



## Natural Resource Improvement Grant Agreement for Project Installation, Operation and Maintenance

**Project Owner and Location:**

Name	Address	Phone	Email
City of Ramsey Attn: Bruce Westby, Public Works Director/City Engineer	7550 Sunwood Drive NW Ramsey, MN 55303	763-433-9825	bwestby@ci.ramsey.mn.us

**Project Location:**

Address	Watershed
Riversbend Park, SE of intersection of 142 <sup>nd</sup> Ave NW and Xkimo St NW Property ID: 25-32-25-44-0012	Lower Rum River

THIS AGREEMENT is made and entered into by and between the City of Ramsey (“City”) and the Anoka Conservation District, a Minnesota Special Purpose Unit of Government with powers set forth in Minnesota Statutes 103C (“ACD”).

**WITNESSETH:**

WHEREAS, the City owns property located Riversbend Park (Project Location); and

WHEREAS, the City and ACD have a mutual interest in natural resources improvement or protection, specifically including improving the quality of stormwater runoff to the Rum River; and

WHEREAS, the ACD has received a State Watershed Based Implementation Funds for FY 23 and FY25 grant which includes funding for construction of a Riversbend Pond project to treat stormwater discharge to the Rum River; and

WHEREAS, the ACD has received funds to serve as grant match toward Project construction; and

WHEREAS, the City wishes to accept the grant funds, comply with grant policies, install the project, and provide ongoing maintenance for the project life;

NOW, THEREFORE, in consideration of mutual covenants herein, the City and ACD agree as follows:

**1. Responsibilities**

1.1. Responsibilities of the parties are summarized in Exhibit A (Statement of Work), Exhibit B (Operations and Maintenance Guidelines), and Exhibit C (Project Design).

**2. Project Effective Life**

2.1. The Project Effective Life is the period during which the Project is expected to function and achieve natural resource goals, and during which the City is expected to perform Project operations and maintenance. The Effective Life for this Project is 25 years after the Project Completion Date.

**3. Project Completion Date**

3.1. Project will be installed by the date specified in the Scope of Work. Expenses after that date are not eligible for grant payment or as grant match unless approved by ACD.

3.2. Project Completion Date, for the purpose of determining the start date of the Project Effective Life, will be evidenced by a Project Close Out form signed by ACD.

**4. Term**

- 4.1. This Agreement shall commence when executed by both parties.
- 4.2. This Agreement shall remain in effect during the Effective Life of the Project.
- 4.3. ACD may terminate this Agreement with seven days' notice in the event of insufficient funds, factors that ACD deems compromise the Project's cost effectiveness toward public benefits, or for other reasons at the ACD's sole discretion.
- 4.4. The City may terminate this Agreement with seven days' notice. The City is responsible for their portion of costs, as described in Exhibit A (Statement of Work), incurred through the date of cancellation and additional costs to complete work started but not completed prior to cancellation.
5. **Grant Payments**
  - 5.1. ACD will issue grant payments for eligible Project expenses as described in Exhibit A (Statement of Work). The manner in which payments will be made is:
    - 5.1.1. **Reimbursement:** ACD may reimburse the City for eligible expenses. Reimbursement requests must be substantiated by invoices/receipts and will be verified by the ACD staff as eligible, practical, and reasonable. Projects must be installed in accordance with the approved Design to be eligible for reimbursement.
    - 5.1.2. **Direct payment:** ACD may directly pay invoices for eligible Project expenses to contractors or vendors.
6. **Project Management**
  - 6.1. Expenses for City staff time to perform grant administration, project development, design/engineering, and construction management shall be the sole responsibility of City.
7. **Project Performance**
  - 7.1. If the Project is installed per the Statement of Work and Project Design and fails to perform as intended under normal operational and environmental conditions, the City will perform project repairs or modifications.
  - 7.2. In no case shall the ACD provide financial assistance for the reapplication of a practice that was removed by the City during its effective life without consent of the ACD, for a practice that was not installed per the Design, or that failed due to improper operations and maintenance.
8. **Ownership and Maintenance**
  - 8.1. The City, and their respective successors and assigns, shall have the full and sole responsibility for the operation, maintenance, and repair of the Project. Should the Project fail to function over its Effective Life due to City's failure to comply with this agreement, the City shall pay to ACD the lesser of 100% of the cost to rehabilitate or refurbish the Project to its Design performance, install a project of equivalent water quality benefit as determined by the ACD, or up to 150% of the total amount of financial assistance provided.
  - 8.2. If the City fails to maintain the Project according to Exhibit B - Operation and Maintenance Plan after 30 days' written notice to the City from ACD, ACD or its contractor may complete the maintenance and the City shall reimburse ACD for full cost of the work. ACD will notify the City by certified mail of the intent to complete maintenance.
  - 8.3. In the event that the Project integrity is compromised due to reasons beyond City's control, the City will immediately notify ACD. The City is not liable for financial assistance received if the failure was caused by reasons beyond the City's control, or if alternative conservation practices are applied at City's expense that provide equivalent protection of soil and water resources as determined by ACD.
9. **Prevailing Wages**
  - 9.1. Prevailing wages DO need to be paid for this project. Contracts for state projects or using state funds, including cost share projects, are subject to the prevailing wages as established by the Minnesota Department of Labor and Industry (Minnesota Statutes 177.41 to 177.44 and

corresponding Rules 5200.1000 to 5200.1120). This includes construction project, or projects for the restoration, improvement, or alteration of public lands or buildings. All contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalty.

- 9.2. The party that hires the installation contractor (Contracting Authority) for the Project is: The City.
- 9.3. The Contracting Authority is responsible for ensuring the provisions of the prevailing wage law are met, if applicable. These duties include:
  - 9.3.1. Ensure the contract between the Contracting Authority and contractor(s) performing construction work specifically states prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay. The Contracting Authority shall incorporate into its proposals and all contracts the applicable wage determinations for the contract along with the contract language provided by the commissioner of labor and industry to notify the contractor and all subcontractors of the applicability of MN Statute sections 177.41 to 177.44. The contract must also provide that the Contracting Authority shall demand, and the contractor or subcontractor shall furnish, copies of any or all payrolls not more than 14 days after the end of each pay period. The payrolls must contain all the data required by MN Statute section 177.30. For complete rules and requirements see MN Statutes 177.41 to 177.44 and corresponding MN Rules 5200.1000 to 5200.1120.
  - 9.3.2. Ensure the ACD receives copies of the assurances, such as payroll records, received from the contractor to prove that the prevailing wage law is met. ACD will not issue future grant payments, and may require return of grant funds already paid, if these documents are not provided or if there is a violation of the prevailing wage law by the contractor.

#### **10. Assurances and Liability**

- 10.1. The City attests that they are the owner of record for the Property and that the City has the authority to enter into this agreement and that all other entities with real interest in the Property have provided a written project concurrence to move forward with the Project.
- 10.2. The City will ensure the construction contractor is licensed in the state of MN and holds general liability insurance of no less than one million dollars per occurrence. At the option of the ACD, the contractor may be required to provide a performance bond in an amount equal to anticipated construction costs.
- 10.3. The City agrees to indemnify, defend, and hold harmless the ACD from all present and future claims that may arise from the installation, operations and maintenance of the Project located on the Property.

#### **11. Site Access and Signage**

- 11.1. ACD or its partners or contractors are granted access to the Property and may bring others to the Property, at reasonable times and with prior notice to the City, for construction, maintenance, or to view the Project.
- 11.2. The City agrees to allow ACD to place and maintain interpretive or accreditation signage at the Project site. Any such signage must be approved by the City Public Works Director.

#### **12. Publicity and Education**

- 12.1. The City acknowledges and agrees that ACD may distribute project information such as, but not limited to, project cost, location, design specifications, benefits, photos, and landowner name for promotional and educational purposes.

#### **13. Property**

13.1. If title to this land is transferred to another party before expiration of the Project Effective Life, it shall be the responsibility of the City to inform ACD of the transfer and facilitate communication between ACD and the new owner with the goal of perpetuating Project operations and maintenance.

**14. Audit Disclosure and Retention of Record**

14.1. The City agrees to make available to representatives of ACD 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 City that are pertinent to the provision of services hereunder. The City further agrees to maintain all such required records for the greater of six (6) years after Project Installation date, or the life of the project.

**15. Dispute Resolution**

15.1. Any and all disputes arising under, pertaining to or touching upon this Agreement, or the statutory rights or obligations of either party hereto, shall, if not settled by negotiation, be subject to non-binding mediation before an independent mediator. Notwithstanding the foregoing, any party may seek preliminary injunctive or other judicial relief if such action is necessary to avoid irreparable damage during the pendency of the proceedings described in this Section.

15.2. Any demand for mediation shall be made in writing and served upon the other party to the dispute, by certified mail, return receipt requested, or by personal service. The demand shall set forth with reasonable specificity the basis of the dispute and the relief sought.

15.3. The mediation hearing will occur at a time and place convenient to the parties in Anoka County, Minnesota, within thirty (30) days of the date of selection or appointment of the mediator. Mediation or the waiver of mediation by both parties shall be a condition precedent to arbitration, the filing/serving of any lawsuit, or any other legal action. Mediation shall be conducted by a qualified neutral mediator selected by mutual agreement of the parties. If the parties cannot mutually agree upon a mediator within 14 days of notice under this section, the parties will promptly select a mutually acceptable mediation provider entity, which entity shall designate a mediator who is a licensed attorney with general knowledge of contract law and who has no ongoing relationship with either party.

15.4. Each party shall bear its own costs in the mediation. The parties shall share equally the fees and expenses of the mediator.

15.5. The law of the State of Minnesota shall govern all questions as to the validity, performance and enforcement of this Agreement. This Agreement shall be interpreted according to the laws of the State of Minnesota. All proceedings regarding this Agreement and project will be venued in the State of Minnesota's 10<sup>th</sup> Judicial District, Anoka County District Court.

**16. Counterparts**

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

**17. Entire Agreement**

17.1. This agreement includes the following, which are incorporated by reference.

17.1.1. Exhibit A (Statement of Work),

17.1.2. Exhibit B (Operations and Maintenance Plan), and

17.1.3. Exhibit C (Project Design).

17.2. Any modification or cancellation of this agreement shall be in writing and signed by both parties.

Project ID: City of Ramsey Riversbend Pond Project, 2024



17.3. Any written notice provided under this Agreement will be sent to the following recipients:

**CITY:**

Name: City of Ramsey, Public Works Director

Address1: 7550 Sunwood Dr NW

Address2: Ramsey, MN 55303

**ACD:**

Anoka Conservation District

1318 McKay Drive NE, Suite 300

Ham Lake, MN 55304

**CITY OF RAMSEY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ANOKA CONSERVATION DISTRICT**

Mary Jo Truchon Signature

ACD Board Chair Title

10-21-24 Date

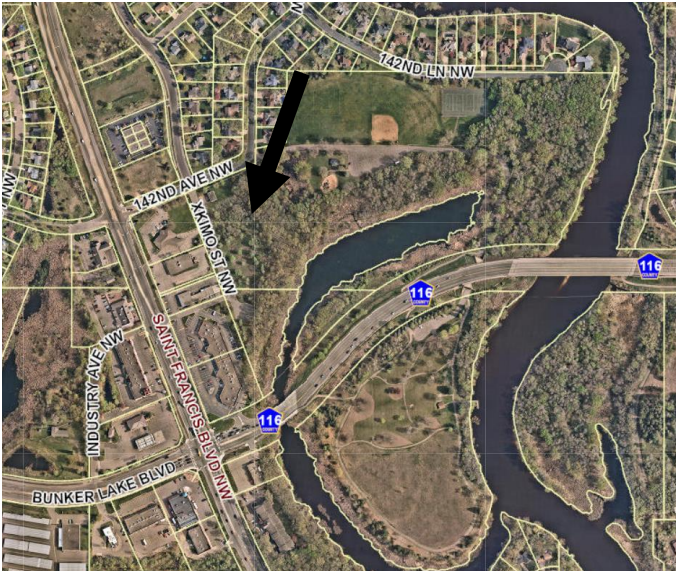
**EXHIBIT A**  
**STATEMENT OF WORK**  
**PROJECT: City of Ramsey Riversbend Pond Project, 2024**

**TO THE AGREEMENT BETWEEN**  
**The City of Ramsey and the Anoka Conservation District**

This Statement of Work describes work that the City will perform pursuant to the Agreement. All activities specified and detailed herein shall be performed in accordance with the Agreement, ACD Policy, and applicable federal and state laws and regulations and local ordinances.

SCOPE OF ACTIVITY

- A. Summary of Work:** This project is a stormwater treatment basin at Riversbend Park treating an approximately 35 acre drainage area. Work must be completed in a manner consistent with the Project Agreement.
- B. Project Location:**



- C. Activity Timeline:** The Project must be installed between August 23, 2024 and December 31, 2027.
- D. Eligible Expenses:** Materials and labor consistent with the Design. The percentage of eligible construction costs that may be paid with grant or grant match funds will be the percentage of project capacity that is treating existing development that is presently underserved (enhancement), as compared to new development (required), as determined by ACD.
- E. Ineligible Expenses:** The following are ineligible expenses: Expenses incurred prior to grant approval (August 23, 2024), stormwater conveyances not part of water quality treatment, expenses not consistent with the Design, aesthetic components without natural resources benefits, and others per ACD or MN Board of Water and Soil Resources grant policy. Expenses related to project capacity to treat stormwater as required by any applicable permit or law are not eligible.



**F. Responsibilities**

Task	Stipulation	Responsibility	
		City	ACD
Project design/plan	Design/plan must be developed by a qualified professional in accordance with funding source design specifications.	X	
Approve project design		X	
Secure all permits		X	
Utilities coordination		X	
Secure and pay installation contractor(s) and materials	The City will select contractor and execute construction contract.	X	
Oversee and approve installation	The City will provide day-to-day construction oversight. City to approve construction before final contractor payment.	X	
Modeling and Determine Grant Eligible Project Costs	ACD will create a project model to estimate the percentage of project capacity that is treating existing development that is presently underserved (enhancement), as compared to new development (required). ACD will determine the proportionate amount of construction costs eligible for grant or match funding.		X
Pay for labor, materials, & other construction expenses	ACD will reimburse the City based on construction invoices provided by the City.	X	X
Project closeout	The City will provide a signed record plan, prevailing wage documentation, IC134, project close out form. ACD will sign the project close out form upon its satisfactory review.	X	X
Comply with operations & maintenance requirements for the life of the project.		X	
Complete routine project inspections and provide maintenance guidance.			X
Comply with ACD Cost Share Policy		X	X

**ESTIMATED PROJECT COST RESPONSIBILITIES**

ELEMENT	RESPONSIBILITY (%)	
	CITY	ACD
Administration/ Project Development	100%	0%
Design/Engineering/Construction Management	100%	0%
Construction	All expenses not covered by ACD.	Eligible expenses up to \$309,500.30.*

\*Anticipated funding includes:

FY23 Rum Metro WBIF grant	\$ 70,000.00
FY23 Rum Metro WBIF grant match from LRRWMO	\$ 7,000.00
FY25 Rum Metro WBIF grant	\$216,250.00
FY25 Rum Metro WBIF grant match from LRRWMO (min req'd grant match)	\$ 16,250.30
FY25 Rum Metro WBIF grant match from LRRWMO (additional match)	\$ 7,599.70
LRRWMO Cost Share Grant Fund	<u>\$ 8,450.00</u>
<b>TOTAL</b>	<b>\$325,550.00</b>

In the event that any funding is withdrawn by the funding source or becomes unavailable, ACD's funding obligation to the Project will be accordingly reduced.



## Exhibit B – Operation & Maintenance Plan

# Operations and Maintenance Guidelines for the Riversbend Pond

This document describes tasks that should occur on a regular basis to remove captured pollutants and ensure the long-term success of the ponds.

Stormwater ponds are a cost effective practice capable of settling and capturing pollutants. The pollutants of greatest concern are particulate solids and phosphorus. As the basins fill with these pollutants, the effectiveness of the ponds will decrease and previously captured pollutants could be released from the pond into the lake.

Task	Year 1 after construction	Years 2-25
<b>Inspections</b>	Inspect twice. Inspect for: <ul style="list-style-type: none"> <li>• Erosion and stability.</li> <li>• Inlet and outlet integrity.</li> <li>• Trash, yard waste or other debris.</li> <li>• Pond is operating as designed.</li> </ul> Correct any problems.	Inspect every five years minimum, examining the items listed for the year 1 inspection plus: <ul style="list-style-type: none"> <li>• Measure accumulated sediment.</li> </ul>
<b>Accumulated Sediment Removal</b>		The MN Stormwater Manual recommends maintenance action when 50% of the pond volume has been lost to accumulated sediment. For inspection simplicity, the pond will be re-excavated to the design profile when the maximum depth has been reduced by 50% from the as-built depth.

Contact the Anoka Conservation District at 763-434-2030 with any questions.

Project ID: \_\_\_\_\_ City of Ramsey Riversbend Pond Project, 2024 \_\_\_\_\_



## Exhibit C – Project Design