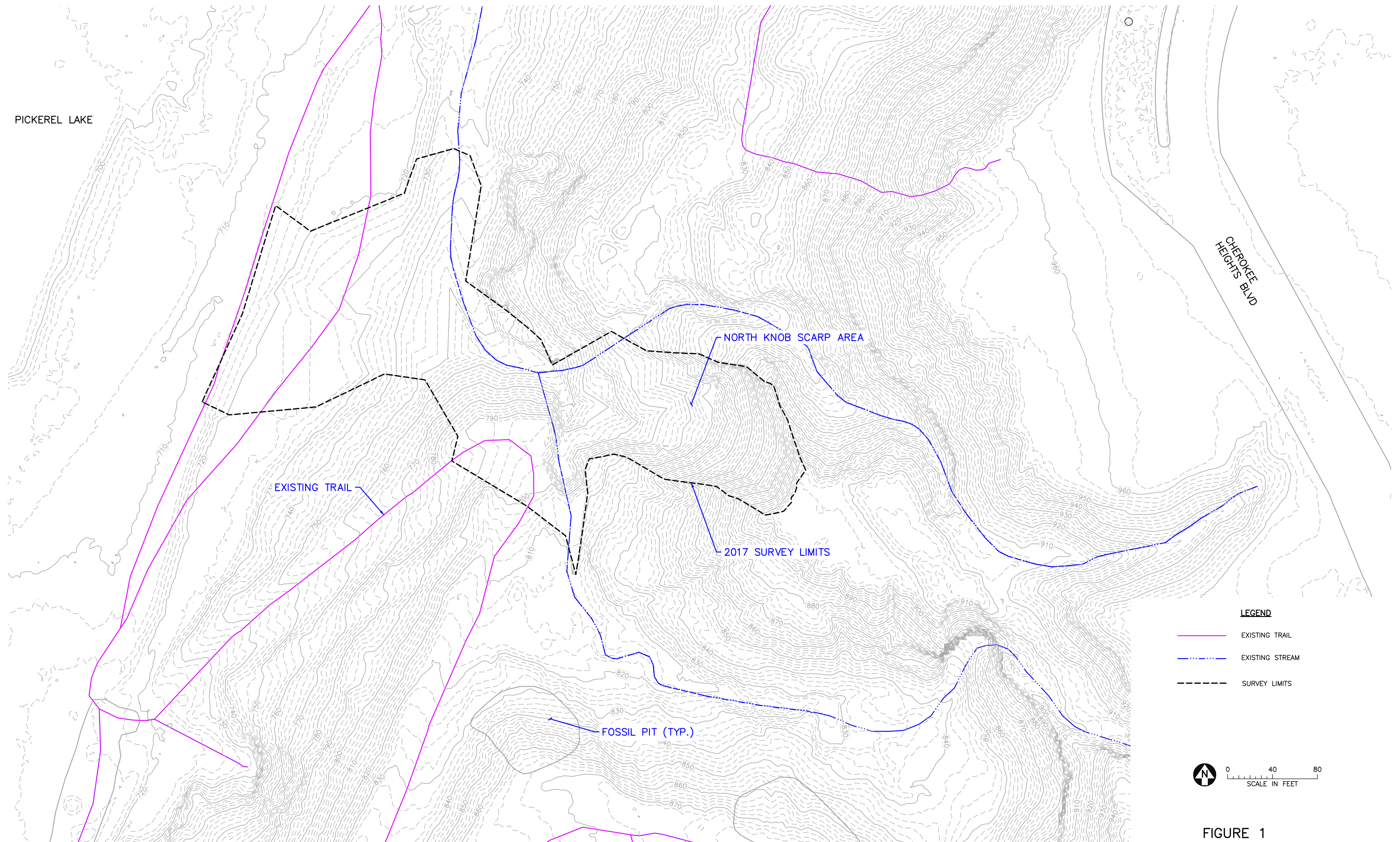
The engineer's opinion of construction cost prepared for the 2015 grant application was revised based on the topographical data obtained from a site survey and recommendations for the preliminary design. The opinion of construction cost is consistent with criteria of a Class III AACEI cost estimate (classification system 18R-97). The detail of the estimate is based on engineering of up to 30% design and is meant for budgetary uses. Costs will change with further design changes. Class III estimates are typically used for budget authorization and control, determination of feasibility, concept evaluation, and preliminary budget approval. The estimated accuracy range for the total project cost is defined by using a high and low cost for identified items in the estimate with the most unknown variables. This accuracy range from the mean of the high and low total project cost is approximately -20% to +20%. The accuracy range is based on professional judgment considering the level of design completed, the complexity of the project and the uncertainties in the project as scoped.

The following cost resources were used in the development of the opinion of construction cost.




- R.S. Means
- Local Pricing Bid Tabs from Similar Projects
- Estimator Judgment

This opinion of construction cost was prepared during April 2017 and is shown on Table 1. As with all estimates it represents a snapshot in time of what is known about the project and the level of engineering performed to date.

CADD USER: Matt R. Pedget FILE: M:\DESIGN\2362115100\2362115100_FIGURE 1_2017 NORTH KNOB SURVEY PLAN.DWG PLOT SCALE: 1:2 PLOT DATE: 5/5/2017 4:16 PM
Xref: in: Drawing - M:\Design\2362115100\2362115100_BASE_Planimetric_Existing_2014.DWG
...mp M:\Design\2362115100\2362115100_Figure_Review_Stabilization.DWG Plot at 0 10/28/2014 15:34:20



LEGEND

-  EXISTING TRAIL
-  EXISTING STREAM
-  SURVEY LIMITS

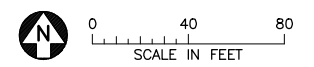
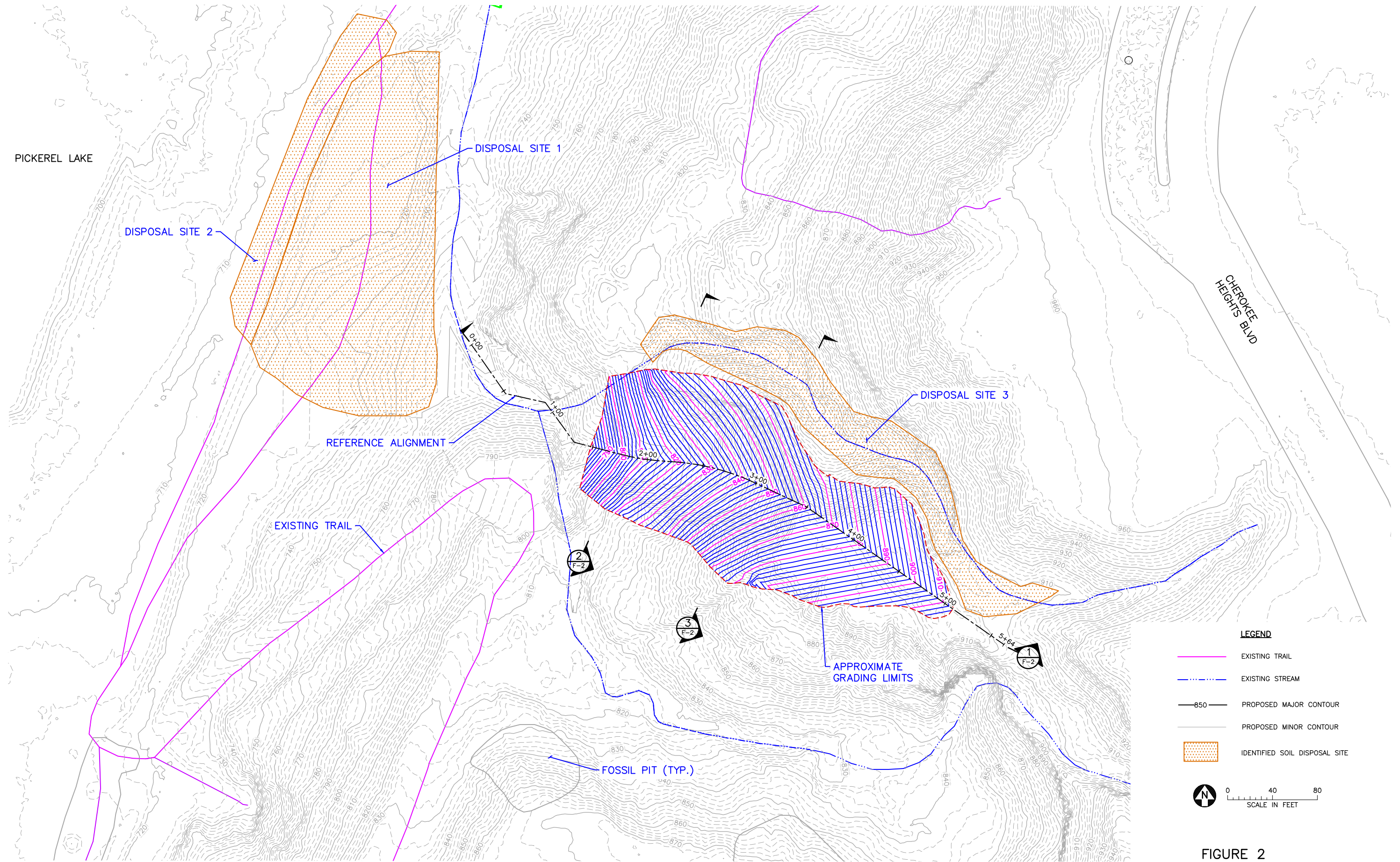







FIGURE 1
LILYDALE REGIONAL PARK
NORTH KNOB STABILIZATION
EXISTING TOPOGRAPHY AND SURVEY LIMITS

CADD USER: Matt R. Pedget FILE: M:\DESIGN\2362115100\2362115100_FIGURE_2017 NORTH_KNOB_CONCEPT_PLANDWG PLOT SCALE: 1:2 PLOT DATE: 5/12/2017 10:50 AM
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LEGEND

-  EXISTING TRAIL
-  EXISTING STREAM
-  PROPOSED MAJOR CONTOUR
-  PROPOSED MINOR CONTOUR
-  IDENTIFIED SOIL DISPOSAL SITE


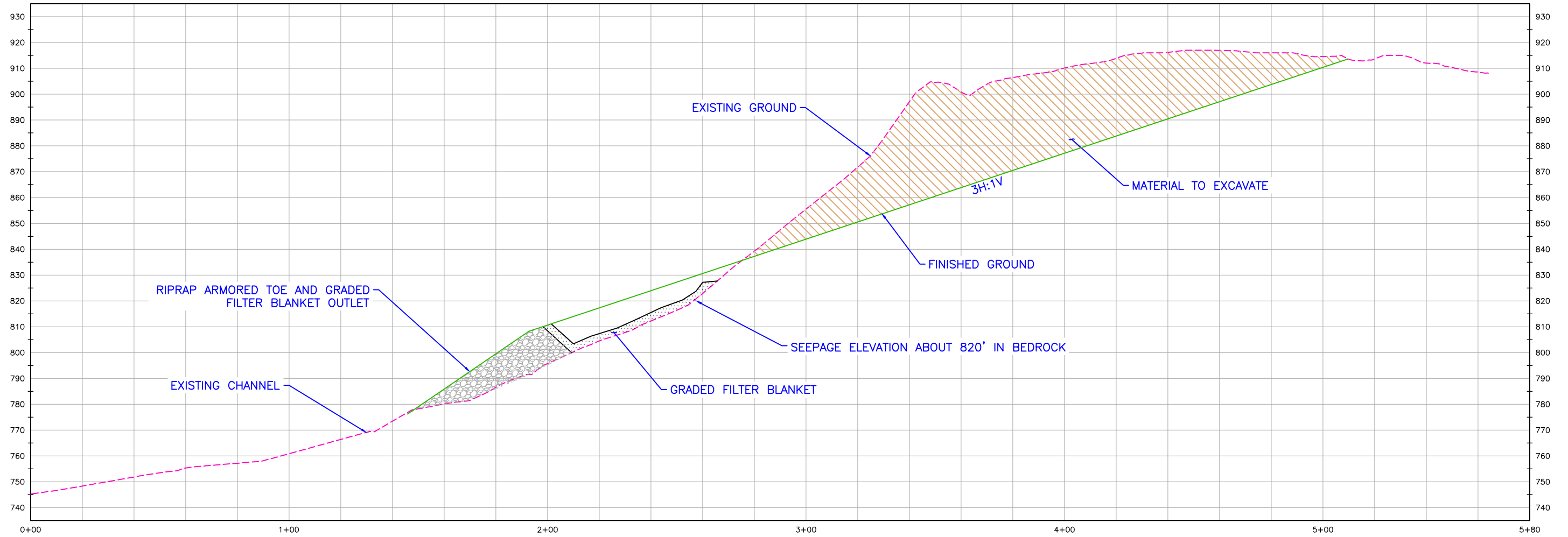
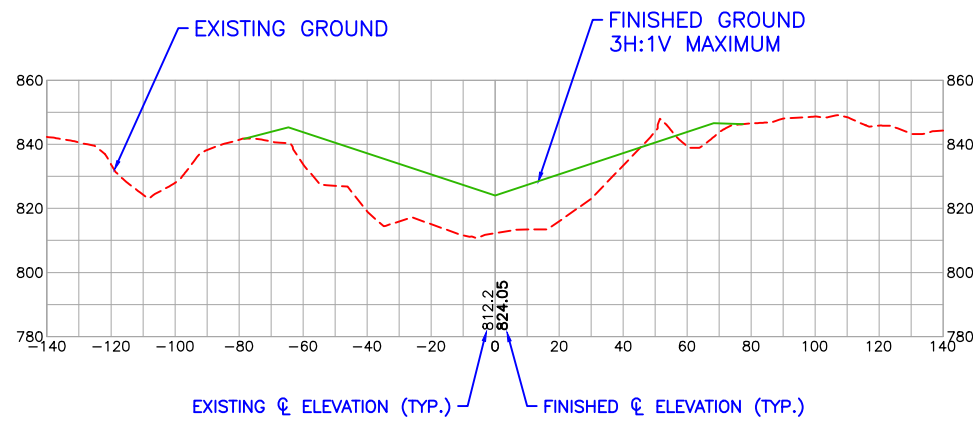
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SCALE IN FEET

FIGURE 2
LILYDALE REGIONAL PARK
NORTH KNOB STABILIZATION
GRADING CONCEPT PLAN

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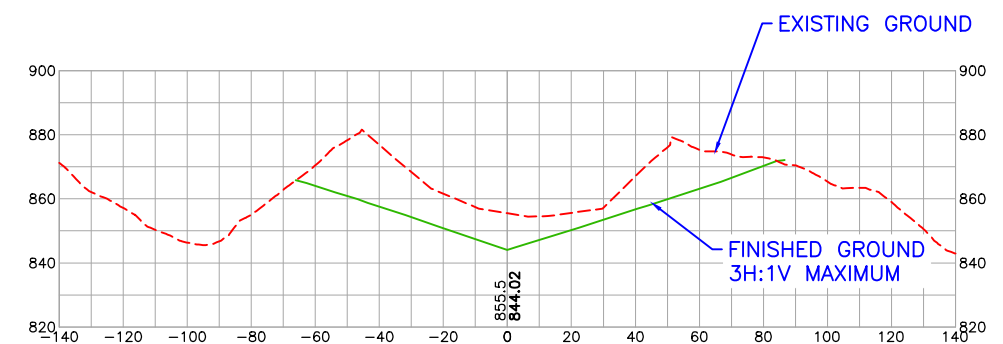


1 SECTION: NORTH KNOB
 F-1 SCALE AS SHOWN



2 SECTION: NORTH KNOB GRADING - FILL SECTION
 F-1 SCALE AS SHOWN

NOTE: GRADED FILTER BLANKET NOT SHOWN.



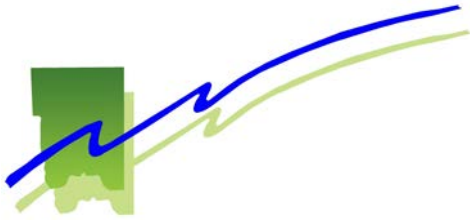
3 SECTION: NORTH KNOB GRADING - CUT SECTION
 F-1 SCALE AS SHOWN

FIGURE 3
 LILYDALE REGIONAL PARK
 NORTH KNOB STABILIZATION
 GRADING CONCEPT SECTIONS

Table 1 - Opinion of Construction Costs

ITEM #	ITEM DESCRIPTION	UNIT	QUANTITY	Low Range Cost			High Range Cost			
				LOW RANGE UNIT COST	LOW RANGE TOTAL COST	Percent of Project Total	HIGH RANGE UNIT COST	HIGH RANGE TOTAL COST	Percent of Project Total	
1	Excavation of excess material	Excavation and disposal of excess soils.	CY	13,500	\$ 18	\$ 243,000	22%	\$ 30	\$ 405,000	26%
2	Clearing and Grubbing	Clearing of vegetated areas from North Knob and Disposal Site 1 to facilitate excavation and grading. (Disposal Site 2 and existing non-vegetated areas are not included)	SY	10,100	\$ 10	\$ 101,000	9%	\$ 10	\$ 101,000	7%
3	Grading and Shaping	Final grading and sloping of North Knob, assuming 3H:1V, and of Disposal Site 1.	SY	10,110	\$ 3	\$ 30,400	3%	\$ 3	\$ 30,400	2%
4	Graded Filter Blanket	Placement of graded filter blanket to collect and convey seepage.	CY	1,670	\$ 40	\$ 66,800	6%	\$ 50	\$ 83,500	5%
5	Riprap	Install armored riprap toe	CY	620	\$ 85	\$ 52,700	5%	\$ 95	\$ 58,900	4%
6	Topsoil	Place 4" layer of topsoil over upper slope grading area.	CY	1,120	\$ 25	\$ 27,700	2%	\$ 25	\$ 27,700	2%
7	Long Term Erosion Control/ Restoration and Vegetation	Placement of long term erosion control measures (ie. TRM, other) to allow vegetation establishment and protect stability of graded slope. Includes restoration of slope including trees and other vegetation.	LS	1	\$ 100,000	\$ 100,000	9%	\$ 150,000	\$ 150,000	10%
		Subtotal				\$ 621,600		Subtotal	\$ 856,500	
		Erosion Control/Temp Facilities				5% \$ 31,080		5% \$ 42,825		
		Mob/DeMob				10% \$ 62,160		10% \$ 85,650		
		Construction Subtotal				\$ 714,840		Construction Subtotal	\$ 984,975	
		Contingency				30% \$ 214,452		30% \$ 295,493		
		Construction Total				\$ 929,292		Construction Total	\$ 1,280,468	
		Engineering, Administration, and Construction Observation				20% \$ 185,858		20% \$ 256,094		
		Project Total				\$ 1,115,000		Project Total	\$ 1,537,000	

Note: Project Total is rounded to the nearest thousand.



Meeting Date: 06/01/2017

Grant: FY2015 Lambert Creek

Prepared by: Michael Schumann

Contract Number: L15-01

C. Purpose/Action Requested:

Approval of voucher and certification form, for the payment reimbursement request of contract L15-01, for the amount of \$53,200.00 by the Vadnais Lake Area Water Management Organization. In addition, for the payment request of contract L15-01 for the amount of \$6,566.00 by the Ramsey Conservation District for the Technical and Administrative completion of the Lambert Creek Streambank Restoration Project and Grant.

Summary:

In 2015, Ramsey Conservation District (RCD) received a FY15 Clean Water Fund grant award for the implementation of conservation practices to stabilize and protect streambank sections of Lambert Creek. In partnership with the Vadnais Lake Area Water Management Organization (VLAWMO), approximately 400 linear feet of streambank was restored and protected from future erosion and degradation to water quality.

Conservation Practice Information:

Project Name: Lambert Creek Streambank Restoration
Project Location: 448 Koehler Rd
Spokesperson: Stephanie McNamara
Conservation Practice Category: Infiltration; 580 – Shoreline Stabilization/Protection

Voucher Approval and Payment Reimbursement for the following practice(s):

Conservation Practice 580:

1. *Total Project Cost:* \$90,885.48
2. *Total Amount Requested for Payment Reimbursement:* \$59,766.00
3. *BWSR Cost Share Payment Reimbursement request for eligible components by VLAWMO:* \$53,200.00
4. *BWSR Cost Share Payment Reimbursement request for eligible components by RCD:* \$6,566.00

Explanation of Fiscal/FTE Impact:

Project Funds and staff costs to install the project(s) are available through a FY15 Clean Water Fund grant and Technical and Administrative amount to be consistent with percentages outlined in the grant work plan. Grant Administration/Reporting, Project Development, and Technical Assistance and Engineering Total Cost: \$6,566.00. Designated Technical Representative for the project is: James Landini, Washington Conservation District

Project Timeline:

The project was successfully completed on May 23, 2017.

Supporting Documents:
Factsheet

CLEAN WATER FUND 2015

LAMBERT CREEK STREAM BANK RESTORATION

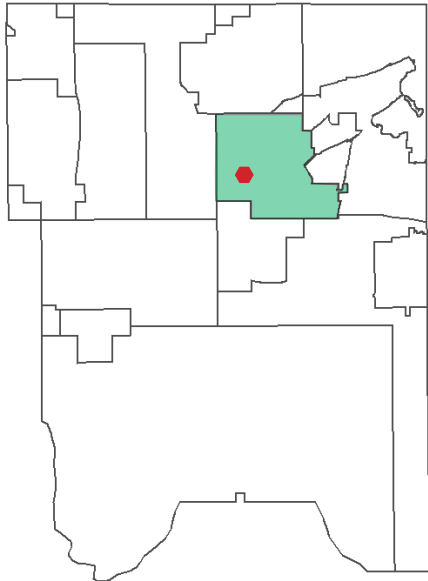
VADNAIS HEIGHTS, MN

Project Goal:

To provide technical assistance and cost share funding for partners and communities interested in protecting waterways through runoff and pollutant reduction projects that will help reduce Runoff Volume, Total Phosphorous (TP), and Total Suspended Solids (TSS).

Location:

470 Koehler Road
Vadnais Heights, MN 55127
Ramsey Washington Metro Watershed District



October, 2016

Project Stats:	Project Costs:
Linear Feet: 400	Project Cost: \$ 90,886
TP Red. (lbs./yr): 8.04	BWSR/RCD Grant: \$ 53,200
TSS Red. (lbs./yr): 9.46	VLAWMO Funding: \$ 37,686
Vol. Red. (cu-ft/yr): 23,087	Owner Cost: \$ 0.00

Project Funding:

Funding for this project was provided by the Ramsey Conservation District (RCD) by a grant offered by MN Board of Water and Soil Resources (BWSR) through funding provided by the Clean Water Fund and Vadnais Lake Area Water Management Organization (VLAWMO).

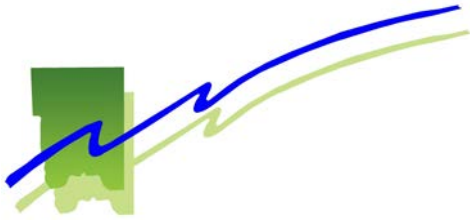


May, 2017



1425 Paul Kirkwold Drive Arden Hills, MN 55112
Phone: 651-266-7270 • www.ramseycounty.us





Meeting Date:06/01/2017

Prepared by: Lena Buggs

D. Purpose/Action Requested:

Review and approval of the multi-unit dwelling policy.

Summary:

Attached is the policy.

Explanation of Fiscal/FTE Impact:

Ramsey Conservation District Multi Unit Dwelling Policy

The Ramsey Conservation District will initiate conservation projects on multi unit dwelling properties with the intent to manage stormwater runoff, using best management practices for conservation preservation working with landowners on a voluntary basis to improve water quality and soil health. Project consideration will be given on a case by case basis, evaluated for feasibility, project visibility, habitat preservation, and enhancement of natural resources.

Criteria Classification of Multi unit dwellings shall include but aren't limited to, apartment dwellings, condominiums, duplex or semi-detached properties, townhomes and housing cooperatives. In addition to residential multi unit classifications, nonprofit entities such as hospitals, churches, and education institutions shall be included in the policy.

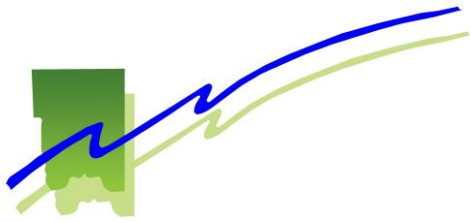
Funding for these projects are available on a first come first serve basis, pending receipt of application, and approval letter provided by the Ramsey Conservation District. Program projects outlined in this policy are listed below.

Stormwater Management- The Ramsey Conservation District will implement best management practices for multi unit dwellings, to meet the requirements for obtaining NPDES permit requirements, to reduce the effects of stormwater runoff to include bioretention swales, rain gardens, infiltration basins, permeable pavers, and native plantings.

Retrofit Analysis- Analysis shall include costs for items in the project for stormwater flow control and runoff treatment, BMP designs as well as those conveyance costs directly related to the stormwater design. Stormwater conveyance costs should include bid items associated with the conveyance of stormwater to the BMP and to the eventual discharge point.

Erosion Control- The Ramsey Conservation District and our partners, are committed to working with landowners in implementing BMP's on their sites to prevent sediments from escaping, and contaminating water supplies. Therefore Ramsey Conservation Staff will conduct regular site visits, ensuring multi unit dwelling projects meet erosion control state, regulatory, and district standards.

This policy will be updated on an annual basis, to be amended by the district board supervisors pursuant to state statutes.



Meeting Date: 06/01/2017

Prepared by: Michelle Prosser

E1. Purpose/Action Requested:

Approve the purchase of sampling plates and floats to monitor zebra mussels in Ramsey County lakes.

Summary:

Zebra mussels (*Dreissena polymorpha*) are small, fingernail-sized animals that attach to solid surfaces in water. They are native to Eastern Europe and Western Russia and arrived in the Great Lakes via ballast water in ships. They are considered a prohibited aquatic invasive species in Minnesota as they have costly impacts both financially and ecologically. Early detection of zebra mussels allows for rapid response to an infestation and a better chance of successful control.

The RCD would like to implement a zebra mussel monitoring program at all non-zebra mussel infested lake boat launches within the County. This would entail deployment of zebra mussel plate samplers. Plate samplers offer an ideal surface for zebra mussels to adhere to. Samplers would be checked on a regular basis from May-September in order to facilitate the detection of an early infestation. The samplers would be placed at each boat launch as that is the most likely point of entrance for a new infestation.

Supplies for this zebra mussel monitoring program include zebra mussel sampler plates as well as floats to suspend the plates in the water column.

Sampler plates will be purchased from Eric Fieldseth:

\$12/plate x 15 plates = \$180

Floats will be purchased from LFS Marine:

\$4.35/float x 15 floats = \$65.25 + shipping = \$85.29

Explanation of Fiscal/FTE Impact:

Funds for this program are available through the 2017 AIS Prevention Aid.

Supporting Documents:

Eastern Marine Quote

LFS Marine Quote

Wildco Quote

Eric Fieldseth Quote

Zebra Mussel Survey RFIQ

Sign Quote

AIS Sign Proof

Chair Quote

Wildco Quote

Ben Meadows Quote

E2. Purpose/Action Requested:

Authorize the District Manager to approve a contract with a qualified professional consultant to conduct zebra mussel surveys at multiple Ramsey County lakes.

Summary:

This project will determine the presence or absence of zebra mussels along Ramsey County boat launch access sites. The contractor will submit a report of the methods used as well as survey information data results. Surveys will be completed by the end of July 2017 with the written report submitted by the end of August 2017.

This type of survey has been completed on Ramsey County boat launch access sites in both 2015 and 2016. Ramsey County Parks and Recreation Department (RCPRD) oversaw all aspects of the contract in 2015/2016. RCPRD also distributed the Request for Informal Quote (RFIQ) this year. RCPRD anticipates informing consultants of the intent to award the contract on June 12, 2017. RCD would defer to RCPRD's recommendation on which consultant to contract with at a final cost not to exceed \$8000. This project is an example of early detection efforts for zebra mussels in Ramsey County lakes.

Explanation of Fiscal/FTE Impact:

Funds for this program are available through the 2017 AIS Prevention Aid.

E3. Purpose/Action Requested:

Approve the purchase of equipment for aquatic invasive species watercraft inspectors.

Summary:

The RCD will have several staff members including Right Track interns and Minnesota Conservation Corps members inspecting watercraft at boat launch access sites this summer. Equipment requested for this work includes: Signs indicating there is a watercraft inspector on-site, portable chairs for inspectors.

Signs will be purchased from Staples:

\$53.96 for 4 signs

Chairs will be purchased from Kmart:

\$31.29 for 4 chairs

Explanation of Fiscal/FTE Impact:

Funds for this program are available through the 2017 AIS Prevention Aid.

Supporting Documents:

Eastern Marine Quote

LFS Marine Quote

Wildco Quote

Eric Fieldseth Quote

Zebra Mussel Survey RFIQ

Sign Quote

AIS Sign Proof

Chair Quote

Wildco Quote

Ben Meadows Quote

E4. Purpose/Action Requested:

Authorize the District Manager to sign grant contract with the Minnesota Department of Natural Resources (MN DNR) providing additional watercraft inspections in Ramsey County.

Summary:

The RCD has been awarded an additional 180 hours of watercraft inspection through the MN DNR's 2017 Watercraft Inspections Grant. The cost of these hours are split with the MN DNR and the RCD is responsible for paying \$12.00 per inspection hour, up to 180 hours. These hours are to be dedicated to Bald Eagle Lake in Ramsey County. Notice of the intent to award was given May 23, 2017, but the contract will be submitted to the RCD by the MN DNR at a later date.

Explanation of Fiscal/FTE Impact:

Funds for this program are available through the 2017 AIS Prevention Aid.

E5. Purpose/Action Requested:

Approve the purchase of a 540µm wash bucket for early detection sediment monitoring of spiny waterflea (*Bythotrephes longimanus*) on Ramsey County lakes.

Summary:

Spiny waterflea are non-native, invasive zooplankton that outcompete native species. In some lakes they've caused major declines in the population of native zooplankton species, significantly impacting the aquatic ecosystem. Spiny waterflea can be difficult to detect due to their spatial and temporal inconsistency in a water body. Because of this the RCD would like to implement an early detection sediment monitoring program. Sediment is an ideal way to monitor for this species due to the fact that spiny waterflea tail spines remain intact in sediment and can be identified using a dissecting scope. Most equipment needed for this monitoring protocol are available for use through Ramsey County, but the RCD would need to purchase a 540µm wash bucket for rinsing sediment samples.

The wash bucket would be purchased from Wildco:

1 540µm wash bucket = \$115 plus shipping

Explanation of Fiscal/FTE Impact:

Funds for this program are available through the 2017 AIS Prevention Aid.

Supporting Documents:

Eastern Marine Quote

LFS Marine Quote

Wildco Quote

Eric Fieldseth Quote

Zebra Mussel Survey RFIQ

Sign Quote

AIS Sign Proof

Chair Quote

Wildco Quote

Ben Meadows Quote



Ramsey County Request for Informal Quote ("RFIQ")

RFIQ #: PRK0000011182

RFIQ Title: ZEBRA MUSSEL SURVEY

First Time Solicitation: Yes

Ramsey County Department: Parks & Recreation
Ramsey County Contact: Mike Goodnature
Ramsey County Contact Email: mike.goodnature@co.ramsey.mn.us
Ramsey County Contact Telephone: 651-748-2500

Responses must be received by 2:00 p.m. Central time on June 08, 2017.

THIS IS A PRICE INQUIRY. THIS IS NOT AN ORDER.

Terms and Conditions governing this solicitation, including applicable insurance requirements, are included as a part of this document. Ramsey County has no obligation to place an order as a result of this inquiry. Any contract(s) resulting from this solicitation shall not exceed \$25,000 in total for all costs and expenses.

Solicitation Schedule

Listed below are specific dates and times of actions related to this solicitation. Actions with specific dates and/or times must be completed as indicated unless changed by Ramsey County. With the exception of the anticipated contract start date, in the event that Ramsey County finds it necessary to change any of the specific dates and/or times in the schedule listed below, it will do so by issuing an addendum.

RFIQ Released: May 18, 2017
Contractor Questions Due: June 1, 2017
Addendum with Answers to Questions Issued: May 5, 2017
Solicitation Responses Due: June 08, 2017
Notice of Intent to Award: June 12, 2017
Anticipated Contract Start Date: June 15, 2017

Solicitation Description

Perform survey to determine presence of zebra mussels in Ramsey County lakes

1. Project Information

1.1. Purpose

Ramsey County, through the Parks & Recreation Department, seeks a qualified contractor to conduct surveys to determine the presence or absence of zebra mussels and to submit a report of the methods used and survey information found.

1.2. Background Information

To determine the presence or absence of zebra mussels along Ramsey County Parks and Recreation Department administered boat launch access sites in Ramsey County

1.3. Scope of Services

The Contractor shall conduct surveys to determine the presence or absence of zebra mussels and draft a report of the methods and survey information data results. Contractor must have completed similar work involving aquatic surveys within the past 5 years and have references and example reports of work available upon request.

One survey at each of the 12 boat launch access sites within Ramsey County and administered by the Ramsey County Parks and Recreation Department (listed below) will be completed by the end of July 2017, with the written report consisting of methods and survey information data results to be submitted to Ramsey County by the end of August 2017. The methods will consist of, but not limited to:

Search all suitable habitat parallel to shore in both directions from the site of the boat launch access site, up to 100 yards in each direction and out to the maximum rooting plant depth or 100 feet from shore, whichever is closest.

Use scuba to survey deeper portions of the area (> 4 feet); wade or snorkel in shallower areas (< 4 feet).

Inspect a minimum of 50 objects, including, but not limited to rocks, wood and other solid objects as well as vegetation for attached zebra mussels. Record:

the number of objects that were inspected,
the number of objects with no mussels,
the number of objects with mussels attached,
the approximate size of zebra mussels found,
the amount of time spent searching,
a map of the track that was searched, and
the amount of area searched.

Discuss results of initial population assessment surveys with Ramsey County Parks and Recreation to determine whether additional surveys are necessary.

Surveyors should collect specimens if identification is questionable.

Contractor shall submit on electronic and one hard copy of report containing all lakes surveyed

Lakes to Survey

Bald Eagle Lake State Water Access Site

Island Lake State Water Access Site

Johanna Lake State Water Access Site

Josephine Lake State Water Access Site

Keller Lake State Water Access Site

Long Lake State Water Access Site

McCarrons Lake State Water Access Site

Otter Lake State Water Access Site

Owasso Lake State Water Access Site

Snail Lake State Water Access Site

Turtle Lake State Water Access Site

Wabasso Lake State Water Access Site

1.4. Contractor Qualifications

Contractor must have completed similar work involving aquatic surveys within the past 5 years and have references and example reports of work available upon request.

1.5. Contract Term

1.5.1.

The anticipated term of the resulting Agreement shall begin on June 15, 2017 and shall not exceed 1 year.

1.6. Costs

1.6.1.

The resulting contract fee shall be a maximum not to exceed, threshold and rates to be determined.

1.6.2.

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

1.6.3.

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.

1.7. Subcontractors

Subcontractors will not be allowed.

2. General Solicitation Standard Terms and Conditions

2.1. Solicitation Process

2.1.1.

The County will not provide compensation to the Contractor for any expenses incurred for solicitation response preparation.

2.1.2.

All communications during the solicitation process shall be directed to the solicitation contact assigned to the solicitation, as identified on the first page of this solicitation. Contractors shall not have contact with any other County employees or elected officials at any time during the solicitation process. Violation of this provision shall disqualify the contractor from consideration.

2.1.3.

Any exceptions to the General Contract/Agreement Terms and Conditions must appear in the Contractor's proposal under a separate section titled "Exceptions", with proposed alternate language or deletions. The County has no obligation to accept or agree to any such exceptions requested by a Contractor.

2.1.4.

All questions related to this solicitation must be submitted in writing during the question and answer period indicated on the first page of the solicitation document.

2.1.5.

The County expressly reserves the right to amend or withdraw this solicitation at any time and to reject any or all responses, and to waive any informalities or irregularities in the responses as may be deemed in the best interest of the County.

2.2. Solicitation Questions

All questions concerning this solicitation shall be submitted in writing to the contact at the email address listed on the first page of this solicitation document.

2.3. Solicitation Addenda

Any solicitation changes, additions, alterations, corrections, or revisions shall be made in writing via an addendum within a reasonable time to allow prospective contractors to consider them in preparing their solicitation responses.

2.4. Collusion

Contractors shall not enter into an agreement, participate in any collusion, or otherwise take any action in restraint of free competition in connection with this solicitation or any contract which may result from its acceptance, including actions involving other contractors, competitors, County employees or County Board members. Evidence of such activity will result in rejection of the solicitation response.

2.5. Solicitation Response Format and Content

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

2.5.1.

Completed Solicitation Response Form, attached.

2.5.2.

Completed Contractor Information and Reference Form, attached.

2.5.3.

Description of the Contractor's cost.

2.5.4.

Description of the Contractor's overall approach or solution.

2.5.5.

A summary of claims brought against the proposer, subcontractors, and proposed project team members during the past five years related to their goods and/or services, including the date, description of the claim, and the resolution of the claim, on company letterhead. Even if there have been no claims, a statement must be provided.

2.5.6.

Submission of a solicitation response constitutes agreement by the contractor that it has read and will comply with all provisions in this solicitation document, including the General Contract/Agreement Terms and Conditions, and any addenda issued, and not on oral statements.

2.5.7.

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

2.5.8.

Ramsey County reserves the right to accept or reject any and all solicitation responses received and waive any and all minor irregularities.

2.6. Response Submission

Contractors shall submit one original and 1 copy (ies) of the solicitation response via mail, email, fax, or personal service to the Ramsey County Contact. Solicitation responses must be received no later than 2:00 p.m., Central time, on June 08, 2017. Oral solicitation responses will not be considered.

2.7.

In addition, contractors shall include a complete copy of the solicitation response in the following electronic format(s):

E-mail

2.8. Solicitation Response

2.8.1.

Upon submission, a solicitation response becomes the property of the County and will not be returned. The County retains the right to use any concept or idea presented in any solicitation response, whether or not that solicitation response is accepted. All information included in the submitted solicitation response will be classified in accordance with Minn. Stat. §13.591 governing data practices.

2.8.2.

The solicitation response shall remain valid for 120 days starting on the solicitation response due date.

2.9. Conditioning Solicitation Responses Upon Other Awards Not Acceptable

Solicitation responses conditioned upon receiving award of both the particular contract being solicited and another County contract shall be rejected.

2.10. Solicitation Response Mistakes

2.10.1.

A solicitation response may be withdrawn on written request of the Contractor prior to the solicitation due date and time. Negligence of the Contractor in preparing its response confers no right to withdraw the solicitation response after the solicitation due date and time. Prior to the due date and time, changes may be made, provided the change is initiated by the Contractor's agent. If the intent of the Contractor is not clearly identifiable, the interpretation most advantageous to the County will prevail.

2.10.2.

Any solicitation response, withdrawal, or modification received after the solicitation due date and time shall be considered late and the solicitation response, withdrawal, or modification shall be rejected.

2.10.3.

If the solicitation response includes a unit price calculation and the Contractor has made an error when calculating the extended price, the unit price shall be used for contract award.

2.11. Evaluation and Selection Process

2.11.1. Creation of Evaluation Team

The County shall create an Evaluation Team consisting of County employees, consultants, or community representatives who represent different backgrounds, experience, subject matter, and departments. After the submission date and time, contractors may have direct communications with Evaluation Team members, County employees, County elected officials, and County consultants only in response to a request from the County. Violation of this provision shall disqualify the contractor from further consideration.

2.11.2.

The Evaluation Team shall evaluate the written solicitation responses using the following Evaluation Criteria, with the identified maximum points values:

Evaluation Criteria and Maximum Points Value

- 20 Contractor Qualifications (experience, training, technical and professional ability)
- 10 Key Personnel Qualifications (experience, training, technical and professional ability)
- 20 Project Understanding and Approach
- 50 Cost

100 Total Possible Points

2.11.3.

The County reserves the right to interview any or all proposers, or to require a demonstration or a site visit at its discretion. The County is not responsible for any costs incurred by the proposer in preparing for or participating in an interview, demonstration, or site visit.

2.11.4.

If interviews are required, Contractors selected for interviews shall be given enough time to make necessary interview preparation and travel arrangements. All Contractors interviewed shall be given the same amount of time for the interview.

2.11.5.

The County reserves the right to request any additional information at any stage of the solicitation process. Compliance shall be at the contractor's expense.

2.12. Selection

2.12.1.

The County is not bound to accept the lowest cost.

2.12.2.

The County reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of Contractors as the County deems to be in its best interests.

2.12.3.

A written Notice of Intent to Award shall be sent to the contractor(s) who scored the highest in accordance with the evaluation criteria as stated in the solicitation document.

2.13. Notice of Intent to Award

The following must be submitted in response to a Notice of Intent to Award Letter within 10 business days:

2.13.1.

Taxpayer Identification Number and Certification, I.R.S. Form W-9

2.13.2.

PDF of Contractor's current status with the Minnesota Secretary of State's Certificate of Registration. **All Contractors, with the exception of Sole Proprietors, shall be properly registered with the State of Minnesota and submit proof of active registration prior to contract award.** Contractor's whose main office is not in the State of Minnesota must register with the State of Minnesota as a Foreign vendor and provide a PDF of your status with the Minnesota Secretary of State's Certificate of Registration.

2.13.3.

Certificate of Insurance (COI)

2.14. Trade Secret Information

2.14.1. Trade Secret Information Caution

Solicitation response data marked as, for example, "confidential" or "proprietary" or other similar designation, will not be considered by the County to be Trade Secret Information within the meaning of Minnesota Statutes Chapter 13 unless the data meet the criteria set forth in Section 13.37, subd. 1(b)

2.14.2. No Contingency

The solicitation response shall not be contingent on the County accepting the contractor's claim that certain data is Trade Secret Information within the meaning of Minnesota Statute Section 13.37, subd. 1(b)

2.14.3. Trade Secret Information Review

County review of data identified as Trade Secret Information will not occur unless and until such time as an appropriate request for the data is made by a third party

2.14.4. Notice of Request for Trade Secret Information

At such time as an appropriate request for data identified in a response as Trade Secret Information is made, the County will provide the responder with notice of the request for the Trade Secret Information

2.15. Only One Solicitation Response Received

If only one solicitation response is received, an award may be made to the single Contractor if the County finds that the price submitted is fair and reasonable, and that either other Contractors had reasonable opportunity to respond, or there is not adequate time for re-solicitation.

3. General Contract/Agreement Terms and Conditions

3.1. Contract Term and Schedule

Services may not begin until the contract has been fully executed. An expired contract cannot be extended or renewed.

3.2. Payment

3.2.1.

No payment will be made until the invoice has been approved by the County.

3.2.2.

Payment shall be a single payment when all of the materials and/or services have been received in accordance with the provisions of the resulting contract.

3.3. Application for Payments

3.3.1.

The Contractor may not submit invoices more than once a month.

3.3.2.

The Contractor shall submit one invoice upon completion of services.

3.3.3.

Invoices for any goods or services not identified in this Agreement will be disallowed.

3.3.4.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

3.3.5.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

3.3.6.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

3.3.7.

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

3.4. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners between the parties or as constituting the Contractor as an employee of the County.

3.5. Successors, Subcontracting and Assignment

3.5.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants, contracts and obligations contained in this Agreement.

3.5.2.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement nor assign or transfer any interest in this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all subcontractors.

3.6. Compliance With Legal Requirements

3.6.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

3.6.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

3.7. Data Practices

3.7.1.

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

3.7.2.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

3.8. Security

3.8.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

3.8.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

3.8.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

3.8.4.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

3.8.5.

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

3.9. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

3.10. Contractor's Insurance

3.10.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

3.10.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

3.10.3.

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

3.10.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

3.10.3.2.

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

3.10.4.

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

3.10.5.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts.

3.10.6.

If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

3.10.7.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies shall be submitted to the County upon written request.

3.10.8.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

3.10.9.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

3.10.10.

Except as set forth in this section, either the Contractor or its insurer shall provide the County with prior notice of any lapse in the insurance required under this Agreement, including cancellation, non-renewal or material change in coverage. However, if Contractor is providing services to clients, customers, patients or inmates on behalf of the County, Contractor shall notify its insurer that the County is requiring third party notice of mid-term cancellation per Minnesota Statutes Section 60A.36, Sub 2a, and Contractor's certificate of insurance shall indicate that its insurer will provide such notice.

3.10.11.

Nothing in the Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

3.10.12.

A Crime and Fidelity Bond is required if the Contractor is handling money for the County or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

3.11. Audit

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

3.12. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County: xxx

Contractor: xxx

If the name and/or address of the above-identified representatives changes, notice of such change shall be given to the other party in accordance with the provisions of this section.

3.13. Non-Conforming Services

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

3.14. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

3.15. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

3.16. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

3.17. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

3.18. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

3.19. Termination

3.19.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

3.19.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any,

seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

3.19.3.

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

3.20. Interpretation of Agreement; Venue

3.20.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

3.20.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

3.21. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

3.22. Debarment and Suspension

When Ramsey County is using federal funds for a purchase of \$25,000 or over, the federal government prohibits the County from purchasing from a party that has been debarred or suspended under federal debarment laws, executive orders, and regulations. In addition, Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

3.23. Diverse Workforce Inclusion

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the web sites below:

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers, and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through JobConnect@co.ramsey.mn.us or call 651-779-5652.

3.24. Alteration

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

3.25. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.



RAMSEY COUNTY
SOLICITATION RESPONSE FORM

Solicitation Number: PRK0000011182

Solicitation Title: ZEBRA MUSSEL SURVEY

The following shall be completed by the Contractor:

Contractor Company Name:

Acknowledgement and Number of Solicitation Addenda Received:

PLEASE READ THE FOLLOWING BEFORE COMPLETING THIS SOLICITATION RESPONSE FORM

The provisions of the solicitation document should be reviewed and understood before preparing a solicitation response. Unless the solicitation document provides otherwise, the solicitation response shall be the best price for all labor, equipment, materials and services for the project described in the solicitation document.

Max NTE Information (Edit Section to add Pricing Detail):

Price: \$ _____

ACKNOWLEDGEMENT

By signing below, I certify that I understand, agree, and bind the Contractor to the provisions contained in the solicitation document for the above Solicitation Number, including the General Solicitation Terms and Conditions and the General Contract/Agreement Terms and Conditions and that I am authorized to submit this solicitation response on behalf of the Contractor.

COLLUSION

By signing below, I certify that this solicitation response has been prepared without any collusion with other contractors, competitors, County employees or County Board members and without taking any other action which will restrict competition or constitute fraud or collusion.

Name and Title of Authorized Contractor Representative:

Signature:

Date:

Solicitation Number: PRK0000011182

Solicitation Title: ZEBRA MUSSEL SURVEY



RAMSEY COUNTY

RAMSEY COUNTY CONTRACTOR INFORMATION AND REFERENCE FORM

Ramsey County 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:

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

Solicitation Response Contact:

1. Name and Title of the person to contact for questions concerning this solicitation response:
2. Local Telephone Number:
3. Toll Free Telephone Number:
4. Fax Number:
5. Email Address:
6. Address:
7. City:
8. State:
9. 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 minimum of three (3) references for work completed within the last five (5) years that is similar to what is requested in this solicitation.

1. First 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:

2. Second 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:

3. Third 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:



RAMSEY COUNTY
NO SOLICITATION RESPONSE FORM

Ramsey County strives to conduct all solicitations in an open, fair, and transparent manner. If you have selected to not participate in this solicitation, the Procurement Office is asking you to complete this form and return it via e-mail to the appropriate Procurement Specialist.

- 1. We did not feel we could be competitive.
- 2. We do not furnish the supplies, equipment materials or services requested.
- 3. Insufficient time to respond.
- 4. We did not have sufficient staffing to complete the solicitation response.
- 5. Not interested.
- 6. Other (350 character limit):

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

Name of CEO or Company President:

Local Telephone Number:

Toll Free Telephone Number:

Fax Number:

Email Address:

Address:

City:

State:

Zip Code:

Name and Title of Authorized Contractor Representative:

Signature:

Date:

AQUATIC INVASIVE SPECIES INSPECTION



provided by

Ramsey
Conservation District



RamseyConservationDistrict



@RamseySWCD