



Minnesota Department of Natural Resources

500 Lafayette Road
St. Paul, Minnesota 55155-40__

April 1, 2004

Mr. Mark D. Riverblood
City of Ramsey
15153 Nowthen Blvd.
Ramsey, MN 55303

Re: Metropolitan Area Wildlife Corridors Trott Brook Greenway 3.9

Refer to DNR Agreement Number A53432

Dear Mr. Riverblood:

Enclosed is your fully executed copy of the agreement for your LCMR project titled Metropolitan Area Wildlife Corridors Trott Brook Greenway 3.9. Please refer to the Legislative Commission on Minnesota Resources Pass Through Project Reimbursement Manual for detailed instructions. As you proceed to administer this program remember these key points:

All expenses you request reimbursement for must be listed in your approved work program before you incur them. If you are in doubt please ask me prior to making the expenditure, whether or not the expense is included in your current approved work program. If I am in doubt I will refer you to LCMR staff to obtain a work program amendment. Unapproved expenses are not reimbursable;

All expenses requested for reimbursement must be direct to and solely for the work described in your work program. We do not reimburse indirect expenses or overhead unless expressly approved in writing by the LCMR and accompanied by a description of the method used to calculate those expenses;

All expenditures must occur during the period between July 9, 2003 and June 30, 2006;



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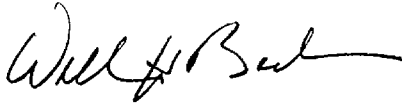
All work for which expenditures are made must occur during the period between July 9, 2003 and June 30, 2006;

You must include proof of expenditure in the form of cancelled check, bank statement or an invoice marked paid by the vendor for reimbursement.; and

All reimbursement requests should note in the contract number block that this is agreement number A53432.

I wish you the best as you carry out your project for LCMR.

Yours truly,



William H. Becker
Planning Director
Office of Management and Budget

C: John Velin, Director, Legislative Commission on Minnesota Resources, B-65, State Office Building, 100 Dr. Martin Luther King Jr. Blvd. Saint Paul, Minnesota 55155 (No Attachment)

Sandy Lueth, Accounting Supervisor – Transaction Unit, Office of Management and Budget, Minnesota Department of Natural Resources

Attachment: Executed Agreement Between the State of Minnesota and the City of Ramsey for Metropolitan Area Wildlife Corridors Trott Brook Greenway 3.9

**AGREEMENT
BETWEEN THE STATE OF MINNESOTA
AND THE CITY OF RAMSEY**

THIS AGREEMENT is made between the State of Minnesota, acting by and through its Commissioner of The Department of Natural Resources (hereinafter the "State"); and the City of Ramsey (hereinafter the "Recipient").

WHEREAS, The Minnesota Legislature by Minnesota Laws 2003, Chapter 128, Article 1, Section 9, Subdivision 5(b) appropriated \$4,850,000 to the Commissioner of The Department of Natural Resources for:

(b) Metropolitan Area Wildlife Corridors \$2,425,000 the first year and \$2,425,000 the second year are from the trust fund to the commissioner of natural resources. \$3,700,000 of this appropriation is for acceleration of agency programs and cooperative agreements with the Trust for Public Land, Ducks Unlimited, Inc., Friends of the Mississippi River, Great River Greening, Minnesota Land Trust, and Minnesota Valley National Wildlife Refuge Trust, Inc., for the purposes of planning, improving, and protecting important natural areas in the metropolitan region, as defined by Minnesota Statutes, section 473.121, subdivision 2, through grants, contracted services, conservation easements, and fee acquisition. \$500,000 of this appropriation is for an agreement with the city of Ramsey for the Trott Brook Corridor acquisition. \$800,000 of this appropriation is for an agreement with the Rice Creek Watershed District for Hardwood Creek acquisition and restoration. Land acquired with this appropriation must be sufficiently improved to meet at least minimum management standards as determined by the commissioner of natural resources. As part of the required work program, criteria and priorities for planned acquisition and restoration activities must be submitted to the legislative commission on Minnesota resources for review and approval before expenditure. Expenditures are limited to the identified project areas as defined in the work program. This appropriation may not be used for the purchase of residential structures unless expressly approved in the work program. Any land acquired in fee title by the commissioner of natural resources with money from this appropriation must be designated: (1) as an outdoor recreation unit under Minnesota Statutes, section 86A.07; or (2) as provided in Minnesota Statutes, sections 89.018, subdivision 2, paragraph (a); 97A.101; 97A.125; 97C.001; and 97C.011. The commissioner may so designate any lands acquired in less than fee title. This appropriation is available until June 30, 2006, at which time the project must be completed and final products delivered, unless an earlier date is specified in the work program. (c) Restoring RIM Match \$200,000 the first year and \$200,000 the second year are from the trust fund to the commissioner of natural resources for the RIM critical habitat matching program to acquire and enhance fish, wildlife, and native plant habitat. Land acquired with this appropriation must be sufficiently improved to meet at least minimum management standards as determined by the commissioner of natural resources. Up to \$27,000 of this appropriation is for matching nongame program activities. (d) Acquisition and Development of Scientific and Natural Areas \$240,000 the first year and \$240,000 the second year are from the trust fund to the commissioner of natural resources to acquire and develop lands with natural features of state ecological or geological significance in accordance with the scientific and natural area

program long-range plan. Land acquired with this appropriation must be sufficiently improved to meet at least minimum management standards as determined by the commissioner of natural resources.

WHEREAS, as part of Minnesota Laws 2003, Chapter 128, Article 1, Section 9, Subdivision 5(b) Metropolitan Area Wildlife Corridors, the Recipient has proposed Metro Area Wildlife Corridors/Trott Brook Greenway 3.9, and

WHEREAS, the Recipient submitted to the Legislative Commission on Minnesota Resources a Work Program for Metro Area Wildlife Corridors/Trott Brook Greenway 3.9 in the amount of \$500,000, and the Legislative Commission on Minnesota Resources approved that Work Program and amount on July 9, 2003;

NOW THEREFORE, it is agreed between the State and the Recipient as follows:

1. GENERAL CONDITIONS

- 1.1 The State awards to the Recipient up to \$500,000 for Metro Area Wildlife Corridors/Trott Brook Greenway 3.9 (hereinafter the "Project"). The obligation of the State under this Agreement is limited to \$500,000.
- 1.2 The recipient acknowledges that these funds are proceeds from the Minnesota Environment and Natural Resources Trust Fund (hereinafter the "Fund"), which is subject to certain legal restriction and requirements, including Minnesota Statutes Chapter 116P. The Recipient is responsible for compliance with this and all other relevant state and federal laws and regulations promulgated pursuant thereto governing the proceeds of the Minnesota Environment and Natural Resource Trust Fund in the fulfillment of the Project.

1.3 CONTACT PERSONS

The authorized contact person for the State is:

William H. Becker
Office of Management and Budget Services
Minnesota Department of Natural Resources
500 Lafayette Road
St. Paul, Minnesota 55155-4010
(651) 296-3093
fax: (651) 296-6047
bill.becker@dnr.state.mn.us

The authorized agent for the Recipient is:

Mr. Mark D. Riverblood
City of Ramsey
15153 Nowthen Blvd. NW
Ramsey, MN 55303
Phone: 763-286-0833
Fax: 763-427-2199
E-mail: mriverblood@ci.ramsey.mn.us

The acting fiscal agent for the Recipient is:

Mr. Mark D. Riverblood
City of Ramsey
15153 Nowthen Blvd. NW
Ramsey, MN 55303
Phone: 763-286-0833
Fax: 763-427-2199
E-mail: mriverblood@ci.ramsey.mn.us

2.0 PROJECT

2.1 DESCRIPTION OF PROJECT

An appropriation to the Commissioner of The Department of Natural Resources for:

(b) Metropolitan Area Wildlife Corridors \$2,425,000 the first year and \$2,425,000 the second year are from the trust fund to the commissioner of natural resources. \$3,700,000 of this appropriation is for acceleration of agency programs and cooperative agreements with the Trust for Public Land, Ducks Unlimited, Inc., Friends of the Mississippi River, Great River Greening, Minnesota Land Trust, and Minnesota Valley National Wildlife Refuge Trust, Inc., for the purposes of planning, improving, and protecting important natural areas in the metropolitan region, as defined by Minnesota Statutes, section 473.121, subdivision 2, through grants, contracted services, conservation easements, and fee acquisition. \$500,000 of this appropriation is for an agreement with the city of Ramsey for the Trott Brook Corridor acquisition. \$800,000 of this appropriation is for an agreement with the Rice Creek Watershed District for Hardwood Creek acquisition and restoration. Land acquired with this appropriation must be sufficiently improved to meet at least minimum management standards as determined by the commissioner of natural resources. As part of the required work program, criteria and priorities for planned acquisition and restoration activities must be submitted to the legislative commission on Minnesota resources for review and approval before expenditure. Expenditures are limited to the identified project areas as defined in the work program. This appropriation may not be used for the purchase of residential structures unless expressly approved in the work program. Any land acquired in fee title by the commissioner of natural resources with money from this appropriation must be designated: (1) as an outdoor recreation unit under Minnesota Statutes, section 86A.07; or (2) as provided in Minnesota Statutes, sections 89.018, subdivision 2, paragraph (a); 97A.101; 97A.125; 97C.001; and 97C.011. The commissioner may so designate any lands acquired in less than fee title.

This appropriation is available until June 30, 2006, at which time the project must be completed and final products delivered, unless an earlier date is specified in the work program. (c) Restoring RIM Match \$200,000 the first year and \$200,000 the second year are from the trust fund to the commissioner of natural resources for the RIM critical habitat matching program to acquire and enhance fish, wildlife, and native plant habitat. Land acquired with this appropriation must be sufficiently improved to meet at least minimum management standards as determined by the commissioner of natural resources. Up to \$27,000 of this appropriation is for matching nongame program activities.(d) Acquisition and Development of Scientific and Natural Areas \$240,000 the first year and \$240,000 the second year are from the trust fund to the commissioner of natural resources to acquire and develop lands with natural features of state ecological or geological significance in accordance with the scientific and natural area program long-range plan. Land acquired with this appropriation must be sufficiently improved to meet at least minimum management standards as determined by the commissioner of natural resources.

Metro Area Wildlife Corridors/Trott Brook Greenway 3.9 is a Project under this appropriation, proposed by the Recipient for which the Recipient has submitted a Work Program approved by the LCMR on July 9, 2003 in the amount of \$500,000.

2.2 PROJECT SPECIFICATIONS

The Project shall have a Work Program approved by the Legislative Commission on Minnesota Resources (hereinafter the "LCMR") that is attached as Exhibit A and made part of this agreement. This Work Program describes the work to be completed by the Recipient, the specific products that will be produced along with the date by which they will be delivered, an estimate of the cost, including any training or other special costs associated with each product, and limits to reimbursements by budget category. All material changes to the Work Program must be approved by the LCMR and will be made part of this agreement by reference. The Recipient shall complete the Project as described in the approved Work Program and its amendments. The State has relied on the Recipient's estimate of the total funds required to complete the Project. If the State funds prove insufficient to complete the Project, the Recipient agrees to supply additional funds as needed. All deliverables or evidence that the deliverables have been satisfactorily completed by date due in the LCMR office by June 30, 2006 or as specified by letter from LCMR.

The State and the LCMR may require the Recipient to supply additional specifications about the project including site plans, building specifications, research methodology and detailed work schedules. These additional specifications are subject to approval by the State. After completion of the Project, the Recipient shall certify to the State that the Project, as conducted, conforms to these approved specifications.

2.3 ADMINISTRATION AND SUPERVISION

The Recipient shall be responsible for the administration, supervision, management, record keeping and Project oversight required for the work performed under this agreement.

A reimbursement manual has been developed to instruct Recipients and staff regarding record keeping requirements and elements necessary to obtain reimbursement for direct Project activity costs. A copy of the manual is available from the state contact person.

2.4 OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

All rights, title, and interest to all intellectual property rights, including patents, copyrights, services and trade marks, in all materials conceived or originated by the Recipient either individually or jointly with others, which arise out of the performance of this agreement, are jointly owned by the Recipient and the State. The State's ownership shall equal the percentage of the total Project cost paid for by state funds under this appropriation. The Recipient's contribution must be for actual and direct costs for the Project. All Recipient's contributions must be approved in advance to be eligible to qualify as the Recipient's contribution to the total Project costs for delivery ownership and regular percentages. This ownership interest shall not be reduced by any reimbursements to the Fund made by the Recipient Sales of Products or Royalty Payments requirements. Any report, study, computer software, data base, model, invention, photograph, negative, audio or video recording, or other item or document, in whatever form, created or prepared by the Recipient in the performance of its obligations under this Agreement are the exclusive property of the Recipient of the appropriation and the State except where stated otherwise in this appropriation. The Recipient of the appropriation, at the request of the State, shall execute any necessary documents needed to transfer ownership rights to the State.

Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time, actually or constructively reduced to practice by the Recipient or its employees in the course of or in connection with this appropriation, the Recipient shall immediately give the LCMR written notice thereof, and shall promptly furnish the LCMR with complete information thereon. The LCMR and the Recipient have the sole right to determine whether or not and where a patent application shall be filed.

The Recipient and the State reserve the right to use for their own purposes any intellectual property right produced as the result of the Project without payment to the other party. The party using said product shall protect the intellectual property rights to the product and advise the other party of its use.

The State reserves "march-in" rights which can be exercised if the Recipient fails to market or offer to market any product resulting from activities undertaken pursuant to this Agreement within three (3) years from the termination of this Agreement, notwithstanding the above provisions of this section. The Recipient shall, upon request of the State, execute and provide the necessary documents for this purpose.

2.5 OWNERSHIP OF RESEARCH RESULTS

If, within three (3) years of the termination of this agreement, the Recipient elects not to commercialize any product derived from the research conducted under this Project, the research materials shall be returned to the State without cost and free and clear of any obligation to the Recipient.

The Recipient represents and warrants that the material produced under this Agreement does not and will not infringe upon the intellectual property rights of another, including patents, copyrights, trade secrets, trade and services marks and names. The Recipient will defend and indemnify the State at the Recipient's expense in any claims or actions brought against the State to the extent that it is based on a claim or action that all or part of the material infringes upon the intellectual property rights of another. The Recipient is responsible for obtaining any necessary licenses to use the intellectual property rights of another.

2.6 SALE OR LICENSE OF PRODUCTS

The Recipient agrees to reimburse the Fund revenues it receives from licenses, transfers, or other income generated from products based upon materials derived from this Project up to the amount of State funds provided under this appropriation unless expressly approved under the work program. Such reimbursement will be made by the Recipient upon first sale of any product worldwide whether or not such products are patentable.

The Recipient, for itself and its licensees, agrees to sell any product derived from this appropriation and not subject to ownership by the State to the State of Minnesota for the royalty-free wholesale price less a ten percent (10%) discount. This clause shall continue to be in effect after all State funds have been repaid to the State.

The Recipient agrees that if revenue is generated from putting on workshops, conferences, etc. under this Project, eligible project expenses will be offset with this revenue and reimbursement will not be requested for expenditures covered by this revenue.

2.7 ROYALTY PAYMENTS

The State owns and shall take title to the percentage of a royalty, copyright or patent resulting from this Project equal to the percentage of the project's total funding provided by this appropriation subject to the provisions of Minnesota Statutes Chapter 116P.10. Cash receipts resulting from royalties from the licensing of copyright, patent, or other intellectual properties shall be paid to the Fund on a quarterly basis within thirty (30) days after the end of each calendar quarter. The Recipient shall not license the intellectual property rights without the express written agreement of the State.

2.8 ACKNOWLEDGMENTS

The Recipient agrees to acknowledge the State's financial support for this Project. Any statement, press release, bid, solicitation, or other document issued describing the Project shall provide information on the amount and proportion of State funds supporting the total cost of the Project and will contain the following language:

Funding for this project was recommended by the Legislative Commission on Minnesota Resources from Minnesota Future Resources Fund.

Any site developed or improved by this Project shall display a sign, in a form approved by the State, stating that the site has received funding from Minnesota Future Resources Fund.

2.9 REPORTS

The Recipient shall submit periodic Work Program status reports to the LCMR in a form prescribed by the LCMR on or before the reporting dates stated in the Work Program.

2.10 PURCHASE OF RECYCLED AND RECYCLABLE MATERIALS

The Recipient shall use this appropriation in compliance with Minnesota Statutes Chapter 16B.121 to 16B.122 requiring the purchase of recycled, repairable, and durable materials, the purchase of uncoated paper stock, and the use of soy-based ink, the same as if it were a state agency. The Recipient shall ensure that all sub-recipients comply with this requirement.

2.11 PUBLICATIONS

Researchers engaged in this Project are encouraged to present at symposia, national or regional professional meetings, and to publish methods and results of the project in journals, theses or dissertations or otherwise of their own choosing provided necessary steps have been taken to protect the patents, copyrights, and other intellectual property rights resulting from the Project. Research results must include an acknowledgment statement as provided in the Section entitled "Acknowledgements".

The Recipient shall provide advance notification to the LCMR two weeks before publicizing any data or information derived from the Project in a press release, publication, or presentation.

2.12 FAILURE TO COMPLETE PROJECT

Final reimbursements will not be awarded under this Agreement unless the Recipient has completed the Project in accordance with the approved Work Program and a final report has been submitted to and accepted by LCMR.

2.13 SUBCONTRACTORS

The Recipient agrees that if they subcontract any portion of this Project over \$2,500 to another entity that the agreement or contract with the subcontractor will contain all provisions of the approved LCMR Agreement in its entirety. Copyrights, patents, services, and trademarks will be protected and owned by the same percentage as if the Recipient had obtained the intellectual rights. This limitation does not apply to supplies and materials that are purchased from vendors. The Recipient cannot enter into a subcontract before their contract with the State is signed unless authorized by LCMR.

2.14 ENERGY CONSERVATION

Any capital improvements made under this Project shall comply with the applicable energy conservation standards contained in law, including Minnesota Statutes Chapter 216C.19 to 216C.20 and rules adopted thereunder. The Recipient may use the energy planning, advocacy, and state energy office units of the Department of Commerce to obtain information and technical assistance on energy conservation and alternative energy development relating to the planning and construction of the capital improvement Project.

2.15 ACCESSIBILITY

Any new structures built under this Project must be shown to meet the design standards in the Americans with Disabilities Act Accessibility Guidelines. Nonstructural facilities such as trails, campgrounds, picnic areas, parking, play areas, water sources, and the access routes to these features should be shown to be designed using guidelines in the Recommendations for Accessibility Guidelines: Recreational Facilities and Outdoor Developed Areas.

Copies of accessibility guidelines can be ordered from the U.S. Access Board at (202) 272-5434, or downloaded off their website at <http://www.access-board.gov>.

2.16 DATA COMPATIBILITY

All data collected by this appropriation that have value for planning and management of natural resource, emergency preparedness, and infrastructure investments must conform to the enterprise information architecture developed by the office of technology. Spatial data must conform to geographic information subsystem 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 must be made available on-line through the clearinghouse, and the data themselves must be accessible and free to the public unless made private under the Data Practices Act, Minnesota Statutes, chapter 13.

To the extent practicable, summary data and results of projects funded by this appropriation should be readily accessible on the Internet.

As part of the project expenditures, recipients of land acquisition appropriations must provide the information necessary to update recreation information maps to the department of natural resources in the specified form.

2.17 LAND ACQUISITION

PROCEDURES. Exhibit F contains specific procedures for making a land acquisition.

Minn. Stat 116P.15 [LAND ACQUISITION RESTRICTIONS.]

Subdivision 1. [Scope] A recipient of an appropriation from the trust fund or the Minnesota future resources fund who acquires an interest in real property with the appropriation must comply with this section. If the recipient fails to comply with the terms of this section, ownership of the interest in real property transfers to the state. For the purposes of this section, "interest in real property" includes, but is not limited to, an easement or fee title to property.

Subdivision 2. [RESTRICTION; MODIFICATION PROCEDURE.]

- (a) An interest in real property acquired with an appropriation from the trust fund or the Minnesota future resources fund must be used in perpetuity or for the specific term of an easement interest for the purpose for which the appropriation was made.

(b) A recipient of funding who acquires an interest in real property subject to this section may not alter the intended use of such interest in real property or convey any interest in the real property acquired with the appropriation without the prior review and approval of the commission. The commission shall establish procedures to review requests from recipients to alter the use of or convey an interest in real property. These procedures shall allow for the replacement of the interest in real property with another interest in real property meeting the following criteria:

- (1) the interest is at least equal in fair market value, as certified by the commissioner of natural resources, to the interest being replaced; and
- (2) the interest is in a reasonably equivalent location, and has a reasonably equivalent usefulness compared to the interest being replaced.

(c) A recipient of funding who acquires an interest in real property under paragraph (a) must separately record a notice of funding restrictions in the appropriate local government office where the conveyance of interest in real property is filed. The notice of funding agreement must contain:

- (1) a legal description of the interest in real property covered by the funding agreement;
- (2) a reference to the underlying funding agreement;
- (3) a reference to this section; and
- (4) the following statement:

“This interest in real property shall be administered in accordance with the terms, conditions, and purposes of the grant agreement or work program controlling the acquisition of the property. The interest in real property, or any portion of the interest in real property, shall not be sold, transferred, pledged, or otherwise disposed of or further encumbered without obtaining the prior written approval of the legislative commission on Minnesota resources or its successor. If the holder of the interest in real property fails to comply with the terms and condition of the grant agreement or work program, ownership of the interest in real property shall transfer to this state.”

2.18 NATIVE PLANT SPECIES

Vegetation planted must be native to Minnesota and preferably of the local ecotype unless the work program approved by the commission expressly allows the planting of species that are not native to Minnesota.

2.19 OTHER CONDITIONS

It is a condition of acceptance of the appropriation that any agency or entity receiving the appropriation must comply with Minnesota Statutes, Chapter 116P.

3. USE OF FUNDS

The Recipient shall use the proceeds of this agreement only for the eligible costs of the Project as described in the approved Work Program.

4. MATCHING FUNDS

The Recipient is not required to provide matching funds for this Project.

5. COSTS

5.1 ELIGIBLE COSTS

Eligible costs are those costs directly incurred through Project activities that are solely related to and necessary for producing the work products described in the approved Work Program during the appropriation period. All dollars are awarded on a reimbursement basis, unless specifically authorized.

Eligible costs may include the following and are eligible only if specified in the approved Attachment A of the Work Program. Eligible costs must be documented as specified in the Reimbursement Manual available from the authorized contract person for the State:

- 5.1.1 Expenditures incurred only after the effective date in the approved Work Program. No expenditures will be allowed after June 30, 2006 unless approved by specific law;
- 5.1.2 Advertising costs solely for (1) Recruitment of personnel; (2) Solicitation of bids; (3) Disposal of scrap materials; (4) Other purposes specifically provided for in the approved Work Program;
- 5.1.3 Capital expenditures for facilities, equipment and other capital assets as expressly approved in the Work Program. For expenditures greater than \$3,500, the Recipient must include in the Work Program an explanation as to how all the equipment purchased with the appropriation will continue to be used for the same program through its useful life, or, if the use changes, a commitment to pay back to the Environment and Natural Resources Trust Fund an amount equal to either the cash value received or a residual value approved by the director of the LCMR if it is not sold;
- 5.1.4 Actual communication costs incurred for telephone calls, postage, & similar services. Purchase of durable communication devices such as computers, pagers, cell phones, personal data assistants (PDAs), etc. must be specifically provided for in the approved Work Program;
- 5.1.5 Materials and supplies and incoming freight charges for them;
- 5.1.6 Publication and printing costs (including the process of composition, plate-making, press work, and binding and the end products produced) necessary for contract administration; work products production; and biennial reports relating to work program accomplishments;
- 5.1.7 Transportation and travel expenses such as lodging, meals, and mileage of personnel involved in the Project in the same manner and in no greater amount than provided for in the current "Commissioner's Plan" promulgated by the Commissioner of Employee Relations; and as provided by LCMR or, for University of Minnesota (U of M) projects, the University of Minnesota plan found at <http://www.fpd.finop.umn.edu/groups/ppd/documents/policy/travel.cfm>. Allowable meal and lodging expenses are for employees only. Purchasing meals for others is not an allowable expense. All out of state travel must be explicitly approved in the Work Program;
- 5.1.8 Wages and expenses of salaried Recipient employees if specified and documented in the Work Program. For State Agencies: use of unclassified staff only OR request approval for the use of classified staff accompanied by an explanation of how the agency will backfill that part of the

classified staff salary proposed to be paid for with this appropriation. This is subject to specific discussion and approval by LCMR;

- 5.1.9 Fringe benefit costs limited to salary, FICA/Medicare, retirement, and health insurance of Recipient's employees if specified in the Work Program;
- 5.1.10 Professional services specified in the approved Work Program that are rendered by individuals or organizations not a part of the Recipient;
- 5.1.11 Eligible expenditures incurred after the effective date of the approved Work Program and before the effective date of their Agreement.

5.2 NONELIGIBLE COSTS

Non-eligible costs for reimbursement means all costs not defined as eligible costs, including but not limited to the following:

- 5.2.0 Any costs incurred before the project is authorized, July 1, 2003 or Work Program approval, whichever is the later (See Section 5.0.2);
- 5.2.1 Fund raising;
- 5.2.2 Taxes, except sales tax on goods and services;
- 5.2.3 Insurance, except title insurance;
- 5.2.4 Attorney fees; except for acquisition and clearing title to land;
- 5.2.5 Loans, grants, or subsidies to persons or entities for development;
- 5.2.6 Bad debts, late payment fees, finance charges or contingency funds;
- 5.2.7 Interest;
- 5.2.8 Lobbyists;
- 5.2.9 Political contributions;
- 5.2.10 Investment management fees;
- 5.2.11 Memberships – (including subscriptions and dues);
- 5.2.12 Indirect costs – (such as office maintenance, office utility costs, refreshments for staff, decorations);
- 5.2.13 Directors or officers salary;
- 5.2.14 Office rental fees - (including storage space rental);
- 5.2.15 Food and refreshments, unless expressly approved in the Work Program together with a plan of activities;
- 5.2.16 Publications and periodicals;
- 5.2.17 Merit awards and bonuses;
- 5.2.18 Employee worksite parking;
- 5.2.19 Entertainment;
- 5.2.20 Gifts and prizes.

6. REIMBURSEMENT PROCEDURES

Please refer to the Reimbursement Manual that is available from the state contact person for detailed instruction on obtaining reimbursement and related records retention. To obtain reimbursement, the Recipient shall provide the State with a description of the result and evidence that related expenditures have been made. The State will make the final determination whether the expenditures are eligible for reimbursement under this agreement and verify the total amount requested.

The reimbursement request will include all eligible costs listed in a spreadsheet format based on the spreadsheet designed by the LCMR. (Attachment A - Budget Detail of Work Program). A spreadsheet entitled "Reimbursement Request – Invoice Summary Spreadsheet"), along with copies of original invoices and time records plus proof of payment will be required for reimbursement. In addition, the state contact person or the LCMR can designate additional financial records that must be included with the reimbursement request summary for the project expenses, certain contracts, or invoice copies.

All reimbursement request summaries for this project must be received by the State on or before August 31, 2006, or within 60 days of termination, whichever is earlier. No facsimiles will be accepted. Requests received after this date will not be eligible for reimbursement. If the authorization for the project is extended, the agreement and appropriation may not be canceled until the new expiration date.

7. STATE AUDITS

Under Minn. Stat. § 16C.05, subd. 5, the Recipient's books, records, documents, and accounting procedures and practices relevant to this contract 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 contract.

8. AFFIRMATIVE ACTION

- 8.1** For contracts in excess of \$100,000.00, the Recipient certifies that it is in compliance with Minn. Stat. § 363.073.
- 8.2** If the Recipient has had more than 40 full-time employees within the State of Minnesota on a single working day during the previous 12 months, the Recipient must comply with the following Affirmative Action requirements for disabled workers:
- (A) The Recipient must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Recipient agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - (B) The Recipient will comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - (C) In the event of the Recipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363.073, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

(D) The Recipient will post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Recipient's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

(E) The Recipient must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Recipient is bound by the terms of Minnesota Statutes Section 363.073, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

9. WORKERS COMPENSATION

The Recipient certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Recipient'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.

10. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Sec. 3.736, and other applicable law.

11. TERM

11.1 EFFECTIVE DATE

Costs may be incurred for this Agreement upon LCMR's approval of the Work Program, although no reimbursements will be made until this Agreement is fully executed. This Agreement shall become legally effective upon such date as it is executed by the Commissioner of Natural Resources or July 1, 2003, whichever is later and shall remain in effect until June 30, 2006, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first unless expressly extended in Minnesota session law.

11.2 TERMINATION

This Agreement may be terminated by the State for cause at any time upon seven (7) days written notice to the Recipient. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto.

This Agreement may also be terminated by the State in the event of a default by the Recipient or in the event that the Legislature rescinds the appropriation to this Project.

This Agreement may be terminated by the State or the Recipient at any time with or without cause upon thirty (30) days' written notice to the other party. In the event of such a cancellation, the Recipient shall be entitled to payment determined on a pro rata basis for work or services satisfactorily performed.

11.3 AMENDMENTS

Amendments to this Agreement must be in writing and are with the mutual agreement of the State and the Recipient. Amendments must be consistent with the Work Program and its approved amendments.

11.4 WORK PROGRAM AMENDMENTS


Any Amendments to the work program must be submitted in writing to and formally approved by the LCMR Director or Commission before they are effective. These will include changes in planned activities in the Results section of the Work Program or changes in budgeted line items.

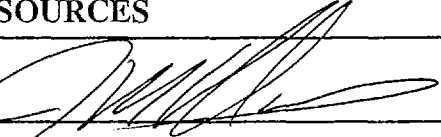
12. ANTI-TRUST PROVISION

The Recipient hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

13. CHOICE OF LAW

All matters relating to the performance of this Agreement shall be controlled by and determined in accordance with the laws of the State of Minnesota.

THE CITY OF RAMSEY
By: 
Title: <i>Mayor</i>
Date: <i>2-17-04</i>
A certified copy of the City of Ramsey Resolution unconditionally approving this Agreement is attached as Exhibit D.

THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES
By: 
Title: <i>Chief Financial Officer</i>
Date: <i>3/1/04</i>

LIST OF EXHIBITS

- A Work Program With LCMR Approval Letter**
- B Commissioner's Plan Travel Allowances**
- C Certification And Approval By Board Or Council**
- D Evidence of Compliance with Affirmative Action Statute [if applicable]**
- E Reimbursement Request Form and Invoice Summary Spreadsheet**
- F Land Acquisition Procedures**

Exhibit A

Work Program With LCMR Approval Letter

LCMR 2003 Work Program

JUL 0 1 2003

Date of Report: May 28, 2003
Date of Next Status Report: February 1st, 2004
Date of Work program Approval:
Project Completion Date: June 30, 2006

I. PROJECT TITLE: Metro Area Wildlife Corridors/Trott Brook Greenway

Project Manager: Mark D. Boos.
Affiliation: City of Ramsey
Mailing Address: 15153 Nowthen Blvd. NW
City / State / Zip : Ramsey Mn 55303
Telephone Number: 763 286 0833
E-mail Address: mboos@ci.ramsey.mn.us
FAX Number: 763 427 2199
Web Page address: .

Total Biennial LCMR Project Budget:	LCMR Appropriation:	\$ 500,000
	Minus Amount Spent:	\$
	Equal Balance:	\$ 500,000

Legal Citation: ML 2003, Chap. 128, art., Sec. 9, Subd. 5(b).

Appropriation Language: (b) Metropolitan Area Wildlife Corridors \$2,450,000 the first year and \$2,450,000 the second year are from the trust fund to the commissioner of natural resources. \$3,550,000 of this appropriation is for acceleration of agency programs and cooperative agreements with the Trust for Public Land, Ducks Unlimited, Inc., Friends of the Mississippi River, Great River Greening, Minnesota Land Trust, and Minnesota Valley National Wildlife Refuge Trust, Inc., for the purposes of planning, improving, and protecting important natural areas in the metropolitan region, as defined by Minnesota Statutes, section 473.121, subdivision 2, through grants, contracted services, conservation easements, and fee acquisition. \$500,000 of this appropriation is for an agreement with the city of Ramsey for the Trott Brook Corridor acquisition. \$800,000 of this appropriation is for an agreement with the Rice Creek Watershed District for Hardwood Creek acquisition and restoration. Land acquired with this appropriation must be sufficiently improved to meet at least minimum management standards as determined by the commissioner of natural resources. As part of the required work program, criteria and priorities for planned acquisition and restoration activities must be submitted to the legislative commission on Minnesota resources for review and approval before expenditure. Expenditures are limited to the identified project areas as defined in the work program. This appropriation may not be used for the purchase of residential structures unless expressly approved in the work program. Any land acquired in fee title by the commissioner of natural resources with money from this appropriation must be designated: (1) as an outdoor recreation unit under Minnesota Statutes, section 86A.07; or (2) as provided in Minnesota Statutes, sections 89.018, subdivision 2, paragraph (a); 97A.101; 97A.125; 97C.001; and 97C.011. The commissioner may so

designate any lands acquired in less than fee title. This appropriation is available until June 30, 2006, at which time the project must be completed and final products delivered, unless an earlier date is specified in the work program.

II. PROJECT SUMMARY AND RESULTS:

The City of Ramsey will identify and contact 30 plus local landowners along Trott Brook for the purpose of inviting their participation in the Trott Brook Greenway. The landowners will be informed of the goals of the proposed project and asked to collaborate in the protection of the natural areas and habitats within the corridor. This protection will consist of conservation and trail easements purchased over the property or potentially fee title acquisition.

In addition to land already owned by the City of Ramsey, there is approximately 560 acres of land that will ultimately need to be acquired to complete the Trott Brook Corridor. The 2004 – 2006, \$500,000 commitment in LCMR funding will be focused on willing, larger-parcel landowners along the brook.

The Anoka Conservation District will assist the City in identifying the highest quality parcels, (utilizing the recently acquired Level 5 Land Cover Classification System data) negotiating with landowners, and drafting appropriate easements. Professional Services costs associated with the land acquisition, such as appraisal fees, surveying or legal work will be reimbursable, as well as other eligible expenses solely related to Trott Brook Greenway project – except salary costs of the program manager.

The direct result will be approximately 40 to 60 acres of additional land that will be permanently protected from development.

An ancillary benefit will be an increased awareness for the goals of land protection in this area and thus, an even higher probability for success in the next phase of land protection along Trott Brook.

III. PROGRESS SUMMARY AS OF

IV. OUTLINE OF PROJECT RESULTS

Results 1: Disseminate information to landowners

Description:

The City of Ramsey will contact 30 plus local landowners along Trott Brook. The landowners will be informed of the goals of the proposed project and be invited to participate in the protection of the natural areas and habitats within the corridor. Those interested in the objectives identified in Result #2 below, (acquisition of conservation and trail easements) will proceed to that level of negotiation. Landowners that may not be interested in selling (or

donating) easements will be referred to the Anoka Conservation District to learn more about land management options.

Summary Budget Information for Result 1: LCMR Budget	\$ 500
Balance	\$ 0

Completion Date: (Dissemination of information to landowners and residents is an ongoing commitment by the City and the Anoka Conservation District.)

The direct mailing identified in Result 1 is expected to occur in July 2003.

Result Status as of
Result Status as of
Result Status as of
Result Status as of

Final Report Summary:

Result 2: Land Acquisition

Description:

Upon contact with landowners along Trott Brook that are interested in land protection, the City of Ramsey and any other project cooperators will discuss the easement options and concerns of the property owners.

At the time of tentative agreement, language specific to that parcel will be crafted and an appraisal may be performed. In some cases, a land survey may be necessary preparatory to the appraisal. A purchase agreement will be formulated that addresses all the elements of the land transaction, which will be reviewed by the appropriate legal professionals.

During the period of negotiations with landowners, the entity that will ultimately own the various easements will be identified. The Minnesota Land Trust will also be contacted and stewardship expenses and the corresponding value will be explored.

Land acquisition procedures will be conducted in accordance with the Mn DNR Reimbursement Manual for 2003 LCMR Pass Through Appropriations and will meet minimum DNR land standards. The following summarizes the procedures:

Landowner information

Upon expressing interest in the conveyance of property to the City or another agency, the City will provide the property owner with;

- The description of the real property to be purchased along with a description of this project.
- The intended use of the property.
- The appraisal process and a statement documenting that the landowner will receive a summary or the actual appraisal
- The purchase procedure.
- The contact person for each element if it is different than the program manager.

Environmental Review

The City will conduct an appropriate environmental review.

Appraisals

In the event that purchased interest in real property is intended to be conveyed to the DNR, an appraisal shall be performed then reviewed then certified by a DNR review appraiser.

For purchases less than \$20,000, and not intended to be conveyed to the DNR, appropriate documentation will be developed substantiating the purchase price.

Survey/Legal Descriptions

If the City determines that a survey is required, a survey will be ordered by a licensed surveyor, who shall also prepare a legal description matching the interest in the real property that is intended to be purchased.

Title

The appropriate evidence shall be obtained to ensure the real property to be obtained is marketable. This shall include one of the following; an abstract of title, registered property abstract, a attorney's title opinion or title commitment for an owner's policy of title insurance.

Minimum Standards

If appropriate, certain property 'improvements' such as signage or the removal of debris may be required and therefore considered as part of the property acquisition.

After the individual conditions outlined in the reimbursement manual have been met for the acquisition of land, reimbursement will be sought by the City.

In the case of the actual transaction for purchase of the interest in real property, the purchase agreement may require the State to issue a check in both the landowner(s) and the City names for the release of funds.

All eligible funds incurred in the purchase of an interest in real property will accompanied by a the appropriate documentation summarized below:

- Copy of the letter containing landowner information, signed by the seller(s).
- Environmental review document.
- Appraisal information.
- Legal description and survey if required.
- Evidence of title.
- Evidence of all costs associated with the property acquisitions, including itemized timesheets of personal for which invoices are not typically generated.

The activity detailed in Result #2 is anticipated to secure approximately 40 to 60 acres of ecologically sensitive areas by conservation and trail easements using the \$500,000 LCMR investment.

Summary Budget Information for Result 2: LCMR Budget \$499,500
Balance \$0

Completion Date: It is anticipated that up to 30 acres of land may have conservation and trail easement letter(s) of intent secured by February 1st, 2004.

Result Status as of
Result Status as of
Result Status as of
Result Status as of

Final Report Summary:

V. TOTAL LCMR PROJECT BUDGET:

Information to landowners \$500
Acquire land \$499,500

All Results: Personnel: \$ 0
All Results: Equipment: \$ 0
All Results: Development: \$ 0
All Results: Acquisition: \$ 500,000
All Results: Other: \$ 0

TOTAL LCMR PROJECT BUDGET: \$ 500,000

Explanation of Capital Expenditures Greater Than \$3,500:

VI. PAST, PRESENT AND FUTURE SPENDING: In addition to the items listed below, the City has a significant investment in the 251 acres of park space already existing in the Trott Brook Corridor.

A. Past Spending:

2002 Metro Greenways Planning Grant \$35,000
2002-03 Master Trail Plan \$16,200
Natural resource component of the 2001 Comp. Plan process \$6,000

B. Current Spending:

In excess of \$40,000 in indirect costs and program manager salary is anticipated to be invested in this project that is not intended to be reimbursible.

C. Required Match (if applicable):

N/A

D. Future Spending:

Future expenditures may include LCMR investment in additional land protection (\$1.5 to 3.5 million) and various partnerships in trail development, including; Mn DNR, City of Ramsey, Anoka County Parks, Metropolitan Council and the City of Elk River - each at levels to be determined.

**VII. Project Partners:
Partners Receiving LCMR Funds**

Project Cooperators
Anoka Conservation District
Minnesota Land Trust (proposed)
The Trust for Public Land (proposed)

VIII. DISSEMINATION:

Information will be disseminated by direct mail to landowners in the corridor. In addition, all public meetings relating to this project are cable cast, as are special spots that are expected to occur specifically about this project.

Information on project will posted on the DNR website www.dnr.state.mn.us.
An electronic mailing list of interested parties in each focus area will maintained throughout the project; periodic updates will be sent to them and/or meetings will be held with focus area groups.

IX. LOCATION: Trott Brook corridor within Ramsey City limits, Metro Wildlife Partners Focus Area #1

X. REPORTING REQUIREMENTS:

Periodic work program progress reports will be submitted not later than; February 1st, 2004, August 1st, 2004 and February 1st, 2005, August 1st, 2005 and June 30th, 2005

IX. A final work program report and associated products will be submitted by June 30, 2006

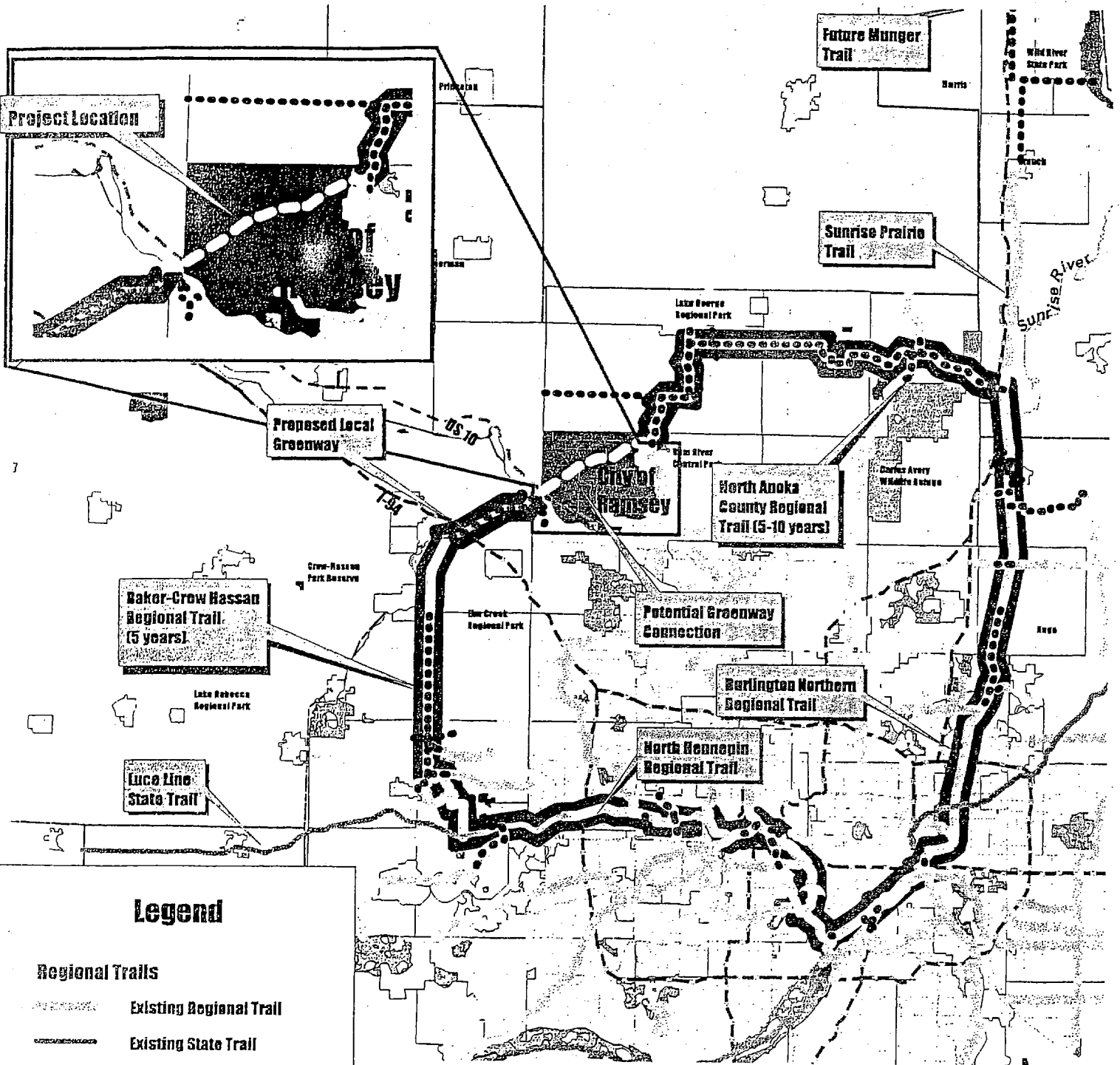
Metro Wildlife Corridors/Trott Brook Greenway Corridor

Project Manager: Mark D. Boos

2003 LCMR Proposal Budget	Result 1 Budget:	Result 2 Budget:	TOTAL FOR BUDGET ITEM
	Disseminate information to landowners	Land Acquisition	
BUDGET ITEM	\$500	\$499,500	\$500,000
PERSONNEL: Staff Expenses (Administrative, Community Development and Engineering Staff expenses relating to Land Acquisition)		\$20,000	\$20,000
Real Estate transaction expenses including: Survey work and preparing legal descriptions, Title and title insurance, and Appraisals		\$70,000	\$70,000
Printing, Postage, Communications and misc. expenses relating to land acquisition	\$400	\$750	\$1,150
Travel expenses in Minnesota (Milage to meet with landowners and inspect property)		\$100	\$100
Land acquisition (Purchase cost of Conservation and Trail Easements)		\$402,250	\$402,250
Staff or Contract Employee Expenses related to land acquisition		\$100	\$100
Other land improvement (signs and other 'improvements' to mt min. standards)		\$5,000	\$5,000
Legal fees (Recording Fees etc.)		\$1,300	\$1,300
COLUMN TOTAL	\$500	\$499,500	\$500,000



City of Ramsey Greenway Proposal



Legend

- Regional Trails**
 - Existing Regional Trail (dashed line)
 - Existing State Trail (dotted line)
 - Proposed Trails (thick solid line)
 - Loop Trail (thick dashed line)
- Regional Parks and Forests** (shaded area)



Sources: Met Council, LMIC, City of Ramsey, City of Saint Michael.

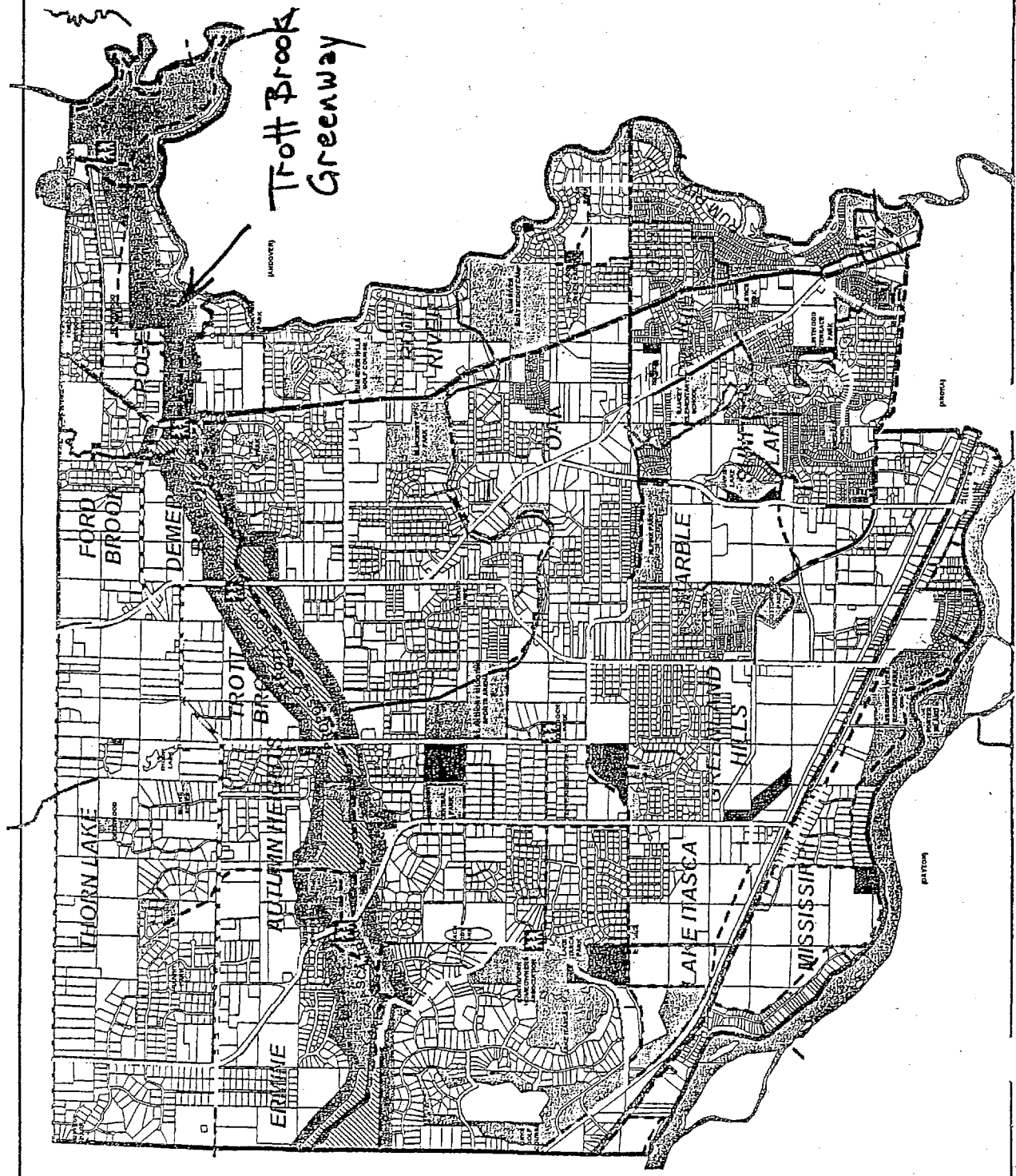
City of Ramsey



Proposed / Existing Parks and Trails

Legend

- Ramsey Recreational Districts
- Trost Brook Special Protection Corridor
- Trail Corridor
- Proposed Trails**
 - OFF-ROAD (URB/4)
 - ON-ROAD (A)
 - ON-ROAD (B)
 - MULTI-PURPOSE
- Existing Trails**
 - OFF-ROAD (URB/4)
 - ON-ROAD (A)
 - ON-ROAD (B)
 - MULTI-PURPOSE
- Parks**
 - existing
 - proposed
 - Public



LEGISLATIVE COMMISSION ON MINNESOTA RESOURCES

100 REV. DR. MARTIN LUTHER KING JR. BLVD. - ROOM 65

ST. PAUL, MINNESOTA 55155-1201

PHONE: 651/296-2406 FAX: 651/296-1321

TTY: 651/296-9896 OR 1-800-657-3550

EMAIL: lcmr@commissions.leg.state.mn.us

WEB: www.lcmr.leg.mn

John Velin, Director

July 10, 2003

Commissioner Gene Merriam
Department of Natural Resources
500 Lafayette Road
St. Paul, MN 55155

Peggy Booth
DNR – Central Regional Operations
1200 Warner Road
St. Paul, MN 55106

Matt Holland
Pheasants Forever
679 W. River Drive
New London, MN 56273

Mary Vogel
University of Minnesota
141 Archeology & Landscape
89 Church Street
St. Paul, MN 55455

Dear Commissioner Merriam, Ms. Booth, Mr. Holland and Ms. Vogel:

The LCMR met on July 9, 2003, reviewed and recommended approval of the following work programs which were signed into law on May 28, 2003.

ML 2003, Ch. 128, Art. 1, Sec. 9, Subd 5(a): Restoring Minnesota's Fish and Wildlife Corridors
Approval Notes: (1) Expenditures beginning for each work program for FY04-05 is contingent on completion of Phase I FY02-03 expenditures; (2) Lakescaping Work Program includes expenditures for classified staff as specified.

ML 2003, Ch. 128, Art. 1, Sec. 9, Subd 5(b): Metropolitan Area Wildlife Corridors
ML 2003, Ch. 128, Art. 1, Sec. 9, Subd 6(i): Linking Communities Design, Technology & DNR Trail Resources

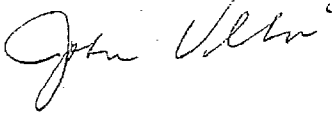
Unless otherwise indicated, all approved work programs are eligible to begin work July 10, 2003.

Please remember that Environment and Natural Resource Trust Fund spending cannot exceed the appropriation available for the first year as stated in the law specific for that project. However, monies can be carried over from the first year through the ending date of the project.

If you have any questions concerning the projects or work programs, please call. The LCMR staff is here to assist in making your project as successful as possible and we always welcome the chance for you to update us on the project.

In addition, please keep us informed about the project activities, meetings and presentations. We (LCMR members and staff) appreciate the opportunity to participate and learn about your project activities and accomplishments throughout the biennium.

Sincerely,



John R. Velin,
Director, LCMR

cc: LCMR Members
Office Of Governor Tim Pawlenty
Keith Bogut, Exec. Budget Officer
Bill Becker & Gail Fox, DNR

President Robert H. Bruininks
University of Minnesota
202 Morrill Hall
100 Church Street SE
Minneapolis, MN 55455

University of Minnesota
Sponsored Projects (SPA)
Brett Carlson
Suite, 450 200 Oak Street SE
Minneapolis, MN 55455



Exhibit B

Commissioner's Plan Travel Allowances

COMMISSIONER'S PLAN TRAVEL ALLOWANCES

Excerpt from the 2001-2003 Commissioner's Plan

Mileage:

Use of personal automobile \$.36 – this rate is always the current Federal IRS mileage reimbursement rate

Use of personal van or van type vehicle \$.50
equipped with a ramp, lift, or other level
changing device designed to provide
wheelchair access.

Use of personal vehicles should include actual odometer readings as evidence of business related travel.

Commercial Transportation:

Taxi, Rental car, airfare provided that no air transportation shall be by first class and all travel shall be for state purposes.

<u>Meals:</u>	<u>Normal Areas</u>	<u>Special Metropolitan Areas **</u>
Breakfast:	\$ 7.00	\$ 8.00
Lunch:	9.00	10.00
Dinner:	15.00	17.00

**Special Metropolitan Areas include:

Atlanta	Hartford	Philadelphia
Baltimore	Houston	Portland, OR
Boston	Kansas City, KS	St. Louis
Chicago	Kansas City, MO	San Diego
Cleveland	Los Angeles	San Francisco
Dallas/Fort Worth	Miami	Seattle
Denver	New Orleans	Washington, DC
Detroit	New York City	

Hotel & Motel Accommodations:

Charges must be reasonable & consistent with the facilities available & good judgement is used in incurring lodging costs.

Baggage Handling: Reasonable costs and gratuities are allowed.

Parking Fees / Tolls: Reasonable costs for the area are allowed.

Telephone Calls: Business related calls only. Proof of eligibility is required.

Exhibit C

Certification And Approval By Board Or Council [if applicable]

RESOLUTION #03-12-340

Councilmember Strommen introduced the following resolution and moved for its adoption:

RESOLUTION ENDORSING THE TROTT BROOK GREENWAY PROJECT

WHEREAS, Ramsey City Council desires to protect ecologically significant openspace associated with Trott Brook, by entering into an Agreement with the State of Minnesota for the purpose of acquiring from willing landowners, Conservation and Trail Easements; and

WHEREAS, open spaces are vital to our ecological, economic, and physical health; and

WHEREAS, open space and natural features are an important element to community identity in the City of Ramsey; and

WHEREAS, the Ramsey City Council desires to protect ecologically significant areas with the City; and

WHEREAS, Trott Brook is a high quality, ecologically significant area that creates a large natural corridor across the City.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

1. That the City of Ramsey accepts a grant from the State of Minnesota in the amount of \$500,000 for the purpose of acquiring from willing landowners Conservation and Trail Easements.
2. That, The City of Ramsey will contact landowners along Trott Brook. The landowners will be informed of the goals of the proposed project and be invited to participate in the protection of the natural areas and habitats within the corridor.
3. That, Upon contact with landowners along Trott Brook that are interested in land protection, the City of Ramsey will discuss the easement options and concerns of the property owners.
4. That, At the time of tentative agreement, language specific to that parcel will be crafted and an appraisal may be performed. In some cases, a land survey may be necessary preparatory to the appraisal. A purchase agreement will be formulated that addresses all the elements of the land transaction, which will be reviewed by the appropriate legal professionals.
5. That, During the period of negotiations with landowners, the entity that will ultimately own the various easements will be identified, such as the Minnesota Land Trust.
6. That, Land acquisition procedures will be conducted in accordance with the Mn DNR Reimbursement Manual for 2003 LCMR Pass through Appropriations and will meet minimum DNR land standards.
7. That, Upon expressing interest in the conveyance of property to the City or another entity, the City will provide the property owner with; The description of the real property

intended to be purchased, the intended use of the property, the appraisal process and a statement documenting that the landowner will receive a summary or the actual appraisal, and the purchase procedure.

8. That, The appropriate evidence shall be obtained to ensure the real property to be obtained is marketable. This shall include one of the following; an abstract of title, registered property abstract, an attorney's title opinion or title commitment for an owner's policy of title insurance.
9. That, After the individual conditions outlined in the reimbursement manual have been met for the acquisition of land, reimbursement will be sought by the City.
10. That, The amount of reimbursement, for the Trott Brook Greenway will not exceed \$500,000.00. : And all expenditures shall be before June 30, 2006.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember Cook, and upon vote being taken thereon, the following voted in favor thereof:

Mayor Gamec
Councilmember Strommen
Councilmember Cook
Councilmember Elvig
Councilmember Kurak
Councilmember Pearson
Councilmember Zimmerman

and the following voted against the same:

none


and the following abstained:

none

and the following were absent:

none

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 16th day of December 2003.


Mayor

ATTEST:


City Clerk

Exhibit D

Evidence of Compliance with Affirmative Action Statute [if applicable]

Exhibit E

Reimbursement Request Form and Invoice Summary Spreadsheet

LCMR Pass Through Program Payment Request Form

Project Contract Number:	Recipient:	Project Name:
Request Number _____	I certify that I am the individual authorized to request funds; that all expenditures reported have been dispersed and are in accordance with the contract agreement, and all original documentation is retained at our offices in the form of invoices, canceled checks, and signed time records. Copies of these documents are attached as evidence of payment.	
Period for which funds are being requested:		
From: ____/____/____ To: ____/____/____		
Amount of Request \$ _____		
Signature _____		Date _____
Name _____		Title _____
Phone Number: _____		
Remarks:		

For Department Use Only

I have reviewed the evidence provided by the recipient for the goods, materials and/or services presented and they are eligible for reimbursement under the work program. Payment approved in the amount of \$ _____ By _____ Date _____	FY	Vendor Number (9)	
	Dept	Invoice # (20)	
	Contract #	Line #	Object #
	Payment Amount:		
	Transaction Date/No.	Dept. Auth. Signature	

Reminder: Please be sure to attach copies of invoices and evidence of payment as documentation for reimbursements.

Reimbursement Request – Invo

Instructions: This form is to accompany current approved work program. 2. Use Invoice Summary Spreadsheet. 3. The Calculate the ending balances for this Reimbursement Request Form and ser

Project Title:
Legal Citation: Laws of Minnesota 2003, C
Budget for Results from Work Program

Budget Item	Result	
	Budget	B
Personnel: Staff expenses, wages, salaries		
Personnel: Staff benefits		
Professional/Technical contracts		
Other contracts		
Other direct operating costs		
Equipment / Tools		
Office equipment & computers		
Other capital equipment		
Land acquisition		
Land rights acquisition		
Printing		
Advertising		
Communications, telephone, mail, etc.		
Office Supplies		
Other Supplies		
Travel expenses in Minnesota		
Travel outside Minnesota		
Construction		
Other land improvement		
Other		
Column Total		

Exhibit F

Land Acquisition Procedures

Exhibit F

Land Acquisition Procedures

The Recipient shall follow the following procedures when purchasing real property or an interest in real property with funds available under this Agreement, provided however that these procedures are not required in transactions where real property or an interest in real property is donated to the Recipient even though related expenses are eligible costs covered under this Agreement:

1. **Landowner Information:** The Recipient shall provide to each owner of an interest in real property proposed for purchase with funds available under this Agreement a letter covering the following information:
 - a. A description of the real property to be purchased;
 - b. A general description of the project for which the real property is sought;
 - c. The intended use of the real property by the Recipient, or another entity, if appropriate;
 - d. The process by which the real property will be valued or appraised, including an invitation for the landowner to walk the land with the appraiser;
 - e. The process by which the real property will be purchased;
 - f. A statement that the landowner will be provided with a summary of the documentation of value or appraisal prior to purchase;
 - g. The appropriate contact person for the Recipient.

The Recipient shall provide the landowner with a copy of the letter to sign and return acknowledging receipt of the letter from Recipient. The Recipient will draft its own letters including the above listed elements.

2. **Environmental Review:** The Recipient shall conduct an appropriate environmental review of the real property to determine whether the real property is used or has ever been used for the manufacture, use, storage, or disposal of any hazardous waste or toxic substance, pollutant or contaminants. For real property intended to be conveyed to the Department of Natural Resources (DNR), the Recipient shall consider using the DNR's initial assessment form to expedite the approval process.
3. **Appraisals:**
 - a. For all purchases where the Recipient intends to convey the real property or an interest in real property to DNR, the real property or interest in real property must be appraised and the appraisal then reviewed and certified by a DNR review appraiser.

- b. For all purchases where the purchase price is more than \$20,000, the Recipient shall obtain an appraisal from an appraiser licensed according to the requirements of the laws of the State of Minnesota. In all other instances, where the Recipient is not intending to convey the real property or interest in real property to DNR, the Recipient shall obtain appropriate documentation substantiating the purchase price.
 - c. The Recipient shall provide the landowner with a summary of any required appraisal.
4. **Survey/Legal Description:** The Recipient shall determine if the real property or a part of the real property will need to be surveyed in order to create an acceptable, recordable legal description. If a survey is needed, the Recipient shall obtain a survey from a surveyor licensed according to the requirements of the laws of the State of Minnesota. If the Recipient intends to convey the real property or the interest in real property to DNR, it is advisable for the Recipient to provide DNR with a proposed legal description for the real property for review before an appraisal is completed. The Recipient shall also provide a copy of the survey to DNR for review before closing on the conveyance to DNR. Where the purchase price is based upon a per acre calculation, the Recipient should consider including a provision in the option or purchase agreement that in the event that the acreage changes by more than 1/2 of an acre due to the survey, the purchase price shall be adjusted based on the average per acre value.
 5. **Title:** The Recipient shall obtain evidence that title to the real property or interest in real property is marketable and free and clear of any rights, restrictions or encumbrances that would interfere with the use for which the real property or interest in real property is being acquired. Where the Recipient intends to convey the real property or interest in real property to DNR, this shall include either an abstract of title or registered property abstract and an attorney's title opinion or a title commitment for an owner's policy of title insurance. DNR will not accept real property or an interest in real property until such time as it concludes that, in the opinion of the State, title is marketable.
 6. **County Board Notification:** Prior to deciding whether to accept any interest in real property purchased under this Agreement, DNR shall discuss the acquisition with or, if needed, obtain the approval of the county board of the county in which the property is located.
 7. **Relocation:** State law may require payment of relocation expenses for purchases of any residences or businesses on real property that will be conveyed to the DNR. Generally, the Recipient will seek to avoid acquisition of residences or businesses using funds under this Agreement. In unique circumstances, recipients may work with DNR to obtain from a landowner a waiver of relocation benefits.
 8. **Forms:** The Recipient may use Recipient's own option, purchase agreement or other forms for acquisition. It is advisable for the Recipient to review these forms ahead of time with DNR for acquisitions of real property or interests in real property intended to be conveyed to DNR, to avoid terms in the form that may conflict with state policies.

9. **Conditions for Payments of Eligible Costs:** The Recipient may use funds available under this Agreement to cover any costs incurred in following the above land acquisition procedures and as otherwise set out in the Work Program attached as Exhibit A and the List of Deliverable Products and Related Budget attached as Exhibit B subject to the following conditions:

- a. The Recipient will not be entitled to use funds available under this Agreement for any land value costs in excess of 110 percent of appraised value.
- b. In those instances set out above where DNR review and approval of an appraisal, legal description, title work or environmental assessment is required, the Recipient assumes the risk that its costs will not be covered under this Agreement if the Recipient purchases the real property or interest in real property before receiving the required prior DNR certification or approval.
- c. Eligible costs incurred in the purchase of real property or an interest in real property must be documented by:
 - 1) A copy of the letter containing landowner information signed by the seller.
 - 2) A copy of the environmental review document.
 - 3) A copy of any required appraisal or other documentation of value of the real property or interest in real property purchased.
 - 4) The legal description of the real property or interest in real property purchased and any required survey.
 - 5) Evidence of title as required above or as otherwise agreed to by the Attorney General.
 - 6) Evidence of the amount paid or to be paid for the real property or interest in real property.

10. **Payments to DNR:** The Recipient may use or direct funds available under this Agreement to cover costs incurred by DNR for appraisals, title review or other similar direct expenses related to DNR's acquisition of any interest in real property purchased by the Recipient under this Agreement. Recipient may not use funds available under this Agreement to cover these costs if assessed on the basis of a percentage of the fair market value of the interest in real property being acquired.