

PARKS COMMITTEE MEETING AGENDA

and Meeting of the Anoka County Board of Commissioners**

Tuesday, March 10, 2020 - 1:00 p.m.
Government Center, Room 710

Department Updates

County Board Items

1. Purchase of Service Agreement – Conservation Corps Minnesota
2. Bid Awards – Bunker Beach Wave Pool Construction Project
3. Bid Award - Bunker Beach Parking Lot Reconstruction
4. Contract Award – Sanitary Sewer Construction for Rice Creek Maintenance Facility
5. Acceptance of Donation – Barred Owl
6. Authorization of Grant Agreement – Conservation Partners Legacy Grant – Rum River Revetment Project

Committee Items

7. Mississippi River Regional Trail - Parcel Acquisition Inquiry
8. Rice Creek North Regional Trail – City of Circle Pines Bonding Request
9. Coon Creek Regional Trail – Letter of Support for City of Coon Rapids Regional Solicitation Application

Informational Items

10. Projects Update
 - a. Coon Rapids Dam Windows/Roof Improvements
 - b. Manomin Restroom Redevelopment Project
11. 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.*



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ANOKA
COUNTY
PARKS

the connection
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EVENTS AND UPDATES

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FROM THE DIRECTOR:

Minnesota convened its legislative session on February 11, 2020, and legislators will remain in session until May 18, 2020. The Anoka County Parks Department, along with our nine other allied implementing park agencies across the Metropolitan Area, recently convened our third annual Metropolitan Area Legislative Delegation Meetings in the House and Senate to discuss our top Regional Park legislative priorities.

Both the House and Senate meetings were well attended by several key legislators that represent all legislative districts across the Twin Cities Metropolitan Area. These delegation meetings provided a valuable opportunity to present an overview of the Metropolitan Parks System and to thank the legislators for their continuing support. In addition, the following top legislative priorities were discussed:

Metro Parks \$15 million bonding request: \$15 million in state bonds will leverage an additional \$14 million in various matching funds from federal, regional, local, and private sources for a total capital investment of \$29 million in the Metro Parks & Trails System. Anoka County's projects include a new maintenance support facility at Riverfront Regional Park, a trail tunnel under Bunker Lake Boulevard, a pedestrian bridge over 35W, and the completion of three critical regional trail sections.

Park Acquisition Opportunity Fund Request: \$1 million appropriation to the Metropolitan Council to acquire regional parks and trails will leverage \$666,000 in matching Metropolitan Council Bonds for a total of \$1.66 million investment. This program is vital for acquiring park lands for future generations while continuing to protect, preserve and restore the highly valued natural resources in the Metro Area.

Opposition to HF 2703/SF 3511 Proposed Modification to Park & Trail Legacy Fund Grant Requirements: The direct impacts of this legislation changes and limits how the funds are allocated; Changes the focus of the funding; Jeopardizes the single largest source of funding that connects Minnesotans to the regional park system; Re-defines who is eligible for funding; directly conflicts with constitutional intent of the Legacy Amendment; Decreases transparency in funding by changing control of project selection from locally elected officials to a five-person committee.

As a result, Anoka County and our nine other allied implementing park agencies express our thanks and appreciation to all the Senators and Representatives that attended the delegation meetings to listen to the top legislative priorities for the Metropolitan Regional Parks System that ultimately contributes to an enhanced quality of life for the citizens of Minnesota.

Jeff Perry

RICE CREEK CHAIN OF LAKES MAINTENANCE SHOP

Contractors have been busy at Rice Creek Chain of Lakes Park Reserve this winter completing the final phase of construction for the maintenance shop. This facility will provide year-round support for maintenance operations in the surrounding area.

Anoka County maintains 5,500 acres of prairies, forests, and wetlands, a campground, swimming beach, 2 boat launches, 11 miles of paved trails, 25 acres of mowing, and Wargo Nature Center out of this location. The new shop represents the first dedicated maintenance facility in this park since its opening and the department is excited to have it. In addition to routine operations, this shop will also serve as a primary staging facility for extensive Emerald Ash Borer management in the region during upcoming winter logging operations.

Construction should be wrapping up in March of this year, with the final utilities being connected after the ground has thawed. The Parkkeepers are ready to move in and have the facility ready to serve for the 2020 summer season.



LAKE AERATION SYSTEMS MITIGATE WINTER FISH LOSSES



Over the course of the winter, lakes experience a decrease in dissolved oxygen (DO) levels which can lead to fish kills. This decline in DO varies each year based on when the lake freezes over and how early the ice is covered by a thick layer of snow, which decreases light availability for aquatic plants to carry out photosynthesis. The operation of aeration systems can keep the DO level above the threshold for fish kills. To lessen the impact of fish kills, while minimizing aeration costs, the Natural Resource (NR) crew conducts periodic DO tests on four lakes in Anoka County: Centerville, Coon, Martin and Peltier Lakes.

The data collected is shared with the local DNR fisheries manager who tracks the decline in DO and instructs as to when the aeration systems need to be put into operation. With the early ice over last fall that was followed by substantial snow falls, three lakes have been identified by DNR Fisheries experts as needing their aeration systems. The NR crew is operating aeration systems on Coon (west basin), Peltier and Martin Lakes. Currently Centerville Lake is doing fine, but will continue to be monitored as needed. As part of the permit requirements, the NR staff conducts weekly checks on the systems to ensure that all warning signage is still in place and that the systems are still operational. Through these and other efforts, a healthy fish population can be maintained for the enjoyment of area anglers.

WINTER ACTIVITIES STAY BUSY



What a wonderful winter to enjoy your favorite outdoor activities. This year more than 700 guests have enjoyed renting skis and snowshoes at both Bunker Hills Regional Park and Coon Rapids Dam Regional Park. The abundant snowfall and hard work by the trail grooming team have created excellent ski trails conditions and happy customers.



SNOW DAY AT WARGO

The 20th annual Snow Day event took place on Saturday, January 25 at Wargo Nature Center. The 600 participants enjoyed a wide variety of winter activities focusing on getting people outdoors and active. Outdoor activities included snowshoeing, ice fishing, kick-sledding, fat tire biking, geocaching, and a bon fire with s'mores. Inside, participants had a chance to see live animals from the Wildlife Science Center, enjoy a refreshment, get a temporary tattoo, or make a winter craft.

The weather and snow conditions were just about perfect for the event, with temperatures in the upper 20's and 6-8 inches of snow on the ground. A lot of positive feedback was received from participants, many of which had never been on snowshoes or gone ice fishing. The chance to introduce people to a new outdoor activity is a highlight for the Anoka County Parks programming staff that worked hard to facilitate all the activities.

Snow Day was hosted in collaboration with the cities of Lino Lakes and Blaine. Teaming up with these organizations allows for reduced costs, staffing, and event prep time. Thank you to Lino Lakes and Blaine for another wonderful Snow Day and a long history of collaboration.



PADDLE SHARE AT COON RAPIDS DAM REGIONAL PARK FOR 2020

In 2020, Anoka County will be hosting the Mississippi River’s Paddle Share station at Coon Rapids Dam Regional Park for Three Rivers Park District, while the Mississippi Gateway Regional Park (formerly known as Coon Rapids Dam Regional Park) is under redevelopment. The Paddle Share station will be located on the island between the powerhouse walkway and the dam walkway.

The Mississippi River Paddle Share program provides a great recreational opportunity for those that want to canoe or kayak the river, but don’t have equipment. Paddlers can reserve equipment online at www.paddleshare.org for a nominal fee (three hours for \$25 for single kayak, \$40 for tandem), access equipment at the station lockers with the access code provided, grab the kayak, paddle and personal flotation device and enjoy the river. At the end of your paddle, return the equipment to a Paddle Share station.

SPRING RECRUITMENT AT CHOMONIX GOLF COURSE



As spring approaches, Chomonix Golf Course has started the recruitment process for seasonal employees. Including, Clubhouse Attendants, Beverage Cart Attendants, Turf Technicians, Starters, Rangers, and Volunteers. Chomonix offers a rewarding opportunity to at one of the most beautiful public courses in the north metro.

COUNTY BOARD ACTION ITEM 1 – CONSERVATION CORPS MINNESOTA PURCHASE OF SERVICE AGREEMENT

Parks Committee

Committee Date: March 10, 2020

County Board Date: March 24, 2020

Action Requested

To consider recommending to the County Board the approval of a Purchase of Service Agreement with the Conservation Corps Minnesota to assist with natural resources restoration and park maintenance related projects in the Anoka County Park System (Anoka County Contract #C0007769).

Previous Committee / County Board Action

2012 – 2019: Authorized Annual Purchase of Service Agreements

Background / Analysis

The Conservation Corps Minnesota program provides hands-on environmental stewardship and service-learning opportunities for young adults while accomplishing natural resource management and park related work. Their goals are to help young people from diverse backgrounds become: more connected to the environment, engaged in conservation, involved in the community, and prepared for future employment in parks and conservation.

Over the past seven years, the County has entered into an annual contract with Conservation Corps Minnesota. The crew has proven extremely successful in accomplishing a high volume of park maintenance and natural resources related projects. The crew is typically a five-person young adult work team plus a supervisor.

Recently, Anoka County entered into a Metropolitan Regional Parks Legacy Fund Grant Agreement that will provide 100% funding in 2020 to hire the Conservation Corps Minnesota.

The term of the attached Purchase of Service Agreement is March 2020 through December 2020. The total contract will not exceed \$158,000.

Conclusion / Recommendation

To consider recommending to the County Board the approval of the Purchase of Service Agreement with the Conservation Corps Minnesota to assist with natural resources restoration and park maintenance related projects (Anoka County Contract #C0007769) not to exceed \$158,000.

Supporting Documents

Draft Purchase of Service Agreement
Exhibit A – Scope of Services

Lead Staff

Andy Soltvedt, Operations and Visitor Services Manager

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2020, the date of the signature of the parties notwithstanding, 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 the "County," and Conservation Corps Minnesota, 60 Plato Boulevard East, Suite 210, St. Paul, Minnesota 55107, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the County is in need of assistance with its Natural Resources and Parks Maintenance Units with implementing projects related to ecological restoration, horticulture, fisheries and wildlife management, soil stabilization, water resources management, and parks-maintenance related projects; and

WHEREAS, the Contractor represents that the Contractor is qualified and willing to furnish these services; and

WHEREAS, the County wishes to purchase these services from the Contractor.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed and understood as follows:

I. TERM

This agreement shall commence upon the signing of this Agreement and shall continue in effect through the satisfactory completion of the services to be provided herein.

II. SERVICES

The County agrees to purchase and the Contractor agrees to furnish the services set forth in the Conservation Corps Minnesota Project Request Form/Scope of Work, which Agreement and Project Request Form are attached hereto and incorporated herein as Exhibit A.

III. COMPENSATION

For services satisfactorily completed, the County shall pay the Contractor at the rate set forth in Exhibit A, provided, however, that the total compensation paid to Contractor shall not exceed One Hundred Fifty-Eight Thousand and 00/100ths Dollars (\$158,000.00).

IV. BILLING AND PAYMENT

On a monthly basis, the Contractor shall submit to the County an itemized statement containing such information as is required by the County for work satisfactorily completed. Within thirty (30) days of its receipt of the billing statement, the County shall make payment to the Contractor or make reasonable arrangements for payment acceptable to the Contractor.

V. AUDIT DISCLOSURE AND RETENTION OF RECORDS

The Contractor agrees to make available to duly authorized representatives of the County and of the State of Minnesota, for the purpose of audit examination pursuant to Minn. Stat. § 16C.05, any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's provision of services hereunder. The Contractor further agrees to maintain all such required records for six (6) years after receipt of final payment and the closing of all other related matters.

VI. INDEMNIFICATION

The Contractor shall, to the greatest extent permitted by law, hold harmless, indemnify, and defend the County, its commissioners, officers, agents and employees against any and all claims, expenses (including attorneys' fees), losses, damages or lawsuits for damages arising from or related to the services to be provided under this Agreement, including but not limited to the negligence of the Contractor or any entity or person for which the Contractor is legally responsible.

VII. INSURANCE

The Contractor shall procure and maintain in full force and effect during the term of this Agreement, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors. The insurance coverage shall satisfy the requirements set forth in Exhibit B, which is attached hereto and incorporated herein.

VIII. SERVICES NOT PROVIDED FOR

No claim for services furnished by Contractor not specifically provided for herein shall be honored by the County.

IX. INDEPENDENT CONTRACTOR

It is agreed by the parties that at all times and for all purposes hereunder, the relationship of the Contractor to the County is that of an independent contractor and not an employee or agent of the County.

X. COMPLIANCE WITH LAWS

In providing all services pursuant to this Agreement, the Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle the County to terminate this Agreement immediately upon delivery of written notice of termination to the Contractor.

XI. STATE TAX LAWS

The County shall not make final payment until the Contractor has made satisfactory showing that it has complied with the provisions of Minn. Stat. § 290.92 requiring the withholding

of state income tax from wages paid to the Contractor's employees and to employees of any subcontractors hired by the Contractor for work performed under this Agreement. The Contractor will provide the County with a letter stating the requirements have been met.

XII. SUBCONTRACTING AND ASSIGNMENTS

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

XIII. PAYMENT TO SUBCONTRACTORS

The Contractor shall comply with the provisions of Minn. Stat. § 471.425, subd. 4a, relating to prompt payment to subcontractors. The Contractor shall pay any subcontractor within ten (10) days of Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1½% per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for unpaid balance of \$100 or more is \$10. For unpaid balance of less than \$100, the Contractor shall pay the actual penalty due to the subcontractor. Any subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

XIV. CONFLICT OF TERMS AND CONDITIONS

If there is a conflict in the terms and conditions contained in this Agreement and the those contained in Exhibit A, the terms and conditions contained in this Agreement shall take precedence over those in Exhibit A.

XV. MODIFICATIONS

Any material alterations, modifications or variations of the terms of this Agreement shall be valid and enforceable only when they have been reduced to writing as an amendment and signed by the parties.

XVI. AFFIRMATIVE ACTION

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.

XVII. NON-DISCRIMINATION

The Contractor 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.

XVIII. DATA PRIVACY

In collecting, storing, using and disseminating data on individuals in the course of providing services hereunder, the Contractor agrees to abide by all pertinent state and federal statutes, rules and regulations covering data privacy, including, but not limited to, the Minnesota Data Practices Act and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration.

All data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing this Agreement is also subject to the provisions of Minn. Stat. § 13 et. seq. (the Minnesota Government Data Practices Act) and, pursuant to that statute, the Contractor must comply with the requirements of that statute as if it were a government entity. All remedies set forth in Minn. Stat. § 13.08 shall also apply to the Contractor. The Contractor is not required to provide public data to the public if that same data is available from the County, unless stated otherwise in this Agreement.

XIX. EARLY TERMINATION

This Agreement may be terminated by the County at any time, with or without cause, upon fourteen (14) days written notice delivered by mail or in person. Notice to Contractor shall be delivered to Contractor at the address first written above. If notices are delivered by mail, they shall be effective two (2) days after mailing.

Upon early termination by the County, the Contractor shall only be entitled to payment for services satisfactorily performed through the date of termination and shall not be entitled to any other payment and/or damages.

XX. DEFAULT AND REMEDY

Failure of the Contractor (including the failure of any employee or agent of the Contractor) to abide by any of the terms, conditions, or requirements expressed in this Agreement shall constitute a default if not properly corrected by the Contractor upon receipt of a notice of deficiency and a request for compliance from the County. In the event of a default by the Contractor, the County may cancel this Agreement by sending a written notice of cancellation to the Contractor at the address stated above, and may recover from the Contractor any damages sustained by the County which may directly or consequently arise out of the breach of this Agreement by the Contractor.

XXI. ENTIRE AGREEMENT

It is understood and agreed by the parties that the entire agreements of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the County and Contractor relating to the subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agree that this Agreement is the only and complete agreement regarding the subject hereof.

XXII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each one of which shall be deemed to be an original, but all such counterparts together shall constitute one and the same instrument.

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

COUNTY OF ANOKA

CONSERVATION CORPS MINNESOTA

By: _____
Rhonda Sivarajah
County Administrator

By: _____
Its: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM

By: _____

By: _____
Christine V. Carney
Assistant County Attorney

Its: _____

Dated: _____

Dated: _____



PROJECT REQUEST / SCOPE OF WORK

The CORPS and the PURCHASER have entered into an agreement to complete the project per the scope of work as derived from the originally submitted project request from:

Project Host Information

1. Project Contact Name: Andy Soltvedt
2. Project Contact Title: Operations & Visitor Services Manager
3. Agency: Anoka County Parks & Recreation
4. Phone Number: 763-324-3404
5. Email Address: andy.soltvedt@co.anoka.mn.us

Project Information

1. Project Name: 2020 Anoka County Parks Crew
2. Project Location: Various sites throughout the Anoka County Park System. Base location for dispatch to project locations will be the Park Maintenance Main Shop in Andover.
3. If applicable, project address: 1350 Bunker Lake Blvd, Andover, MN 55304
4. Project Purpose: To assist the Natural Resources and Parks Maintenance Units with implementing projects related to ecological restoration, horticulture, fisheries and wildlife management, soil stabilization, water resources management, and parks maintenance related projects.
5. Project Explanation: Ecological restoration: Remove invasive species, apply herbicide, site prep, Rx burning, seeding, planting, mowing, seed collection, propagation, recording data. Horticulture: Remove invasive species, pruning, tree removal, planting, mulching, plant division, fertilization, pest control, watering.
Fisheries and Wildlife management: stream habitat restoration, water quality monitoring, wildlife habitat restoration, wildlife surveys and monitoring, deer and goose management, trapping, special hunt monitoring, data collection.
Soil stabilization; Riparian area bioengineering using native plants, plant collection, planting, erosion control.
Water resource management: wetland restoration, plant inventories, monitoring, culvert repair and replacement, invasive species control, herbicide applications.
Parks maintenance: Painting/staining, roofing, sign installation and repair, landscaping, carpentry, trail and roadway repair, picnic table repair, tree removal, trail corridor maintenance, irrigation, cleaning.

Training Information

1. Project host able to provide training? Yes
2. Trainer(s): Glenn Fuchs, Natural Resources Specialist
3. Hours available for training: 8-10 Hours
4. Project host to provide site orientation, project overview and history, or other training for crew? Yes

Scheduling Information

1. Crew Type Requested: Young Adult Crew
2. Estimated Length of Project: Dedicated or Year-Long
3. Preferred Project Timeline: March-December
4. Can the project be completed intermittently? Yes

Project Equipment & Safety Information

1. Cell phones work in project area? Yes
 - a. If no, alternative communication options:
2. List all types of hand tools required for project: Pruners, shovels, sprayers, and spades.
3. List all types of power tools required for project: Chainsaws and brush saws.
4. Safety concerns or potential "watch-out" situations related to project. List any specialty safety equipment requirements: Personal Protective Equipment
5. Agency able to provide specialized tools? Yes
6. Alternate work plan in the event of adverse weather, if applicable: Various indoor work activities may apply.

Union Notification

1. Project funded by MN DNR? No
2. If yes, indicate union notification has been completed: Yes

EXHIBIT B
CONSTRUCTION/MAINTENANCE
(\$25,000 TO \$100,000)
INSURANCE REQUIREMENTS

Bidders/contractors/consultants (hereinafter referred to as the "Contractor") will procure and maintain for the duration of this Agreement/Contract (hereinafter referred to as the "Contract"), insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work herein by the contractor, its agents, representatives, employees or subcontractors. **ANOKA COUNTY CONTRACT NUMBER: C0007769.**

- 1.1 **Commercial General Liability and Umbrella Liability Insurance.** Contractors will maintain Commercial General Liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence.
 - 1.1.1 CGL Insurance will be written on ISO occurrence form CG 00 01 96 (or a substitute form providing equivalent coverage), and will cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract.
 - 1.1.2 **Anoka County**, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, and all its officers, agents, and consultants, are named as Additional Insured under the CGL, using ISO additional insured endorsement CG 20 10 10 01 and CG 20 37 10 01 or substitute providing equivalent coverage, and under the commercial umbrella, if any with respect to liability arising out of the contractor's work and services performed for the County. This coverage shall be primary to the Additional Insured.
 - 1.1.3 The County's insurance will be excess of the contractor's insurance and will not contribute to it. The contractor's coverage will contain no special limitations on the scope of protection afforded to the County, its agents, officers, directors, and employees.
 - 1.1.4 Coverage as required in paragraph in 1.1 above will include Per-Project General Aggregate Limit, using ISO form CG 25 03 (or a substitute form providing equivalent coverage).
 - 1.1.5 Waiver of Subrogation. Contractor waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Commercial General Liability or commercial umbrella liability insurance obtained by Contractor pursuant to Paragraph 1.1.
- 1.2 **Automobile Liability and Umbrella Liability Insurance.** Contractor will maintain automobile liability and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each accident.

- 1.2.1 Automobile insurance will cover liability arising out of any auto (including owned, hired and non-owned autos). If the Contractor does not own any vehicles, Anoka County will accept hired and non-owned autos with a letter from the Contractor stating that it does not own any autos.
 - 1.2.2 Coverage as required in paragraph in 1.2 above will be written on ISO form CA 00 01, or substitute form providing equivalent liability coverage. If necessary, the policy will be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later edition of CA 00 01.
 - 1.2.3 Waiver of Subrogation. Contractor waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Contractor pursuant to Paragraph 1.2 of this Exhibit.
- 1.3 **Workers' Compensation Insurance.** Contractor will maintain Workers' Compensation Insurance as required by the State of Minnesota and Employers Liability Insurance with a limits not less than \$500,000 Bodily Injury By Accident for each accident, not less than \$500,000 Bodily Injury By Disease each employee and not less than \$500,000 Bodily Injury By Disease policy limit.
- 1.3.1 If Contractor is not required by Statute to carry Workers' Compensation insurance, Contractor must provide a letter on their letterhead which includes:
 - 1.3.1.1 Provide evidence why the contractor is not required to obtain Workers' Compensation Insurance.
 - 1.3.1.2 A statement in writing which agrees to provide notice to Anoka County of any change in Contractor's exception status under the Minnesota State Statutes 176.041; and
 - 1.3.1.3 A statement which agrees to hold Anoka County harmless and indemnify the County from and against any and all claims and losses brought by Contractor or any subcontractor or other persons claiming injury or illness resulting from performance of work this contract.
 - 1.3.2 Waiver of Subrogation. Lessee waives all rights against Anoka County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the workers compensation and employer's liability or commercial umbrella liability insurance obtained by Lessee pursuant to Paragraph 1.4 of this Exhibit. Lessee will obtain an endorsement equivalent to WC 00 03 13 to affect this waiver.
- 1.4 **Builders' Risk Insurance.** Anoka County will maintain Builders' Risk Insurance for this project. Contractor will be responsible for the \$10,000.00 deductible.
- 1.5 **Other Insurance Provisions**
- 1.5.1 Prior to the start of this Contract, Contractor will furnish Anoka County with a completed copy of Anoka County's certificate of insurance form, which is

attached as part of this Exhibit, or as a certificate of insurance and copies of the endorsements, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

- 1.5.2 Cancellation and Material Change Endorsement shall be included on all insurance policies required by the County. Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to the County at the office and attention of the Certificate Holder. This endorsement supersedes the Standard Cancellation Statement on Certifications of Insurance to which this endorsement is attached.
- 1.5.3 **No Representation of Coverage Adequacy.** By requiring insurance herein, Anoka County does not represent that coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Anoka County in this Contract.
- 1.5.4 Failure of Anoka County to demand such certification or other evidence of full compliance with these insurance requirements or failure of Anoka County to identify deficiency from evidence that is provided will not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.5.5 Failure to maintain the required insurance may result in termination of this Contract at Anoka County option.
- 1.5.6 Contractor will provide certified copies of all insurance policies required herein within 10 days if requested in writing by Anoka County.
- 1.5.7 Cross-Liability coverage. If Contractor's liability does not contain the standard ISO separation of insured provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
- 1.5.8 Any policy written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy proceeds the effective dates of this contract; and that continuous coverage will be maintained or extended discovery period of 2 years beginning from the time that work under the contract is completed.
- 1.5.9 Acceptability of Insurer(s). Anoka County reserves the right to reject any insurance carriers that are rated less than: A.M. Best rating of A: IV.

COUNTY BOARD ACTION ITEM 2 – CONTRACT AWARDS – BUNKER BEACH WAVE POOL REPLACEMENT PROJECT

Parks Committee

Committee Date: March 10, 2020

County Board Date: March 24, 2020

Action Requested

For the Committee to recommend to the County Board to Award three contracts totaling \$5,448,600 for the construction phase of the Bunker Beach Replacement Project.

Previous Committee / County Board Action

February 2018: Bunker Beach Renovation Project

August 2018: Bunker Beach Tour

April 2019: Bunker Beach Water Park Feasibility Analysis Update

May 2019: Bunker Beach Water Park Feasibility Analysis Update

July 2019: Bunker Beach Water Park Feasibility Analysis Update

September 2019: Award of Contract – Bunker Beach Water Park Professional Services

November 2019: Approval of Schematic Design and authorization to Proceed with Design Development / Bid Documents

December 2019: Authorization to Bid – Bunker Beach Wave Pool Replacement Project

Background / Analysis

Bids for the Bunker Beach Wave Pool Replacement Project were solicited in January and February 2020. The bid opening was held on February 14 and five vendors submitted bids for the project. The lowest responsible bidder for Category 1: Buildings Construction was Ebert Inc, from Corcoran, MN with a total base bid of \$2,123,000. The responsible bidder for Category 2: Wave Pool Construction was Global Specialty Contractors, from Eagan, MN with a total base bid of \$2,967,700. The lowest responsible bidder for Category 3: Septic Installation was Septic Check, from Milaca, MN with a base bid of \$188,700. The total base bid amount is \$5,279,400.

The Parks Department also recommends the following identified project alternates bids:

- Category 1 / Alternate 6: Concession Building Ventilation in the amount of \$33,500 to Ebert Inc.
- Category 2 / Alternate 2: Lazy River Chemical Tanks in the amount of \$10,000 to Global Specialty Contractors.
- Category 2 / Alternate 3: Lazy River Pool Plaster Finish and Tile Replacement in the amount of \$67,700 to Global Specialty Contractors.
- Category 2 / Alternate 5: Replacement of Adventure Pool and Twisted Towers Pool Heating in the amount of \$58,000 to Global Specialty Contractors.

The total recommended alternates bid amount is \$169,200.

The Finance and Parks Department recommends awarding the Category 1: Buildings Construction and Alternate 6 Concession Building Ventilation in a total contract amount of \$2,156,500 to Ebert Inc. Category 2: Wave Pool Construction and Alternates 2, 3, and 5 in the amount of \$3,103,400 to Global Specialty Contractors. Category 3: Septic Installation in the amount of \$188,700 to Septic Check. The recommended Wave Pool Replacement construction total is \$5,448,600.

Total funding for this project is \$6,533,824 provided through the Metropolitan Council Trails and Legacy Grant and the Anoka County Capital Investment Budget. Construction will start September 8, 2020.

Conclusion / Recommendation

For the Committee to recommend to the County Board to award the following Wave Pool Replacement construction contracts to:

- C0007811 in the amount of \$2,156,500 to Ebert Inc.
- C0007812 in the amount of \$3,103,400 to Global Specialty Contractors.

- C0007813 in the amount of \$188,700 to Septic Check.

Supporting Documents

Quote Tabulation Sheet

Lead Staff

Jeff Perry, Parks Director

Cory Hinz, Recreation Services Manager

Category 1 - Restroom and Maintenance Building	Base Bid	Sand Play Alt 4	Conc. Vent Alt 6	Excavation UP 1	Import UP 2
Donlar Construction	\$2,632,000	\$160,000	\$35,000	\$44	\$62
Versacon	\$5,645,000	\$117,000	\$33,000	\$21	\$30
Ebert Construction	\$2,123,000	\$110,000	\$33,500	\$24.50	\$24.50

Category 2 - Wave Pool	Base Bid	LR Tower Paint Alt 1	Chemical Tanks Alt 2	Pool Plaster Alt 3	Pool Heaters Alt 5	LR Motor Alt 7	Excavation UP 1	Import UP 2
Versacon	No Bid	\$221,000	\$9,000	\$120,000	\$55,700	\$25,000	No Bid	No Bid
Global Specialty	\$2,967,700	\$322,000	\$10,000	\$67,700	\$58,000	\$21,500	\$29	\$38
Ebert Construction	\$3,333,000	\$305,500	\$12,500	\$119,000.00	\$59,300.00	\$28,000	\$24.50	\$24.50

Category 3 - Septic	Base Bid	Excavation UP 1	Import UP 2
Septic Check	\$188,700	\$75	\$75

Summary - Apparent Low Bid Total	Alt 1	Alt 2	Alt 3	Alt 4	Alt 5	Alt 6	Alt 7
Ebert	NA	NA	NA	No	NA	\$33,500	NA
Global Specialties	Hold	\$10,000	\$67,700	NA	\$58,000	NA	No
Septic Check	NA	NA	NA	NA	NA	NA	NA
Sub-Total	\$5,279,400						
Alternates	\$169,200						
Total with Alternates	\$5,448,600						

Summary - Versacon With Alternates	Base Bid	Alt 1	Alt 2	Alt 3	Alt 4	Alt 5	Alt 6	Alt 7
Versacon	\$5,645,000	Hold	\$9,000	\$120,000	No	\$55,700	\$33,000	No
Sub-Total	\$5,645,000							
Accepted Alternates	\$217,700	Does not include Alt 1, Alt 4, and Alt 7						
Total with Alternates	\$5,862,700							

11.05.2020 Estimate

Restroom and Maintenance Facilities	\$1,208,401	\$1,208,401
Wave Pool	\$3,217,750	\$3,217,750
Support (Deck/Shade)	\$263,095	\$263,095
Site Construction	\$278,869	\$278,869
Asset Preservation	\$336,000	\$336,000
FFE	\$133,857	\$0
Owner Costs	\$537,358	\$0
Contingency/Inflation	\$555,893	\$190,049 Inflation Component
	\$6,531,223	\$5,494,164 Project came in \$45,564 below budget without Alternates 1, 4, and 7

For budgeting purposes:		
Total with Alternates	\$5,448,600	
Contingency for Construction	\$411,408	\$365,844 Original Construction Contingency
Total Budget for Construction	\$5,860,008	\$45,564 Remaining contignecy from Inflation



Category 3

QUOTE/BID TABULATION

PROJECT NAME Bunker Beach Wave Pool - Category 3 - Septic System

VENDOR	Bid Security (if Applicable)	Addenda (x)	Responsible Contractor Form (if Applicable)	Base Bid - Septic System	Unit Price No 1 - Additional Excavation of Unsuitable Soils	Unit Price No 2 - Import of Engineered Fill
Versa Con						
Septic Check	✓	1-2-3		\$ 188,700	\$ 75	\$ 75

COUNTY BOARD ACTION ITEM 3 – BID AWARD – BUNKER BEACH PARKING LOT RECONSTRUCTION

Parks Committee

Committee Date: March 10, 2020

County Board Date: March 24, 2020

Action Requested

For the Committee to recommend to the County Board to award a contract for the Bunker Beach Parking Lot Reconstruction Project to Northwest Asphalt of Shakopee, MN, in the amount of \$389,037.99.

Previous Committee / County Board Action

July 2019 – Action to Reject Bids for project for being over-budget
May 2019 – Authorization to Bid
January 2019 – 10-year project forecast

Background / Analysis

The Bunker Beach parking lot reconstruction includes improvements to the entrance and exist drives, repaving the existing parking lot, adding 39 parking spaces, and expanding infiltration basins to address storm water management.

The project was bid in 2019, but bids were rejected for being too high. Staff reworked the project to reduce the scope slightly and the County reissued a Request for Bids in January 2020.

Bids were opened on February 19 at 3pm. There were 7 bids received, with the lowest, most responsible bidder being Northwest Asphalt with a base bid amount of \$389,037.89, with no alternates. The construction estimate was \$500,000.

The project is being funded through a Metropolitan Council's Parks and Trails Legacy Grant.

Construction is anticipated to occur in September 2020.

Conclusion / Recommendation

For the Committee to recommend to the County Board to award a contract (Anoka County #C0007192) for the Bunker Beach Parking Lot Reconstruction Project to Northwest Asphalt of Shakopee, MN, in the amount of \$389,037.99.

Supporting Documents

Bid Tabulation

Lead Staff

Danielle Sanborn, Landscape Architect



Anoka County

FINANCE & CENTRAL SERVICES DIVISION

Respectful, Innovative, Fiscally Responsible

Date: 02/19/2020

Time: 3pm

QUOTE/BID TABULATION

PROJECT NAME

Bunker Beach Parking Lot and Trails Reconstruction Project

VENDOR	Bid Security (If Applicable)	Addenda (x)	Responsible Contractor Form (if Applicable)	Bid Total	Notes
Northwest Asphalt Inc.	X	X	—	# 389,037.89	
North Valley Inc.	X	X	—	# 416,337.70	
Park Construction Company	X	X	—	# 519,999.10	
Forest Lake Contracting	X	X	—	# 606,040.50	
Meyer Contracting	X	X	X	# 548,184.22	
Bituminous Roadways Inc.	X	X	—	# 520,868.30	
Peterson Companies	X	X	X	# 467,130.37	

COUNTY BOARD ACTION ITEM 4 – CONTRACT AWARD – RICE CREEK MAINTENANCE FACILITY SANITARY SEWER CONSTRUCTION

Parks Committee

Committee Date: March 10, 2020

County Board Date: March 24, 2020

Action Requested

For the Committee to recommend to the County Board to award a contract for the Rice Creek Maintenance Facility Sanitary Sewer Construction Project to Septic Check from Milaca, MN, for a total contract amount of \$138,154.03.

Previous Committee / County Board Action

October 2019 – Bid award for building construction
June 2019 – Project Update
May 2019 – Building Concept Plan Informational Item
February 2019 – Architectural Services Contract Authorization

Background / Analysis

Ebert Construction is anticipated to complete the building portion of the project Spring of 2020. The final piece of the project will be the installation of a sanitary sewer connection between the new building and the existing sanitary sewer service. A Request for Quote was issued, and 4 quotes were received. Parks Staff is requesting the County award a contract to Septic Check for the construction of the project. While Septic Check was not the lowest responsible quoter, Park Staff believe they will provide the best service and value for the County.

Conclusion / Recommendation

For the Committee to recommend to the County Board to award a contract for the Rice Creek Maintenance Facility Sanitary Sewer Construction Project to Septic Check from Milaca, MN, for a total contract amount of \$138,154.03.

Supporting Documents

Bid Tabulation

Lead Staff

Jake Thompson, Landscape Planner

COUNTY BOARD ACTION ITEM 5 – RESOLUTION ACCEPTING GIFT FROM WARNER NATURE CENTER OF A BARRED OWL AND \$200 DONATION TO SUPPORT THE OWL

Parks Committee

Committee Date: March 10, 2020

County Board Date: March 24, 2020

Action Requested

To consider recommending to the County Board the adoption of Resolution #2020-PRK05 accepting a donation of an owl and \$200 from the Warner Nature Center.

Previous Committee / County Board Action

N/A

Background / Analysis

The Warner Nature Center closed at the end of 2019. Their captive animals were given to qualified and interested nature centers around the state. Wargo Nature Center was the recipient of their Barred owl. Warner Nature Center is distributing the remaining funds in their animal care fund to the nature centers that received animals. This \$200 donation will go towards care of the barred owl as well as the other captive animals at Wargo Nature Center (two snakes, turtle, frog and toad).

The barred owl will be used for various education programs, special events, and will serve as a unique attraction to visitors at Wargo Nature Center.

Conclusion / Recommendation

Consider authorizing Resolution #2020-PRK05

Supporting Documents

Resolution #2020-PRK05

Lead Staff

Lisa Gilliland

Cory Hinz, Recreation Services Manager

BOARD OF COUNTY COMMISSIONERS

Anoka County, Minnesota

DATE: MARCH 24, 2020

RESOLUTION #2020-PRK05

RESOLUTION ACCEPTING DONATION OF A BARRED OWL AND \$200 FOR CAPTIVE CARE

WHEREAS, the Warner Nature Center donated \$200; and

WHEREAS, Minn. Stat 465.03 requires the county to accept gifts by resolution expressed in terms prescribed by the donor.

NOW, THEREFORE, BE IT RESOLVED that the Anoka County Board of Commissioners hereby accepts the gift of money from the Warner Nature Center

BE IT FURTHER RESOLVED that the Anoka County Board of Commissioners hereby wishes to extend its grateful appreciation to Warner Nature Center for their generous and valued donation to the Parks Department.

COUNTY BOARD ACTION ITEM 6 – AUTHORIZATION OF GRANT AGREEMENT – CONSERVATION PARTNERS LEGACY GRANT – RUM RIVER REVETMENT PROJECT

Parks Committee

Committee Date: March 10, 2020

County Board Date: March 24, 2020

Action Requested

For the Committee to recommend to the County Board to authorize a grant agreement for \$185,000 from the Conservation Partners Legacy Grant Program (Anoka County Contract #C0007730) for cedar revetment erosion control along the Rum River.

Previous Committee / County Board Action

2018 – Authorization to Submit Funding Request

Background / Analysis

In December 2018, the Parks Department submitted a funding request to the Minnesota Legacy Fund for a Rum River Conservation Initiative in Anoka County. Minnesota’s Legacy Fund is charged with making annual recommendations to the Minnesota Legislature for appropriations from the Outdoor Heritage Fund (OHF). Part of the OHF is the Conservation Partners Legacy (CPL) Grant Program which funds conservation projects that restore, enhance, or protect forests, wetlands, prairies, and habitat for fish, game, and wildlife in Minnesota. The CPL Program has been recommended by the L-SOHC to (and approved by) the MN Legislature annually since 2009.

The Parks Department has submitted a funding request as a portion of a large-scale conservation project along the Rum River in Anoka County that includes riverbank stabilization projects on the Rum River, water quality enhancements, and fish and wildlife habitat improvements. The CPL grant will provide streambank stabilization in eroding areas along the Rum River using cedar revetments. Eastern Red Cedar trees are anchored into the streambank extending along the slope. The cedar trees provide a dense armor, reduce erosion and provide near shore habitat. Live willow stakes and other vegetation is inter-planted to further protect and enhance the streambank.

Conclusion / Recommendation

For the Committee to recommend to the County Board to authorize a grant agreement for \$185,000 from the Conservation Partners Legacy Grant Program (Anoka County Contract #C0007730).

Supporting Documents

Conservation Partners Legacy Grant Contract
Project Work Plan

Lead Staff

Andy Soltvedt, Operations & Visitor Services Manager

**CONSERVATION PARTNERS LEGACY GRANT PROGRAM
ENCUMBRANCE WORKSHEET**

Anoka County Parks/ Rum River Revetments Phase 1

State Accounting information:

SWIFT Contract Doc. Type: _____ SWIFT Contract #: 173107
 SWIFT Contract Line # (Annual Plans): _____ SWIFT Purchase Order #: 3-167257

Agency: R2901	Submitted By: Kathy Varble	Origin: A24	Vendor #: 0000195348	Category Code: 84101501
Total Amount of Contract for ALL years: \$185,000		Total Amount of Contract: \$ 185,000		For FY: 20
Total Amount of Contract:		For FY:	Total Amount of Contract: \$	For FY:

Contract Start Date: Upon Execution Speedchart Name: _____
 Contract Expiration Date: June 30, 2023 Speedchart Number: _____

Grantee Name and Address: Anoka County Parks
550 Bunker Lake Blvd
Andover, MN 55304

- Did you remember to:
- Check for debarred vendor? Yes No
 - Check for annual plan limit? Yes No
 - Work on state lands? Yes No

PO Reference: **KLV-FY20 CPL Rum River Revetments Phase 1**

Description: **FY2020 CPL 1; Anoka County Parks, Rum River Revetments Phase 1. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.**

Statewide/ Agency Reporting Funding String

Line	Budget/ Bond Year	Amount	Fund	FinDeptID	AppropID	Account	Statewide Cost	Agency Cost 1	Agency Cost 2
1	20	\$185,000	2300	R2936725	R296422	441302		2W205	

Project/ Grant Reporting Funding String

Line	PC Business Unit	Project	Activity	Source Type	Category	Sub-Category

State Accounting Information PO Number: _____

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STATE OF MINNESOTA
CONSERVATION PARTNERS LEGACY GRANT PROGRAM
GRANT CONTRACT
Anoka County Parks/ Rum River Revetments Phase 1

This grant contract is between the State of Minnesota, acting through its Commissioner of Natural Resources, ("State") and Anoka County Parks, 550 Bunker Lake Blvd, Andover, MN 55304 ("Grantee").

Recitals

1. Under Minnesota Laws 2019, First Special Session, Chapter 2, Article 1, Section 2, Subd. 5(p), and Minnesota Statute § 84.026 the State is empowered to enter into this grant.
2. The State is in need of habitat work on public lands to improve habitat for fish, game, and wildlife and to improve public recreational opportunities.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd. 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

- 1.1 **Effective date:** The date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5. Per, Minn.Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**
- 1.2 **Expiration date:** **June 30, 2023**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract: 2.5. Signage; 11. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property Rights; 15. Data Compatibility and Availability Requirements; 16. Publicity and Endorsement; 17. Governing Law, Jurisdiction, and Venue; 23. Data Disclosure; and 24. Use of Funds for Match or Reimbursement.

2 Duties

Grantee's Duties

The Grantee, who is not a state employee, will:

- 2.1 Comply with required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).
- 2.2 Perform each of the duties outlined in Attachment A, Work Plan, which is attached and incorporated into this grant contract. Any changes to the Work Plan must have prior written approval from the State's Authorized Representative.
- 2.3 Apply for and receive all necessary approvals and permits to complete the project and comply with all applicable local, state and federal laws, ordinances, rules, and regulations. This includes all legal restrictions and requirements contained in Minnesota Laws 2019, First Special Session, Chapter 2, Article 1, Section 2, Subd. 5(p), and Minnesota Statute 97A.056.
- 2.4 Meet all grant program requirements, as described in the *Conservation Partners Legacy Grant Program (CPL) Request for Proposal*, which is incorporated into this grant contract by reference. The *Request for Proposal (RFP)* may be located at https://files.dnr.state.mn.us/fish_wildlife/cpl/rfp.pdf.
- 2.5 Erect signage in accordance with Minnesota Laws 2009, Chapter 172, Article 5, Section 10, and MN Statute 97A.056. Signs have been designed and created and will be ordered and mailed to Grantee towards the end of the grant period. Grantee is not responsible for the cost of signs but is responsible for placing signs according to MN Laws.
- 2.6 Submit a progress report based on expenditures made and work performed during the previous year, in a form prescribed by the State, by December 31 of each year during the term of this grant contract. A final report must

be submitted prior to or with the request for final payment.

- 2.7 To provide match as pledged in the approved Work Plan in non-state cash or in-kind services for the costs incurred for the completion of the Project.
- 2.8 Follow all Invasive Species regulations, policies and procedures of the Department of Natural Resources (DNR) to prevent or limit the introduction, establishment, and spread of invasive species (see section 4.2). This requirement applies to all activities performed on all lands under this grant contract and is not limited to lands under DNR control or public waters.

State's Duties

- 2.9 To provide Grantee up to \$185,000 for the costs incurred for the completion of the Project.
- 2.10 For grants over \$50,000, the State's Authorized Representative(s) or other designated State Representative will conduct at least one monitoring visit per grant period. For grants over \$250,000, these visits will be on an annual basis. A monitoring visit may be in person or by telephone.

3 Time

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

4 Project Requirements

- 4.1 **Vegetation Requirements.** All projects funded in whole or in part by this grant use only seed mixes or plant lists approved by the Land Manager of the project site. Approval by land manager should be kept on file by grantee for auditing purposes.
- 4.2 **Invasive Species Prevention.** The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during all activities performed on all lands under this grant contract. The grantee and/or hired contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by grantee/contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The grantee/contractor shall dispose of material cleaned from equipment and clothing at a location determined by the land manager. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The grantee/contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

- 4.3 **Project Sites.** All restoration and enhancement projects funded with this grant must be on land permanently protected by a conservation easement or public ownership or in public waters as defined in Minnesota Statutes, section 103G.005, subdivision 15.
- 4.4. **Restoration and Management Plan.**
 - (a) For all restorations, prepare and retain an ecological restoration and management plan that, to the degree practicable, is consistent with current conservation science and ecological goals for the restoration site. Consideration should be given to soil, geology, topography, and other relevant factors that would provide the best chance for long-term success and durability of the restoration. The plan shall include the proposed timetable for implementing the restoration, including, but not limited to, site preparation, establishment of diverse plant species, maintenance, and additional enhancement to establish the restoration; identify long-term maintenance and management needs of the restoration and how the maintenance, management, and enhancement will be financed; and use the current conservation science to achieve the best restoration.
 - (b) The Restoration and Management Plan shall be prepared on a form provided by the State's Authorized

Representative.

- 4.5 **Timely written contact of Conservation Corps Minnesota.** All grantees must give consideration to and make timely written contact with the Conservation Corps Minnesota or its successor for consideration of possible use of their services to contract for restoration and enhancement services. A copy of the written contact must be filed with the State's Authorized Representative within 10 days of grant execution.
- 4.6 **Pollinator Best Management Practices.** Habitat restorations and enhancements conducted on DNR lands and prairie restorations on state lands or on any lands using state funds are subject to pollinator best management practices and habitat restoration guidelines pursuant to Minnesota Statutes, section 84.973. Practices and guidelines ensure an appropriate diversity of native species to provide habitat for pollinators through the growing season. Current specific practices and guidelines to be followed for contract and grant work can be found here: http://files.dnr.state.mn.us/natural_resources/npc/bmp_contract_language.pdf.
- 4.7 **Prescribed Burning on State Lands.** For prescribed burns on state lands, contractors must meet the equipment and personnel requirements (including training and experience) called for in the prescribed burn plan provided by the State. Requirements can be found at https://files.dnr.state.mn.us/forestry/wildfire/rxfire/prescribedBurn_Handbook2010.pdf.
- 4.8 **Revenues.** Any revenues generated during the grant period from activities on land acquired, restored, or enhanced with CPL funding must be disclosed to CPL staff and used for habitat purposes to be agreed upon.

5 Additional Restrictions

CPL funded projects may not be used as future mitigation for any loss or destruction of habitat.

6 Consideration and Payment

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

(a) **Compensation.** The Grantee will be paid according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this grant contract. Partial payments are allowed. Grantees may vary by 10% between budget categories without prior approval from the State's Authorized Representative. Reasonable amounts may be advanced to accommodate cash flow needs or to match federal share. The advances must be approved in the Work Plan.

(b) **Travel Expenses.** Payment for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will not exceed \$; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$185,000.

6.2 Payment

(a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted, on or before **4 pm local time, July 25, 2023**. Invoices must include copies of appropriate documentation to prove the work has been completed. Invoices must be submitted in a timely manner and in the manner described in the CPL Payment Manual, which is incorporated into this grant contract by reference and can be found at:

http://files.dnr.state.mn.us/assistance/grants/habitat/lessard_sams/grantee/payment_manual.pdf

(b) **Hold Back.** No less than 5% of the amount of the grant must be held back from payment until the grant recipient has completed a grant accomplishment report by the deadline in the form prescribed by and satisfactory to the State and LSOHC.

(c) **Direct Expenditures.** Grant and match funds may only be used for the eligible direct expenditures as described in the approved Work Plan. Indirect costs and institutional overhead costs are ineligible.

(d) **Match Requirements Met.** All match requirements must have been fulfilled by the Grantee prior to final payment by the State.

(e) **Federal Funds.** No Federal funds will be used.

6.3 **Work assigned to the State.** The Grantee may provide portions of the proceeds of this contract to the State. Work done by the State must be so specified in the Work Plan. A letter shall be sent to the State's Authorized Representative and include: the specific area of the Work Plan authorizing the work; the portion of the proceeds to be used by the State; the name, title, address, phone number and e-mail address for the State's representative assigned to accomplish the work; the expected completion date of the work; and a brief description of the nature of the work sufficient as the basis for judgment of whether or not the work was accomplished. If the work authorized by the Grantee is acquisition of land or an interest in land, the amount made available to the State shall include the Grantee's proportionate cost of professional services to complete the acquisition. The Grantee's proportion shall be determined by the ratio of its contribution to the acquisition price as a portion of the whole acquisition price. The Grantee's proceeds available under Clause 8, Payment Procedures, of this contract shall be reduced by the amount provided for State use.

6.4 **Contracting and Bidding Requirements.**

(a) **Municipalities.** Per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.

i. If the amount of the contract is estimated to exceed \$175,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).

ii. If the amount of the contract is estimated to exceed \$25,000 but not \$175,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).

iii. If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).

(b) **Nonprofit Organizations.**

i. Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

ii. Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three verbal quotes or bids.

iii. Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two verbal quotes or bids or awarded to a targeted vendor.

iv. The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List
 - Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program
 - Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program
- v. The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

(c) **Support documentation.** Documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable, for both municipalities and nongovernmental organizations.

(d) **Prevailing wage.** For any project that includes construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals. Additional information on prevailing wage requirements is available on the Department of Labor and Industry (DOLI) website at <http://www.dli.mn.gov/LS/PrevWage.asp>. Questions about the application of prevailing wage rates should be directed to DOLI at 651-284-5091. The Grant recipient is solely responsible for payment of all required prevailing wage rates.

(e) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

7 Conditions of Payment

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

8 Payment Procedures

8.1 Documentation Requirements. To obtain the payment approved for work under this grant contract, the grantee must follow all payment procedures documented within the CPL Payment Manual.

8.2 Acquisition Documentation Requirements. Eligible costs incurred in the purchase of real property or an interest in real property must have documentation submitted when asking for reimbursement. See *CPL Payment Manual, Land Acquisition Procedures for Lands Not to be Conveyed to DNR and Land Acquisition Procedures for Lands to be Conveyed to DNR* for documentation requirements.

9 Authorized Representative

The State's Authorized Representatives:

Kathy Varble
CPL Program Coordinator
500 Lafayette Road Box #20
St. Paul, MN 55155
651-259-5216
kathy.varble@state.mn.us

or successor(s) have the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative(s) are:

Project Manager	Fiscal Contact
------------------------	-----------------------

Glenn Fuchs	Glenn Fuchs
NR Specialist	NR Specialist
550 Bunker Lake Blvd	550 Bunker Lake Blvd
Andover, MN 55304	Andover, MN 55304
glenn.fuchs@co.anoka.mn.us	glenn.fuchs@co.anoka.mn.us
763-324-3413	763-324-3413

If the Grantee's Authorized Representative(s) changes at any time during this grant contract, the Grantee must immediately notify the State.

10 Assignment, Amendments, Waiver, and Grant Contract Complete

- 10.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.
- 10.2 **Amendments.** Any amendment to this grant 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 grant contract, or their successors in office.
- 10.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.
- 10.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

11 Liability and Insurance

- 11.1 **Liability.** The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.
- 11.2 **General Insurance Requirements.** The Grantee shall not commence work under the contract until proof of insurance or compliance with insurance requirements has been met. The Grantee must meet the program insurance requirements as detailed at http://files.dnr.state.mn.us/assistance/grants/habitat/cpl/insurance_requirements.pdf.
- 11.3 **Worker's Compensation.** The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 In the Event of a Lawsuit

- 12.1 An appropriation or portion of an appropriation from a legacy fund is canceled to the extent that a court determines that the appropriation unconstitutionally substitutes for a traditional source of funding.
- 12.2 Any grant contract or similar contract that awards money from a legacy fund must contain the information in paragraph 11.1, Liability.

13 State Audits

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

14 Government Data Practices and Intellectual Property Rights

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

14.2 **Intellectual Property Rights.**

(a) **Intellectual Property Rights.** All rights, title, and interest to all intellectual property rights, including all copyrights, patents, trade secrets, trademarks, and service marks in the works and documents funded through the State of Minnesota Conservation Partners Legacy Grant Program, shall be jointly owned by the Grantee and the State. Works shall mean all inventions, improvements, or discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes or disks, conceived, reduced to practice, created, or originated by the Grantee, its employees and subcontractors, either individually or jointly with others, in the performance of this contract. Documents shall mean the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Grantee, its employees, or subcontractors, in the performance of this contract. The ownership interests of the State and the Grantee in the works and documents shall equal the ratio of each party's contributions to the total costs described in the Budget of this contract. The party's ownership interest in the works and documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the works and documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the works and documents.

(b) **Obligations**

1. **Notification:** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time, or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this contract, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

2. **Representation:** The Grantee shall perform all acts, and take all steps, necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Grantee and the State as agreed herein, and that no Grantee employee, agent, or contractor retains any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works and Documents infringe upon the intellectual property rights of others. The Grantee shall 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 the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or

license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works and Documents necessary and appropriate to obviate the claim. This remedy shall be in addition to, and not exclusive of, other remedies provided by law.

(c) **Uses of the Works and Documents.**

The State and Grantee shall jointly have the right to make, have made, reproduce, modify, distribute, perform, and otherwise use the works, including Documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contract between the parties.

(d) **Possession of Documents.**

The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

15 Data Compatibility and Availability Requirements

15.1 **Data Compatibility.** Data collected by the Projects funded under this contract that have value for planning and management of natural resources, emergency preparedness, and infrastructure investments shall conform to the enterprise information architecture developed by the Office of Enterprise Technology (or its successor). Spatial data must conform to geographic information system guidelines and standards outlined in that architecture and adopted by the Minnesota Geographic Data Clearinghouse at the Land Management Information Center. A description of these data that adheres to the Office of Enterprise Technology (or its successor) geographic metadata standards shall be submitted to the Land Management Information Center to be made available online through the clearinghouse and the data must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, Chapter 13.

15.2 **Data Availability.** To the extent practicable, summary data and results of projects funded by this grant program should be readily accessible on the Grantee's website and identified as a Lessard-Sams Outdoor Heritage Council and Conservation Partners Legacy Grant Program project.

16 Publicity, Advertising and Endorsement

16.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State and L-SOHC as the sponsoring agency. A copy of any publicity shall be furnished to the State's Authorized Representative upon its release. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

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

17 Governing Law, Jurisdiction, and Venue

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

18 Accessibility and Safety

18.1 **Accessibility.** Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines, including the American with Disabilities Act (ADA). Accessibility guidelines and standards can be found at <http://www.access-board.gov>.

18.2 **Safety.** All programs must adhere to federal safety regulations, which can be found on the Occupational Health and Safety Administration's website at www.osha.gov/law-regs.html.

19 Subgrantees/ Vendor Services

If any subgrants or contracts for any portion of the work covered under this grant contract are made to another entity, the contract with the subgrantee or contractor will contain all appropriate provisions of this grant contract. It is recommended that all Subgrantees/Contractors carry the same insurance as the Grantee.

Subgrantee or Vendor services must follow requirements listed in the *Conservation Partners Legacy Grant Program (CPL) Request for Proposal*, located at https://files.dnr.state.mn.us/fish_wildlife/cpl/rfp.pdf as applicable.

20 Purchase of Recycled or Recyclable Materials

The purchase of recycled, repairable, and durable materials must be in compliance with Minn. Stat. § 16B.121. The purchase and use of paper stock and printing must be in compliance with Minn. Stat. 16B.122.

21 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

21.1. The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

21.2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.

22 Termination

22.1 **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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

23 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

24 Use of Funds for Match or Reimbursement

Grant funds cannot be used by the Grantee as match or for reimbursement for any other grant or program without prior written authorization from the State's Authorized Representative.

(a) The Grantee must submit a written request for authorization no less than 10 business days prior to applying for the new funds or program to the State's Authorized Representative. This request must include the following information: CPL project name, CPL grant contract number, the amount of CPL grant funds to be used, location where CPL grant funds were or will be used, activity the grant funded, and current landowner. The project name, location where the new funds will be used, activity to be funded, funding source of the new grant or program, and a brief description of the grant or program being applied for must also be included.

(b) If the new grant or program will add any encumbrances to the land where grant funds were or will be spent, these encumbrances must be approved in writing by the State's Authorized Representative and the current landowner.

25 Conflict of Interest

Under the Minnesota Department of Administration's Office of Grants Management Conflict of Interest Policy for State Grant Making (available at http://mn.gov/admin/images/grants_policy_08-01.pdf) and other applicable laws, Grantees must disclose actual, potential, perceived, and organizational conflicts of interest.

State Accounting Information PO Number: _____

1. STATE ENCUMBRANCE

VERIFICATION

3. STATE AGENCY

Individual certifies that funds have been encumbered as required by Minn. Stat. '§ 16A.15 and 16C.05.

By: Mary Javelle

Date: 2-26-2020

Purchase Order Number:

3000167257

Contract #: 173107

3. DEPARTMENT OF NATURAL RESOURCES

By: _____
with delegated authority

Name: David Olfelt

Title: Director, Division of Fish and Wildlife

Date: _____

2. GRANTEE

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

By: _____

Name: _____

Title: _____

Date: _____



DEPARTMENT OF NATURAL RESOURCES

DIVISION OF FISH AND WILDLIFE CONSERVATION PARTNERS LEGACY GRANT

Revision: 20191104

Data Date: December 17, 2019

PROJECT CONTACT

Project Name: Rum River Revetments Phase 1
Organization Name: Anoka County Parks
Organization Type: Government
Mailing Address 1: 550 Bunker Lake Blvd
City, State ZIP Code: Andover, MN 55304

Project Manager: Glenn Fuchs
Title: NR Specialist
Phone: 763-324-3413
Email: glenn.fuchs@co.anoka.mn.us

PROJECT OVERVIEW

Sites / Location

County Name: Anoka
Project Site Name: Rum River
Total Project Sites: 5
Total Project Acres: 4

Land Ownership

Primary Land Ownership: Public Water
Additional Land Ownerships: (N/A)

Habitat

Primary Type: Fish, Game or Wildlife Habitat
Additional Types: (N/A)

Activities

Primary Activity: Enhancement
Additional Activities: (N/A)

PROJECT FUNDING SUMMARY

Grant Type: Metro
Grant Request Level: Over \$25,000

Total Grant Amount Requested:	\$185,000
Total Match Amount Pledged:	\$18,500
Additional Funding Amount:	\$0
Total Project Cost:	\$203,500

PROJECT SUMMARY

The Rum River is one of the most important ecological and water resources in the north metro and is a major focus of our Anoka County Park system. The Rum River WRAPS has two goals for the lower reaches of the Rum River: Reduce TP, and maintain MPCA Stream Habitat Assessment (MSHA) score as "Good." Streambank stabilization is the top strategy for addressing these goals. To identify potential sites, Anoka Conservation District (ACD) inventoried 80 moderate to very severely eroding streambanks on the Rum River in Anoka County. Anoka County then collaborated with ACD to develop a 5-year, 2-phase plan to secure grants for stabilization projects. The plan utilizes Clean Water Funds (CWF), Lessard-Sams Outdoor Heritage Council Funds (LSOHC), and Conservation Partners Legacy funds (CPL) for projects of varying severity and environmental outcomes. Projects on large cut banks will be addressed with CWF and LSOHC funds and will have larger water quality benefits. CPL funds will be used for addressing moderate erosion in a way that focuses on habitat creation.

PROBLEM STATEMENT

The Rum River Watershed Restoration and Protection Strategy (WRAPS) has identified riparian habitat restoration and enhancement as a high priority. Managers from multiple agencies have noted disconnected riparian forests and shore habitat, as well as riverbank erosion. An erosion inventory report on the Rum River completed by ACD shed light on over 7 miles of moderate to very severe erosion, prompting Anoka County to pledge significant financial support and collaborate with ACD on a multi-phase, multi-grant plan to correct this systemic issue. This project aims to address shore habitat deficiency and bank erosion, which affect fish, wildlife and the overall condition of the water, on up to 3,600 feet of moderately eroding Rum River bank that primarily borders public lands.

The Rum River is facing increased streambank erosion due in part to flashy and increasing flows. Causes include additional impervious surfaces, rural drainage improvements and increases in annual precipitation. In 2019, the Rum River remained in

PROBLEM STATEMENT *(Continued)*

spring flood stage well into mid-summer. In addition to the habitat degradation caused by denuded, crumbling riverbanks, bank erosion causes water quality declines that directly affect river ecology and recreational enjoyment. Increased sediment loading can smother spawning habitat, shift the fishery away from desirable game fish by making it challenging for visual hunters to find prey, and carry other pollutants such as nutrients that lead to "unfishable" or "unswimmable" conditions as defined by the MN Pollution Control Agency. Water temperatures may rise with less shade, and there are fewer calm water refuges. The sum of these impacts results in deterioration of aquatic ecosystems and fishing.

Riverbank habitat loss and erosion are systemic throughout the Rum River, but still manageable to correct. Inventory efforts by ACD identified dozens of erosion sites suitable for cedar tree revetments, including up to 7,500 linear feet along public property. During past projects conducted by ACD, outreach letters to Rum River homeowners yielded a waiting list of nearly 40 landowners interested in cedar tree revetments, with over 20 being installed on almost 5,000 linear feet of privately owned shoreline. By continuing to install cedar tree riverbank stabilizations we improve habitat, fishing and the scenic character of the river corridor, particularly in public parks and conservation areas.

PROJECT OBJECTIVES

This project will enhance habitat and stabilize erosion along up to 3,600 linear feet of Rum Riverbank, one of Minnesota's seven Wild and Scenic Rivers. We anticipate up to eight project sites, which will be selected with a preference for creating larger blocks of contiguous habitat, particularly adjacent to protected public lands. At each site we will stabilize riverbanks that are most likely to worsen if left untreated. We will use a dense armor of naturally rot resistant Eastern red cedar trees, inter-planted with live willow stakes or other native vegetation. In this way we will stabilize ongoing erosion and provide near shore habitat.

There will be direct and indirect habitat benefits. The cedar trees and vegetation near the waterline provide direct habitat such as cover for immature fish, substrate for invertebrates and calm foraging areas for game fish. Stabilizing riverbank erosion reduces sediment loading to the river which reduces sediment smothering of spawning habitat, favors game fish that are visual feeders and reduces nutrient loading that is unfavorable for recreation. These projects will reduce sediment by up to 500,000 pounds per year, and phosphorus by 250 pounds per year.

Cedar tree revetments are a cost-effective way to achieve stable in-stream and shoreline habitat along moderately eroding streambanks. The trees are readily available for little or no cost. Their installation can be planned with a few simple calculations and without an engineered design. Installation requires simple hand tools, and little specialized expertise. We often utilize MN Conservation Corps Crews for the installation. There is minimal site damage or associated restoration cost that accompanies the use of larger equipment. We have found that the lifespan of our previously installed cedar tree revetments has exceeded 10 years, during which time vegetative growth has created a long-term stable and habitat-rich shoreline. The per linear-foot cost to install a cedar tree revetment on mild to moderate erosion sites is one-fourth to one-tenth the cost to correct the problem after it becomes severe, which typically requires hard armament. When installed in the correct locations, there is simply no method of achieving the habitat and water quality benefits of cedar revetments at a comparable cost.

METHODS

Anoka County is providing \$13,500 in local match, and will act as the project manager for this grant through our Parks Department. Anoka Conservation District (ACD) will be contracted to manage revetment installations. ACD has installed over 20 cedar tree revetment projects in the Rum River, which gives them site familiarity and has allowed them to streamline the process to perform work at a much lower cost than other contractors.

We already have an inventory of suitable project sites on the Rum River in Anoka County. Site prioritization will consider site access, cost-benefit, proximity to other sites, and adjacency to protected public land. Sites along accessible public property, particularly that owned by Anoka County, will be given the highest priority.

Once sites are selected, cedar trees will be harvested locally. Several landowners have agreed to provide cedar trees for this project. The trees will be placed snugly against the toe of the riverbank with the bottom of the tree facing upstream. They are then secured to the streambank using aluminum duckbill anchors that penetrate 4-5 feet into the soil. Trees are overlapped like shingles and interlinked end-to-end with cable. Depending on the eroding bank height, several rows of trees may be needed. Live willow stakes or other native vegetation will be installed depending on site conditions. Refer to the sketch of a revetment on our accompanying application photo for further description of the installation technique.

Cedar tree revetments are a cost-effective way to achieve shoreline habitat, bank stability, and water quality benefits. The trees are readily available at little or no cost. Their installation can be planned with a few simple calculations and without an engineered design. Installation requires simple hand tools, and little specialized expertise. The lack of heavy equipment eliminates collateral site damage. Furthermore, because all materials can be hand carried on site, no sites are rendered

METHODS *(Continued)*

inaccessible. Maintenance can be implemented by landowners or Parks staff while vegetation is establishing by periodically interpacking additional cedar boughs into the revetment.

EXPERIENCE / ABILITIES

This project is a collaboration between Anoka County Parks, Anoka Conservation District (ACD), and The Nature Conservancy. Anoka County Parks will be the project lead and provide \$13,500 cash match. The Nature Conservancy is providing \$5,000 cash match. ACD will be contracted to do project installation, likely with Conservation Corps of MN crews. This arrangement fits our expertise and staff capacity while accomplishing the largest possible benefit with limited funds.

Anoka County Parks has successfully administered several grants including land acquisition, prairie/savanna restoration, riparian forest establishment and prairie composition enhancement. We have also worked closely with the Anoka Conservation District on numerous stream bank stabilization projects and riverine vegetation enhancements.

ACD is being selected to do project installations due to their experience. In the last three years, ACD has successfully installed 18 cedar tree revetments on the Rum River alone and is installing five more in 2019. They have streamlined protocols for site prioritization, project design and installation, and created the inventory of potential sites. ACD has a track record of successfully completing projects with State Legacy grants. Some of their recent projects include two large Rum Riverbank stabilizations, two large Mississippi Riverbank stabilizations, 18 cedar tree revetments, four Martin and Typo Lakes carp barriers, and an iron-enhanced sand filter near Golden Lake.

PROJECT TIMELINE

Time Frame	Goal
Summer-Fall 2020	Site selection and prep max of 1500' of revetments
Summer-Fall 2021	Site selection and prep max of 1500' of revetments
Summer-Fall 2022	Site selection and prep max of 1500' of revetments

Estimated Project Completion Date: 2023-06-30

PROJECT INFORMATION

1. Describe the degree of collaboration and local support for this project.

Anoka County Parks is partnering with the Anoka Conservation District (ACD) with additional pledged financial support from The Nature Conservancy, and letters of support from the Upper and Lower Rum River WMOs and the Cities of Andover, Anoka, Oak Grove, Ramsey, and St. Francis. This project is part of a larger collaborative to enhance habitat and water quality by stabilizing a portion of the seven miles of inventoried eroding and failing riverbanks along the Rum River in Anoka County. Similar projects have been very successful in the past utilizing local watershed funding and generating waiting lists of landowners interested in having revetments installed along their private property. This project will upscale an already popular bioengineering approach on the Rum River to correct large stretches of contiguous eroding bank along public property in Anoka County. This type of project is widely supported on the Rum River in particular where wild and scenic experiences are expected.

2. Describe any urgency associated with this project.

- (a) Stresses on the river. These include north metro development pressures, increasing volumes of water being transported by the river, and phosphorus concentrations near the state standard.
- (b) The higher future costs of not taking action. If erosion continues it will require more disruptive and expensive corrective action, such as regrading and rock armor.
- (c) The desire to capitalize on an assembled multi-agency partnership. We've assembled a collaboration between Anoka County, Anoka Conservation District, The Nature Conservancy, Upper and Lower Rum River Watershed Management Organizations and every city in the project area. Several are providing cash match. We're applying for LSOHC, CWF, and CPL grants to address different river corridor problems. We have momentum.

3. Discuss if there is full funding secured for this project, the sources of that funding and if CPL Grant funds will supplement or supplant existing funding.

The budget we've presented represents the full cost of the proposed work. Secured contributions from Anoka County and The Nature Conservancy will be used as match for 10% of the full grant amount. If projects occur adjacent to private shoreline, landowners will also be required to provide match.

As one element of a larger effort, this grant will supplement anticipated grant funds from LSOHC and CWF. Phase 1 of all of

PROJECT INFORMATION *(Continued)*

these grants aims to address Rum River erosion at all scales. Funds from the other grants will be used on projects that are too large or too severe to correct with cedar tree revetments. CPL was the main grant program used to install cedar tree revetments along the Rum in the past, and those projects are now complete. These funds will not supplant any existing funding.

4. Describe public access at project site for hunting and fishing, identifying all open seasons.

These revetments will all take place on a public water below the OHW, which is continually open to public fishing, has public access points, and is easily accessible to anyone with a boat, canoe, or kayak. Additionally, preference will be given to projects sites that are adjacent to protected public lands, and especially Anoka County owned lands that are all open to public fishing, and some of which are open to public hunting for small game, deer, turkey, and waterfowl. These sites will also be accessible overland through county parks, city parks, or public conservation areas.

5. Discuss use of native vegetation *(if applicable)*.

This project will utilize cut, dead Eastern red cedar trees as the primary streambank armament. The cedar trees are not planted as part of this project, but are used as armor. The trees will be placed snugly against the toe of the bank with the bottom of the tree facing upstream and then will be anchored to the streambank using aluminum duckbill anchors. Trees are overlapped like shingles and interlinked end-to-end with cable. Depending on the eroding bank height, several rows of trees may be needed.

Native willow, dogwood, or buttonbush live stakes or other native bare root shrubs appropriate for the site conditions will be interplanted in the revetments to initiate revegetation and long-term stabilization of the riverbanks. We may also supplement vegetation re-establishment at some sites with native sedge, grass and wildflower plugs or seed.

6. Discuss your budget and why it is cost effective.

Revetments use materials that are simple, readily available, and inexpensive. They include Eastern red cedars, which are nuisance trees that many landowners are willing to donate in order to restore prairie landscapes. For labor, we'll contract The Anoka Conservation District (ACD) due to their experience and low cost. They usually work with Conservation Corps of MN crews. The anchors, cables and cable clamps used to secure the trees are inexpensive and readily available. The projects do not require engineered designs, technical construction skills, or heavy equipment to install.

Additionally, revetments require little or no maintenance. The revetments are designed to offer at least 10 years of stabilization. If needed, cedar tree branches can be easily added to supplement the original installation and ensure that all portions of the streambank receive adequate protection until sufficient vegetation has established to stabilize the bank.

7. Provide information on how your organization encourages a local conservation culture. This includes your organization's history of promoting conservation in the local area, visibility of work to the public and any activities and outreach your organization has completed in the local area.

Anoka County Parks provides outdoor recreation with a conservation focus. Our 11 parks and 11,500 acres include nature centers, fishing and hunting areas, and large natural areas. Our staff includes a natural resources manager so we can ensure our parks are examples of sound natural resources management. We highlight our conservation efforts in our public communications encourage conservation by others and collaborate to create habitat networks.

The Rum River corridor is a prime example, where we work towards a healthy river corridor that connects our three Rum River parks, the Cedar Creek Conservation Area, and numerous city parks. We partner extensively with the Anoka Conservation District (ACD), as their mission is to promote conservation on private lands.

To publicize our work, we will take elected officials on boat tours, post to social media pages, and provide detailed information on our websites.

BUDGET INFORMATION

Organization's Fiscal Contact Information

Name: Glenn Fuchs
Title: NR Specialist
Email: glenn.fuchs@co.anoka.mn.us
Phone: 763-324-3413

Street Address 1: 550 Bunker Lake Blvd

City, State ZIP Code: Andover, MN 55304

Budget Details

Personnel

CONSERVATION PARTNERS LEGACY GRANT

Attachment A: Work Plan

BUDGET INFORMATION *(Continued)*

Personnel *(Continued)*

Name	Title / Work to be completed	Amount	Grant/Match	In-kind/Cash
Glenn Fuchs	Reporting, invoicing, budget	\$5,000	Grant	(N/A)

Contracts

Contractor Name	Contracted Work	Amount	Grant/Match	In-kind/Cash
ACD	Install revetments	\$180,000	Grant	(N/A)
ACD	Install revetments	\$18,500	Match	Cash

Additional Funding

Additional Funding Amount: \$0

Budget Overview

Item Type	Grant	Match	Total
Personnel	\$5,000	-	\$5,000
Contracts	\$180,000	\$18,500	\$198,500
Fee Acquisition with PILT	-	-	-
Fee Acquisition without PILT	-	-	-
Easement Acquisition	-	-	-
Easement Stewardship	-	-	-
Travel (in-state)	-	-	-
Professional Services	-	-	-
DNR Land Acquisition Cost	-	-	-
Equipment/Tools/Supplies	-	-	-
Additional Budget Items	-	-	-
Totals:	\$185,000	\$18,500	\$203,500

SITE INFORMATION

You may group your project sites together as long as land ownership, activity and habitat information is the same for the land manager.

Land Manager

Name: TJ DeBates
Organization: MN DNR
Title: East Metro Area Fisheries Supervisor

Phone: 651-259-5770
Email: timothy.debates@state.mn.us

Site Information

Habitat: Fish, Game or Wildlife Habitat	Activity: Enhancement	Land Ownership: Public Water
(1) Site Name: Rum River Anoka County, multiple sites	Open to Public Hunting?	Yes - some
DOW Lake #: 02002a	Open to Public Fishing?	Yes - all
Acres: 4		
PLS Section: Township - 33, Range - 24W, Section - 19		

NATURAL HERITAGE DATABASE REVIEW

Natural Heritage elements were found within my project site(s): Yes

Natural Heritage Sites and Managers: (N/A)

Natural Heritage Elements: (N/A)

Natural Heritage Mitigation: We are requesting CPL staff do the NHIS review. During past projects, NHIS elements were found within one mile of project site.

CONSERVATION PARTNERS LEGACY GRANT

Attachment A: Work Plan

ATTACHMENTS

Additional Documentation

Attach additional documentation as applicable using the appropriate categories below. If you exceed the size limit while uploading, contact CPL Grant staff to discuss your options.

Letter of Support

<u>File Name</u>	<u>Description</u>
Letters_of_Support.pdf	Rum River Revetments Phase 1 Letters of Support

Partner Commitment Letter

<u>File Name</u>	<u>Description</u>
The_Nature_Conservancy_Partner_Commitment_Letter_.pdf	TNC \$5,000 cash match letter

Supplemental Document

<u>File Name</u>	<u>Description</u>
CPL_Application_Illustration.jpg	Project overview

FINAL APPLICATION SUBMISSION

- P I certify that I have read the Conservation Partners Legacy Grants Program Request for Proposal, Program Manual and other program documents, and have discussed this project with the appropriate public land manager, or private landowner and easement holder.
- P I certify I am authorized to apply for and manage these grant and match funds, and the project work by the organization or agency listed below. I certify this organization to have the financial capability to complete this project and that it will comply with all applicable laws and regulations.
- P I certify that all of the information contained in this application is correct as of the time of the submission. If anything should change, I will contact CPL Grant staff immediately to make corrections.
- P I certify that if funded I will give consideration to and make timely written contact to Minnesota Conservation Corps or its successor for consideration of possible use of their services to contract for restoration and enhancement services. I will provide CPL Grant staff a copy of that written contact within 10 days after the execution of my grant, should I be awarded.
- P I certify that I am aware at least one Land Manager Review and Approval form is required for every application and at least one Public Waters Contact form is required for all public waters work. I am aware I must submit all completed forms by uploading them into this application. I have attached the required type and number of forms as necessary for this project.
- P I am aware that by typing my name in the box below, I am applying my signature to this online document.

Signature: Glenn Fuchs

Organization / Agency: Anoka County Parks

Title: Natural Resource Specialist

Date Signed: September 23, 2019

(CPL Grant Application ID = 1587)

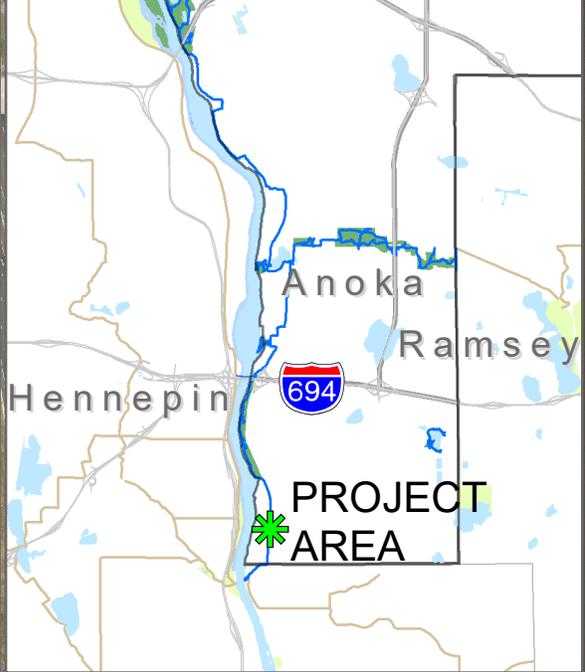
COMMITTEE ACTION ITEM 7 – MISSISSIPPI RIVER REGIONAL TRAIL – PARCEL ACQUISITION INQUIRY

Parks Committee

Committee Date: March 10, 2020

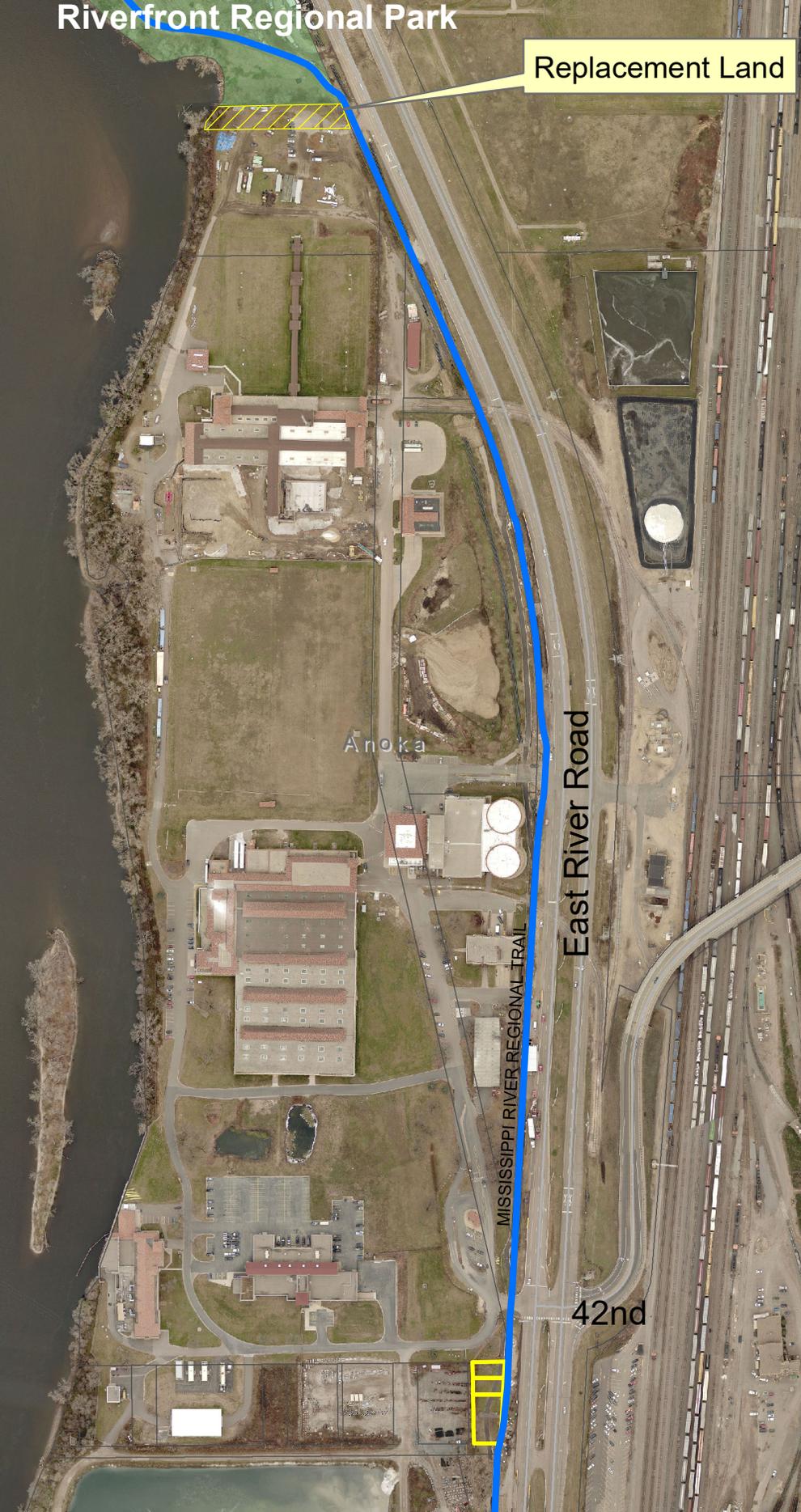
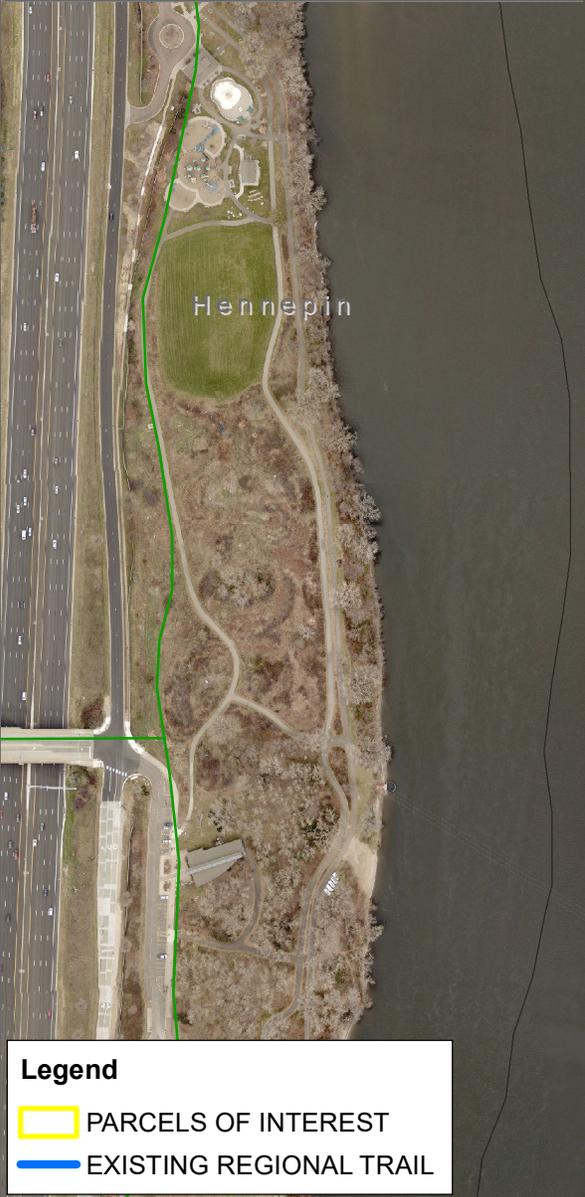
County Board Date: March 24, 2020

<p>Action Requested For the Committee to provide comments and direction on a request from the City of Minneapolis Waterworks to purchase three county owned parcels adjacent to the Mississippi River Regional Trail in the City of Fridley.</p>
<p>Previous Committee / County Board Action N/A</p>
<p>Background / Analysis Staff recently received a request from the City of Minneapolis Waterworks to purchase three small county owned parcels along the Mississippi River Regional Trail in Fridley, MN. The Waterworks facility is looking to remodel and expand and needs additional space.</p> <p>The three parcels of interest total about a 1/3 of an acre and are located on the west side of East River Road, approximately half-way between Riverfront Regional Park and 37th Avenue (southern county border), just south of 42nd Avenue. As a result of the recent Riverfront Regional Park redevelopment, where a new trailhead was established, the current informational kiosk at the parcels of interest has become redundant, so there is no real need to keep these parcels.</p> <p>The parcels do have Met Council restrictive covenants, so the sale of these parcels would be considered a conversion of use and would require an equally valuable land exchange or, in absence of land, an equally valuable facility exchange, which will require Met Council approval. Waterworks believes they could replace the land on the north side of their facility, just south of Riverfront Regional Park. The park boundary could then be expanded south to serve as replacement of the purchased parcels. The existing alignment and use of the regional trail would not be impacted.</p>
<p>Conclusion / Recommendation For the Committee to provide comments and direction on a request from the City of Minneapolis Waterworks to purchase three county owned parcels adjacent to the Mississippi River Regional Trail in the City of Fridley.</p>
<p>Supporting Documents Location Map</p>
<p>Lead Staff Karen Blaska, Park Planner</p>



Riverfront Regional Park

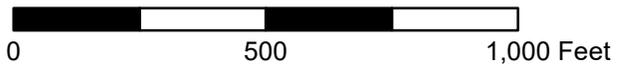
Replacement Land



Legend

- PARCELS OF INTEREST
- EXISTING REGIONAL TRAIL

POTENTIAL LAND REPLACEMENT - EXPANDED PARK BOUNDARY



COMMITTEE ACTION ITEM 8 – RICE CREEK NORTH REGIONAL TRAIL – CITY OF CIRCLE PINES BONDING REQUEST

Parks Committee

Committee Date: March 10, 2020

County Board Date: March 24, 2020

Action Requested

For the Committee to provide comment and direction on a request from Circle Pines to submit a \$1M bonding request for the completion of Rice Creek North Regional Trail within the City of Circle Pines.

Previous Committee / County Board Action

April 2018 – Informational Item

Background / Analysis

Due to the State’s recent forecasted budget surplus, the City of Circle Pines drafted a bonding bill for \$4.5M for the completion of a missing trail link along the Rice Creek North Regional Trail. The Rice Creek North Regional Trail is an 8-mile long paved trail in the southeast quadrant of the County. The trail starts at County Road J and Lexington Avenue and generally follows the creek north to Lino Lakes City Hall. The portion of trail to be designed and engineered in the bonding request is located between Golden Lake Elementary and Baldwin Park in Circle Pines. This stretch is just a half mile but requires a combination of 2 bridges, some boardwalk, and 10-foot wide bituminous trail.

Since the master plan for the trail is from 1980, the Parks Department needs to update the master plan for the trail. Staff have begun the public engagement process to receive input and feedback from the community regarding the trail.

Since a recent cost estimate for the project has not been calculated yet and after discussions with the City, it was decided to reduce the scope of the bonding request to \$1M for the design and engineering of the trail. That will allow the County time to complete the public process and finalize the master plan with an accurate construction estimate for the trail.

Conclusion / Recommendation

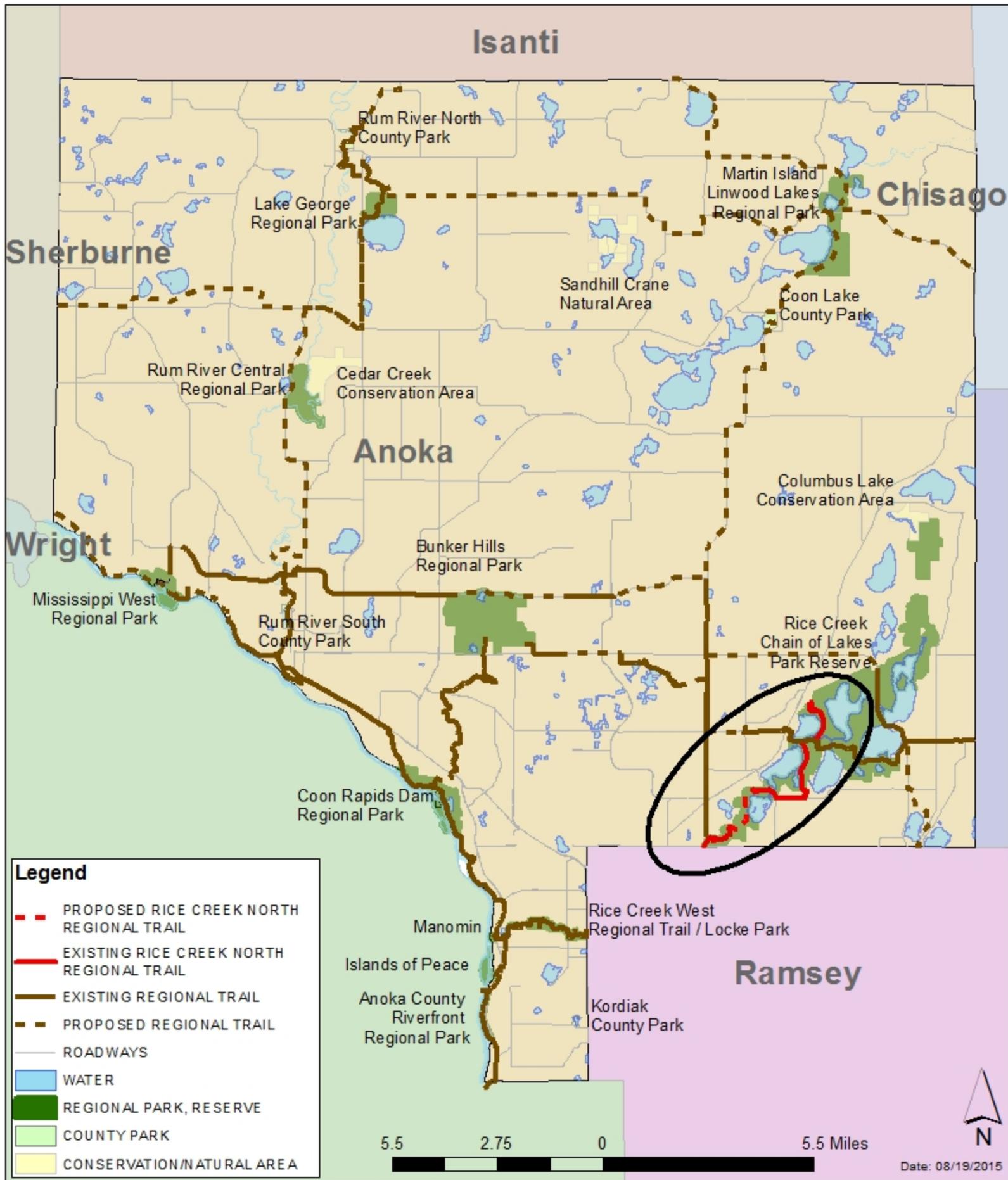
For the Committee to provide comment and direction on a request from Circle Pines to submit a \$1M bonding request for the completion of Rice Creek North Regional Trail within the City of Circle Pines.

Supporting Document

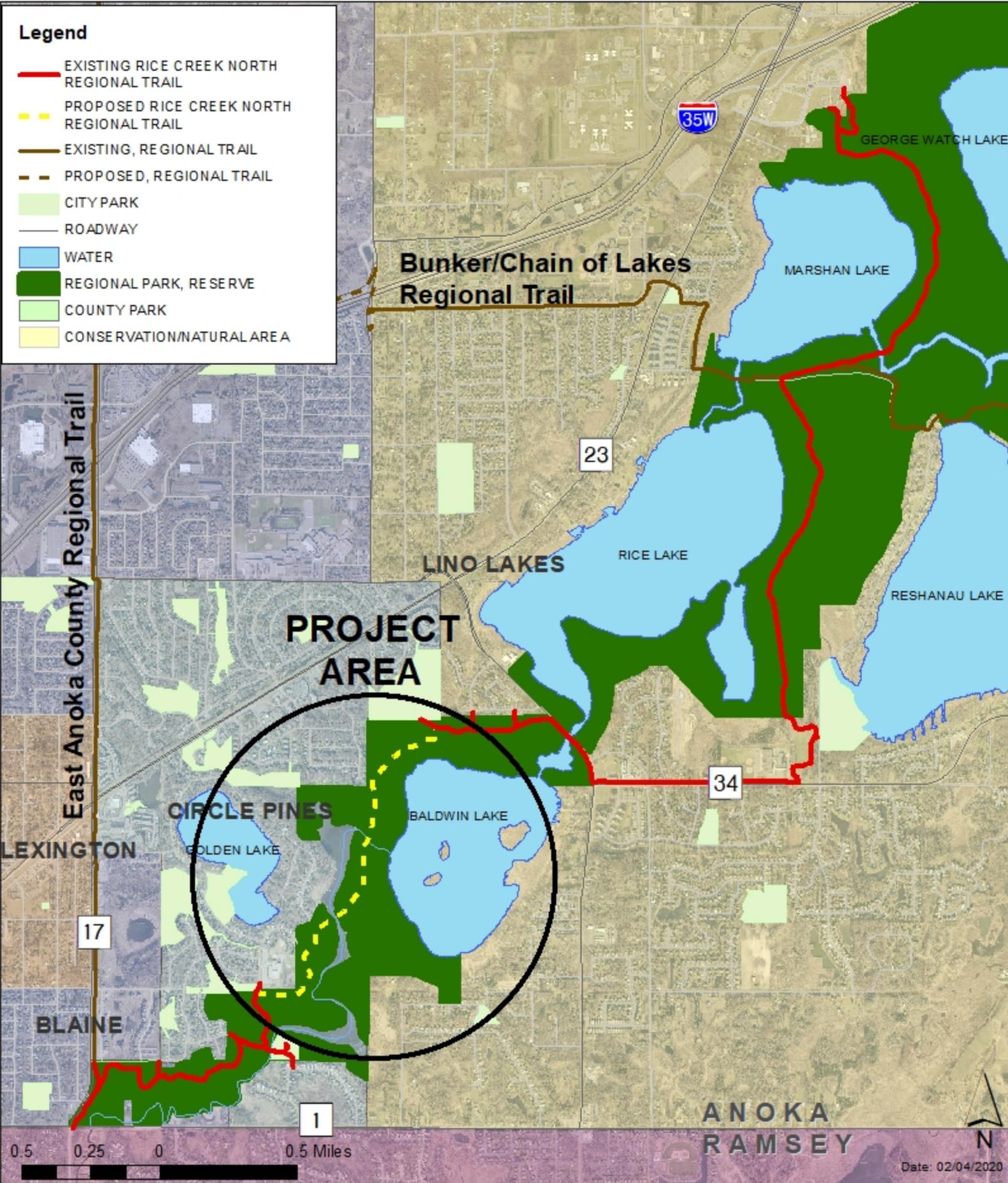
Illustrative Maps

Lead Staff

Karen Blaska, Park Planner



PROPOSED RICE CREEK NORTH REGIONAL TRAIL COUNTY CONTEXT



PROPOSED RICE CREEK NORTH REGIONAL TRAIL
CITY CONTEXT



**RICE CREEK NORTH REGIONAL TRAIL
MISSING SEGMENT**



ALL NUMBERS ARE APPROXIMATIONS



LEGEND

- OPTION A
- OPTION B
- OPTION C
- OPTION D

RICE CREEK NORTH REGIONAL TRAIL CIRCLE PINES PROPOSED ROUTE OPTIONS



ALL NUMBERS ARE APPROXIMATIONS.



Baldwin Park

City Hall Park

Tamarack Park

Golden Lake

Golden Lake Park

Golden Lake Elementary

Rice Creek

PROPOSED 100' BRIDGE

PROPOSED 1200' BOARDWALK

PROPOSED 250' BRIDGE

PROPOSED 450' BOARDWALK OR MITIGATE

Baldwin Lake

Legend

- EXISTING REGIONAL TRAIL
- OPTION C
- CITY PARKS
- REGIONAL TRAIL CORRIDOR
- PARCELS

**RICE CREEK NORTH REGIONAL TRAIL
OPTION C**



ALL NUMBERS ARE APPROXIMATIONS.



Baldwin Park

City Hall Park

Tamarack Park

PROPOSED 100' BRIDGE

Golden Lake

Baldwin Lake

Golden Lake Park

PROPOSED 2600' BOARDWALK

Rice Creek

Golden Lake Elementary

PROPOSED 200' BRIDGE

Legend

- EXISTING REGIONAL TRAIL
- CITY PARKS
- REGIONAL TRAIL CORRIDOR
- PARCELS

**RICE CREEK NORTH REGIONAL TRAIL
OPTION D**



COMMITTEE ACTION ITEM 9 – COON CREEK REGIONAL TRAIL – LETTER OF SUPPORT FOR CITY OF COON RAPIDS REGIONAL SOLICITATION APPLICATION

Parks Committee

Committee Date: March 10, 2020

County Board Date: March 24, 2020

Action Requested

For the Committee to provide direction on a request from the City of Coon Rapids for a Letter of Support for their Regional Solicitation Application for the Pedestrian Bridge proposed over Coon Rapids Boulevard, which will be part of the Coon Creek Regional Trail.

Previous Committee / County Board Action

July 2019 – City of Coon Rapids Financial Participation Request

Background / Analysis

The City of Coon Rapids has requested the County provide a letter of support for the City’s Regional Solicitation application for the proposed pedestrian bridge over Coon Rapids Boulevard between Egret Boulevard and Avocet Street, which will be part of the Coon Creek Regional Trail.

It should be noted that the proposed bridge is not currently part of the trail’s master plan yet, although staff is currently conducting community engagement as part of the planning process to include the bridge in the Coon Creek Regional Trail Master Plan.

The bridge is estimated to cost \$4.5M.

Conclusion / Recommendation

For the Committee to direct Park staff to provide a Letter of Support for the City of Coon Rapids Regional Solicitation Application for the Pedestrian Bridge proposed over Coon Rapids Boulevard, which will be part of the Coon Creek Regional Trail.

Supporting Document

Illustrative Images

Lead Staff

Karen Blaska, Park Planner



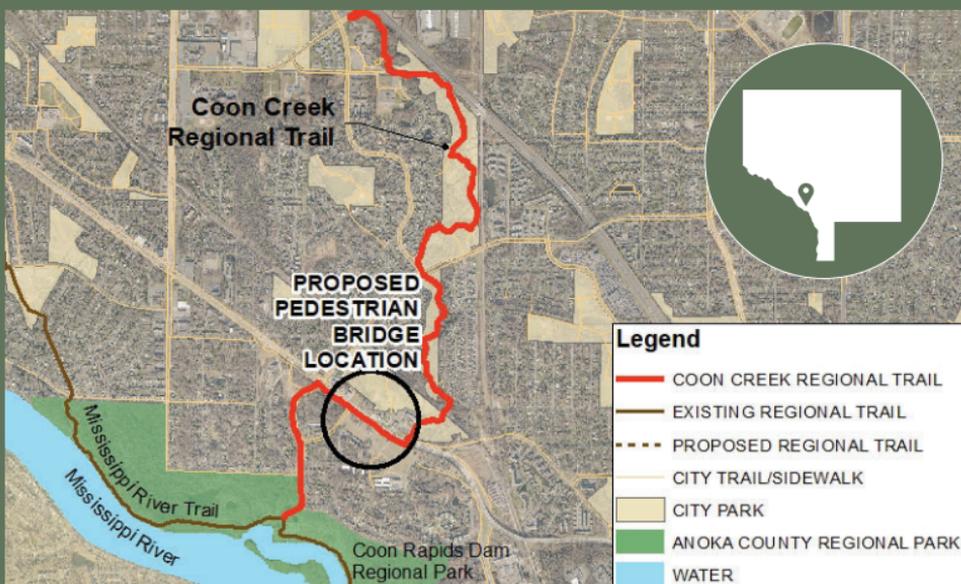
PEDESTRIAN BRIDGE CONCEPT PLAN

Coon Rapids Boulevard, just north of Avocet Street looking west. Current view today.



Coon Rapids Boulevard with proposed pedestrian bridge.

COON RAPIDS BLVD BEFORE & AFTER



PEDESTRIAN BRIDGE LOCATION

COMMITTEE INFORMATIONAL ITEM 10 – PROJECTS UPDATE

Parks Committee

Committee Date: March 10, 2020

County Board Date: March 24, 2020

Action Requested

No action requested. For informational purposes only.

Previous Committee / County Board Action

September 2019 – Contract Award for Design Services
August 2019 – Informational Item – Project Status Update
June 2019 – Grant Authorization
January 2019 – 10-year Capital Project Forecast

Background / Analysis

Wold Architects have been working on two projects for the County. First, improvements to the Coon Rapids Dam Visitor Center windows and roof, and second, the redevelopment of the restroom building at Manomin Park.

- A. The total project budget for the Coon Rapids Dam project is \$320,295. The roof and window improvements are being treated as two separate projects because the projects require two different types of vendors. For the roof, a Request for Quotes will be sent out to roofing vendors in March; the estimated cost is \$75,000. Regarding the windows, a Request for Bids will be issued to replace the south bank of windows (worst condition) and will also include three alternates to address the remaining banks of windows that are in better condition.

The roof project could begin construction immediately upon contract execution and construction on the windows at the Coon Rapids Dam Visitor Center is anticipated to start in September 2020.

- B. The Manomin restroom renovation project will remodel the old existing restroom to be much more functional and inviting. Staff had hoped to be able to accommodate some additional storage for the Art Center with the building, but due to the cost estimate, that will have to be addressed separately from this project. The overall budget for this project is \$260,000. Construction would start immediately upon contract execution.

Both projects are being funded through the Met Council's Regional Parks Capital Improvement Bonding Grant Program.

The Committee can expect to see bid recommendations for the projects in May or June 2020.

Conclusion / Recommendation

No action required.

Supporting Documents

Lead Staff

Karen Blaska, Park Planner

COMMITTEE INFORMATIONAL ITEM 11 – CONTRACTS PROCESSED

Parks Committee

Committee Date: March 10, 2020

County Board Date: March 24, 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 C0007792 Hawkins Inc.- Chemicals for Bunker Beach
Conclusion / Recommendation No action requested.
Supporting Documents N/A
Lead Staff Andy Soltvedt, Operations and Visitor Services Manager