

PARKS COMMITTEE MEETING AGENDA

and Meeting of the Anoka County Board of Commissioners**

Tuesday, February 4, 2020 - 9:00 a.m.
Bunker Hills Activities Center, Cedar Room

Department Updates

County Board Items

1. Authorization of Grant Amendment – Natural Resources (Anoka County Contract# C0005976A)
2. Authorization of Grant Amendment – Rice Creek Maintenance Facility (Anoka County Contract# C0006650A)
3. Authorization for Resolution – Rice Creek Single Track System
4. Authorization to Negotiate and Execute Lease Agreement – YMCA of the Greater Twin Cities, Camp Guy Robinson (Anoka County Contract #C0007771)

Committee Items

Informational Items

5. 10 year Capital Project Forecast
6. Chomonix Golf Course Update
7. Contracts Processed

Public Comments

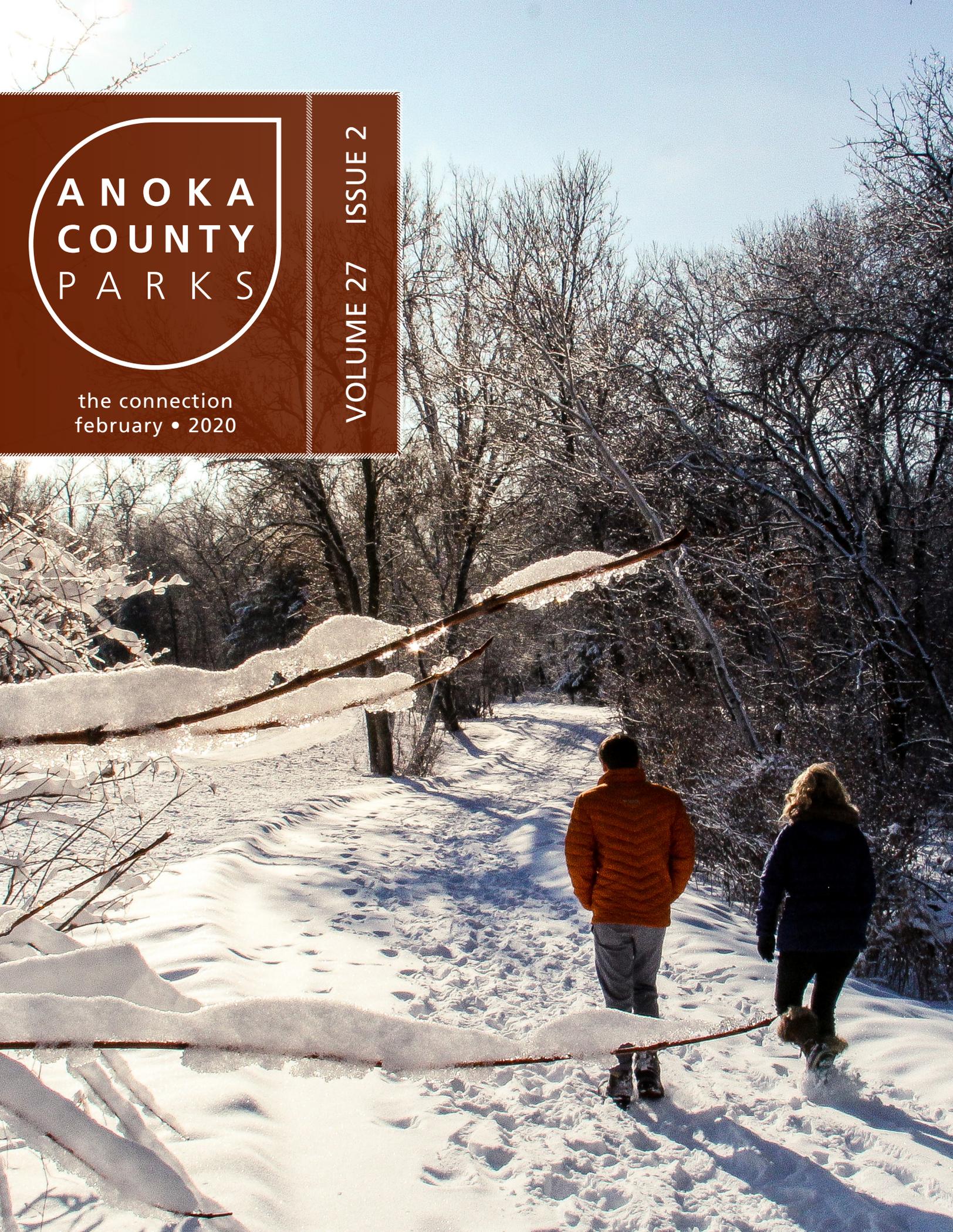
Please Limit to Two Minutes

*** Actions taken by this Committee do not bind the County Board. In addition to the County Commissioners appointed to this committee, additional County Commissioners may attend. Non-committee Commissioners may choose to participate in the discussions and/or ask questions, but they will **not** vote on any item, nor will they agree to take a specific action on business conducted by the committee. If their attendance and limited participation in the committee meeting is considered a meeting of the County Board, this shall serve as notice of a County Board meeting. This shall also serve as notice of a County Board Meeting for any committee comprised of four or more members of the board.*

ANOKA
COUNTY
PARKS

the connection
february • 2020

VOLUME 27 ISSUE 2





EVENTS AND UPDATES

From the Director	3
Winter Outdoor Maintenance Activities for Recreation	4
Campsite Reservations Opening Record	4
Lessard Sams Outdoor Heritage Council Legacy Funding	5
Chomonix Fairway Improvements	5
2020 Membership Sale	6
Mamava Pod at Wargo	6



FROM THE DIRECTOR:

One of winter's greatest pastime offerings in the Anoka County Park System is to get outside, strap on a pair of cross-country skis, and explore more than 30 miles of ski and skijoring (a skier pulled by a dog or team of dogs) trails. Cross-country skiing is an excellent family or solo activity for people of all ages to reduce stress, get in a cardio workout, or simply take in the unique sights and sounds of the peaceful winter landscape, especially after a fresh snowfall.

Bunker Hills Regional Park offers 20 kilometers of scenic flat to moderately hilly terrain that cuts through oak savannas, pines, and Bunker Hills Golf Course. In addition, there are 8 kilometers of groomed skijor trail that meanders through oaks, pines, and prairies in the western portion of the park. Rental skis and trail passes are available daily at the Bunker Hills Campground Visitors Center. The Bunker Hills Activities Center, located in the northern portion of the park, is open Monday through Friday 8 am to 4:30 pm. Daily trail permits are available at this location.

Coon Rapids Dam Regional Park harbors 10 kilometers of relatively flat terrain loops along the oak forest bluffs of the mighty Mississippi River. Rental skis and trail passes are available at the Coon Rapids Dam Visitor Center on Saturday and Sunday, 9 am - 5 pm.

Rum River Central Regional Park features 8 kilometers of flat to moderately hilly loops that wind through oak and mixed hardwood forests along the Wild and Scenic Rum River. There is no building or rentals available at this location, however, there are portable restrooms located in the trailhead parking area.

Rice Creek Chain of Lakes Park Reserve boasts 10 kilometers flat terrain loops that traverse across the picturesque Chomonix Golf Course. There are no rentals offered at the Clubhouse, however, the building is open Monday – Friday from 8:00 am until noon. Portable restrooms are also provided in the Clubhouse parking lot.

Lastly, I would like to recognize and express my gratitude to our Park Maintenance team, whom is charged with all the operational tasks of preparing and maintaining the entire network of cross-country trails and support facilities. Our multi-talented Parkkeepers manage the vegetation along the trail corridors throughout the growing season, maintain the sign program, plow snow for access, pack and groom trail surfaces, and ensure the trail system is clean, safe, and highly manicured for public enjoyment.

Jeff Perry

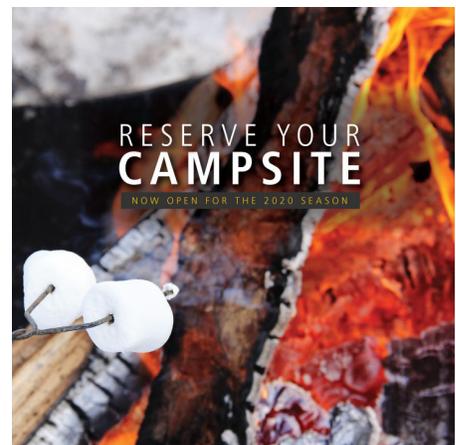
WINTER OUTDOOR MAINTENANCE ACTIVITIES FOR RECREATION

Each fall, the Maintenance Unit makes an annual transition from mowing and blowing trails to preparing for the long snowy Minnesota winter ahead. This change also shifts the snow removal responsibilities for quick response to public access for winter recreational activities. With regards to plowing and grooming snow, the entire Parks system is divided into 16 unique routes each with a variety of areas to clear and maintain after a snow event. While each snowfall is different in terms of quantity and type of snow, the end goal remains the same – get the roads, lots, paved and groomed trails, lake accesses, and buildings accessible as quickly as possible. In a typical response to a snowfall, Parks Maintenance staff handles the following: 15 parks buildings, 13 miles of park roads, 16 miles of paved trail, 38 parking lots, 48 km of ski trails, and 7 public accesses for ice fishing. Without the coordination and skilled operation of our plow and grooming equipment by our maintenance staff, the parks would not be ready to enjoy the host of winter recreational activities available. Get outside and enjoy Minnesota’s winter!



OPENING DAY RECORD FOR CAMPSITE RESERVATIONS

It may be winter, but many folks are planning their summer camping experiences at Bunker Hills and Rice Creek Campgrounds in Anoka County. Campground reservations for Anoka County’s two campgrounds opened on January second. More than 4,000 camping reservations were scheduled on the first day alone! 92% of first day reservations, approximately 3,700 reservations, were completed online. Hundreds of campers also kept the phone lines ringing to secure their camping experience for the summer. This year continued a trend of growth and excitement on the first day of campground reservations, setting a record of \$103,000 in a single day. Up more than 24% from last year, this record reflects both the outstanding quality of Anoka County’s campgrounds and the support and enthusiasm from campers throughout the country.



LESSARD SAMS OUTDOOR HERITAGE COUNCIL LEGACY FUNDING



In partnership with the Minnesota Department of Natural Resources (DNR), the County received a \$539,000 Lessard Sams Outdoor Heritage Council Legacy Grant to reconstruct a weir that helps maintain a consistent water level for Lake George and the surrounding wetland complex in the City of Oak Grove. The grant will also fund the stabilization of two riverbank sections along the Wild and Scenic designated Rum River in the City of Ramsey. Sunram Construction has been contracted to start construction on the dam in late January and be complete by spring thaw. The bank stabilization projects will have to wait until the river levels are low enough to conduct the work but should be completed no later than June 2021.

CHOMONIX FAIRWAY IMPROVEMENTS

The winter logging crew is again coordinating with Chomonix staff on improvements to the course by removing trees in strategic locations along fairways. This work focuses on removing dead and hazard trees, trees with a heavy lean over fairways, and trees of poor form due to overcrowding. These removals will improve playing conditions for golfers and reduce maintenance issues related to dead twigs and branches being shed onto the playing surface. It will also mitigate the impact of Emerald Ash Borer and ease mowing difficulties by decreasing the number of trees that will need to be mowed and weed whipped around. These improvements are along hole 9 and 15 fairways and near hole 18 green. As with past tree work on the course, we expect there will be a ‘thumbs up’ response from Chomonix patrons.



2020 MEMBERSHIP SALE



Chomonix Golf Course launched the 2020 membership sale for the 5 and 7 day memberships. Sale prices are valid through March 31, 2020 and can be purchased online. Golf memberships grew significantly in 2019 and staff plans to retain and increase memberships in 2020. In 2019, 20 5-day memberships and 17 7-day memberships were purchased. Annual memberships represent the core of Chomonix business and many members have been supporting the golf course for years.

MAMAVA POD AT WARGO

Wargo Nature Center is proud to be the recipient of a Mamava Breastfeeding Pod. Thanks to grant funding from the Anoka County Public Health and Environmental Services (PHES) Department, which receives grant funding from the Minnesota Department of Health (MDH) as part of the Minnesota Statewide Health Improvement Partnership (SHIP) program. The SHIP initiative aims to help Minnesotans live longer healthier lives by reducing the burden of chronic disease. The PHES Department executes a work plan approved by MDH to implement policies, systems, and environmental changes that create supportive environments for breastfeeding parents, including but not limited to: creating private areas for mothers to breastfeed their child or express breastmilk, create policies for various settings to comply with state statutes and support families breastfeeding in public spaces, and help to educate and create awareness about the importance of breastfeeding and the rights parents have in public and in the workplace. This year, PHES reached out to the Parks Department offering grant funding to assist in implementing breastfeeding friendly spaces in park facilities. This opportunity provides the Parks Department with supplies and equipment to provide supportive environments for families and staff who seek a breastfeeding/ lactation space. The pod's location will be added to the Mamava app and is available to visitors at the nature center. Thanks to Anoka County PHES Department for continuing to work with Wargo and the Anoka County Parks Department to develop new and exciting initiatives.



COUNTY BOARD ACTION ITEM 1 – AUTHORIZATION OF PARKS AND TRAIL LEGACY GRANT AMENDMENT

Parks Committee

Committee Date: February 4, 2020

County Board Date: February 11, 2020

Action Requested

For the Committee to recommend to the County Board to authorize a Grant Amendment for hiring Conservation Corps of MN (CCM) to conduct natural resources management in the regional system (Anoka County Contract #C0005976A).

Previous Committee / County Board Action

September 2017 – Grant Authorization

Background / Analysis

Anoka County Contract C0005976 is a grant to hire CCM to conduct natural resources management within the regional parks system. Due to difficulties in recruitment, CCM is having trouble being able to provide the desired staff levels. Therefore, Parks staff requested an amendment to the grant description to change it from the requirement of hiring CCM to “hiring an organization or hiring staff” to conduct natural resource management within the regional system. This will allow the County flexibility in determining how to best utilize of the grant funds to accomplish the project outcomes.

Conclusion / Recommendation

For the Committee to recommend to the County Board to authorize a Grant Amendment changing the project description to allow more flexibility in procuring labor to conduct natural resources management within the regional parks system (Anoka County Contract #C0005976A).

Supporting Documents

Grant Amendment

Lead Staff

Karen Blaska, Park Planner

**FIRST AMENDMENT TO METROPOLITAN COUNCIL
GRANT AGREEMENT NO. SG-05723**

WHEREAS, the Minnesota Legislature, by Minnesota Laws 2017, Chapter 91, Article 3 Section 4 appropriated funds for State Fiscal Years 2018 and 2019 (the “Appropriation”) from the Constitutional Clean Water, Land and Legacy Amendment’s Parks and Trails Fund (the “Legacy Fund”) to the Metropolitan Council (“Council”) for grants to Regional Park Implementing Agencies as required by Minn. Stat. § 85.53 for parks and trails resources; and

WHEREAS, the Appropriation requires that the Legacy Funds must only be used to fund the projects identified and approved by the elected representatives of each of the metropolitan parks implementing agencies; and

WHEREAS, on July 26, 2017, pursuant to Council Business Item 2017-118, the Council authorized the allocation of a portion of the Fiscal Year 2018 and Fiscal Year 2019 appropriations to Anoka County (“Grantee”); and

WHEREAS, on September 27, 2017, the Metropolitan Council (“Council”) and Grantee entered into Metropolitan Council Grant Agreement No. SG-05723 under which the Council agreed to provide Legacy Fund monies to the Grantee for the purposes identified in the grant agreement (the “Grant Project”); and

WHEREAS, the parties desire to amend Metropolitan Council Grant Agreement No. SG-05723 to remove the reference to the Conservation Corps of Minnesota (CCM) from the project description because of lack of available CCM workforce to satisfy the natural resource management needs of regional system in Anoka County.

NOW THEREFORE, the Council and the Grantee agree, as follows:

- A. The project description for Grant Agreement No. SG-05723 is changed from “Contract with Conservation Corps of MN for natural resource and maintenance management throughout the regional parks in Anoka County. The scope of work

includes conducting invasive species removal, prairie, oak savanna and forest restorations, oak wilt management, seeding, plantings, additional building and grounds maintenance, tree/shrub removal, debris removal, sign installation, river clean-up/obstruction removal, and public outreach/education about natural resource management” to “Contract with organizations or hire staff for natural resource and maintenance management throughout the regional system in Anoka County. The scope of work includes conducting invasive species removal, prairie, oak savanna and forest restorations, oak wilt management, seeding, plantings, additional building and grounds maintenance, tree/shrub removal, debris removal, sign installation, river clean-up/obstruction removal, and public outreach/education about natural resource management.”

B. Ratification. The remaining provisions of the above-referenced agreement shall remain in full force and effect without change except as amended above.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

ANOKA COUNTY

METROPOLITAN COUNCIL

By: _____
Scott Schulte, Chair
Its: County Board of Commissioners
Date: _____

By: _____
LisaBeth Barajas, Director
Its: Community Development Division
Date: _____

ATTEST

By: _____
Rhonda Sivarajah,
Its: County Administrator
Date: _____

Approved as to form

By: _____

Chris Carney

Its: Assistant County Attorney

Date: _____

COUNTY BOARD ACTION ITEM 2 – AUTHORIZATION OF PARKS AND TRAILS LEGACY GRANT AMENDMENT

Parks Committee

Committee Date: February 4, 2020

County Board Date: February 11, 2020

Action Requested

For the Committee to recommend to the County Board to authorize a Grant Amendment for the construction of the Rice Creek Maintenance Facility to increase the grant amount by \$15,407.07 from \$687,044 to \$702,453.07 (Anoka County Contract #C0006650A).

Previous Committee / County Board Action

September 2019 – Bid Award
June 2019 – Informational Item – Project Status Update
May 2019 – Informational Item – Concept Design
February 2019 – Professional Services Contract Award
January 2019 – 10-year Capital Project Forecast

Background / Analysis

The County recently purchased a parcel at Rum River Central Regional Park (Anoka County Contract #C0007348). At the conclusion of the project, there was \$15,407.07 in remaining Parks and Trails Legacy grant funds.

The Rice Creek Chain of Lakes Maintenance Facility is also funded through the Parks and Trails Legacy grant program. This project has had some cost increases related to the building footings. Staff recommends that the remaining \$15,407.07 from C0007348 be used for the maintenance facility project (C0006650). The County submitted a request to the Metropolitan Council to relinquish and reprogram those funds to the Rice Creek Chain of Lakes Maintenance Shop project.

Once the amendment is executed, the total project budget for the Rice Creek Maintenance Facility will be \$702,453.07. The project is anticipated to be completed by June 2020.

Conclusion / Recommendation

For the Committee to recommend to the County Board to authorize a Grant Amendment for the construction of the Rice Creek Maintenance Facility to increase the grant amount by \$15,407.07 from \$687,044 to \$702,453.07 (Anoka County Contract #C0006650A).

Supporting Documents

Grant Amendment

Lead Staff

Karen Blaska, Park Planner

**FIRST AMENDMENT TO METROPOLITAN COUNCIL
GRANT AGREEMENT NO. SG-05731**

WHEREAS, on October 25, 2018, the Metropolitan Council (“Council”) and Anoka County (“Grantee”) entered into Metropolitan Council Grant Agreement No. SG-05731 under which the Council agreed to provide grant funds to the Grantee for the purposes identified in the grant agreement; and

WHEREAS, the Minnesota Legislature, by Minnesota Laws 2017, Chapter 91, Article 3 Section 4 appropriated funds for State Fiscal Years 2018 and 2019 from the Constitutional Clean Water, Land and Legacy Amendment’s Parks and Trails Fund (the “Legacy Fund” or the “Appropriation”) to the Council for grants to Regional Park Implementing Agencies as required by Minn. Stat. § 85.53 for parks and trails resources; and.

WHEREAS, the Appropriation requires that the Legacy Funds must only be used to fund the list of projects approved by the elected representatives of each of the metropolitan parks implementing agencies; and

WHEREAS, the Appropriation requires that the Legacy Funds remaining after completion of the listed projects may be spent by the implementing agencies on projects to support parks and trails;

WHEREAS, the parties desire to amend Metropolitan Council Grant Agreement No. SG-05731 to add relinquished Legacy funds from completed Legacy grant projects.

NOW THEREFORE, the Council and the Grantee agree, as follows:

- A. The Total Grant Amount identified on page 1 of SG-05731 shall be increased from \$687,044.00 to \$702,453.07 by adding \$15,407.07 in relinquished reprogrammed Legacy funds to complete the Grant Project.

B. **Ratification.** The remaining provisions of the above-referenced agreement shall remain in full force and effect without change except as amended above.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

ANOKA COUNTY

METROPOLITAN COUNCIL

By: _____
Its: Scott Schulte, Chair
County Board of Commissioners
Date: _____

By: _____
LisaBeth Barajas, Director
Community Development Division
Date: _____

ATTEST

By: _____
Rhonda Sivarajah
County Administrator
Date: _____

Approved as to form

By: _____
Chris Carney
Assistant County Attorney
Date: _____

COUNTY BOARD ACTION ITEM 3 – AUTHORIZATION OF RESOLUTION

Parks Committee

Committee Date: February 4, 2020

County Board Date: February 11, 2020

Action Requested

Recommend to the County Board of Commissioners to authorize Resolution (2020-PRK03) to enter into a cooperative professional and technical services contract with Minnesota Department of Transportation and HDR, Inc. for archaeological investigation for the development of the single-track trail system in Rice Creek Chain of Lakes Parks Reserve in the City of Lino Lakes, MN.

Previous Committee / County Board Action

February 2019 – Resolution Authorizing Submission of Funding Application

May 2018 – Authorization to Hold Open House regarding single track trail at park.

January 2018 – Resolution of Support for the RCCOL Master Plan amendment (to include single track trails)

Background / Analysis

The County is receiving federal funds for the construction of a single-track trail system located in Rice Creek Chain of Lakes Park Reserve. The Minnesota Department of Natural Resources (DNR) manages the federal funds and requires an archaeological investigation for the project. Due to the federal funding aspect of this project, the DNR defers this work to the Minnesota Department of Transportation (DOT). DOT will manage the contract for the Archaeological investigation and is responsible for 80 percent of the contract cost (up to \$70,979.19) and the County is responsible for 20 percent of the contract cost (up to \$14,195.84); HDR, Inc. will perform the archaeological investigation. The DOT requires a resolution for a three-party contract. The County, DOT and HDR will enter into a cooperative professional and technical services contract for Phase I Archaeological Investigation to determine whether the project area contains any intact archaeological resources before construction of any trails take place.

This project is being funded through a Federal Recreation Trails Grant. Construction for this project is anticipated to occur fall of 2020.

Conclusion / Recommendation

Recommend to the County Board of Commissioners to authorize Resolution (2020-PRK03) to enter into a cooperative professional and technical services contract with Minnesota Department of Transportation and HDR, Inc. for archaeological investigation for the development of the single-track trails (Anoka County Contract #C0007753).

Supporting Documents

Draft Resolution

Three Party Contract

Lead Staff

Jake Thompson, Landscape Planner

RESOLUTION FOR STATE AGENCY CONTRACT
FOR RICE CREEK CHAIN OF LAKES TRAIL PROJECT

WHEREAS, the County of Anoka is a political subdivision, organized and existing under the laws of the State of Minnesota; and,

WHEREAS, the Anoka County in cooperation with the State of Minnesota, Department of Transportation, wishes to engage HDR Engineering, Inc., to conduct Phase I Archaeological Resources Survey for a project involving development of a series of natural surface, single-track mountain bike trails, within the Rice Creek Chain of Lakes Park Reserve; and,

WHEREAS, pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation is appointed and shall act as Agent for the County of Anoka to accept federal aid funds which may be made available for eligible transportation and trail related projects.

NOW THEREFORE, BE IT RESOLVED, that the Anoka County Board of Commissioners hereby authorizes and directs its Board Chair and the County Administrator to enter into an Agreement with the State of Minnesota Department of Transportation and HDR Engineering, Inc., to complete Phase I Archaeological Resources Survey for the Rice Creek Chain of Lakes Reserve according to the terms and conditions of said federal aid participation as set forth and contained in Minnesota Department of Transportation Agency Agreement No. 1035851, which is made a part hereof by reference.

BE IT FURTHER RESOLVED, the County Board Chair and County Administrator are authorized to execute and take any such further actions necessary to secure the agreement and funding with the State of Minnesota, Department of Transportation and HDR Engineering, Inc.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Anoka County at an authorized meeting held on the ____ day of _____, 20__, as shown by the minutes of the meeting in my possession.

<p>Subscribed and sworn to before me this ____ day of _____, 20__</p> <p>Notary Public _____</p> <p>My Commission Expires _____</p> <p style="text-align: center;">NOTARY STAMP</p>

(Signature)

(Type or Print Name)

(Title)

**STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES CONTRACT**

Federal Project Number: STPF 8820(137)

State Project Number (SP): 8816-3033

Project Identification: Phase I Archaeological Resources Survey for the Rice Creek Chain of Lakes Reserve

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”), **Anoka County Parks**, Address: **550 Bunker Lake Boulevard Northwest, Andover, MN 55304** (“County”), and **HDR Engineering, Inc.**, Address: **701 Xenia Avenue South #600, Minneapolis, MN 55416** (“Contractor”).

RECITALS

1. Minnesota Statutes §15.061 authorizes State to engage such assistance as deemed necessary.
2. State is in need of assistance with archaeological investigations.
3. This contract is funded in whole or in part with federal dollars from CFDA #20.205 (FHWA – Highway Planning and Construction).
4. Contractor represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of State.

CONTRACT TERMS

1. Term of Contract, Survival of Terms and Incorporation of Exhibits

- 1.1 **Effective Date:** This contract will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2. **Contractor must not begin work under this contract until this contract is fully executed and Contractor has been notified by State’s Authorized Representative to begin the work.**
- 1.2 **Expiration Date:** This contract will expire on **September 30, 2020**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, without limitation, the following clauses: 8. Indemnification; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits:** Exhibits A through F are attached and incorporated into this contract.

2. Contractor’s Duties

- 2.1 Contractor, who is not a state employee, will perform the tasks and provide the deliverables described in Exhibit A.

3. Time

- 3.1 Contractor must comply with all the time requirements described in this contract. In the performance of this contract, time is of the essence.

4. Consideration and Payment

- 4.1 **Consideration.** State will pay for all services performed by Contractor under this contract as follows:

- 4.1.1 **Compensation.** Contractor will be paid on a Cost Plus Fixed Fee (profit) basis as follows:

Direct Labor Costs:	\$22,244.86
Overhead Costs:	\$34,577.41
Fixed Fee Costs:	\$7,102.78
Direct Expense Costs:	\$7,054.14

- 4.1.2 **Overhead Rate.** The overhead rate of 155.44% of Direct Salary Costs will be used on a provisional basis, determined by State's Office of Audit, and will not exceed 170%.
- 4.1.3 **Fee.** The fee rate of 12.5% of Direct Salary and Overhead Costs will be used. The final fee amount distributed will be capped at 15% of actual Direct Salary and Overhead Costs incurred at the close of the contract, as determined by MnDOT's Office of Audit.
- 4.1.4 **Overtime.** State will not pay overtime rates for any overtime worked by Contractor or a subcontractor unless State's Authorized Representative has specifically authorized overtime, in writing.
- 4.1.5 **Direct Costs.** Allowable direct costs include project specific costs listed in Exhibit B. Any other direct costs not listed in Exhibit B must be approved, in writing, by State's Authorized Representative prior to expenditure.
- 4.1.6 **Budget Details.** See Exhibit B for budget details on Contractor.
- 4.1.7 **Travel Expenses.** Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Minnesota Department of Transportation Travel Regulations". Contractor will not be reimbursed for travel and subsistence expenses incurred outside the state of Minnesota unless it has received prior written approval from State for such out of state travel. The state of Minnesota will be considered the home base for determining whether travel is "out of state". See Exhibit C for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.
- 4.1.8 **Total Obligation.** State will pay eighty percent of the project costs (up to \$56,783.35). The County will pay twenty percent of the project costs (up to \$14,195.84). The total obligation for all compensation and reimbursements to Contractor under this contract will not exceed **\$70,979.19**.

4.2 Payment

- 4.2.1 **Invoices.** Contractor must submit invoices electronically for payment, using the format set forth in Exhibit D, on a monthly basis. Contractor will invoice State and the County directly. Invoices will detail the total cost of the project, and also identify the 80% State and 20% County amount due.
- 4.2.2 **Progress Reports.** Contractor must submit a monthly progress report, using the format set forth in Exhibit E showing the progress of work in work hours according to the tasks listed in Article 2 Scope of Work.
- 4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Contractor's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Contractor within 10 days of discovering the error. After State receives the corrected invoice, State will pay Contractor within 30 days of receipt of such invoice.
- 4.2.4 **All Invoices Subject to Audit.** All invoices are subject to Audit, at State's discretion.
- 4.2.5 **Invoice Package Submittal.** Contractor must submit the signed invoice, the signed progress report and all required supporting documentation, for review and payment, to State's Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by State's Consultant Services Section.
- 4.2.5.1 Each invoice must contain the following information: MnDOT Contract Number, Contractor's invoice number (sequentially numbered), Contractor's billing and remittance address, if different from business address, and Contractor's signature attesting that the invoiced services and costs are new and that no previous charge for those services and goods has been included in any prior invoice.
- 4.2.5.2 Except for Lump Sum contracts, direct nonsalary costs allocable to the work under this contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct nonsalary costs are any costs that are not the salaried costs directly related to the work of Contractor. Supporting documentation must be provided in a manner that corresponds to each direct cost.
- 4.2.5.3 Except for Lump Sum contracts, Contractor must provide, upon request of State's Authorized Representative, the following supporting documentation:
- 4.2.5.3.1 Direct salary costs of employees' time directly chargeable for the services performed under this contract. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked and total payment for each invoice period; and
- 4.2.5.3.2 Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project

number, each employee's name, hourly rate, regular and overtime hours and the dollar amount charged to the project for each pay period.

- 4.2.6 **Subcontractors.** If Contractor is authorized by State to use or uses any subcontractors, Contractor must include all the above supporting documentation in any subcontractor's contract and Contractor must make timely payments to its subcontractors. Contractor must require subcontractors' invoices to follow the same form and contain the same information as set forth above.
- 4.2.7 **Retainage.** Under Minnesota Statutes §16C.08, subdivision 2(10), no more than 90% of the amount due under this contract may be paid until State's agency head has reviewed the final product of this contract. The balance due will be paid when State's agency head determines that Contractor has satisfactorily fulfilled all the terms of this contract.
- 4.2.8 **Federal Funds.** If federal funds are used, Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Contractor's failure to comply with federal requirements.

5. Conditions of Payment

- 5.1 All services provided by Contractor under this contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Contractor will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law.

6. Authorized Representatives

- 6.1 **State's Authorized Representative.** State's Authorized Representative will be:

Name/Title: Kendall Lausche, Contract Administrator
 Address: Minnesota Department of Transportation
 Consultant Services, Mail Stop 680
 395 John Ireland Boulevard, St. Paul, MN 55155-1800
 Telephone: 651-366-4692
 E-Mail: kendall.lausche@state.mn.us

State's Authorized Representative, or his/her successor, will monitor Contractor's performance and has the authority to accept or reject the services provided under this contract.

- 6.2 **State's Project Manager.** State's Project Manager will be:

Name/Title: Andrew Kurth, Archeologist
 Address: Minnesota Department of Transportation
 Environmental Stewardship, Mail Stop 620
 395 John Ireland Boulevard, St. Paul, MN 55155-1800
 Telephone: 651-366-3611
 E-Mail: andrew.kurth@state.mn.us

State's Project Manager, or his/her successor, has the responsibility to monitor Contractor's performance and progress. State's Project Manager will sign progress reports, review billing statements, make recommendations to State's Authorized Representative for acceptance of Contractor's good or services and make recommendations to State's Authorized Representative for certification for payment of each invoice submitted for payment.

- 6.3 **Contractor's Authorized Representative.** Contractor's Authorized Representative will be:

Name/Title: Mike DeRuyter
 Address: HDR Engineering, Inc.
 701 Xenia Avenue South #600
 Minneapolis, MN 55416
 Telephone: 763-591-5479
 E-Mail: michael.deruyter@hdrinc.com

If Contractor's Authorized Representative changes at any time during this contract, Contractor must immediately notify State.

6.4 County's Authorized Representative. County's Authorized Representative will be:

Name/Title: Jake Thompson
 Address: Anoka County Parks
 550 Bunker Lake Boulevard Northwest
 Andover, MN 55304
 Telephone: 763-324-3431
 E-Mail: jake.thompson2@co.anoka.mn.us

7. Assignment, Amendments, Waiver and Contract Complete

- 7.1 **Assignment.** Contractor may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 7.2 **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 7.3 **Waiver.** If State fails to enforce any provision of this contract, that failure does not waive the provision or State's right to subsequently enforce it.
- 7.4 **Contract Complete.** This contract contains all prior negotiations and agreements between State and Contractor. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

8. Indemnification

- 8.1 In the performance of this contract by Contractor, or Contractor's agents or employees, Contractor must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Contractor's: 1) intentional, willful, or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Contractor may have for State's failure to fulfill its obligation pursuant to this contract.

9. State Audits

- 9.1 Under Minnesota Statutes §16C.05, subdivision 5, Contractor's books, records, documents and accounting procedures and practices relevant to this contract are subject to examination by State, State's Auditor or the Legislative Auditor, as appropriate, for a minimum of six years from the expiration date of this contract.

10. Government Data Practices and Intellectual Property

- 10.1 **Government Data Practices.** Contractor and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Contractor under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Contractor or State. If Contractor receives a request to release the data referred to in this Clause, Contractor must immediately notify State and consult with State as to how Contractor should respond to the request. Contractor's response to the request must comply with applicable law.

10.2 Intellectual Property Rights

- 10.2.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this Contract. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Contractor, its employees, agents and subcontractors, either individually or jointly with others in the performance of this contract. Works includes Documents. "Documents" are the

originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Contractor, its employees, agents or subcontractors, in the performance of this contract. The Documents will be the exclusive property of State, and Contractor upon completion or cancellation of this contract must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” Contractor assigns all right, title and interest it may have in the Works and the Documents to State. Contractor must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State’s ownership interest in the Works and Documents.

10.2.2 **Obligations**

10.2.2.1 **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Contractor, including its employees and subcontractors, in the performance of this contract, Contractor will immediately give State’s Authorized Representative written notice thereof and must promptly furnish State’s Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation.** Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Contractor nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Contractor’s expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Contractor’s or State’s opinion is likely to arise, Contractor must, at State’s discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11. **Workers’ Compensation**

11.1 Contractor certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers’ compensation insurance coverage. Contractor’s employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers’ Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way State’s obligation or responsibility.

12. **Publicity and Endorsement**

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

12.2 **Endorsement.** Contractor must not claim that State endorses its products or services.

13. **Governing Law, Jurisdiction and Venue**

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

14. Data Disclosure

- 14.1 Under Minnesota Statutes §270C.65, and other applicable law, Contractor consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Contractor to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15. Subcontractors**15.1 Subcontracts**

- 15.1.1 If Contractor is authorized by State to use, or uses, any subcontractors, Contractor will be responsible for coordinating and managing the work of such subcontractors. The use of subcontractors does not relieve Contractor from its obligation to perform the services specified in this contract.
- 15.1.2 Contractor's subcontracts must contain all appropriate terms and conditions of this contract, including Articles 1, 2, 4, 5, 6 and 9 of this contract as they apply to the subcontractor.
- 15.1.3 Contractor must require subcontractors' invoices to follow the same format and contain the same information as set forth in Article 4.
- 15.1.4 Contractor must submit a copy of all subcontracts exceeding \$10,000.00 to State's Authorized Representative no later than 30 calendar days after executing the subcontract and prior to beginning work under the subcontract. Upon request by State, a copy of any executed subcontract under \$10,000.00 must be sent to State's Authorized Representative.

15.2 Payment to Subcontractors

- 15.2.1 (If applicable) As required by Minnesota Statutes §16A.1245, the prime Contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime Contractor's receipt of payment from State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

16. Termination and Suspension

- 16.1 **Termination by State.** State or the Commissioner of Administration may terminate this contract at any time. Upon termination, Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 16.2 **Termination for Insufficient Funding.** State may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to Contractor. Written notice may be transmitted by electronic means. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. State must provide Contractor notice of the lack of funding within a reasonable time of State's receiving that notice.
- 16.3 **Suspension.** State may immediately suspend this contract in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by Contractor during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

17. Affirmative Action Requirements for Contracts in Excess of \$100,000.00 and Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business

INTENTIONALLY OMITTED

18. Insurance Requirements

- 18.1 **Insurance Certificates and Continuity of Coverage Required.** Contractor must not commence work under this contract until Contractor has obtained all of the insurance required below, and State has been provided with a

certificate of insurance showing that Contractor has each type of coverage and limits required under this Contract. Contractor must file the certificate with State's Authorized Representative within 30 days after execution of this contract and prior to commencing any work under this contract. Contractor must maintain such insurance in full force and effect throughout the term of this contract.

18.2 Required Insurance. Contractor must maintain and furnish satisfactory evidence of the following insurance policies:

18.2.1 Workers' Compensation Insurance: Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

- \$100,000.00 – Bodily Injury by Disease per employee
- \$500,000.00 – Bodily Injury by Disease aggregate
- \$100,000.00 – Bodily Injury by Accident

If Minnesota Statutes §176.401 exempts Contractor from Workers' Compensation insurance requirements or if Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If, during the course of performing this contract, Contractor becomes eligible for Workers' Compensation Insurance, Contractor must comply with the Workers' Compensation Insurance requirements of this section and provide State with a certificate of insurance showing such coverage.

18.2.2 Commercial General Liability Insurance: Contractor must maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under this contract whether the operations are by Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor pursuant to this contract. Insurance minimum amounts are as follows:

- \$2,000,000.00 – per occurrence
- \$2,000,000.00 – annual aggregate
- \$2,000,000.00 – annual aggregate – Products/Completed Operations

The following coverages must be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- State of Minnesota named as an Additional Insured, to the extent permitted by law

18.2.3 Commercial Automobile Liability Insurance: Contractor is required to maintain insurance protecting Contractor from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired and non-owned autos which may arise from operations under this contract and in case any work is subcontracted the Contractor will require the subcontractor to provide Commercial Automobile Liability. Insurance minimum limits are as follows:

- \$2,000,000.00 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

- Owned, Hired, and Non-owned Automobile

18.2.4 Professional/Technical, Errors and Omissions and/or Miscellaneous Liability Insurance: Contractor must maintain insurance providing coverage for all claims Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Contractor's professional services performed under this contract. Unless otherwise specified within this contract, Contractor is

required to carry the following minimum limits:

- \$2,000,000.00 – per claim
- \$2,000,000.00 – annual aggregate

Any deductible will be the sole responsibility of Contractor and may not exceed \$50,000 without the written approval of State. If Contractor desires State's approval to have a higher deductible amount, Contractor must make such request in writing, specifying the amount of the desired deductible and providing financial statements, acceptable to State, to enable State to ascertain Contractor's ability to cover the deductible from its own resources. State will treat such financial statements as non-public data to the extent permitted by the Minnesota Government Data Practices Act. The retroactive or prior acts date of such coverage must not be after the effective date of this contract and Contractor must maintain such coverage for a period of at least three years following the completion of work. If such insurance is discontinued, then extended reporting period coverage must be obtained to fulfill this requirement.

18.2.5 **Additional Insurance Conditions:**

- 18.2.5.1 Contractor's policies will be primary insurance to any other valid and collectible insurance available to State with respect to any claim arising out of Contractor's performance under this contract;
- 18.2.5.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the state of Minnesota within five business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least 30 days advance written notice to the State of Minnesota.
- 18.2.5.3 Contractor is responsible for payment of Contract related insurance premiums and deductibles;
- 18.2.5.4 If Contractor is self-insured, a Certificate of Self-Insurance must be provided to State;
- 18.2.5.5 Contractor's policies must include legal defense fees in addition to its liability policy limits, with the exception of Article 18.2.4 above;
- 18.2.5.6 Contractor must obtain insurance policies from insurance companies having an "AM BEST" rating of "A minus", a Financial Size Category VII, or better, and authorized to do business in the state of Minnesota; and
- 18.2.5.7 An Umbrella or Excess Liability insurance policy may be used to supplement Contractor's policy limits to satisfy the full policy limits required by this contract.

18.3 **Right to Terminate.** State reserves the right to immediately terminate the contract if Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against Contractor. All insurance policies must be open to inspection by State and copies of policies must be submitted to State's Authorized Representative upon written request.

19. **Discrimination Prohibited by Minnesota Statutes §181.59**

19.1 Contractor will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

20. E-Verify Certification (In accordance with Minnesota Statutes §16C.075)

- 20.1 For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to State upon request.

21. Plain Language; Accessibility Standards

- 21.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, Contractor must provide all deliverables in “Plain Language”. Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:
- Use language commonly understood by the public;
 - Write in short and complete sentences;
 - Present information in a format that is easy-to-find and easy-to-understand; and
 - Clearly state directions and deadlines to the audience.
- 21.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, Contractor agrees to comply with the State of Minnesota’s Accessibility Standard (http://mn.gov/oet/images/Stnd_State_Accessibility.pdf) for all deliverables under this contract. The State of Minnesota’s Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. Contractor’s compliance with the State of Minnesota’s Accessibility Standard includes, but is not limited to, the specific requirements as follows:
- All videos must include closed captions, audio descriptions and a link to a complete transcript;
 - All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, Contractor will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
 - All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

22. Certification of Nondiscrimination (in accordance with Minnesota Statute §16C.053)

- 22.1 For services valued in excess of \$50,000, Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the Contractor’s business. For purposes of this section, “discrimination” includes, but is not limited to, engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

23. AASHTOWare Activities

- 23.1 For contracts that involve the use of AASHTOWare; AASHTOWare activities conducted by Contractor must adhere to the software license agreement(s) that State has executed with the American Association of State Highway and Transportation Officials (AASHTO). The license agreement and any supplemental agreements can be found on State’s Consultant Services website, under the AASHTOWare Access Provisions section, at: <http://www.dot.state.mn.us/consult/consultantcorner.html>.

24. Additional Provisions

- 24.1 **Contractor Payment Form Requirement.** Contractors making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, are required to complete Exhibit F, the “Contractor Payment

Form”, and submit it to State’s Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota’s prompt payment law may cause progress payments to Contractor to be withheld. Contractor must submit one copy of this form to State’s OCR and one to State’s Project Manager, no later than 10 days after receiving a payment from State.

24.2 **Certification Regarding Debarment and Suspension.** Federal money will be used (or may potentially be used) to pay for all or part of the work under this contract; therefore, this contract is a covered transaction for purposes of 49 Code of Federal Regulations (CFR) Part 29. As such, Contractor is required to verify that none of Contractor, its principals (as defined by 49 CFR 29.995), or affiliates (as defined by 49 CFR 29.905), are excluded or disqualified as defined by 49 CFR 29.940 and 29.945. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this contract, Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by State. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to State, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment. Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of this contract. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

STATE ENCUMBRANCE VERIFICATION

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

Signed:

Date:

CONTRACTOR

Contractor certifies that the appropriate person(s) have executed the contract on behalf of Contractor as required by applicable articles, bylaws or resolutions.

Signed:

Title:

Date:

CenA Weegit
Vice President
12/19/19

DEPARTMENT OF TRANSPORTATION

(with delegated authority)

Signed:

Title:

Date:

COMMISSIONER OF ADMINISTRATION

Signed:

Date:

COUNTY

By: _____

Title: _____

Date: _____

BACKGROUND

State is in need of assistance with archaeological investigations. Contractor will conduct a Phase I archaeological resources survey (Survey) in advance of trail development within Rice Creek Chain of Lakes Park Reserve, in Anoka County, Minnesota. Contractor will furnish labor, management, supervision, tools, materials, equipment, and transportation to complete the Survey. The work will comply with the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation Activities* (48 FR 44716-44740) and be performed in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, and Minnesota state guidelines for cultural resource investigations. Contractor's professional services will meet the federal regulations and guidelines according to the Secretary of the Interior's *Professional Qualifications Standards* (Federal Register Notice, Vol. 48, No.190, pp.44738-44 739) and the Archaeological Resources Protection Act (43 CFR Part 7). Contractor understands that all coordination with the Minnesota State Historic Preservation Office (SHPO), other than requests to review existing literature or records, regarding Section 106 of the National Historic Preservation Act will be completed by State.

OBJECTIVE

Contractor understands that the Survey is located in the Rice Creek Chain of Lakes Park Reserve, Anoka County, Sections 20, 22, and 29 of Township 31N, Range 22W.

State, in coordination with Anoka County Parks, will be constructing a series of natural surface, single-track mountain bike trails within undeveloped park land, totaling roughly 6 miles (mi). Trails will be 30 in. wide and the majority of the trail construction will involve minimal grading not anticipated to extend 30 cm. in depth. The trails will not exit the park and will only connect to existing paved trails within the park boundary. The Area of Potential Effects (APE) for the project has been identified by State's Cultural Resources Unit (CRU) to include three raised landforms with the two western-most landforms being connected with trails at lower elevations. These three landform areas total approximately 47 acres.

An Architectural History study was not requested by the CRU and is not included in this contract.

The objectives of the study are to identify historic properties that may be affected by the undertaking and to propose alternative methods for avoiding or minimizing effects to those properties. The scope of work herein will be for archaeological survey of areas where new construction may occur. There will be a combination of pedestrian survey and subsurface testing. There will be a combination of intuitive and grid testing for the three landforms. Survey will not take place within the defined boundaries of Site 21AN020, which is within the APE, but will be avoided by construction, nor will survey take place in areas where previous investigations have adequately assessed sites and potential.

WORK PLAN

The Contractor will perform the following tasks:

Task Descriptions

Task 1: Project Management/Quality Control

- 1.1 Conduct internal project management throughout the term of the contract.
- 1.2 Maintain a comprehensive Geographic Information System (GIS) data library of project data collected as part of the Phase I cultural resources services and data provided by State.

Task 2: Site Files and Map Review

- 2.1 Complete background research on the APE with a 1-mile buffer to identify previously recorded sites and previous cultural resources surveys in the area.
- 2.2 Utilize information on known sites and surveys provided by State's CRU, and perform supplementary review of site files and records at the Minnesota SHPO and at the Office of the State Archaeologist (OSA) in Saint Paul, Minnesota.
- 2.3 Review General Land Office (GLO) records, historic aerial photographs, Light Detection and Ranging (LiDAR) images, historic plat maps, and county records. This background research will provide a context for understanding the types of archaeological sites that may be in the area and the likelihood that pre-contact or historic-era sites may be affected by the undertaking.

Task 3: Phase I Archaeological Field Review (Pedestrian Survey and Subsurface Testing)

- 3.1 Implement a survey strategy that includes visual reconnaissance as a first step.
- 3.2 Assess whether or not the APE is exposed ground surface that can be visually scanned for the presence of archaeological materials. If so, adequately visually scanned and assess areas and employ no subsurface testing. Do not intensively survey areas of steep slope and those subject to inundation.
- 3.3 If the ground surface is obscured by vegetation, or only minimally exposed by pedestrian or bike traffic, employ Subsurface Shovel Test Pits (STPs) within the APE spaced at 15-meter (m) intervals in areas considered to be High to Moderate potential for buried cultural resources. Excavate STPs to a maximum depth of about 100 cm. or until culturally sterile subsoil.
- 3.4 In areas of irregular topography, place STPs intuitively to take advantage of the most likely areas for the presence of buried cultural material.
- 3.5 Test other areas in a grid pattern.
- 3.6 Screen excavated soils through ¼-in hardware cloth, and backfill tests immediately after results are recorded.
- 3.7 Record test locations with a hand-held Global Positioning System (GPS) unit with sub-meter accuracy.
- 3.8 Take overview photographs, as well as notes on each test completed.
- 3.9 Note areas that are assessed to have Low potential for buried resources.
- 3.10 Assess existing site conditions for areas where previously recorded sites overlap with proposed construction.
- 3.11 Record artifacts observed on the surface or within STPs.
- 3.12 Photograph archaeological features and document with sketch maps.
- 3.13 Excavate STPs at the location of any surface artifact deposit to test for vertical integrity and delineate the site.
- 3.14 Delineate positive STPs using close interval (5 m) STPs within the APE until negative STPs are encountered in each direction.
- 3.15 Record cultural resources within the surveyed areas according to currently accepted standards for the State of Minnesota.
- 3.16 Two sites, 21AN0004 and 21AN0062 are within the APE. Investigate these sites to assess presence/absence and current condition using the same techniques as other areas.
- 3.17 Update the existing site forms.

Task 4: Reporting

- 4.1 Provide a draft and final version of the summary of archaeological resources survey.
- 4.2 Include background research in the results of the Phase I survey.
- 4.3 Present in an archeological resources report that conforms to the Minnesota SHPO Manual for Archeological Projects in Minnesota and State's CRU Project and Report Requirements and in accordance with pertinent regulations from the State of Minnesota.
- 4.4 Submit a draft report first for review by State.
- 4.5 Once all comments are received on the draft report, prepare a final report and submit it to State for final submittal to the Minnesota SHPO.

Task 5: Agency Coordination & Phase II Research Design

- 5.1 Work with State to prepare a plan for completing evaluation testing on one site identified.

Note: Phase II work is not included in this contract. If any Phase II work is identified, Contractor will work with State on a possible amendment and/or additional contract to complete the Phase II work.

Task 6: Artifact Processing

- 6.1 Process archaeological materials recovered in accordance with stipulations in Repository Agreement #852 between Contractor and the Minnesota Historical Society.
- 6.2 Limit analysis to basic cleaning and preparation for curating, and basic artifact descriptions and statistical methods. It is expected that approximately 100 artifacts from one site will be processed.

Task Deliverables

Task:	Deliverable(s):
1:	Monthly progress reports.
2:	There is no separate deliverable for this task; information will be incorporated into draft and final reports.
3:	Field notes and photographs as may be requested.
4:	Draft and Final report; GIS data.
5:	Phase II research design, if necessary.
6:	Catalogued and accessioned artifacts delivered to MHS; One new and two updated site forms.

ASSUMPTIONS

- The scope addresses the background investigation, field investigation, processing of up to 100 artifacts and reporting.
- A maximum of 300 STPs will be excavated.
- No tribal coordination is included.
- The project area maps and GIS data for distribution will be provided to Contractor by State.
- One pre-contact archaeological site will be identified.
- No human remains will be discovered.
- State will provide comments on the draft report to Contractor within 15 days of receipt.
- Contractor will incorporate one round of compiled comments from the State on the draft report into the final report.
- The Phase I report will suggest preliminary measures that may be taken to avoid, minimize, or mitigate potential adverse effects to historic properties if any should exist, and will contain a suggested work plan/research design for Phase II site evaluations, if applicable.
- The effort for coordination and research design (Task 5) is limited to the amount of hours shown in the project budget.

Contractor will submit a draft report and GIS deliverables in electronic format for review and comment by CRU. Within 30 days of receipt of comments and/or acceptance of the draft report from the State CRU Project Manager, Contractor will furnish a final report to the State CRU Project Manager incorporating the draft report comments received. Contractor will submit one unbound hard copy original, one electronic file in Microsoft Word or a compatible format, and one electronic file in Adobe Acrobat Portable Document Format (PDF). Contractor will submit up to ten hard copies. Reports will conform to the Secretary of the Interior’s Standards and Guidelines for Archeology and Historic Preservation and other guidelines, standards, and procedures cited in this document. The report will contain pertinent maps and photographs and will acknowledge agencies funding the study. In the digital copy, maps and photos will be included as *.jpeg, *.gif, *.png, *.tif, or *.bmp images. The text will be single-spaced, with all pages of the text numbered, and printed on both sides. Margins will be at least one inch on the top, bottom, and sides, unless standard forms are used that have lesser or greater margins. No text smaller than 10-point font size will be used, except for information contained in tables where no smaller than 8-point font size may be used. All photographs, graphics, and text will be clear and legible. The entire report will be suitable for copying and will be on 8½-x-11-inch paper, except that foldout tables or figures may be on 11-x-17-inch paper. The final report will not include copies of archaeological, either within the main text or in appendices. One unbound set of these forms will be submitted along with the final report, where applicable.

PROJECT SCHEDULE

Task:	Days after Notice to Proceed (NTP)
1:	Begins Immediately Upon Receipt of NTP.
2:	2 weeks after Receipt of NTP.
3:	Begins April 30, 2020.
4:	Submit Draft by June 30, 2020. Submit Final Within 30 Calendar Day of Receipt of Comments.
5:	Begins Immediately Upon Receipt of NTP.
6:	August 28, 2020

Direct Labor Costs

Task	Principal Investigator	Project Accountant	Admin Assistant	Senior Archaeologist	Senior Archaeologist	Assoc. Archaeologist	Total
Task 1:							
Project Management/Quality Control	22	10	8	23	0	4	67
Task 2:							
Site Files and Map Review	0	0	0	28	0	0	28
Task 3:							
Phase I Archaeological Field Review (Pedestrian Survey and Subsurface Testing)	90	0	0	98	98	4	290
Task 4:							
Reporting	20	0	0	64	50	0	134
Task 5:							
Agency Coordination & Phase II Research Design	8	0	0	8	16	2	34
Task 6:							
Artifact Processing	0	0	0	4	28	32	64
Total Hours	140	10	8	225	192	42	617
Hourly Rate	\$ 47.63	\$ 30.55	\$ 28.00	\$ 34.66	\$ 32.30	\$ 24.93	
Total Direct Labor Costs:	\$ 6,668.20	\$ 305.50	\$ 224.00	\$ 7,798.50	\$ 6,201.60	\$ 1,047.06	\$ 22,244.86
Overhead Rate Costs @ 155.44%							\$ 34,577.41
Fixed Fee Costs @ 12.5%							\$ 7,102.78

Direct Expense Costs (must provide documentation)

Description	Unit	Rate	Cost
Mileage	83	\$ 0.58	\$ 48.14
Car Rental	18	\$ 110.00	\$ 1,980.00
Printing / Plotting	140	\$ 1.00	\$ 140.00
Subconsultant: Strom Tech			\$ 4,176.00
Permit / Other Fees	710	\$ 1.00	\$ 710.00
Total Direct Expenses			\$7,054.14

TOTAL CONTRACT AMOUNT**\$ 70,979.19**

**Minnesota Department of Transportation
 Reimbursement Rates for Travel Expenses**

<u>Subject</u>	<u>Conditions/Mileage</u>	<u>Rate</u>
Personal Car	(1)	Current IRS Rate
Commercial Aircraft	(2)	Actual Cost
Personal Aircraft	(1)	Current IRS Rate
Rental Car	(2)	Actual Cost
Taxi	(3)	Actual Cost
	<u>Meals</u>	
Breakfast	(1) (5)	\$9.00/person
Lunch	(1) (5)	\$11.00/person
Dinner	(1) (5)	\$16.00/person
	<u>Lodging</u>	
Motel, Hotel, etc.	(2) (4) (6)	Actual Cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	\$16.00/week
Telephone, Personal	(1)	\$3.00/day

Travel Status

- More than 35 miles from Home Station and/or stay overnight at commercial lodging (motel, etc.).
- Leave home in travel status before 6 a.m. for breakfast expense that day.
- In travel status after 7 p.m. for supper expense that day.
- On travel status and/or more than 35 miles from Home Station for lunch expense that day.

Restrictions

- (1) A maximum rate shown or a lesser rate per actual reimbursement to an employee.
- (2) Include receipt or copy of receipt when invoicing. (Coach class for aircraft, standard car size, and standard room (not to exceed \$150.00)).
- (3) Include receipt or copy of receipt when more than \$10.00.
- (4) Reasonable for area of a stay.
- (5) The gratuity is included in maximum cost.
- (6) To be in Travel Status and at a commercial lodging.

INVOICE NO. _____

Estimated Completion: _____% (from Column 6 Progress Report)

Final Invoice? Yes No

Invoice Instructions:

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order:**
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract No. 1035851

Billing Period: From _____ to _____

Contract Expiration Date: September 30, 2020

Invoice Date: _____

SP Number: 8816-3033

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$22,244.86			
2. Overhead Costs: Rate = 155.44 % (Direct Labor*Overhead Rate)	\$34,577.41			
3. Fixed Fee (Profit) Costs: Rate = 12.5 % (Fixed Fee = \$ * Percent Complete)	\$7,102.78			
4. Direct Expense Costs: (Attach Supporting Documentation)	\$7,054.14			
Net Earnings Totals:	\$70,979.19			
Total Amount Due This Invoice:				

Contractor: Complete this table when submitting an invoice for payment			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1071			
Total**			

**Must Match Net Earnings Totals Above

State Amount Due: _____

County Amount Due: _____

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: **HDR Engineering, Inc.**

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

For Invoice No.: _____

Progress Report Instructions:

1. Contractor must complete the progress report form, in its entirety.
2. Contractor must sign the progress report.
3. Contractor must include the completed, signed progress report as part of the invoice package, and submit it as instructed (see Contract and/or invoice form for further details).

(Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.)

MnDOT Contract No. 1035851

Billing Period: from _____ to _____

Contract Expiration Date: September 30, 2020

SP Number: 8816-3033

From: HDR Engineering, Inc.

Task	% of Total Contract	ENGINEERING ESTIMATE				Hours Budget	Hours Accrued This Period	Total Hours Accrued To Date	% of Budget Hours Used
		% Work Completed This Period	% Work Completed To Date	Weight % Completed This Period	Weight % Work Completed to Date				
1	2	3	4	5	6	7	8	9	10
Task 1	11%					67			
Task 2	5%					28			
Task 3	47%					290			
Task 4	21%					134			
Task 5	6%					34			
Task 6	10%					64			
TOTALS:	100%					617			

**Note: If Budgeted Hours Used for any task exceeds 100%, Contractor must attach an explanation to the invoice package.*

I certify that the above statement is correct, and certify that I have not knowingly made a false statement or used a false record in the preparation of this form:

Contractor's Project Manager

Date

State Project Number:	Payment Reporting Period: to	Prime Contractor:
Invoice Number:	Date Paid by State:	Subcontractor:

Submittal Instructions: Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State’s Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota’s prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State’s OCR (at Joyce.Brown-Griffin@state.mn.us); State’s Project Manager, Consultant Services (at ptinbox@state.mn.us) no later than 10 days after receiving a payment from State.

(A) Contractor’s Name, Address & Telephone Number		(B) Total Contract Amount	(C) Committed DBE %	(D) Actual DBE % to Date
Name:				
Address:				
Phone:				
(E) Name of Subcontractor(s)/Supplier(s)	(F) DBE? (indicate)	(G) Description of Work		(H) Subcontract Amount
1.		1.		1.
2.		2.		2.
3.		3.		3.
(I) Amount of Current Payment	(J) Date Subcontractor Payment Issued	(K) Amount Paid to Date	(L) % Paid to Date	(M) Final Payment? (Yes or No)
1.	1.		1.	1.
2.	2.		2.	2.
3.	3.		3.	3.
(N) Company Official’s Signature, Title & Contact Info		(O) Date Signed	(P) Name, Title & Contact Info for the Individual Completing the Report	
Signature:			Signature:	
Title:			Title:	
Phone Number:	Fax Number:	Phone Number:	Fax Number:	

(This form may be submitted in an alternate format)

Contractor Payment Form Instructions:

- (A) **Contractor's Name, Address & Telephone Number:** Enter the Prime Contractor's Information
- (B) **Total Contract Amount:** Enter the Total Contract Amount of the contract, as a whole
- (C) **Committed DBE %:** Enter the DBE requirement, as certified by the Prime Contractor in their proposal, which is the minimum percentage to be met.
- (D) **Actual DBE % To Date:** Enter the DBE percentage that have been met to date.
- (E) **Name of Subcontractor(s)/Supplier(s):** Enter the name of each subcontractor and/or supplier being used under the contract (add lines if necessary).
- (F) **DBE?:** Indicate whether each subcontractor and/or supplier is a DBE, or not.
- (G) **Description of Work:** Enter a description of the service(s) each subcontractor and/or supplier is providing under the contract.
- (H) **Subcontract Amount:** Enter the amount each subcontractor and/or supplier has been contracted for.
- (I) **Amount of Current Payment:** Enter the amount each subcontractor and/or supplier is being paid in this reporting period.
- (J) **Date Subcontractor Payment Issued:** Enter the date that the Prime issued payment to the Subcontractor.
- (K) **Amount Paid to Date:** Enter the amount each subcontractor and/or supplier has been paid to date, including the current payment.
- (L) **% Paid to Date:** Enter the percentage of total payments each subcontractor and/or supplier has received to date, in comparison to their contracted amount.
- (M) **Final Payment?** (Yes or No): Indicate whether the payment for each subcontractor and/or supplier, for the current payment, is the final payment or not.
- (N) **Company Official's Signature and Title:** A company official must sign each Contractor Payment Form submitted – include their title for reference.
- (O) **Date Signed:** Enter the date the Contractor Payment Form was signed by the company official.
- (P) **Name & Title of Individual Completing the Report:** Enter the Name and Title of the person who actually completed the Contractor Payment Form.

If you have any questions regarding this form, call the Office of Civil Rights at 651-366-3073

COUNTY BOARD ACTION ITEM 4 – LEASE AGREEMENT – YMCA OF THE GREATER TWIN CITIES

Parks Committee

Committee Date: February 4, 2020

County Board Date: February 11, 2020

Action Requested

To recommend to the County Board to authorize the Parks Director or his designee to negotiate and execute a new lease with the YMCA commencing February 2020 to operate Camp Guy Robinson at Lake George Regional Park.

Previous Committee / County Board Action

Approval of Previous 20 Year Lease Agreement and Amendments

Background / Analysis

In 2000, the YMCA of the Greater Twin Cities and Anoka County entered into a lease agreement for the operation of YMCA Day Camp, Camp Guy Robinson at Lake George Regional Park in Oak Grove. During the last 20 years, Camp Guy Robinson has provided youth in Anoka County and the surround areas an opportunity to participate in outdoor recreation through a supervised day camp programs on County property but operated by the YMCA. This agreement has been mutually beneficial to both parties and well received by the public.

The existing lease agreement expired in January 2020 and the YMCA of the Greater Twin Cities has requested a new agreement to continue to operate Camp Guy Robinson for 3 years, commencing February 1, 2020 and ending January 31, 2023 with one two-year option to renew.

The terms and conditions of the previous Lease Agreement have proven to be effective and the relationship has been positive between the YMCA of the Greater Twin Cities and the Parks Department.

Conclusion / Recommendation

To recommend to the County Board to authorize the Parks Director or his designee to negotiate and execute a new lease with the YMCA commencing February 2020, a draft of which is attached, to allow for the YMCA to continue use of certain facilities at Lake George Regional Park, for a three year term with an option to extend or an additional two years (Anoka County Contract #C0007771).

Supporting Documents

Draft Lease Agreement
Exhibits

Lead Staff

Andy Soltvedt, Operations & Visitor Services Manager

LEASE

BY AND BETWEEN

**COUNTY OF ANOKA, A POLITICAL SUBDIVISION OF THE
STATE OF MINNESOTA,**

LANDLORD,

AND

**THE YMCA OF THE GREATER TWIN CITIES,
A MINNESOTA CORPORATION**

TENANT.

LEASE AGREEMENT

This Lease is made as of this _____ day of _____, 2020, by and between the County of Anoka, a political subdivision of the State of Minnesota, Anoka County Government Center, 2100 Third Avenue, Anoka, Minnesota 55303 (hereinafter referred to as “County” or “Landlord”), and the YMCA of the Greater Twin Cities, a Minnesota corporation, 2125 East Hennepin Avenue, Minneapolis, Minnesota 55413-1766 (hereinafter referred to as “YMCA” or “Tenant”).

DATA SHEET

The legal significance of the terms set forth in this Data Sheet is governed by references to such terms in the remainder of this Lease.

1. Premises. The Premises is a portion of County’s Lake George Regional Park, which is depicted in Exhibits A and C, which are attached hereto and incorporated herein, and which is legally described in Exhibit B, which is attached hereto and incorporated herein.
2. Term. Three (3) years commencing on February 1, 2020 and ending on January 31, 2023.
3. Scheduled Commencement Date. The Scheduled Commencement Date is February 1, 2020.
4. Landlord Address.
County of Anoka
Attn: Parks Department
Anoka County Parks Department
550 Bunker Lake Blvd.
Andover, Minnesota 55304

**Lease Agreement Between County of Anoka
and the YMCA of the Greater Twin Cities
Dated February 1, 2020**

With copy to:
Anoka County
F&CS Division Manager
Attn: Cory Kampf
Finance & Central Services, Suite 300
Anoka County Government Center
2100 Third Avenue
Anoka, Minnesota 55303

5. Tenant Address.
YMCA of the Greater Twin Cities
2125 East Hennepin Avenue
Minneapolis, MN 55414-1766

DRAFT

TABLE OF CONTENTS

Section	Page
Data Sheet.....	ii
Table of Contents.....	iv
Terms	1
1. Prior Agreements	1
2. Premises.....	1
3. Term	1
4. Use	2
5. Assignment and Subletting	3
6. Ad Valorem Taxes	3
7. Construction of Improvements, Maintenance and Repairs	3
8. Right of Entry	4
9. Services and Utilities.....	5
10. Ownership of Improvements	5
11. Waiver and Indemnity	5
12. Insurance.....	6
13. Damage and Restoration	7
14. Condemnation	7
15. Default	7
16. Early Termination.....	8
17. No Waiver.....	8
18. Rules and Regulations.....	8
19. Covenant of Quiet Enjoyment	9

20.	No Representations by Landlord.....	9
21.	Notices.....	9
22.	Estoppel Certificates.....	9
23.	Surrender; Holding Over.....	10
24.	Energy Conservation.....	10
25.	Affirmative Action and Non-discrimination.....	10
26.	Existing Trail.....	11
27.	Access and Signage.....	11
28.	No Partnership.....	11
29.	Entire Agreement.....	11
30.	Counterparts.....	12
31.	Miscellaneous.....	12
Exhibit A	Diagram of Premises	
Exhibit B	Legal Description of the Land	
Exhibit C	Depiction of Use Areas on Leased Premises	

**Lease Agreement Between County of Anoka
and the YMCA of the Greater Twin Cities
Dated February 1, 2020**

TERMS

1. PRIOR AGREEMENTS

The Parties have agreed to renegotiate the terms of the current Lease Agreement which expires on January 31, 2020, and agree that this renegotiated Lease Agreement supersedes and replaces any and all previous agreements between the Parties.

2. PREMISES:

Subject to the terms and conditions contained herein, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the term and upon the conditions hereinafter provided, the Premises described in Item 1 of the Data Sheet and depicted in Exhibits A-C. The Premises are located within the County's Lake George Regional Park, Oak Grove, Anoka County, Minnesota, and located on land legally described in Exhibit B attached hereto. No exhibit attached to this lease nor any other materials provided by Landlord shall constitute a warranty or agreement as to the configuration of the Premises, structures, or the occupants thereof. Landlord reserves the right from time to time to reasonably modify any buildings, structures, or common areas, appurtenances or rentable areas, without in any case reducing the obligations of Tenant hereunder provided that no such modification shall have a material adverse impact on Tenant's operations in or access to the Premises. Tenant takes possession of the Premises as is, without any obligation by the Landlord to make any improvements thereto.

3. TERM:

3.1 The term of this Lease shall commence upon the "Commencement Date," which shall be the Scheduled Commencement Date set forth in Item 3 of the Data Sheet. Following the Commencement Date the term of this Lease shall continue for the Term as set forth in Item 2 of the Data Sheet.

3.2 Landlord may at any time prepare a Supplement to this Lease confirming the Commencement Date and the Rentable Area of the Premises. Tenant shall execute and return such Supplement within 10 days after submission unless Tenant gives written notice specifying in reasonable detail Tenant's objections thereto.

3.3 Option to Extend. Landlord grants Tenant one (1) two (2) year option to renew the Lease upon the same terms and conditions of this Lease. If Tenant intends to exercise the foregoing option, Tenant shall notify Landlord of its intent to renew this Lease by written notice

**Lease Agreement Between County of Anoka
and YMCA of the Greater Twin Cities
Dated February 1, 2020**

not less than ninety (90) days prior to the expiration of the then current Term of the Lease. If Tenant fails to timely exercise its option, the Lease shall terminate at the end of the Term.

3.4 Early Termination Right. Either party shall have the right to terminate this Lease, and any extension thereof, upon not less than ninety (90) days' prior written notice to the other party. Such Termination Notice shall set forth the termination date of this Lease, or any extension thereof ("Early Termination Date"). To the extent a party exercises its right to terminate this lease, and any extension thereof, pursuant to the terms of this Section, then this Lease shall terminate effective as of the Early Termination Date with the same force and effect as if the Lease were scheduled to expire in accordance with its terms as of such Early Termination Date, subject to the provisions of this Lease which expressly survive the expiration or earlier termination of this Lease.

4. USE:

4.1 Tenant shall use and occupy the leased premises solely for the purpose of a day camp ("Camp Guy Robinson") and for extended season programs such as environmental education and leadership development programming. Tenant will not use or occupy the leased premises for any unlawful purpose, and will comply with all present and future laws, ordinances, regulations, and orders of all governmental units having jurisdiction over the premises. Landlord disclaims any warranty that the leased premises are suitable for Tenant's use, and Tenant acknowledges that it has had a full opportunity to make its own determination in this regard. Throughout the term of this Lease, Tenant shall have the right to use, in common with others, and in accordance with such rules as shall be applicable generally to members of the public, other portions of County's Lake George Regional Park, so long as Tenant's use does not cause conflict or disruption to general public use and enjoyment of the premises.

4.2 There is currently existing on the leased premises a picnic shelter, restroom facility, bituminous trail, parking lots, and roadway. The Parties have also established a separate beach area of the park depicted in Exhibit C for YMCA use during the term of this Lease and subject to the terms and conditions herein, YMCA shall have the right to use said existing facilities.

4.3 Tenant shall not install, use, generate, store or dispose of in or about the Premises any hazardous substance, toxic chemical, pollutant or other material regulated by the Comprehensive Environmental Response, compensation and Liability Act of 1985 or in the so-called Minnesota Superfund Bill or any similar law or regulation (including without limitation any material containing asbestos or PCB) without Landlord's prior written approval of each such substance. Landlord shall not unreasonably withhold its approval of use by Tenant of immaterial quantities of such substances customarily used in office business operations so long as Tenant

uses such substances in accordance with applicable laws. Tenant shall indemnify, defend and hold harmless from and against any claim, damage or expense arising out of Tenant's installation, use, generation, storage, or disposal of any such substance, regardless of whether Landlord has approved the activity. Tenant's liability under this Lease is subject to the limits in the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736 and other applicable law.

5. ASSIGNMENT AND SUBLETTING:

Tenant may not sublet all or any part of the leased premises or all or any part of the term of the Lease without Landlord's prior written consent, which consent may be granted or withheld in Landlord's sole discretion. Regardless of any such sublease and consent by Landlord, Tenants shall remain fully liable for the performance of all the conditions, covenants, and obligations of this Lease. Any and all subleases entered into by Tenant and consented to by Landlord shall be made expressly subject to this Lease and all the terms and provisions hereof.

6. AD VALOREM TAXES AND SPECIAL ASSESSMENTS

Tenant shall pay any ad valorem real estate taxes (or personal property taxes) assessed against the leased premises during the entire Lease term, and all other liens, charges, or assessments levied against the leased premises during the entire Lease term, before such taxes, liens, charges, or assessments become delinquent.

7. CONSTRUCTION OF IMPROVEMENTS, MAINTENANCE AND REPAIRS:

7.1 All improvements required by Tenant on the leased premises shall be constructed by Tenant at its sole cost and expense, and shall be constructed in a thorough and workman-like fashion. Prior to construction of any such improvements, Tenant shall submit to Landlord detailed plans and specifications detailing the proposed improvements to be constructed, the construction of which shall not begin until approved in writing by Landlord. All improvements shall be constructed in accordance with all applicable laws, rules, regulations, and ordinances. Tenant further agrees to comply with all federal, state, and local laws, ordinances, and zoning provisions in the construction and operation of the improvements on the leased premises. Tenant shall have no authority to subject the leased premises or any part thereof or any interest of Landlord therein to any mechanics or other statutory or judicial lien. Should any mechanics or other lien, statement, or claim be filed or recorded against the leased premises, or any interest of Landlord thereon, by reason of Tenant's acts or omissions or because of any claim against Tenant, Tenant shall cause the same to be canceled and discharged of record at Tenant's sole cost and expense, by bond or otherwise, within thirty (30) days after notice from Landlord; provided, however, that so long as

Tenant has not been in breach or default of its obligation under this Lease, Tenant shall have the right, in good faith and through appropriate proceedings, at Tenant's sole cost and expense, to contest the amount or validity of any such claim so long as such contest does not submit the leased premises to sale in enforcement of such lien or claim and provided Tenant provides to County such collateral, security, or other assurances as County reasonably shall request in connection therewith. Tenant shall, prior to the construction of any improvements on the leased premises, require any contractor who provides such work to provide a payment and performance bond in the full amount of the contract, or other assurances acceptable to Landlord. Furthermore, any such payment or performance bond shall list County of Anoka as a beneficiary of said bonds.

7.2 Tenant shall be solely responsible for the maintenance and repair of all improvements that it currently owns or newly constructs on the leased premises and shall maintain the same in a first-class manner. Landlord, however, shall be responsible for maintenance of the roadway and parking lots located on the leased premises, including snowplowing; the maintenance of turf grass within the leased premises area, including regular mowing from May 1 through October 31 of each year; and the structural and mechanical maintenance of the existing restroom building and existing park shelter located on the leased premises. Tenant shall be responsible for all utility costs and janitorial services related to the existing restroom facility located on the leased premises. Tenant shall also provide daily clean-up and maintenance of the grounds, parking lots, and roadways within the leased premises.

7.3 Tenant shall not place or maintain any sign, advertisement or notice on any part of the Premises except in such place, number, size, color and style as has been approved in writing by Landlord including the signs set forth below. Any such signs shall be at the sole expense of the Tenant. Tenant shall remove all signs at the expiration or termination of this lease and restore the affected area to its original condition.

7.4 Tenant shall not install any equipment which will or may necessitate any changes, replacements or additions to the Premises without first obtaining the prior written consent of Landlord.

7.5 Any and all damage or injury to the premises or the Building caused by moving the property of Tenant in or out of the Premises, or due to the same being on the Premises, shall be repaired by, and at the sole cost of, Tenant.

8. RIGHT OF ENTRY:

8.1 Tenant will permit Landlord, or its representative, to enter the Premises, to examine, inspect and protect the Premises, and to make such alterations, renovations, restorations and/or repairs as in the judgment of Landlord may be deemed necessary or desirable

for the Premises, Landlord shall use reasonable efforts to not unreasonably interfere with the conduct of Tenant's business, but Landlord shall in no event be liable to Tenant for any damages in connection with such entry or installation, except due to Landlord's negligence.

8.2 Landlord reserves the right to impose such reasonable security restrictions to the Leased premises as it deems appropriate.

9. SERVICES AND UTILITIES:

YMCA shall be solely responsible for and shall promptly pay all charges for use or consumption in, on, or about the leased premises of electricity, water, sewer, natural gas, and any other utility services. County shall not be liable in the event of any interruption in any utility service to the leased premises.

10. OWNERSHIP OF IMPROVEMENTS

The Parties acknowledge that certain improvements exist from the prior Lease Agreement between Landlord and Tenant, including: Primary program building west of entrance road on leased premises; Three gaga pits within leased premises; Amphitheatre within leased premises; Storage building west of restroom building within leased premises; Archery range structure within leased premises; Boat house building west of boat launch parking lot. Tenant shall not be responsible for removing such existing improvements under the current Lease Agreement term. All improvements hereafter constructed by Tenant on the leased premises shall be deemed for all purposes to be the property of Tenant and owned solely by Tenant during the Lease term. At the expiration or earlier termination of this Lease, all existing buildings and those buildings approved for construction by County pursuant to Section 7 herein, shall become the property of County. On or before the expiration of the Lease term or any earlier termination of this Lease, Tenant shall, at its sole cost, remove all other such improvements constructed by Tenant and shall restore the leased premises to the condition in which the leased premises existed on the date of this Lease, unless and except to the extent that Landlord, by written notice to Tenant, given at least thirty (30) days prior to the end of the Lease term, elects to accept the leased premises with any or all of such improvements, in which case Tenant shall not be responsible for removing any such improvements specified in such notice.

11. WAIVER AND INDEMNITY:

11.1 Landlord (including its officers, employees, agents and representatives) shall not be liable to Tenant, or those claiming by, through or under Tenant, for any injury, death or property

damage occurring in, on or about the Premises, except injury or damage caused by the negligence of the Landlord. Without limitation of the foregoing, Landlord shall not be liable to Tenant for any, and Tenant hereby releases Landlord from all damage, compensation or claims arising from: loss or damage to any property in or about the Premises; the necessity of repairing any portion of the Premises; the interruption in the use of the Premises; accident or damage resulting from the use or operation by Landlord, Tenant, or any other person or persons whatsoever. Notwithstanding the foregoing, if at any time Tenant is unable to operate because the Premises has become untenable, Tenant shall have the right to terminate this Lease upon notice to Landlord.

11.2 Except for losses, damages, and claims arising out of the act or omissions of Landlord or its officers, commissioners, agents, contractors, and employees acting within the scope of their employment or agency, Tenant shall indemnify and hold harmless Landlord and its commissioners, officers, agents, contractors, and employees from and against any and all claims (including attorney fees) arising from Tenant's use of the leased premises, or from the conduct of Tenant's business, or from any activity, work, or thing done by Tenant in or about the leased premises. Tenant shall also indemnify and hold harmless Landlord and its commissioners, officers, agents, contractors, and employees from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of Tenant, or any claim, action, or proceeding brought thereon; and in case any action or proceeding is brought against Landlord and/or any of its commissioners, officers, agents, contractors, or employees by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel acceptable to Landlord in its reasonable direction.

12. INSURANCE:

12.1 Tenant agrees to purchase, in advance, and to carry in full force and effect the following insurance:

a. "All risk" property insurance covering the full replacement value of all of Tenant's leasehold improvements, trade fixtures and personal property within the Premises.

b. Commercial general liability insurance covering all acts of Tenant, its employees, agents, representatives and guests on or about the Premises, containing a contractual liability endorsement, with limits not less than \$1,000,000 per claim and \$3,000,000 per occurrence.

12.2 All of Tenant's insurance shall name Landlord as an additional insured and shall provide for 30 days written notice to Landlord prior to cancellation, non-renewal or material modification. Certificates of all such insurance shall be delivered to Landlord prior to occupancy

of the Premises by Tenant. Such insurance may be in the form of blanket or umbrella policies so long as the Premises are specifically designated therein.

13. DAMAGE AND RESTORATION:

If, at any time after the execution of this Lease, the buildings and/or improvements owned by Tenant and located on the leased premises or any portion thereof should be damaged or destroyed by any casualty, Tenant shall promptly commence, and with due diligence complete, the repair, reconstruction, or restoration of such buildings or improvements so as far as practical to the condition in which they were immediately prior to such casualty.

14. CONDEMNATION:

If the whole or any substantial part of the Premises shall be taken or condemned or purchased under threat of condemnation by any governmental authority, then the Term of this Lease shall cease and terminate as of the date when the condemning authority takes possession of the Premises and Tenant shall have no claim against the condemning authority, Landlord or otherwise for any portion of the amount that may be awarded as damages as a result of such taking or condemnation or for the value of any unexpired term of this Lease; provided, however, that Landlord shall not be entitled to any separate award made to Tenant for loss of business or costs of relocation. In the event part of the Building, but not the Premises, is condemned to the extent that the Building cannot, in Landlord's sole judgment, be economically restored within a reasonable time, Landlord shall have the option by notice given to Tenant within 90 days after the date the condemning authority takes possession to terminate this Lease as of the date of such possession.

15. DEFAULT:

15.1 It shall constitute a material default and breach of this Lease if Tenant fails to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, which failure continues for thirty (30) days after notice thereof from County to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty-day period and thereafter diligently prosecutes such cure to completion.

15.2 In the event of any such material default or breach by Tenant, Landlord shall have

the right, at its sole option, to do any one or more of the following, successively or concurrently, to the fullest extent permitted by laws:

1. Terminate this Lease and have all remedies provided at law for such default.
2. Enter upon the leased premises by any legal means and remove Tenant and all other persons and property from the leased premises.

16. EARLY TERMINATION, PAYMENT FOR IMPROVEMENTS:

As provided for in Section 3 herein, either party may terminate this Lease upon ninety (90) days' written notice to the other party. If Tenant is not in default under any of the terms and conditions of this Lease, and Landlord desires to terminate the Lease early, Landlord shall pay Tenant the depreciated value of the approved Tenant-constructed improvements. The depreciated value shall be an amount equal to depreciating the approved cost of construction of the improvements over their useful life expectancy based upon a straight-line depreciation method. The approved value of the improvements (which shall include a reasonable amount for donated services and materials) and the useful life of the improvement shall be agreed to in writing at the time that Landlord approves the plans for the construction of the improvement pursuant to Section 7 herein.

17. NO WAIVER:

No waiver by either party of any breach of any agreement herein contained shall operate as a waiver of such agreement itself, or of any subsequent breach thereof.

18. RULES AND REGULATIONS; PARK ORDINANCES:

18.1 Tenant shall use the Premises in accordance with the terms of this Lease and such additional rules and regulations as are currently in place at the Premises and as may from time to time be reasonably made by the Landlord for the general safety, comfort and convenience of the owners, occupants and tenants of the Premises, and Tenant shall use reasonable efforts to cause Tenant's customers, employees and invitees to abide by such rules and regulations. Landlord shall in no event be responsible to Tenant for enforcement of such rules and regulations against other tenants.

18.2 Tenant understands and agrees that its use of the leased premises is and shall be subject at all times during the term of the Lease to any park ordinance in effect on the date of this Lease and/or subsequently adopted by the Anoka County Board of Commissioners.

19. COVENANT OF QUIET ENJOYMENT:

Landlord covenants that it has the right to make this Lease for the term aforesaid and covenants that if Tenant performs all of the covenants, terms and conditions of this Lease to be performed by Tenant, Tenant shall, during the Term of the lease enjoy quiet possession of the Premises, subject, nevertheless, to the terms of this Lease and to any public use of general park areas and trails, easements, covenants, conditions, and restrictions occurring in the public records prior to the date of this Lease..

20. NO REPRESENTATIONS BY LANDLORD:

Neither Landlord nor any agent or employee of Landlord has made any representations or promises with respect to the Premises except as herein expressly set forth, and no right, privileges, easements or licenses are acquired by Tenant except as herein expressly set forth. Tenant has no right to light or air over any premises. The Tenant, by taking possession of the Premises, shall accept the same "as is" and such taking of possession shall be conclusive evidence that the Premises are in good and satisfactory condition at the time of such taking of possession.

21. NOTICES:

All notices or other communications hereunder shall be in writing and shall be hand delivered or sent by registered or certified first-class mail, postage prepaid, or by overnight air express service, (i) if to Landlord at the Landlord Address set forth on Item 4 of the Data Sheet, and (ii) if to Tenant, at the Tenant Address listed in item 5 of the Data Sheet, unless notice of a change of address is given pursuant to the provisions of this Section. The day notice is given by mail shall be deemed to be the day following the day of mailing.

22. ESTOPPEL CERTIFICATES:

Tenant agrees at any time and from time to time, upon not less than ten days prior written notice by Landlord, to execute, acknowledge and deliver to Landlord or a party designated by Landlord a reasonable statement in writing prepared by Landlord certifying that this Lease is unmodified and in full force and effect, or if there have been modifications, that the lease is in full force and effect as modified and stating the modifications and any such other matters relating to this Lease as may reasonably be requested. Any such statement delivered pursuant hereto may be relied upon by any owner of the Building, any prospective purchaser of the Building, any mortgagee or prospective mortgagee of the Building or of Landlord's interest, or any prospective assignee of any such mortgagee. If Tenant fails to deliver such statement within 14 days after

written request by Landlord, Tenant shall be deemed to have acknowledged that this Lease is in full force and effect, without modification except as may be represented by Landlord, and that there are no uncured defaults on the part of Landlord hereunder.

23. SURRENDER; HOLDING OVER:

Upon the expiration of this Lease or the earlier termination of Tenant's right to possession, Tenant shall immediately vacate the Premises, remove all of its property therefrom and leave the Premises in the condition required by this Lease. Any property not removed shall be deemed abandoned, and Tenant shall be liable for all costs of removal.

24. ENERGY CONSERVATION:

Wherever in this Lease any terms, covenants or conditions are required to be kept or performed by the Landlord, the Landlord shall be deemed to have kept and performed such terms, covenants and conditions notwithstanding any act or omission of Landlord, if such act or omission is pursuant to any governmental regulations, requirements, directives or requests. In the event of any kind of energy conservation measures are enacted by State or Federal authority, it is hereby agreed that the Landlord shall reduce the quantity of utilities and services as may be specifically required by such governmental orders or regulations. Utilities, within the meaning of this article, includes heat, cooling, electricity, water and all the sources of energy required to provide said service.

25. AFFIRMATIVE ACTION AND NON-DISCRIMINATION

In accordance with Anoka County's Affirmative Action Policy and policies against discrimination, no person shall illegally be excluded from full-time employment rights in, be denied the benefits of, or be otherwise subjected to discrimination in the program which is the subject of this Agreement on the basis of race, creed, color, sex, sexual orientation, marital status, public assistance status, age, disability, or national origin.

NON-DISCRIMINATION

Tenant agrees to abide by all provisions of Minn. Stat. § 181.59, as amended, entitled "Discrimination on Account of Race, Creed, or Color Prohibited in Contract," set forth as follows:

MINN. STAT. § 181.59 DISCRIMINATION ON ACCOUNT OF RACE, CREED, OR COLOR PROHIBITED IN CONTRACT.

Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

- (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;
- (3) that a violation of this section is a misdemeanor; and
- (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

26. EXISTING TRAIL

YMCA understands and agrees that this Lease is subject to the general public's use of the existing trail (or any future improvements to the trail) through the leased premises.

27. ACCESS AND SIGNAGE

County shall maintain the existing gate at the entrance to the leased premises from Lake George Drive Northwest. Both YMCA and County shall have access to and control of the gate. County shall, consistent with its own signage practices, provide installation of directional signs on County Road 9 and a sign at the main park road indicating the direction to and location of the leased premises.

28. NO PARTNERSHIP

Nothing contained in this Lease shall be deemed or construed to create a relationship of principal-agent, joint venturers, co-venturers, partners, or co-tenants between County and YMCA, it being the express intention of the parties that they are and shall remain solely landlord and tenant.

29. ENTIRE AGREEMENT

This Lease and its attachments sets forth the entire agreement between the parties with regard to leasing the leased premises. Any prior conversations or writings are merged herein and extinguished. No amendment to this Lease shall be binding upon County or YMCA unless in writing and signed by the party sought to be bound by such amendment.

30. COUNTERPARTS

This Lease may be executed in multiple counterparts, each of which shall constitute an original, but all of which together shall constitute a single instrument.

31. MISCELLANEOUS:

- a. This is a Minnesota contract and shall be construed according to the laws of Minnesota.
- b. The captions in this Lease are for convenience only and are not a part of this Lease.
- c. If more than one person or entity shall sign this Lease as Tenant, the obligations set forth herein shall be deemed joint and several obligations of each such party.
- d. Time is of the essence.
- e. The provisions of this lease which relate to periods subsequent to the expiration of the Term shall survive expiration.
- f. This Lease shall be binding upon and inure to the benefit of the parties hereto and, subject to the restrictions and limitations herein contained, their respective heirs, successors and assigns.
- g. The attached addendum is hereby made a part of this agreement.
 No - there is no addendum to this Lease.
 Yes - there is an addendum attached to this Lease.

(signature page immediately follows)

IN WITNESS WHEREOF, the parties hereto have set their hands.

COUNTY OF ANOKA

THE YMCA OF THE GREATER TWIN CITIES

By: _____
Scott Schulte, Chair
Anoka County Board of Commissioners

By: _____
Its: _____

Dated: _____

Dated: _____

By: _____
Rhonda Sivarajah
Anoka County Administrator

Dated: _____

APPROVED AS TO FORM

By: _____
Christine Carney
Assistant County Attorney

Dated: _____

EXHIBIT A

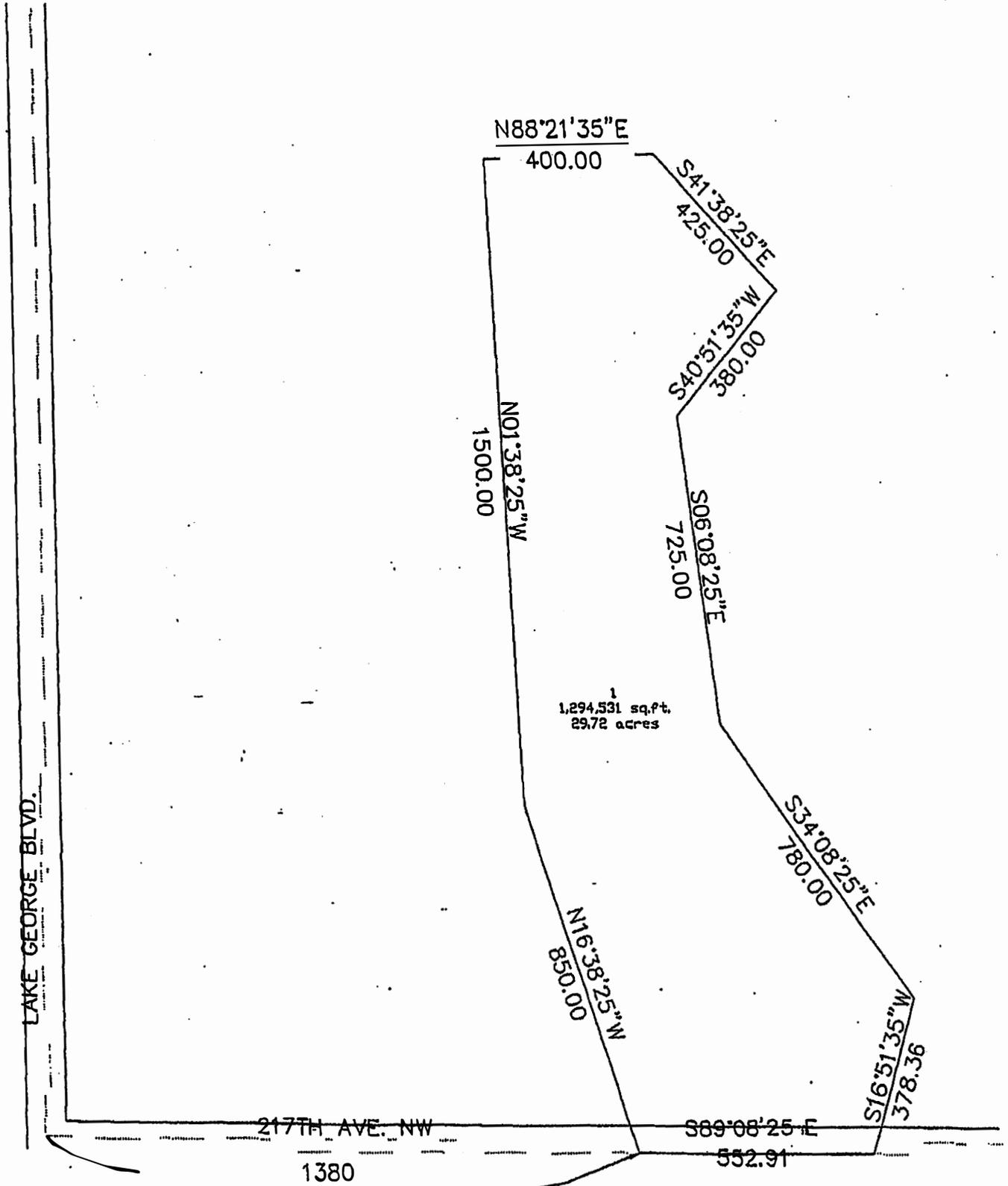


EXHIBIT B

YMCA LEASE - Legal Description

That part of the Northwest Quarter of Section 9, Township 3, Range 24, Anoka County, Minnesota described as follows: Commencing at the southwest corner of said quarter; thence on an assumed bearing of South 89 degrees 08 minutes 25 seconds East, along the south line of said quarter, 1380.00 feet to the actual point of beginning; thence north 16 degrees 38 minutes 25 seconds West, 850.00 feet; thence North 01 degrees 38 minutes 25 seconds West, 1500.00 feet; thence North 88 degrees 21 minutes 35 seconds East, 400.00 feet; thence South 41 degrees 38 minutes 25 seconds East, 425.00 feet; thence South 40 degrees 51 minutes 35 seconds West, 380.00 feet; thence South 06 degrees 08 minutes 25 seconds East, 725.00 feet; thence South 34 degrees 08 minutes 25 seconds East, 780.00 feet; thence South 16 degrees 51 minutes 35 seconds West, 378.36 feet to said south line; thence North 89 degrees 08 minutes 25 seconds West, along said south line to the actual point of beginning. Except 217th Avenue NW.

EXHIBIT C

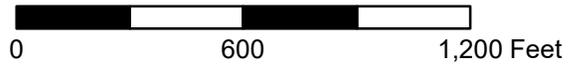
YMCA DAY CAMP
USE AREA

YMCA BOAT HOUSE/
WATERCRAFT
STORAGE AREA

YMCA DESIGNATED
SWIMMING AREA

Lake George

**Lake George Regional Park
YMCA Identified Use Areas
Exhibit C**



Date: 01/02/2020

COMMITTEE INFORMATIONAL ITEM 5 – COUNTY PARKS AND TRAIL SYSTEM 10 YEAR CAPITAL PROJECT FORECAST

Parks Committee

Committee Date: February 4, 2020

County Board Date: February 11, 2020

Action Requested

To review and provide comment on the Parks Department’s 10 Year Regional Park Capital Project Forecast for 2020-2029.

Previous Committee / County Board Action

January 2019 – Annual Review Process

Background / Analysis

This is to review with the Parks Committee the regional parks planned projects for 2020-2029, most of which are anticipated to be funded through federal, state or regional grants. This plan is subject to change based on funding availability.

Conclusion / Recommendation

Committee review and comment is sought on this item.

Supporting Documents

Spreadsheet of project forecast

Lead Staff

Karen Blaska, Park Planner

10 Year Capital Project Forecast

Park/Trail	Funding Source	Project	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
Bunker	Metro P&T	Reconstruct Parkway A (reclaim/repave, replace bit curb with concrete gutter/ribbon curb), trail reconstruction, boardwalk reconstruction, expand #2 lot				1,000,000	1,000,000	1,000,000					3,000,000
Bunker	Metro P&T	Bunker Destination Playground						750,000					750,000
Bunker	Metro CIP	Activity Center Storage Building and Roof Improvements at Act Center and Archery						325,000					325,000
Bunker	Metro CIP	Central Maintenance Facility Improvements (86.53%) 2021: Renovation & Remodeling						1,500,000					1,500,000
Bunker	County CIB	Renovation & Remodeling (13.47% - county match to MC funds)						205,000					205,000
Bunker	Metro P&T	Asset Management Plan/Wave Pool Rehab/improvements	1,002,396	1,545,928									2,548,324
Bunker	County CIB	Asset Management Plan/Wave Pool Rehab/improvements	1,000,000	2,985,500	117,000	100,000							4,202,500
Bunker	2021 Lottery	Reimbursement - City of CR for trail from RR tunnel to Avocet connector trail		132,000									132,000
CACRT	Metro CIP	City of Andover Ped Tunnel Reimbursement (approved 2016)		268,680									268,680
CACRT	Metro CIP	Ped Bridge over 35W - Highway reimbursement (approved Apr 2013)		250,000									250,000
CACRT	Metro CIP	Aberdeen to Raddison Segment - City of Blaine Reimbursement						35,000					35,000
CACRT	2021 Lottery	Reimbursement - City of Ham Lake for 116 to Jefferson		13,000									13,000
CACRT	Metro CIP	Reimbursement - City of Ham Lake for 116 Jefferson to 65 *still needs to be approved by MC- need cost est						100,000					100,000
CCRT	Metro CIP	Reimburse City of Coon Rapids for Egret Blvd portion of regional trail (approved April 2017)		106,816									106,816
CCRT	Metro CIP	Reimburse City of Coon Rapids for Coon Rapids Blvd portion of regional trail (approved May 2019)		35,000									35,000
Coon Rapids Dam	Metro CIP	Maintenance Shop - Design and Construction								1,850,000			1,850,000
Coon Rapids Dam	Metro P&T	Visitor Center Improvements									500,000		500,000
Coon Rapids Dam	Metro P&T	Trail improvements - Replace 4 culverts at Coon Creek with ped bridge or 1 large box culvert, reconstruct trail to 610.				950,000							950,000
IOP	Metro P&T	Parking Lot Reconstruction, Visitor Center and Plaza rehab						350,000					350,000
Lake George	Metro P&T	Trail reconstruction					600,000						600,000
Martin Island Linwood	Metro P&T	Camp Salie Renovations & ADA improvements/Boardwalk and Trail									515,000	500,000	515,000
Martin Island Linwood	Metro P&T	Linwood Boat Launch Parking Lot							1,500,000		500,000		2,000,000
MRRT	Metro CIP	Anoka to Mississippi West (Anoka/Ramsey Reimbursement) (Approved Apr 2014)		340,000									340,000

10 Year Capital Project Forecast

Park/Trail	Funding Source	Project	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total
MRRT	Metro P&T	Rivenwick MRT reconstruction					400,000						400,000
Miss West	Metro CIP	Park Development										1,850,000	1,850,000
RCCOL	Metro P&T	Peltier Fishing Pier, Parking Lot, ADA access							250,000				250,000
RCCOL	Metro P&T	Main Park Road reconstruction			1,750,000								1,750,000
RCCOL	Metro P&T	RCCOL Campground Restroom Building Expansion and Improvements										1,850,000	1,850,000
RCCOL	Metro P&T	Wargo - 2020: Displays and Exhibits; 2023 Phase 2 of displays;	350,000							500,000			850,000
RCCOL	Metro P&T	Wargo - 2021: Displays & Exhibits Phase 2		366,812									366,812
RCNRT	Metro P&T	Design/Engineering, construction of trail and two ped bridges over Rice Creek between Golden Lake Elem and Baldwin Park (20% match to Fed Funds)									500,000		500,000
RCW - Manomin	Metro CIP	North Parking Lot, Trail Reconstruction						300,000					300,000
RCW - Manomin	Other	Banfill - Exterior Replacement/Insulation/ADA improvements (Andy)											-
Riverfront	Metro CIP	2020 Maintenance bldg. construction and site work, gatehouse construction		275,000		1,456,983							1,731,983
Rum Central	Metro P&T	Bituminous Repair and Sealcoating, monument sign, pavilion pier repair, boat launch improvements							1,500,000				1,500,000
Rum Central	Metro P&T	Parcel Acquisition	315,000										315,000
Rum River	County CIB	Rum River Stabilization Initiative (matching county grant)	100,000	100,000	100,000	100,000							400,000
RRRT	Metro CIP	Bridge Street Trail Underpass				400,000							400,000
Rum South	County CIB	Playground and Surfacing Replacement				250,000							250,000
Chomonix	County CIB	Course Improvements	276,500	142,000	112,000	121,500	115,000						767,000
System-wide	Metro P&T	Natural Resource Management		160,000	170,000	175,000	175,000	175,000	175,000	175,000	175,000	175,000	1,555,000
		Sub-total Metro P&T Legacy	1,667,396	1,705,928	1,920,000	2,125,000	2,175,000	2,275,000	1,925,000	2,175,000	2,190,000	2,525,000	18,158,324
		Sub-total Metro CIP	-	1,642,308	-	1,856,983	-	2,260,000	-	1,850,000	-	1,850,000	7,609,291
		Sub-Total County CIB	1,376,500	3,227,500	329,000	571,500	115,000	205,000	-	-	-	-	5,824,500
		Sub-total Other	-	145,000	-	-	-	-	-	-	-	-	145,000
		Total FY	3,043,896	6,720,736	2,249,000	4,553,483	2,290,000	4,740,000	1,925,000	4,025,000	2,190,000	4,375,000	31,737,115

COMMITTEE INFORMATIONAL ITEM 6 – CHOMONIX GOLF COURSE UPDATE: 2019 YEAR END

Parks Committee

Committee Date: February 4, 2020

County Board Date: February 11, 2020

Action Requested

To update the Parks Committee on the 2019 Chomonix Golf Course Operations Year End Operating Statement.

Previous Committee / County Board Action

January 2019 - Committee Evaluation and Discussion of Chomonix Golf Course (Informational Item)
February 2019 – Approval to Continue Operations of Chomonix Golf Course
April 2019 – Chomonix Golf Course Transparency Portal
July 2019 – Chomonix Golf Course Update
October 2019 – Chomonix Golf Course Update

Background / Analysis

The first golf season of the Three-Year Evaluation period for Chomonix Golf Course operations made improvements towards decreasing the net operating deficit while implementing the 2019 Strategic Plan initiatives. Several operating expenses were decreased to move towards reducing the net operating deficit. Increased efficiencies resulted in Clubhouse savings in the Re-Sale budget line, Seasonal Employee budget line, and Regular Employee Salaries budget line which placed the operation in a favorable financial position through the October 31, 2019 Operating Statement.

Year-end revenues did not cover expenses placing the overall operations at a \$93,049 deficit. However, the 2019 operating deficit demonstrated a \$34,951 improvement over the five-year average operating deficit of \$128,000. Progress has been made in 2019 and Chomonix Golf Course will strive to lower operating expenses, explore new business opportunities, implement new 2020 programs and fees moving into year two of the Anoka County Golf Operations Evaluation.

Conclusion / Recommendation

This item is for informational purposes only.

Supporting Documents

Chomonix Golf Course Operating Statement (2019 Year End Financial Statement)

Lead Staff

Cory Hinz, Recreation Services Manager

**Anoka County Parks
Chomonix Golf Course Operating Statement
Period Ended December 31, 2019**

Category	2018 Actual	2018 Actual as of December 31st	2019 Budget	2019 Preliminary as of December 31st
Green Fees	433,441	433,441	476,336	416,698
Golf Lessons	2,334	2,334	3,500	0
Season Passes	18,085	18,085	25,000	39,500
Patron Cards	523	523	1,000	2,258
Golf Cart Rental	138,838	138,838	150,000	117,072
Golf Club Rental	443	443	1,100	191
Driving range	21,866	21,866	26,000	23,334
Advertising Sales	2,300	2,300	3,000	0
Room Rental	9,043	9,043	7,000	12,418
Misc Chg for Svc	3,714	3,714	8,000	3,656
Merchandise Sales Taxable	51,965	51,965	50,000	30,562
Merchandise Sales NonTaxable	9,962	9,962	11,000	9,030
Food Sales	25,154	25,154	27,000	8,035
Beer Sales	150,258	150,258	128,518	88,831
Pop Sales	20,403	20,403	27,000	13,605
Liquor Sales	20,317	20,317	28,000	17,917
Gift Certificates	0	0	4,000	0
Increase in Inventory	14,809	14,809		
Revenues - Summary	923,455	923,455	976,454	783,107
Salary & Benefits	597,893	597,893	600,858	536,612
Departmental Expenses	340,405	340,405	280,970	222,484
Operating Expenditures	81,139	81,139	56,476	63,287
Contracts & Fees	7,551	7,551	7,650	13,568
Capital Outlay				
Debt Service	29,380	29,380	30,500	30,500
Other Financing Uses - Decrease in Inventory				9,705
Expenses - Summary	1,056,369	1,056,369	976,454	876,156
Change in Net Position	(132,913)	(132,913)	0	(93,049)

COMMITTEE INFORMATIONAL ITEM 7 – CONTRACTS PROCESSED

Parks Committee

Committee Date: February 4, 2020

County Board Date: February 11, 2020

Action Requested To provide information to the Committee regarding contracts executed by the Parks Department since the last Committee meeting.
Previous Committee / County Board Action Monthly Update
Background / Analysis C0007761 MOU Anoka County Senior Volunteer Program
Conclusion / Recommendation No action requested.
Supporting Documents N/A
Lead Staff Andy Soltvedt, Operations and Visitor Services Manager