1. Call to Order
2. Audience Comments on Items Not on the Agenda
3. Approval of Agenda
4. Approval of Minutes from the May 25, 2017, Meeting Page 2
5. Approval of Expenses Page 8
6. Acceptance of Treasurer’s Report Page 10
7. Business Items
   a. Authorization to execute a contract with Sunram Construction, Inc. for the South Creek Stream Habitat Restoration Project* Page 11
   b. Authorization to execute a contract with Sunram Construction, Inc. for the Rambling River Park Bank Stabilization and Habitat Restoration Project* Page 26
   c. Granting a VRWJPO permit to Debra McNab for a pole barn construction project in Eureka Township Page 42
   d. Authorization to accept a donation from Southern Dakota County Sportsman’s Club Page 51
   e. Authorization to proceed with social media outreach program Page 53
8. Staff Reports
9. Adjourn

*Additional materials included in the packet

Next Meeting Date: July 27, 2017 – Western Service Center, Room 334 at 1p.m.
Meeting Minutes
Vermillion River Watershed Joint Powers Board Meeting
May 25, 2017, 1:00 p.m.
Dakota County Western Service Center, Apple Valley, Conference Room 334

Board Members in Attendance
Dakota County Commissioner Mike Slavik, Chair
Scott County Commissioner Tom Wolf, Vice-Chair
Dakota County Commissioner Mary Liz Holberg, Secretary/Treasurer

Others in Attendance
Travis Thiel, VRWJPO Watershed Specialist
Helen Brosnahan, Dakota County Attorney’s Office
Mark Ryan, VRWJPO Watershed Engineer
Paula Liepold, VRWJPO Water Resources Educator
Jen Dullum, VRWJPO Education and Outreach Specialist
Brian Watson, Dakota County Soil and Water Conservation District (SWCD)

1. Call to Order
Meeting was called to order by the Board Chair at 1:05 p.m. All Board members were in attendance.

2. Audience Comments on Items Not on the Agenda
There were no comments from the audience. Travis Thiel introduced Jen Dullum, the new employee for the VRWJPO who will be serving as a full-time education and outreach specialist to fill and add to the position vacated by Kathy Carlson. Jen provided a brief introduction describing her interests and some of her duties over the last 14 years at the City of Farmington.

3. Approval of Agenda
Motion by Commissioner Holberg, Second by Commissioner Wolf, and passed on a unanimous vote to approve the agenda for the May 25, 2017 meeting.

4. Approval of Minutes from the March 23, 2017, Meeting
Motion by Commissioner Holberg, Second by Commissioner Wolf, and passed on a unanimous vote to approve the minutes of the March 23, 2017, meeting, as presented on May 25, 2017.

5. Approval of Expenses
Travis Thiel described the expenses that were not routine monthly items. The $12,500 invoice from Freshwater Society is for production of a white paper on impacts to water resources from aggregate mining. The Minnesota Department of Natural Resources (MN DNR) invoice for $1,000 is for stream geomorphology training for Mark...
Ryan in June. The United States Department of the Interior/United States Geologic Survey (USGS) invoice for $8,400 is for the VRWJPO contribution to the maintenance of the Vermillion River stream gage. The $4,685 total in invoices for Wenck includes final costs for 2016 fish monitoring and the consultant’s work on the South Creek/Blair property stream restoration project. Another $4,434.78 in expenses from February that were not included in the March expense report were also included in the request for approval, with $2,674 of that also coming from Wenck for fish survey work. All other listed expenses were routine monthly expenses.

Res. No. VRW 17-24: Motion by Commissioner Wolf, Second by Commissioner Holberg, and passed on a 3-0 roll call vote to approve the expenses totaling $159,253.28 that occurred between March 16th and May 17th, 2017, and $4,434.78 that occurred in February, as submitted on May 25, 2017.

6. Acceptance of Treasurer’s Report
Travis Thiel provided an overview of the Treasurer’s Report and noted that the budget carryover from 2016 was $337,938.

Res. No. VRW 17-25: Motion by Commissioner Wolf, Second by Commissioner Holberg, and passed on a 3-0 roll call vote to accept the Treasurer’s Report as presented on May 25, 2017.

7. Business Items

7a. Approval of proposed amendments to the Vermillion River Watershed Joint Powers Organization (VRWJPO) 2017 Budget
Travis Thiel explained the revised 2017 VRWJPO budget and provided detail on the specific line items that changed since the original 2017 budget. Among these items were: adjusting the fund balance from under-spending in 2016 and documenting this in the revenue portion, reflecting increases or decreases in some expenses relative to the original estimates, accounting for grant funding additions, and separating out grant-funded capital improvement projects (CIP) into unique budget categories.

Res. No. VRW 17-26: Motion by Commissioner Holberg, Second by Commissioner Wolf, and passed on a unanimous vote to approve the proposed amendments to the Vermillion River Watershed Joint Powers Organization (VRWJPO) 2017 Budget.

WHEREAS, at its meeting on December 12, 2016, the VRWJPB adopted the final VRWJPO 2017 Budget (Resolution No. VRW 16-54), including expenses totaling $2,933,200, total revenue of $2,995,200, and an expected cash reserve of $62,000; and

WHEREAS, budget amendments are being proposed to adjust the fund balance from under-spending and transfer of 2016 appropriations to 2017, reflect adjusted expenses, and account for new grants received; and

WHEREAS, the proposed budget amendments are in the following budget categories and lines: Monitoring and Data Analysis (line 5b); Capital Improvement Projects (lines 5, 7, 8, 11, 12, 13, 14, and 15); CWF Grant (BWSR) Alimagnet Lake (lines 1 and 2); CWF Grant (BWSR) Phosphorus Treatment Cty Rd 50 (lines 1 and 2); CWF Grant (BWSR) South Branch Nitrate Treatment (lines 1 and 2); CWF Grant (BWSR) Lakeville Hydrodynamic Separator (lines 1 and 2); CWF Grant (BWSR) South Creek Temperature Reduction (lines 1 and 2); and

WHEREAS, the budget amendments would bring the total expenses in 2017 to $3,991,250, the total revenue to $4,110,088, and a cash reserve of $118,838; and

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB approves the proposed amendments to the VRWJPO 2017 Budget as presented at its meeting on May 25, 2017.
7b. Authorization to amend the Joint Powers Agreement with the City of Farmington for the Rambling River Park Bank Stabilization and Habitat Restoration Project

Travis Thiel presented the proposed amendment to the existing Joint Powers Agreement (JPA). VRWJPO staff is proposing the amendment to allow for the VRWJPO to bid and contract with a contractor to complete the stream restoration project in Rambling River Park and the replacement of a portion of the City of Farmington’s bituminous trail in the park. Previously, the JPA stated that the City of Farmington would perform the bidding for the project, but the contract would be held by the VRWJPO. It was decided during design and preparation of bidding documents that it was better for the VRWJPO to bid and hold the contract. Also included in the amendment is allowing for a portion of the trail in the Park that will be damaged during the construction process to be reconstructed under the stream restoration contract. Under the agreement, the City of Farmington will pay for the trail replacement by reimbursing the VRWJPO for invoices paid to the contractor related to the trail. Some discussion occurred on this topic after Commissioner Holberg asked whether the VRWJPO has done this before. Staff indicated that the VRWJPO has not specifically provided the contract for work tasks to be paid by others but that it is common in Dakota County. Commissioner Slavik used a recent mill and overlay project in Castle Rock Township as an example where Dakota County contracted with a contractor to rehabilitate County roads and township roads with Castle Rock Township reimbursing the County for the work completed on township roads.

Res. No. 17-27: Motion by Commissioner Wolf, Second by Commissioner Holberg, and passed on a unanimous vote to amend the Joint Powers Agreement with the City of Farmington for the Rambling River Park Bank Stabilization and Habitat Restoration Project.

7c. Authorization to submit 2016 VRWJPO Annual Activity Report and Financial Statement to the Minnesota Board of Water and Soil Resources

Jen Dullum provided a brief summary of the status of the draft 2016 VRWJPO Annual Activity Report and Financial Statement and acknowledged that some changes to the document have been made since an earlier draft was provided in the meeting packet. Due to the next board meeting being after the required submittal date to the
Minnesota Board of Water and Soil Resources (BWSR), staff had to request this authorization while the draft report is being finished. Commissioner Slavik noted that some of the home communities for the Watershed Planning Commission (WPC) members should be changed, and no other comments were made by the Commissioners.

Res. No. 17-28: Motion by Commissioner Wolf, Second by Commissioner Holberg, and passed on a unanimous vote to authorize submittal of the 2016 VRWJPO Annual Activity Report and Financial Statement to the Minnesota Board of Water and Soil Resources

WHEREAS, Minnesota Rule 8410.0150 requires watershed management organizations to submit an annual activity report financial statement and annual audit to the BWSR within 120 days following the end of the watershed management organization’s fiscal year; and

WHEREAS, due to staffing changes, the VRWJPO requested an extension for submission from BWSR, and an extension was granted until June 15, 2017; and

WHEREAS, the VRWJPO staff is preparing the 2016 Annual Activity Report and Financial Statement in compliance with Minnesota Rule 8410.0150 for review; and

WHEREAS, due to this timeframe, the Vermillion River Watershed Planning Commission (WPC) and Vermillion River Watershed Joint Powers Board (VRWJPB) will only be able to review and submit comments on the draft of the report; and

WHEREAS, the Audit Report will be sent to BWSR when made available to the VRWJPO.

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB authorizes staff to submit the final 2016 Annual Activity Report and Financial Statement to the BWSR on or before June 15, 2017.

7d. Update and presentation on the VRWJPO local standards evaluation program

Mark Ryan provided a status update on the scope and schedule for the rollout of the local standards evaluation program. Under this program, VRWJPO staff will review the application of local controls for all cities and townships in the watershed that have retained permitting authority to ensure that VRWJPO Standards are being met or exceeded. To date, work on the program has included outreach to communities about the best contact persons for the program, development of an evaluation framework document, and a meeting to receive valuable feedback from member cities and townships in April. After receiving input from the communities, VRWJPO staff will focus on an annual meeting with all communities as an opportunities for cooperation and communication about the spot-check review of local permits that the VRWJPO wishes to perform.

Commissioner Holberg requested that presentations, like the one provided on the standards evaluation, be included in future meeting agenda packets. Commissioners Slavik and Holberg inquired whether more resources could be allocated to certain communities with less staff during this review process. Staff responded that this initial standards evaluation will set the baseline of performance for each community and may provide a basis for allocation of more resources to specific communities in the future. Commissioner Slavik reiterated the importance of tailoring questions and the review approach to the different communities. Staff indicated that the questions will all be the same, but the approach will be adjusted to accommodate staffing levels and knowledge of water resources depending on the local community contact. The Commissioners requested that VRWJPO staff let them know when annual meetings are set with the local communities in their districts so that they are aware for potential follow-up questions.

This item was an informational item only.
7e. Update and presentation by Dakota County Soil and Water Conservation District (SWCD) on changes to cost-share policies

Brian Watson provided a summary of the cost-share programs that the Dakota SWCD provides for projects, including those in the Vermillion River Watershed. Opportunities include six programs for projects of varying size and for various types of partners. More recently, the Dakota SWCD has designated priority locations for their work and taken an approach to complete larger assessments and rank the resulting projects by their potential pollutant reductions. This ensures that the projects are prioritized and targeted in a similar manner to metrics used by State agencies for grant funding. Furthermore, the SWCD, through its Board, has increased the cost-contribution for projects that are highly ranked. Those projects identified to reduce pollutants at a cost of < $10 per ton (of sediment reduced in this example) are eligible for up to 90% cost-share funding while others are only eligible for 75% cost-share.

This item was an informational item only.

8. Staff Reports

a. Paula Liepold asked for input from the Commissioners on the potential for a watershed tour this year. Commissioner Holberg indicated that many attendees seem to be aware of the projects and would like to see the invite targeted at more City Council members and others who may not be aware of the project work. Commissioner Wolf indicated that the event seems costly with the previous set up and thought that an afternoon tour could reduce cost and provide a better time for attendees than Friday morning. All Commissioners reiterated that it is important to do the tour but that a frequency of every other year is best. Odd years are proposed to avoid election years for the Commissioners. A tentative date and time of Thursday, September 21, from 2-5 pm was agreed on for 2017.

b. Mark Ryan updated the VRWJPB on recent project developments. Proposals were received by the Minnesota Zoo for the stormwater reuse system at the Tropics building to be funded by grants and VRWJPO dollars. Only one proposal for design build services was received for the project, and the projected total cost for construction included with the design fee cost was above the project budget. The Minnesota Zoo is working with the team of contractors and consultants who proposed on the project about reductions of scope and/or service fees before considering a contract. Earlier in May, Mark Ryan and Travis Thiel attended the pre-construction meeting for the County Road 78 project that also includes the South Branch nitrate treatment system. The contractor intends to start the treatment portion of the project in late July or early August, and Dakota County Transportation staff asked that the VRWJPO lay out its expectations for the contractor regarding construction of the treatment practices.

c. Travis Thiel asked the Commissioners for input on the need for a strategic planning session and what should be accomplished at that time. Commissioners Wolf and Slavik agreed that a strategic discussion could be held immediately after an upcoming Board meeting rather than having a separate meeting. Commissioner Slavik indicated that the two reasons that he wanted the session were the local standards evaluation and a budget discussion, with the first one being mostly satisfied by item 7d on today’s agenda. The budget discussion should include an evaluation of the work being done at current funding levels and what happens to the performance of the VRWJPO with increases and decreases in funding.

d. Travis Thiel provided a brief update that the two stream restoration projects in Farmington (Rambling River Park and South Creek/Blair Property) are currently out for bid.

Adjourn

Motion by Commissioner Wolf, Second by Commissioner Holberg, and passed on a unanimous voice vote to adjourn the meeting at 2:29 p.m.

Next Meeting Date: June 22, 2017 – Western Service Center, Room 334 at 1:00 p.m.
Respectfully submitted:
Mark Ryan
Vermillion River Watershed Joint Powers Organization

Mark Zabel
Administrator for the Vermillion River Watershed Joint Powers Organization

Attest

______________________________________________________    ____________
Commissioner Mary Liz Holberg  Secretary/ Treasurer  Date
Date:       June 22, 2017
To:         Vermillion River Watershed Joint Powers Board
From:       Staff
Subject:    Joint Powers Organization Expenses

On May 25, 2017, the Joint Powers Board approved expenses from March 16, 2017 through May 18, 2017 totaling $163,688.06

The invoices submitted between May 18th, 2017 and June 14th, 2017 for approval are listed below:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dakota County Attorney time (January February March)</td>
<td>$232.00</td>
</tr>
<tr>
<td>Dakota County Staff time (May 2017)</td>
<td>$29,820.69</td>
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<tr>
<td>Jean Beattie Consulting (Invoice 1754)</td>
<td>$2,840.00</td>
</tr>
<tr>
<td>P-Card: Menards</td>
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<tr>
<td>P-Card: MPARS (Invoices: BURWAT000124469, BURWAT000124470)</td>
<td>$200.00</td>
</tr>
<tr>
<td>Scott County (Invoices IN20130)</td>
<td>$583.36</td>
</tr>
</tbody>
</table>

Total approved expenses as presented on May 25, 2017 $33,727.77

Action Requested: Approve all above expenses as presented on June 22, 2017
### Dakota County Staff Cost Related to the Vermillion Watershed

#### May-17

| Name               | Hours | Total Cost | Operations | Research & Planning | Monitoring & Assessment | Public & Community Involvement | Regulation | Coordination & Collaboration | Feasibility/Proposals | NR | CR | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC | CRGF | CRGC |
### 2017 Vermillion River Watershed Joint Powers Organization

**Treasurer's Report**  
June 22, 2017 - Vermillion River Watershed Joint Powers Board Meeting

<table>
<thead>
<tr>
<th>I. Administration &amp; Operations (217002-0000)</th>
<th>Budget Amounts</th>
<th>Expenses to Date</th>
<th>Expenses Pending</th>
<th>Account Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$232,000.00</td>
<td>$61,156.39</td>
<td>$13,150.21</td>
<td>$157,693.40</td>
</tr>
</tbody>
</table>

| II. Research & Planning (217002-0130)      | $29,000.00     | $605.50          | -               | $28,394.50     |

| III. Monitoring & Assessment (217002-0230)  | $184,000.00    | $43,725.27       | $977.18         | $139,297.55    |

| IV. Public Communications & Outreach (217002-0330) | $219,250.00 | $47,229.52 | $10,238.17 | $161,782.31 |

| V. Regulation (217002-0530)                 | $102,900.00   | $10,041.33      | $2,407.32       | $90,451.35     |

| VI. Coordination & Collaboration (217002-0531) | $20,000.00  | $1,446.42       | $763.30          | $17,790.28     |

| VII. Feasibility/Preliminary Studies (217002-0631) | $127,000.00 | $49,173.23 | $3,333.82 | $74,492.95 |

| X. Capital Improvement Projects (217092-0130) | $907,150.00 | $73,413.29 | -              | $833,736.71    |

| XI. MN Zoo Grant (217002-0832)               | $260,000.00  | $5,100.23       | $14.27          | $254,885.50    |

| XII. CPL Grant - Rambling River (217002-0833) | $290,000.00 | $4,856.24 | $1,466.63 | $283,677.13 |

| XIII. CPL Grant - Flagstaff (217002-0835)    | $298,000.00  | $1,333.71       | $100.00         | $296,666.29    |

| XIV. CWF Grant - Almagnet (217002-0836)      | $291,450.00  | -                | -               | $291,450.00    |

| XV. CWF Grant - County Road 50 (217002-0837) | $157,500.00  | -                | -               | $157,500.00    |

| XVI. CWF Grant - South Branch (217002-0838)  | $462,200.00  | $55.98           | $736.68         | $461,407.34    |

| XVII. CWF Grant - Lakeville (217002-0839)    | $166,000.00  | -                | $540.19         | $165,459.81    |

| XVIII. CWF Grant - South Creek (217002-0840) | $244,800.00  | -                | -               | $244,800.00    |

**VRW JPO Revised Budget Expense TOTAL**  
$3,991,250.00  
$298,137.11  
$33,727.77  
$3,659,385.12

**Budget Funding Sources**

- Scott County Levy: $33,500.00
- Dakota County Levy: $861,700.00
- Expected 2016 Carryover (Fund Balance): $337,038.00
- Special Use Permit: -
- 2017 CWF Grants (BWSR): $1,066,950
- CPL Grant Rambling River (DNR): $255,000.00
- CPL Grant Flagstaff (DNR): $268,000.00
- Metropolitan Council Zoo Grant: $230,000.00
- Fiscal Disp: $110,000.00
- Expected CIP: $932,000.00
- Investment Earnings: $15,000.00

**Total Budget Funding Sources:** $4,110,088.00
**7a. Authorization to Execute a Contract with Sunram Construction, Inc. for the South Creek Stream Habitat Restoration Project in Farmington**

**Meeting Date:** 6/22/17  
**Item Type:** Regular-Action  
**Contact:** Travis Thiel  
**Telephone:** 952-891-7546  
**Prepared by:** Travis Thiel  
**Reviewed by:** N/A

**PURPOSE/ACTION REQUESTED**
- Authorization to execute a contract with Sunram Construction, Inc. for the South Creek stream habitat restoration project in Farmington

**SUMMARY**
The Vermillion River Watershed Joint Powers Organization (VRWJPO) received a Minnesota Department of Natural Resources (DNR) Conservation Partner’s Legacy (CPL) grant for a project to improve and restore stream habitat within South Creek in Farmington. The project includes:

- Construction of bioengineering restoration practices on the banks and channel of the Vermillion River, including: tree pins, brush mattresses, toewood stabilization, and boulder toe stabilization.
- Controlled site access to sensitive areas with the intent of minimizing temporary wetland impacts.
- Excavation that will require landscape-size equipment that minimizes damage to the existing site conditions and use of prescribed backfill material, woody material, and landscape boulders and rock.
- Landscaping that will include seeding, erosion control blanket, installation of mulch, and various site landscaping tasks that may be necessary.

The VRWJPO issued a request for bids for the project, with bidding documents available for review May 22, 2017, on the bids/proposals page of the Dakota County website. Sealed bids were received at the VRWJPO, Dakota County Western Service Center - 3rd floor, 14955 Galaxie Avenue, Apple Valley, Minnesota, 55124-8579 until 9 a.m. on Tuesday, June 13, 2017, at which time they were opened and read aloud.

The VRWJPO received bids on the project from three companies, which were evaluated based upon a pre-determined set of criteria. The VRWJPO has selected the bid from Sunram Construction, Inc. as best fulfilling the requirements set forth in bidding documents and meeting the needs of the project. Staff requests the Vermillion River Watershed Joint Powers Board (VRWJPB) to authorize the chair to execute a contract with Sunram Construction, Inc. in an amount not to exceed $233,989.00 for the South Creek stream habitat restoration project in Farmington.

**EXPLANATION OF FISCAL/FTE IMPACT**
The VRWJPO 2017 Budget includes $30,000 VRWJPO cash match and $268,000 in CPL grant funding for the project.
RESOLUTION

7a. Authorization to Execute a Contract with Sunram Construction, Inc. for the South Creek Stream Habitat Restoration Project in Farmington

WHEREAS, the Vermillion River Watershed Joint Powers Organization (VRWJPO) received a Minnesota Department of Natural Resources (DNR) Conservation Partner’s Legacy (CPL) grant for a project to improve and restore stream habitat within South Creek in Farmington; and

WHEREAS, the project includes:

- Construction of bioengineering restoration practices on the banks and channel of the Vermillion River, including: tree pins, brush mattresses, toewood stabilization, and boulder toe stabilization.
- Controlled site access to sensitive areas with the intent of minimizing temporary wetland impacts.
- Excavation that will require landscape-size equipment that minimizes damage to the existing site conditions and use of prescribed backfill material, woody material, and landscape boulders and rock.
- Landscaping that will include seeding, erosion control blanket, installation of mulch, and other various site landscaping tasks that may be necessary.

WHEREAS, the VRWJPO received bids on the project from three companies, which were evaluated based upon a pre-determined set of criteria; and

WHEREAS, the VRWJPO has selected the bid from Sunram Construction, Inc. as best fulfilling the requirements set forth in bidding documents and meeting the needs of the project.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board authorizes the chair to execute a contract with Sunram Construction, Inc. in an amount not to exceed $233,989.00 for the South Creek stream habitat restoration project in Farmington.

Administrator’s Comments:
☐ Recommend Action
☐ Do Not Recommend Action
☐ Reviewed—No Recommendation
☐ Reviewed—Information Only
☐ Submitted at Commissioner Request

Reviewed by (if required):
☐ County Attorney’s Office
☐ Financial Services

County Administrator
VERMILLION RIVER WATERSHED JOINT POWERS
ORGANIZATION DAKOTA COUNTY, MINNESOTA

Notice is hereby given that sealed bids will be received at the Vermillion River Watershed Joint Powers Organization; Western Service Center at Dakota County – 3rd Floor; 14955 Galaxie Avenue; Apple Valley, Minnesota 55124-8579 until 9:00 A.M. CST on Tuesday June 13 at which time they will be opened and read aloud for the following project:

Vermillion River Joint Powers Organization South Creek Trout Habitat Restoration

The selected Contractor will provide services under a contract with Vermillion River Watershed Joint Powers Organization that includes but is not limited to:

- Construction of bioengineering restoration practices on the banks and channel of the Vermillion River including: cedar tree revetments, toewood stabilization, and boulder toe-stabilization.
- Controlled site access to sensitive areas with the intent of minimizing temporary wetland impacts.
- Excavation that will require landscape-size equipment that minimizes damage to the existing site conditions and use of prescribed backfill material, woody material, and landscape boulders and rock.
- Landscaping that will include seeding, erosion control blanket, installation of mulch, and other various site landscaping tasks that may be necessary.

It is anticipated that a contract to perform the work will be awarded by resolution of the Vermillion River Watershed Joint Powers Organization Board meeting scheduled for June 22, 2017.

DIGITAL COPIES OF THE BIDDING DOCUMENTS WILL BE MADE AVAILABLE ON MONDAY, MAY 22, 2017 AT:
https://www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/Pages/default.aspx
These documents may be downloaded for $20 by selecting “South Creek Trout Habitat Restoration” from the “Browse Project” page or eBidDoc #5141483 on the “Search Project” page at www.questcdn.com.

Bids must be accompanied by a certified check or corporate surety bond, made in favor of Dakota County in an amount of at least five (5) percent of the amount bid. The right is reserved to accept or reject any or all bids and to waive information therein.
05/25-06/06
Bid Bond

CONTRACTOR: (Name, legal status and address)
SUNRAM CONSTRUCTION INC

SURETY: (Name, legal status and principal place of business)
United Fire & Casualty Company
118 Second Avenue SE
P.O. Box 73909
Cedar Rapids, Iowa 52407

20010 75TH AVE N, CORCORAN, MN 55340
OWNER: (Name, legal status and address)

1955 GALAXIE AVE., APPLE VALLEY, MN 55124
VERMILLION RIVER WATERSHED JOINT POWERS

BOND AMOUNT: Five and 00/100 Percent of the Bid Amount
PROJECT: (Name, location or address, and Project number, if any)

CONSTRUCTION OF SOUTH CREEK TROUT HABITAT RESTORATION VERMILLION RIVER WATERSHED JPO BLAIR CHANNEL.
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. Signed and sealed this 13th day of June 2017

SUNRAM CONSTRUCTION INC

(Principal) (Seal)

(Title)

UNITED FIRE & CASUALTY COMPANY

(Surety) (Seal)

(Attorney in Fact) Nicole M. Coty (Title)

CCNT0525 (072010)
The language in this document conforms exactly to the language used in A/A Document A310 2010 edition.
CORPORATE ACKNOWLEDGMENT

STATE OF MINNESOTA
COUNTY OF HENNEPIN

On the 13th day of JUNE 2017 before me personally appeared, LEE SUNRAM to me, who being duly sworn, did depose and say: that s/he resides in MINNESOTA that s/he is the PRESIDENT of the Sunram Construction, Inc. the corporation described in and which executed the foregoing instrument; that s/he knew the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that s/he signed her/his name thereto by like order.

(SEAL)

Annette Shierts
Notary Public

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF DAKOTA

On the 13th day of June 2017 before me personally appeared, Nicole M. Coty to me known, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of United Fire & Casualty Company a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

Patricia Marie Rowan
Notary Public

Minneapolis

My Commission Expires January 31, 2020
KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

NICOLE M. COTY, OR PATRICIA M. ROWAN, OR M. A. JONES, OR CHRISTA SULLIVAN, ALL INDIVIDUALLY

of 2010 CENTRE POINTE BLVD PO BOX 64016 MENDOTA HEIGHTS, MN 55120

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature, provided that no single obligation shall exceed $10,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire October 12th, 2017 unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

Section 2. Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact."

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereeto affixed this 22nd day of May, 2017

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: [Signature]

Vice President

State of Iowa, County of Linn, ss: On this 22nd day of May, 2017 before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say, that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

JUDITH A. WRIGHT
Iowa Notarial Seal
Commission number 173941
My Commission Expires 04/23/2018

My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGI NALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations.

this 13th day of June, 2017

By: [Signature]

Secretary, UF&C
Assistant Secretary, UF&FPIC

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401
REQUEST FOR BIDS
FOR VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION

BID FORM

When preparing bid documents as a sealed bid, you will fill out this bid document within the packet and then provide a photo copy of the BID FORM ONLY and staple as a separate document. This provides easier reading of bids during public bid opening process.

BUSINESS NAME: Sunram Construction Inc.
ADDRESS: 2800 75th Ave. North
CITY, STATE, ZIP: Chaska, MN 55318
TELEPHONE: 763-440-2140 FAX: 763-444-3951
PROJECT MANAGER: Lyzz M. Sunram
DISCLOSURE OF SUB-CONTRACTORS: [ ] Yes [ ] No
SUB-CONTRACTOR INFORMATION: Wetland Habitat

Cost of Construction including all labor, equipment, and materials in accordance with the Design Documents for the following line items:

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Units</th>
<th>Qty</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>MOBILIZATION &amp; DEMOBILIZATION</td>
<td>LS</td>
<td>1</td>
<td>$13,500.50</td>
</tr>
<tr>
<td>2</td>
<td>SITE ACCESS</td>
<td>LS</td>
<td>1</td>
<td>$14,550.00</td>
</tr>
<tr>
<td>3</td>
<td>SITE RESTORATION</td>
<td>LS</td>
<td>1</td>
<td>$3,000.00</td>
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<tr>
<td>4</td>
<td>EROSION CONTROL</td>
<td>LS</td>
<td>1</td>
<td>$16,550.00</td>
</tr>
<tr>
<td>5</td>
<td>CLEARING &amp; GRUBBING</td>
<td>LS</td>
<td>1</td>
<td>$7,875.00</td>
</tr>
<tr>
<td>6</td>
<td>TREE REMOVAL (~ 10 TREES)</td>
<td>LS</td>
<td>1</td>
<td>$3,150.00</td>
</tr>
<tr>
<td>7</td>
<td>CLASS III RIPRAP ~ NO LIMESTONE (V- Vanes &amp; Stream Barbs)</td>
<td>TONS</td>
<td>450</td>
<td>$70.75</td>
</tr>
<tr>
<td>8</td>
<td>CLASS I RIPRAP ~ NO LIMESTONE, EQUALLY GRADED FIELD STONE 3&quot; - 6&quot; NOT ANGULAR</td>
<td>TONS</td>
<td>120</td>
<td>$69.75</td>
</tr>
<tr>
<td>9</td>
<td>24&quot; to 36&quot; FIELDSTONE BOULDERS (Boulder Toe, Cover Boulders &amp; Rockwads)</td>
<td>TONS</td>
<td>640</td>
<td>$76.55</td>
</tr>
<tr>
<td>10</td>
<td>GRANULAR FILTER (MnDOT 3601-2)</td>
<td>TONS</td>
<td>155</td>
<td>$45.60</td>
</tr>
<tr>
<td>11</td>
<td>BANK RESLOPING</td>
<td>LIN FT</td>
<td>550</td>
<td>$7.60</td>
</tr>
<tr>
<td>12</td>
<td>GEOTEXTILE FABRIC ~ MnDOT Type IV (Non-woven)</td>
<td>SY</td>
<td>770</td>
<td>$4.00</td>
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<tr>
<td>13</td>
<td>GEOTEXTILE FABRIC ~ MnDOT Type V (Woven)</td>
<td>SY</td>
<td>15</td>
<td>$10.00</td>
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<tr>
<td>14</td>
<td>ROOT WADS HARVEST AND TRANSPORT</td>
<td>EA</td>
<td>40</td>
<td>$525.00</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Unit</td>
<td>Quantity</td>
<td>Rate</td>
</tr>
<tr>
<td>---</td>
<td>------------------------------------------------------------------------------</td>
<td>------</td>
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</tr>
<tr>
<td>15</td>
<td>ROOT WAD INSTALLATION</td>
<td>EA</td>
<td>40</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>FOOTER LOGS INSTALLATION (Provided on-site by owner)</td>
<td>EA</td>
<td>21</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>18” COIR LOG IN PLACE MEASURED BY CHANNEL LENGTH</td>
<td>LIN FT</td>
<td>320</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>BRUSH MATTRESS</td>
<td>SY</td>
<td>115</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>NATIVE SEED</td>
<td>SY</td>
<td>660</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>ROLANKA BIOD-MAT 40 OR EQUAL EROSION CONTROL BLANKET</td>
<td>SY</td>
<td>660</td>
<td></td>
</tr>
<tr>
<td>21</td>
<td>NON-WOVEN ECB TYPE # STRAW CAT 2S (No Poly netting)</td>
<td>SY</td>
<td>660</td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>GRAVEL PAVE2.1520</td>
<td>SY</td>
<td>12</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>COURSE AGGREGATE BEDDING</td>
<td>TONS</td>
<td>60</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
In submitting this bid, it is understood that Vermillion River Watershed Joint Powers Organization reserves the right to reject any or all bids, to waive any informality or irregularity in any bid received and to accept any alternate (if applicable) in any order or combination. If awarded the Contract, the undersigned agrees to execute a contract within the specified time for the above stated compensation and to provide the required Performance Bond and Labor and Material Payment Bond. Failure to enter into a contract with Vermillion River Watershed Joint Powers Organization to perform the services for which the bid is submitted within fourteen (14) calendar days following receipt of notice of bid award and a contract, shall result in forfeiture of the five percent (5%) bid bond or bid security to Vermillion River Watershed Joint Powers Organization as liquidated damages. By signing this bid, the bidder understands and agrees to the terms and conditions set forth herein and in the Instruction to Bidders and General Specifications and drawings. The undersigned agrees if awarded the contract, one hundred percent (100%) of Final Completion must occur no later than August 31, 2017.

Indicate Addenda received: 1, 2

__________________________
__________________________
__________________________
__________________________
Ryan M. Sinner
(Name of Authorized Agent)
__________________________
Ryan M. Sinner
(Signature)
6/13/17
(Date)

Incorporated in the State of: Minnesota

Indicate type of company: Corporation

(Corporation/partnership/sole proprietorship)

This document can only be signed by an active officer or authorized representative of the company.
Project Name: South Creek Trout Habitat Restoration Vermillion River Watershed JPO Blair Channel

Bid Grand Total: $ 233,989.00

BID GUARANTY as required:

A certified check or bid bond, prepared as required by the Specifications and payable to the Vermillion River Watershed Joint Powers Organization Treasurer, in an amount equal to at least 5% of the total amount of the bid, is submitted herewith as bid guaranty.

It is agreed by the undersigned that this Bid Guaranty will be forfeited in the event this bid is accepted and the prescribed “non-collusion affidavit”, the Contract and the Contract Bond are not executed by Contractor.

RECEIPT OF ADDENDA as required:

The undersigned hereby acknowledges receipt of Addendum No. ______ Dated ________________

Addendum No. ______ Dated 5/24/17

Addendum No. ______ Dated ________________

Addendum No. ______ Dated 6/9/17

Addendum No. ______ Dated ________________

Signed ________________

EXECUTION OF BID as required:

This bid dated the ______ day of ____________ , 20_____

Signed: _____________________________ P.O. Address ________________________________ as an individual.

Signed: _____________________________ P.O. Address ________________________________ as an individual.

Doing business under the name and style of ________________________________

Signed: _____________________________ for ________________________________ a partnership,

Name _____________________________

Business Address ________________________________


Incorporated under the laws of the State of Minnesota

Name of President Lee W. Sunram Business Address 2201 75th Ave North

Name of Vice-President Ryan M. Sunram Business Address Corcoran, MN 55340

Name of Secretary ____________________________ Business Address ________________________________

Name of Treasurer ____________________________ Business Address ________________________________
REQUEST FOR BIDS
FOR VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION

CERTIFICATION OF CONTRACTOR COMPLIANCE WITH CONTRACT TERMS AND SPECIFICATIONS

According to the advertisement of Vermillion River Watershed Joint Powers Organization inviting bids for general contractor services for the South Creek Trout Habitat Restoration Vermillion River Watershed JPO Blair Channel in the City of Farmington, and in conformity with the Contract, Plans, and Specifications pertaining thereto, all on file in the Environmental Resources Department office:

(I)(We) hereby certify that (I am)(we are) the only person(s) interested in this bid as principal(s); that this bid is made and submitted without fraud or collusion with any other person, firm or corporation at all; that an examination has been made of the site of the work and the Contract form, with the Plans and Specifications for the improvement.

(I)(We) propose to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all materials specified, in the manner and at the time prescribed, all according to the terms of the Contract and Plans, Specifications, and the Special Provisions forming a part of this.

(I)(We) further propose to do all Extra Work that may be required to complete the contemplated improvement, at unit prices or lump sums to be agreed upon in writing before starting such work, or if such prices or sums cannot be agreed upon, to do such work on a Force Account basis.

(I)(We) further propose to furnish a payment bond equal to the Contract amount, and a performance bond equal to the Contract amount, with the aggregate liability of the bond(s) equal to twice the full amount of the Contract, as security for the construction and completion of the improvements according to the Plans and Specifications.

(I)(We) further propose to do all work according to the Plans and Specifications and to renew or repair any work that may be rejected due to defective materials or workmanship, before completion and acceptance of the work by Vermillion River Watershed Joint Powers Organization.

(I)(We) agree to all provisions of Minnesota Statutes, Section 181.59, and prohibiting discrimination by Contractor.

(I)(We) further propose to begin work and to prosecute and complete the same according to the time schedule set forth in the specifications for the improvement.

(I)(We) assign to Vermillion River Watershed Joint Powers Organization all claims for overcharges as to goods and materials purchased in connection with this Project resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subcontractors and first tier suppliers under this Contract.

(I)(We) fully intend to comply with the standards of equal employment and anti-discrimination as cited in the Civil Rights Act of 1964 as amended and the Equal Employment Opportunity Act.

ACCETANCE FORM:

SIGNATURE:  Lyen M. Suvam  PRINTED NAME:  Lyen M. Suvam

COMPANY & ADDRESS:  Suvam Construction Inc.  3200 75th Ave North  Coonrap M N  55343

PHONE NUMBER:  763-476-2140  FAX NUMBER:  763-494-3951
REQUEST FOR BIDS
FOR VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION

NOTICE TO BIDDERS AND ACKNOWLEDGEMENT OF CONTRACTOR OBIGATIONS

Design Documents for South Creek Trout Habitat Restoration Vermillion River Watershed JPO Blair Channel

Certain specification sections that have been traditionally included in the Request for Bids document are now available through the Internet. These specifications are also available by request from the Vermillion River Watershed Joint Powers Organization. This in no way reduces your responsibility to strictly adhere to these specifications.

The following specifications will be part of the contract for general contractor services and are available by request from the Vermillion River Watershed Joint Powers Organization (VRWJPO) and also through Dakota County's website at:

https://www.co.dakota.mn.us/Government/DoingBusiness/BidProposalsInformation/Pages/default.aspx

This contract requires strict adherence to these specifications. It is the contractor's responsibility to become familiar with them. Contractor acknowledges that it is familiar with the specifications and will adhere to their requirements when performing work under the contract for general contractor services.

Payments to Subcontractors

Bidders are advised that the 1990 Minnesota Legislature enacted a law requiring prompt payment to subcontractors. The law requires the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the State for undisputed services provided by the subcontractor. The law also requires the prime contractor to pay interest of 1-1/2 percent per month on an undisputed amount not paid on time to the subcontractor. If the Contractor fails to make this payment within the specified time, the applicable payment may be deducted from future payments to Contractor.

Independent Contractor Status

Contractor is an independent contractor and nothing herein or in the contract for services and work shall be construed to create the relationship of employer and employee between VRWJPO and Contractor. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services. Contractor shall have discretion as to working methods, hours and means of operation. Contractor acknowledges and agrees that Contractor is not entitled to receive any of the benefits received by VRWJPO employees and is not eligible for workers' or unemployment compensation benefits through VRWJPO. Contractor also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is Contractor's sole obligation to comply with the applicable provisions of federal and state tax laws.

Signed: [Signature]
Date: 6/13/17

for: Sunram Construction, Inc.
REQUEST FOR BIDS
FOR VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION
NON-COLLUSION DECLARATION

The following Non-Collusion Declaration shall be executed by the bidder:

State of Minnesota

County of Dakota

I, [Name], do state under penalty of perjury under 28 U.S.C. 1746 of the laws of the United States:

1. I am the authorized representative of [Name of person, partnership/corporation submitting this bid] and that I have the authority to make this declaration for and on behalf of said bidder;

2. that, in connection with this bid, the bidder has not either directly or indirectly entered into an agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;

3. that, to the best of my knowledge and belief, the contents of this bid have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the bid and will not be communicated to any person(s) who is not an employee or agent of the bidder or of the surety prior to the official opening of the bid, and

4. that, I have fully informed myself regarding the accuracy of the statements made in this declaration.

Signed: [Signature]

(Bidder or his authorized representative)
REQUEST FOR BIDS  
FOR VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION  
STATE OF MINNESOTA - RESPONSIBLE CONTRACTOR CERTIFICATE  

Applies to all prime contracts in excess of $50,000

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria listed in Minnesota Statutes §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor making the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract previously awarded to a prime contractor or subcontractor that makes a false statement regarding minimum criteria.

When requested a prime contractor shall submit to the Vermillion River Watershed Joint Powers Organization copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes §16C.285, subdivision 3, clause 7.

By signing this statement, I, ___________________________ (typed or printed name), ___________________________ (title) certify that I am an owner or officer or authorized representative of the company and do verify under oath that my company is in compliance with each of the Responsible Contractor minimum criteria listed in Minnesota Statutes §16C.285.

_______________________________
(name of the person, partnership or corporation submitting this proposal)

_______________________________
(business address)

Signed: ___________________________  ________________
(owner, officer or authorized representative)  Date

Ryan M. Sunam  6/13/17
7b. Authorization to Execute a Contract with Sunram Construction, Inc. for the Rambling River Park Stream Habitat Restoration Project in Farmington

Meeting Date: 6/22/17
Item Type: Regular-Action
Contact: Travis Thiel
Telephone: 952-891-7546
Prepared by: Travis Thiel
Reviewed by: N/A

PURPOSE/ACTION REQUESTED
- Authorization to execute a contract with Sunram Construction, Inc. for the Rambling River Park stream habitat restoration project in Farmington

SUMMARY
The Vermillion River Watershed Joint Powers Organization (VRWJPO) received a Minnesota Department of Natural Resources (DNR) Conservation Partner’s Legacy (CPL) grant for a project to improve and restore stream habitat within South Creek in Farmington. The project includes:

- Construction of bioengineering restoration practices on the banks and channel of the Vermillion River, including: cedar tree revetments, toewood stabilization, and boulder toe stabilization.
- Controlled site access to sensitive areas with the intent of minimizing temporary wetland impacts.
- Excavation that will require landscape-size equipment that minimizes damage to the existing site conditions and use of prescribed backfill material, woody material, and landscape boulders and rock.
- Landscaping that will include seeding, erosion control blanket, installation of mulch, and other various site landscaping tasks that may be necessary.
- Reconstruction of the existing bituminous trail in the project work area and extension of a spur trail to a fishing access location.

The VRWJPO issued a request for bids for the project, with bidding documents available for review May 8, 2017, on the bids/proposals page of the Dakota County website. Sealed bids were received at the VRWJPO, Dakota County Western Service Center - 3rd floor, 14955 Galaxie Avenue, Apple Valley, Minnesota, 55124-8579 until 9 a.m. on Wednesday, June 7, 2017, at which time they were opened and read aloud.

The VRWJPO received bids on the project from two companies, which were evaluated based upon a predetermined set of criteria. The VRWJPO has selected the bid from Sunram Construction, Inc. as best fulfilling the requirements set forth in bidding documents and meeting the needs of the project. Staff requests the Vermillion River Watershed Joint Powers Board (VRWJPB) to authorize the chair to execute a contract with Sunram Construction, Inc. in an amount not to exceed $188,284 for the Rambling River Park stream habitat restoration project in Farmington.

EXPLANATION OF FISCAL/FTE IMPACT
The VRWJPO 2017 Budget includes $5,000 VRWJPO cash match, $30,000 in-kind match, and $255,000 in CPL grant funding for the project. The City of Farmington will reimburse the VRWJPO $26,000 for the cost of the trail reconstruction portion of the project. The Southern Dakota County Sportsman’s Club will provide boulders and donate cash in an amount of $1,650 to the VRWJPO for boulder placement as part of the fishing access portion of the project.
Supporting Documents:
Attachment A: Request for Proposals for the Rambling River Park Stream Habitat Restoration Project in Farmington
Attachment B: Proposal and Bid from Sunram Construction, Inc. for the Rambling River Park Stream Habitat Restoration Project
Attachment C: Rambling River Park Stream Habitat Restoration Bid Tabulation

Previous Board Action(s):
- ;
- ;

RESOLUTION

7b. Authorization to Execute a Contract with Sunram Construction, Inc. for the Rambling River Park Stream Habitat Restoration Project in Farmington

WHEREAS, the Vermillion River Watershed Joint Powers Organization (VRWJPO) received a Minnesota Department of Natural Resources (DNR) Conservation Partner’s Legacy (CPL) grant for a project to improve and restore stream habitat within Rambling River Park in Farmington; and

WHEREAS, the project includes:

- Construction of bioengineering restoration practices on the banks and channel of the Vermillion River, including: cedar tree revetments, toewood stabilization, and boulder toe stabilization.
- Controlled site access to sensitive areas with the intent of minimizing temporary wetland impacts.
- Excavation that will require landscape-size equipment that minimizes damage to the existing site conditions and use of prescribed backfill material, woody material, and landscape boulders and rock.
- Landscaping that will include seeding, erosion control blanket, installation of mulch, and other various site landscaping tasks that may be necessary.
- Reconstruction of the existing bituminous trail in the project work area and extension of a spur trail to a fishing access location.

WHEREAS, the VRWJPO received bids on the project from two companies, which were evaluated based upon a pre-determined set of criteria; and

WHEREAS, the VRWJPO has selected the bid from Sunram Construction, Inc. as best fulfilling the requirements set forth in bidding documents and meeting the needs of the project.

NOW, THEREFORE, BE IT RESOLVED, that the Vermillion River Watershed Joint Powers Board authorizes the chair to execute a contract with Sunram Construction, Inc. in an amount not to exceed $188,284 for the Rambling River Park stream habitat restoration project in Farmington.

Administrator’s Comments:
☐ Recommend Action
☐ Do Not Recommend Action
☐ Reviewed—No Recommendation
☐ Reviewed—Information Only
☐ Submitted at Commissioner Request

Reviewed by (if required):
☐ County Attorney’s Office
☐ Financial Services

County Administrator
Notice is hereby given that sealed bids will be received at the Vermillion River Watershed Joint Powers Organization; Western Service Center at Dakota County - 3rd Floor; 14955 Galaxie Avenue; Apple Valley, Minnesota 55124-8579 until 9:00 A.M. CT on Wednesday, June 7, 2017 at which time they will be opened and read aloud for the following project:

Vermillion River Watershed Joint Powers Organization and the Dakota County Soil and Water Conservation District are partnering with the City of Farmington to complete a stream restoration project on the Vermillion River in Rambling River Park.

The selected Contractor will provide services under a contract with Vermillion River Watershed Joint Powers Organization that includes but is not limited to:

- Construction of bioengineering restoration practices on the banks and channel of the Vermillion River, including: cedar tree revetments, toewood stabilization, and boulder toe stabilization.
- Controlled site access to sensitive areas with the intent of minimizing temporary wetland impacts.
- Excavation that will require landscape-size equipment that minimizes damage to the existing site conditions and use of prescribed backfill material, woody material, and landscape boulders and rock.
- Landscaping that will include seeding, erosion control blanket, installation of mulch, and other various site landscaping tasks that may be necessary.
- Reconstruction of the existing bituminous trail in the project work area and extension of a spur trail to a fishing access location.

It is anticipated that a contract to perform the work will be awarded by resolution of the Vermillion River Watershed Joint Powers Organization Board meeting scheduled for June 22, 2017.


These documents may be downloaded for $10 by selecting “Rambling River Park Stream Restoration Project” from the “Browse Project” page or eBidDoc #4526642 on the “Search Project” page at www.questcdn.com.

Bids must be accompanied by a certified check or corporate surety bond, made in favor of Dakota County in an amount of at least five (5) percent of the amount bid. The right is reserved to accept or reject any or all bids and to waive informalities therein.

To be inserted:


Affidavits Required: 1
Bid Bond

CONTRACTOR: (Name, legal status and address)
SUNRAM CONSTRUCTION INC

SURETY: (Name, legal status and principal place of business)
United Fire & Casualty Company
118 Second Avenue SE
P.O. Box 73909
Cedar Rapids, Iowa 52407

OWNER: (Name, legal status and address)
VERMILLION RIVER WATERSHED JOINT POWERS
1955 GALAXIE AVE., APPLE VALLEY, MN 55124

BOND AMOUNT: Five and 00/100 Percent of the Bid Amount

CONSTRUCTION OF RAMBLING RIVER PARK STREAMBANK AND HABITAT RESTORATION PROJECT.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Surety and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond. Signed and sealed this 7th day of June 2017

Annette Sheets (Witness)

SUNRAM CONSTRUCTION INC

Lee Sumara (Principal) (Seal)

United Fire & Casualty Company

Attorney in Fact Nicole M. Coty (Title) (Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF MINNESOTA
COUNTY OF HENNEPIN

On the 7th day of June 2017, before me personally appeared, LEE SUNRAM, who being duly sworn, did depose and say: that s/he resides in MINNESOTA that s/he is the PRESIDENT of the Sunram Construction, Inc. the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that s/he signed her/his name thereto by like order.

(SEAL)

ANNETTE MARIE WIERTS
NOTARY PUBLIC
STATE OF MINNESOTA
MY COMMISSION EXPIRES JANUARY 31, 2020

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF MINNESOTA
COUNTY OF Dakota

On the 7th day of June 2017, before me personally appeared, Nicole M. Coty, who being duly sworn, did say: that s/he resides in Minnesota that s/he is the aforesaid officer or attorney in fact of United Fire & Casualty Company a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument as signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

PATRICIA MARIE ROWAN
Notary Public
Minnesota
My Commission Expires January 31, 2020
KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, do make, constitute and appoint

NICHOLAS COTY, OR PATRICIA M. ROWAN, OR M. A. JONES, OR CHRISTA SULLIVAN, ALL INDIVIDUALLY

of 201 CENTRE POINTE BLVD PO BOX 64016 MENDOTA HEIGHTS, MN 55120
their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed $10,000,000.00 and bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire October 6th, 2017, unless sooner revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"
Section 2, Appointment of Attorney-in-Fact: "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be facsimile to any power of attorney or special power of attorney or certification of any corporation; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Companies by their signature and execution of any such instruments and to affix the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact."

IN WITNESS WHEREOF, the Companies have each caused these presents to be signed by its vice president and its corporate seal to be hereunto affixed this 6th day of May, 2017.

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: [Signature] Vice President

Starbuck, County of Koochiching, SS
On the 6th day of May 2017 before me personally came Dennis J. Richmann to me, who being by me duly sworn, did depose and say that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY; the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and subscribed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.

Judith A. Davis, Notary Public

I, Dennis J. Richmann, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney herein, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGI 1 N. 9 IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said Corporations, that the said Power of Attorney has not been revoked and is now in full force and effect.

On the 6th day of June 2017.

By: [Signature]

Secretary, UF&C
Assistant Secretary, UF&J/FPIC

Inquiries: Surety Department 118 Second Ave SE Cedar Rapids, IA 52401
REQUEST FOR BIDS
FOR VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION

BID FORM

When preparing bid documents as a sealed bid, you will fill out this bid document within the packet and then provide a photo copy of the BID FORM ONLY and staple as a separate document. This provides easier reading of bids during public bid opening process.

BUSINESS NAME: Sundrum Construction Inc

ADDRESS: 20010 75th Ave North

CITY, STATE, ZIP: Corcoran MN 55340

TELEPHONE: 763-470-2140  FAX: 763-494-3956

PROJECT MANAGER: Ryan M Sundrum

DISCLOSURE OF SUB-CONTRACTORS: ☐ Yes ☐ No

SUB-CONTRACTOR INFORMATION: ________________________________

Cost of Construction including all labor, equipment, and materials in accordance with the Design Documents for the following line items:
<table>
<thead>
<tr>
<th>Item #</th>
<th>Spec</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
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<td>1</td>
<td>01 01 00</td>
<td>MOBILIZATION</td>
<td>LS</td>
<td>1</td>
<td>9500.25</td>
<td>9500.25</td>
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<td>2</td>
<td>31 11 00</td>
<td>CLEARING &amp; GRUBBING, TOPSOIL, STRIPPING, STOCKPILING, AND SPREADING</td>
<td>LS</td>
<td>1</td>
<td>4000.00</td>
<td>4000.00</td>
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<tr>
<td>3</td>
<td>31 00 00</td>
<td>EARTHWORK</td>
<td>CY</td>
<td>235</td>
<td>28.50</td>
<td>6697.50</td>
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<td>EARTHWORK</td>
<td>CY</td>
<td>296</td>
<td>23.50</td>
<td>6956.00</td>
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<tr>
<td>5</td>
<td>35 42 34</td>
<td>FOOTER LOGS (10&quot; MIN DIAMETER)</td>
<td>EA</td>
<td>25</td>
<td>395.00</td>
<td>9875.00</td>
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<td>6</td>
<td>35 42 34</td>
<td>ROOTWADS (12-18&quot; DIAMETER)</td>
<td>EA</td>
<td>35</td>
<td>490.00</td>
<td>17150.00</td>
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<td>7</td>
<td>35 42 34</td>
<td>WOODY DEBRIS FILL MATERIAL</td>
<td>CY</td>
<td>80</td>
<td>72.00</td>
<td>5760.00</td>
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<td>8</td>
<td>35 42 34</td>
<td>SOIL LIFTS</td>
<td>LF</td>
<td>320</td>
<td>31.00</td>
<td>9920.00</td>
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<td>9</td>
<td>35 42 34</td>
<td>SILL LOGS (10&quot; MIN DIAMETER) - PROVIDED</td>
<td>EA</td>
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<td>300.00</td>
<td>3000.00</td>
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<td>10</td>
<td>35 42 34</td>
<td>CEDAR/SPRUCE TREE RE-VETMENT</td>
<td>LF</td>
<td>125</td>
<td>108.50</td>
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<td>11</td>
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<td>ANGULAR BOULDERS (24-36 INCH DIAMETER)</td>
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<td>ANGULAR STONE (12-18 INCH DIAMETER)</td>
<td>CY</td>
<td>50</td>
<td>125.00</td>
<td>6250.00</td>
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<td>13</td>
<td>32 92 19</td>
<td>KOLRMAT 700 (STREAM BANK STABILIZATION AREAS &amp; TOE WOOD STABILIZATION AREAS)</td>
<td>SF</td>
<td>6000</td>
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<td>MNDOT EG-2C(NN) (STREAM BANK STABILIZATION &amp; EXCAVATED FLOODPLAIN STABILIZATION AREAS)</td>
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<td>FUTERRA F4 NETLESS BLANKET (TURF AREAS)</td>
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<td>MNDOT CAT II NATURAL NET BLANKET (WETLAND ACCESS AREAS &amp; COMMON EXCAVATED AREAS)</td>
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<td>01 57 19</td>
<td>FLOATING SILT CURTAIN</td>
<td>LF</td>
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<td>17.00</td>
<td>9350.00</td>
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<td>18</td>
<td>01 57 19</td>
<td>STABILIZED CONSTRUCTION ENTRANCE MAT</td>
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<td>19</td>
<td>01 57 19</td>
<td>(WETLAND AREAS)</td>
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<td>14625.00</td>
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<tr>
<td>20</td>
<td>01 57 19</td>
<td>SILT FENCE</td>
<td>LF</td>
<td>1500</td>
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<td>21</td>
<td>01 57 19</td>
<td>TEMPORARY SEEDING AND MULCH</td>
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<td>TURF AREA SEEDING (MNDOT SEED MIX 25-131) WETLAND ACCESS AREA SEEDING</td>
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<td>MIX 34-261 RAPARIAN WET MIX</td>
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<td>6825.00</td>
<td>1023.75</td>
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<td>24</td>
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<td>BANK STABILIZATION AREA SEEDING (MNDOT SEED MIX)</td>
<td>AC</td>
<td>0.2</td>
<td>6825.00</td>
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</table>

**BASE BID TOTAL:** 157659.00
ALTERNATE BID ITEMS 1 - REPLACEMENT OF BITUMINOUS TRAIL

REMOVAL OF EXISTING BITUMINOUS
ALT 1-1 32 19 10 RECREATIONAL TRAIL
SY 400 18.25 7300.00

ALT 1-2 32 19 10 BASE COURSE & SUBGRADE PREPARATION
SY 400 17.25 6700.00

ALT 1-3 32 19 10 BITUMINOUS RECREATIONAL TRAIL REPLACEMENT
SY 400 29.50 11800.00

ALT BID 1 TOTAL: 26000.00

ALTERNATE BID ITEMS 2 - RIVER ACCESS TRAIL

BASE COURSE AND SUBGRADE FOR RIVER ACCESS
ALT 2-1 32 19 10 TRAIL
SY 15 56.00 840.00

ALT 2-2 32 19 10 NEW BITUMINOUS TRAIL FOR RIVER ACCESS
SY 15 94.00 1410.00

ALT 2-3 35 31 19 ANGULAR BOULDERS (24-36 INCH DIAMETER)
CY 5 145.00 725.00

ALT 2-4 01 22 50 PLACEMENT OF LIMESTONE BENES - PROVIDED
EA 3 550.00 1650.00

ALT BID 2 TOTAL: 4625.00

BID FORM SUMMARY

BASE BID TOTAL: 157689.00
ALT BID 1 TOTAL: 26000.00
ALT BID 2 TOTAL: 4625.00
GRAND TOTAL: 188284.00
In submitting this bid, it is understood that Vermillion River Watershed Joint Powers Organization reserves the right to reject any or all bids, to waive any informality or irregularity in any bid received and to accept any alternate (if applicable) in any order or combination. If awarded the Contract, the undersigned agrees to execute a contract within the specified time for the above stated compensation and to provide the required Performance Bond and Labor and Material Payment Bond. Failure to enter into a contract with Vermillion River Watershed Joint Powers Organization to perform the services for which the bid is submitted within fourteen (14) calendar days following receipt of notice of bid award and a contract, shall result in forfeiture of the five percent (5%) bid bond or bid security to Vermillion River Watershed Joint Powers Organization as liquidated damages. By signing this bid, the bidder understands and agrees to the terms and conditions set forth herein and in the Instruction to Bidders and General Specifications and drawings. The undersigned agrees if awarded the contract, one hundred percent (100%) of Final Completion must occur no later than September 22, 2017.

Indicate Addenda received: [ ] 5/26/17

________________________________________
(Name of Authorized Agent)

________________________________________
(Signature)

________________________________________
(Date)

Incorporated in the State of: Minnesota

Indicate type of company: Corporation

(Corporation/partnership/sole proprietorship)

This document can only be signed by an active officer or authorized representative of the company.
Project Name: **Construction of Rambling River Park Streambank and Habitat Restoration Project**

Bid Grand Total: $188,284.00

**BID GUARANTY as required:**

A certified check or bid bond, prepared as required by the Specifications and payable to the Vermillion River Watershed Joint Powers Organization Treasurer, in an amount equal to at least 5% of the total amount of the bid, is submitted herewith as bid guaranty.

It is agreed by the undersigned that this Bid Guaranty will be forfeited in the event this bid is accepted and the prescribed "non-collusion affidavit", the Contract and the Contract Bond are not executed by Contractor.

**RECEIPT OF ADDENDA as required:**

The undersigned hereby acknowledges receipt of Addendum No. __________ Dated __________

Addendum No. _______ Dated ________ Addendum No. _______ Dated ________

Addendum No. _______ Dated ________ Addendum No. _______ Dated ________

Signed _____________________________

**EXECUTION OF BID as required:**

This bid dated the ___ day of __________, 2017

Signed: _____________________________, P.O. Address _____________________________ as an individual.

Signed: _____________________________, P.O. Address _____________________________ as an individual.

Doing business under the name and style of _____________________________

Signed: _____________________________, for _____________________________, a partnership.

<table>
<thead>
<tr>
<th>Name</th>
<th>Business Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>


Incorporated under the laws of the State of Minnesota

Name of President ___________ Business Address _____________

Name of Vice-President ___________ Business Address _____________

Name of Secretary ___________ Business Address _____________

Name of Treasurer ___________ Business Address _____________
REQUEST FOR BIDS
FOR VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION

CERTIFICATION OF CONTRACTOR COMPLIANCE WITH CONTRACT TERMS AND SPECIFICATIONS

According to the advertisement of Vermillion River Watershed Joint Powers Organization inviting bids for general contractor services for the Construction of Rambling River Park Streambank and Habitat Restoration Project in the City of Farmington, and in conformity with the Contract, Plans, and Specifications pertaining thereto, all on file in the Environmental Resources Department office:

(I)(We) hereby certify that (I am)(we are) the only person(s) interested in this bid as principal(s); that this bid is made and submitted without fraud or collusion with any other person, firm or corporation at all; that an examination has been made of the site of the work and the Contract form, with the Plans and Specifications for the improvement.

(I)(We) propose to furnish all necessary machinery, equipment, tools, labor and other means of construction and to furnish all materials specified, in the manner and at the time prescribed, all according to the terms of the Contract and Plans, Specifications, and the Special Provisions forming a part of this.

(I)(We) further propose to do all Extra Work that may be required to complete the contemplated improvement, at unit prices or lump sums to be agreed upon in writing before starting such work, or if such prices or sums cannot be agreed upon, to do such work on a Force Account basis.

(I)(We) further propose to furnish a payment bond equal to the Contract amount, and a performance bond equal to the Contract amount, with the aggregate liability of the bond(s) equal to twice the full amount of the Contract, as security for the construction and completion of the improvements according to the Plans and Specifications.

(I)(We) further propose to do all work according to the Plans and Specifications and to renew or repair any work that may be rejected due to defective materials or workmanship, before completion and acceptance of the work by Vermillion River Watershed Joint Powers Organization.

(I)(We) agree to all provisions of Minnesota Statutes, Section 181.59, and prohibiting discrimination by Contractor.

(I)(We) further propose to begin work and to prosecute and complete the same according to the time schedule set forth in the specifications for the improvement.

(I)(We) assign to Vermillion River Watershed Joint Powers Organization all claims for overcharges as to goods and materials purchased in connection with this Project resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota. This clause also applies to subcontractors and first tier suppliers under this Contract.

(I)(We) fully intend to comply with the standards of equal employment and anti-discrimination as cited in the Civil Rights Act of 1964 as amended and the Equal Employment Opportunity Act.

<table>
<thead>
<tr>
<th>ACCEPTANCE FORM:</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIGNATURE: [Signature]</td>
</tr>
<tr>
<td>PRINTED NAME: [Name]</td>
</tr>
<tr>
<td>COMPANY &amp; ADDRESS: Suraan Construction Inc. 20010 75th Ave North Coon Rapids MN 55448</td>
</tr>
<tr>
<td>PHONE NUMBER: 763-428-2140</td>
</tr>
<tr>
<td>FAX NUMBER: 763-494-3951</td>
</tr>
</tbody>
</table>
REQUEST FOR BIDS
FOR VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION

NOTICE TO BIDDERS AND ACKNOWLEDGEMENT OF CONTRACTOR OBLIGATIONS

Design Documents for Construction of Rambling River Park Streambank and Habitat Restoration Project

Certain specification sections that have been traditionally included in the Request for Bids document are now available through the internet. These specifications are also available by request from the Vermillion River Watershed Joint Powers Organization. This in no way reduces your responsibility to strictly adhere to these specifications.

The following specifications will be part of the contract for general contractor services and are available by request from the Vermillion River Watershed Joint Powers Organization (VRWJPO) and also through Dakota County’s website at:


This contract requires strict adherence to these specifications. It is the contractor’s responsibility to become familiar with them. Contractor acknowledges that it is familiar with the specifications and will adhere to their requirements when performing work under the contract for general contractor services.

Payments to Subcontractors

Bidders are advised that the 1990 Minnesota Legislature enacted a law requiring prompt payment to subcontractors. The law requires the prime contractor to pay any subcontractor within ten days of the prime contractor’s receipt of payment from the State for undisputed services provided by the subcontractor. The law also requires the prime contractor to pay interest of 1-1/2 percent per month on an undisputed amount not paid on time to the subcontractor. If the Contractor fails to make this payment within the specified time, the applicable payment may be deducted from future payments to Contractor.

Independent Contractor Status

Contractor is an independent contractor and nothing herein or in the contract for services and work shall be construed to create the relationship of employer and employee between VRWJPO and Contractor. Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services. Contractor shall have discretion as to working methods, hours and means of operation. Contractor acknowledges and agrees that Contractor is not entitled to receive any of the benefits received by VRWJPO employees and is not eligible for workers’ or unemployment compensation benefits through VRWJPO. Contractor also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is Contractor’s sole obligation to comply with the applicable provisions of federal and state tax laws.

Signed

Date

for: Sunram Construction, Inc.
REQUEST FOR BIDS
FOR VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION

NON-COLLUSION AND CONFLICT OF INTEREST STATEMENT

Please print or type (in ink)

CONTRACTOR NAME: Sunram Construction Inc.  FEDERAL TAX ID NUMBER: 41-1718948

Company Address: 20010 75th Ave North

City: Corcoran  State: MN  Zip Code: 55340

Contact Person: Ryan M. Sunram  Title: Vice President

Phone Number: 763-470-2160  Fax Number: 763-470-3951  email: ryan@sunramconstructioninc.com

In signing this bid, proposal or quote, Contractor certifies that it has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of the competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid, proposal or quote; that this bid, proposal or quote has been independently arrived at without collusion with any other party submitting a bid, proposal or quote, competitor or potential competitor, that this bid, proposal or quote has not been knowingly disclosed prior to the opening of the bids, proposals or quotes to any bid, proposal or quote competitor; that the above statement is accurate under penalty of perjury.

Contractor also certifies that to the best of its knowledge none of its owners, directors, officers or principals (collectively, "Corporate Executive") are closely related to any County employee who has or may appear to have any control over the award, management, or evaluation of the contract. A Contractor's Corporate Executive is closely related when any of the following circumstances exist:

1. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract are related by blood, marriage or adoption; or

2. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract are current or former business partners, co-workers, or have otherwise previously worked closely together in the private or public sector; or

3. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract share a personal relationship that is beyond that of a mere acquaintance, including but not limited to friendship or family friendship.

If one or more of the above circumstances exist, Contractor must disclose such circumstance(s) to Dakota County in writing. Failure to disclose such circumstances invalidates the Contract.

Contractor will comply with all terms, conditions, specifications required by the party submitting a bid, proposal or quote in this Request for Bid, Proposal or Quote and all terms of our bid, proposal or quote response.

Authorized Signature  Vice President  Date

You are advised that according to Dakota County Board Resolution 12-508, if there is a question as to whether there may be an appearance of a conflict of interest, the contract shall be presented to the County Board for approval, regardless of the amount of the contract. Whether a conflict of interest or the appearance of a conflict of interest exists is a determination made by Dakota County.

Submit this form as part of the Bid, Proposal or Quote response.

V.6 Revised: 2/2016 JET/LSO
REQUEST FOR BIDS
FOR VERMILLION RIVER WATERSHED JOINT POWERS ORGANIZATION

STATE OF MINNESOTA - RESPONSIBLE CONTRACTOR CERTIFICATE

Applies to all prime contracts in excess of $50,000.

A responsible contractor is defined in Minnesota Statutes §16C.285, subdivision 3.

Any prime contractor or subcontractor who does not meet the minimum criteria listed in Minnesota Statutes §16C.285, subdivision 3, or who fails to verify that it meets those criteria, is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project.

A false statement under oath verifying compliance with any of the minimum criteria shall render the prime contractor or subcontractor making the false statement ineligible to be awarded a construction contract for the project and may result in termination of a contract previously awarded to a prime contractor or subcontractor that makes a false statement regarding minimum criteria.

When requested a prime contractor shall submit to the Vermillion River Watershed Joint Powers Organization copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes §16C.285, subdivision 3, clause 7.

By signing this statement, I, _______________________________ (typed or printed name),

Vice President _______________________________ (title) certify that I am an owner or officer or authorized representative of the company and do verify under oath that my company is in compliance with each of the Responsible Contractor minimum criteria listed in Minnesota Statutes §16C.285.

______________________________
(name of the person, partnership or corporation submitting this proposal)

______________________________
(business address)

______________________________
(owner, officer or authorized representative)

______________________________
(date)
## Engineer’s Opinion of Probable Costs

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Cost</th>
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<th>Difference</th>
<th>Unit Price</th>
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<th>Difference</th>
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</table>
7c. Granting a VRWJPO Permit to Debra McNab for a Pole Barn Construction Project in Eureka Township

Meeting Date: 6/22/17  
Item Type: Regular-Action  
Contact: Mark Ryan  
Telephone: 952-891-7546  
Prepared by: Mark Ryan  
Reviewed by: N/A  
N/A

PURPOSE/ACTION REQUESTED

- Granting a VRWJPO Permit to Debra McNab for a pole barn construction project in Eureka Township

SUMMARY

At its meeting on January 26, 2017, the Vermillion River Watershed Joint Powers Board (VRWJPB) commenced enforcement of the VRWJPO Watershed Rules in those portions of Eureka Township located within the Vermillion River Watershed (Res. No. VRW 17-03). Subsequently, Eureka Township and VRWJPO staff agreed on a process to allow VRWJPO review of township building permits for applicability of the Watershed Rules. The process includes VRWJPB action on permit applications prior to any approvals by Eureka Township.

Debra McNab has applied to the VRWJPO to construct a pole barn at 26125 Dodd Blvd. in Eureka Township to be completed by David Mason. Under the VRWJPO Stormwater Management Rule, the proposed construction requires the following:

1) Erosion and sediment control measures shall be sufficient to retain sediment on site;
2) All temporary erosion and sediment controls shall be installed on all downgradient perimeters before commencing the land-disturbing activity and left in place and maintained as needed until removed per VRWJPO approval after the site has been stabilized; and
3) All permanent erosion control measures shall be installed and operational per the design and as required by the VRWJPO.

Debra McNab has applied for a VRWJPO permit (application included as Attachment A) and has adequately satisfied the requirements of the application process. This includes submission of the $10 permit application fee and $500 that will be held in escrow and used to pay the VRWJPO’s costs for reviewing the application, administering the permit, investigation and analysis of the proposed activity, outside consultant expenses (if any), printing, copying, and mailing costs. If costs exceed the escrow amount, the permittee must remit additional funds. Any unspent balance of the escrow shall be returned to the permittee.

Staff recommends granting a VRWJPO permit for the McNab pole barn at 26125 Dodd Blvd. in Eureka Township.

EXPLANATION OF FISCAL/FTE IMPACT

David Mason (on behalf of Debra McNab) has paid a permitting fee, as well as an escrow amount that will be used for VRWJPO staff inspection of erosion and sediment control during construction. Unused escrow will be returned to the permittee once project completion has been certified.
RESOLUTION

7c. Granting a VRWJPO Permit to Debra McNab for a Pole Barn Construction Project in Eureka Township

WHEREAS, the Vermillion River Watershed Joint Powers Board (VRWJPB) commenced enforcement of the VRWJPO Watershed Rules in portions of Eureka Township located within the Vermillion River Watershed at its January 26, 2017, meeting (Res. No. VRW 17-03); and

WHEREAS, Eureka Township and VRWJPO staff have agreed on a process to allow VRWJPO review of township building permits for applicability of the Watershed Rules, a process that requires VRWJPB action on permit applications prior to any approvals by Eureka Township; and

WHEREAS, Debra McNab has applied to the VRWJPO to construct a pole barn at 26125 Dodd Blvd. in Eureka Township; and

WHEREAS, the VRWJPO Stormwater Management Rule applies to the proposed construction and requires the following:

1) Erosion and sediment control measures shall be sufficient to retain sediment on site;
2) All temporary erosion and sediment controls shall be installed on all down-gradient perimeters before commencing the land-disturbing activity, and left in place and maintained as needed until removed per VRWJPO approval after the site has been stabilized; and
3) All permanent erosion control measures shall be installed and operational per the design and as required by the VRWJPO; and

WHEREAS, Debra McNab has submitted a VRWJPO permit application and the required escrow for VRWJPO review and inspection and has satisfied the requirements of the application process; and

WHEREAS, staff has reviewed the permit application and plans and recommends that the VRWJPB grant the permit to Debra McNab.

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB hereby grants a VRWJPO permit to Debra McNab to construct a shed in Eureka Township, pursuant to the VRWJPO Watershed Rules, on the following conditions:

1. All project construction shall be completed in accordance with the design plans submitted by the permittee with the permit application as approved by the VRWJPO. The permittee must obtain prior approval from VRWJPO staff for any modifications to the approved design plans.
2. The permittee and/or permittee’s agents must abide by the terms of this permit, the VRWJPO Watershed Rules, and all other applicable statutes, rules, regulations and ordinances.
3. If the permittee has not yet done so, the permittee must pay the sum of $510 to the VRWJPO for permit and inspection fees. The inspection fee will be held in escrow and used to pay the VRWJPO’s actual costs for reviewing the application, administering the permit, investigation and analysis of the proposed activity including staff time at a rate of $113/hour, outside consultant expenses (if any), printing, copying, and mailing.
costs. If the actual costs exceed the above escrowed amount, the permittee must remit additional funds into the escrow as requested by the VRWJPO.

4. Upon final completion of the project and the issuance of a Certificate of Completion by the VRWJPO, any unspent balance of the escrow shall be returned to the permittee, less the $10 permit application fee. No interest will be paid by the VRWJPO on said escrow.

5. Permittee shall allow VRWJPO staff entry onto permittee’s property to conduct progress inspections and a final inspection of the project to verify that the project is constructed in accordance with the approved plans, the VRWJPO permit, and the VRWJPO Watershed Rules.

6. Any and all claims that arise or may arise on behalf of the permittee or permittee’s Contractor, its agents, servants, or employees as a consequence of any act or omission on the part of the permittee or permittee’s Contractor or its agents, servants, employees related to the project shall in no way be the obligation or responsibility of the VRWJPO. The permittee and the permittee’s Contractor shall indemnify, hold harmless and defend the VRWJPO, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney’s fees that the VRWJPO, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the permittee or permittee’s Contractor, its agents, servants or employees, in the execution, performance, or failure to adequately perform their respective obligations as related to the project.

Administrator’s Comments:
☐ Recommend Action
☐ Do Not Recommend Action
☐ Reviewed—No Recommendation
☐ Reviewed—Information Only
☐ Submitted at Commissioner Request

Reviewed by (if required):
☐ County Attorney’s Office
☐ Financial Services

County Administrator
# Vermillion River Watershed Joint Powers Organization (VRWJPO)
## Permit Application

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<th>Project Name:</th>
<th>Application # (to be assigned):</th>
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<tbody>
<tr>
<td>Owner Name:</td>
<td>DEBRA McNAB</td>
</tr>
<tr>
<td>Owner Mailing Address:</td>
<td>26125 Dodd Blvd</td>
</tr>
<tr>
<td>Owner Phone Numbers/Email:</td>
<td>Home: 952-461-4126</td>
</tr>
<tr>
<td></td>
<td>Cell: 651-503-7154</td>
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<td></td>
<td>Cell: 612-964-3560</td>
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<td>Project Location:</td>
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<td>Address:</td>
<td>130300 27010</td>
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<td>Parcel ID Number (if known):</td>
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<td>Township, Range, Section:</td>
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<tr>
<td>Project size or area of land disturbed (acres):</td>
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<td>Type of Project: (check all that apply)</td>
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<tr>
<td>Land Disturbance for principal structure*</td>
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<tr>
<td>If a lot will be split or created, check secondary box</td>
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<td>Land Disturbance for accessory structure*</td>
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<tr>
<td>Drainage Alteration</td>
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<tr>
<td>Floodplain Alteration</td>
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<tr>
<td>Wetland Alteration</td>
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<tr>
<td>Project Description:</td>
<td>36' x 60' Pole Barn</td>
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<td>Owner's Authorized Agent, Engineer, or Developer:</td>
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<tr>
<td>Name and Firm:</td>
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<tr>
<td>Mailing Address:</td>
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<td>Email:</td>
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<tr>
<td>Cell Phone:</td>
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<tr>
<td>Fax Number:</td>
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Permit Application Fee and Inspection Fee Deposit – to be paid with your application:

Calculate the required Permit and Inspection/Implementation Fee Deposit by totaling the amount from items A through F below for all applicable categories. If item G applies, add in the amount determined through consultation with VRWJPO staff. Include the Permit Fee Deposit with your application. Make checks payable to the Vermillion River Watershed Joint Powers Organization or VRWJPO.

Fill in amount here:

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<th>Permit Application Fee (one-time non-refundable payment):</th>
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<td>A. Permit processing cost...</td>
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<td>A. Land disturbance less than one acre in size</td>
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<td>a. For accessory structure(a)</td>
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<td>b. For principal structure(b)</td>
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<td>c. With no structure</td>
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<td>B. Land disturbance more than one acre in size(c)</td>
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<tr>
<td>C. More than one acre new impervious surface created(c)</td>
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<td>G. Buffer implementation(c)</td>
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</tbody>
</table>

**TOTAL PERMIT AND INSPECTION FEE DEPOSIT** $5,100.00

\(a\) Accessory structure: A structure or anything built to support the use of a principal structure such as (but not limited to) garage, driveway, retaining wall, swimming pool, or minor outbuilding.

\(b\) Principal structure: Primary dwelling or place of business such as home, repair shop, or commercial building.

\(c\) A security deposit in the form of cash or an irrevocable renewable letter of credit is required prior to the issuance of a permit for activities B – E above. Security deposit requirements are as follows:

- a. $3,000 per acre of disturbance for land draining to waters other than DNR designated trout streams\(a\).
- b. $5,000 per acre of disturbance for land draining to DNR designated trout streams\(a\).

\(G\) An escrow required assuming that permits are obtained from the Wetland Conservation Act LGU.

\(G\) An escrow to cover reasonable costs for the implementation of a buffer will be determined on a site-specific basis due to the variability in buffer size.

\(\text{TBD}\) Refer to the MN DNR’s website link below for a map of DNR designated trout streams within the VRWJPO.

\(\text{http://files.dnr.state.mn.us/maps/trout_streams/south/map_15.pdf}\)
VRWJPO Escrow Agreement:

1. The Permit Application and Inspection/Implementation Fees must be paid before the project and application processing begins. Inspection/Implementation fees will be held in escrow and used to pay the VRWJPO’s actual costs for reviewing the application, administering the permit, investigation and analysis of the proposed activity, and implementation of project if necessary, including staff time at a rate of $115/hour, outside consultant expenses, printing, copying, and mailing costs.

2. The permit applicant must pay the actual costs, regardless of the outcome of the project/application request.

3. If at any time the actual costs should exceed the escrowed amount, the applicant shall remit additional funds into the escrow fund when requested by the VRWJPO. If the applicant fails to replenish the escrow as requested, the VRWJPO may stop reviewing the application until such time as the escrow is replenished.

4. Upon final completion of the project and the issuance of a Certificate of Completion by the VRWJPO, the VRWJPO shall return any unspent balance in the escrow fund, less the $10 permit application fee. The VRWJPO does not pay interest on escrow deposits.

General Conditions:

1. The Permitee grants to the VRWJPO, and its agents, officers and contractors, a license to enter the Project to perform any inspections or work authorized by the Permit or any applicable law. This license shall expire after acceptance of the work by the VRWJPO and issuance of a Certificate of Completion.

2. The Permitee shall indemnify, defend and hold the VRWJPO and its agents, employees and officers harmless for all claims made by itself and third parties for damages or loss sustained or costs incurred, including engineering and attorneys’ fees as a result of issuance of the Permit or construction of the Project.

3. By acceptance of the Permit, the Permitee acknowledges and agrees to perform and be bound by all general and special terms and conditions of the Permit.

4. Deviations by the Permitee from an approved VRWJPO Project permit require the applicant to resubmit materials for review and approval.

I hereby certify that I understand and accept the terms of the escrow agreement and general conditions described above and that the information provided in this permit application and with all materials and documents required

<table>
<thead>
<tr>
<th>Signature of Owner:</th>
<th>Signature of Owner’s Authorized Agent:</th>
</tr>
</thead>
<tbody>
<tr>
<td>23.12.17</td>
<td></td>
</tr>
<tr>
<td>Date Signed:</td>
<td>Date Signed:</td>
</tr>
<tr>
<td>06.01.17</td>
<td></td>
</tr>
<tr>
<td>Name (please print):</td>
<td>Name (please print):</td>
</tr>
<tr>
<td>DEBRA MONTA</td>
<td></td>
</tr>
</tbody>
</table>
This berm is a practice SWCD. Landowner has directed runoff over berm to prevent excess water from becoming undersized.

EXISTING VEGETATIVE BUFFER

EXISTING LAWN

NEW BUILDING PAD
FILL TO NEW GRADE

NEW BOULDER WALL TO RETAIN BUILDING PAD

POLE BARN

GUTTERS

GUTTERS

FIELD

BERM

FIELD

GUTTER RUNOFF THIS SIDE OF BERM

ALL DISTURBED LAWN + BUFFER AREAS WILL BE RESEeded WITH GRASS OR WILDFLOWER. BLACK DIRT WILL BE USED TO FILL LEVEL BEFORE SEEDING.

EROSION LOG PERIMETER

EXISTING DRIVEWAY
POURPOSE/ACTION REQUESTED
• Authorization to accept a donation from the Southern Dakota County Sportsman’s Club (SDCSC)

SUMMARY
The Vermillion River Watershed Joint Powers Organization (VRWJPO) received a Minnesota Department of Natural Resources (DNR) Conservation Partner’s Legacy (CPL) grant for a project to improve and restore stream habitat within South Creek in Farmington. As part of the project, the DNR and SDCSC requested the VRWJPO explore the possibility of providing an improved fishing access to the river as part of the overall project. The VRWJPO and City of Farmington were supportive of this effort. The goals of providing an access are:

• Allows for a pre-identified and accessible access location that will not be degraded, compacted, or eroded as people walk along the stream
• Provides easy accessibility for people of all ages and abilities
• Affords the opportunity to maximize fishing opportunities from one location
• Provides a peaceful and natural area to rest along the trail where recreationists can enjoy the River’s aesthetics

The SDCSC offered to provide a donation of three limestone boulders to serve as a seating area at the fishing access, and cash in the amount of $1,650 to have the boulders placed on site by the VRWJPO’s selected contractor during the stream habitat restoration project.

Staff requests the Vermillion River Watershed Joint Powers Board (VRWJPB) authorize the acceptance of limestone boulders and a cash donation in an amount of $1,650 for placement of the boulders from the SDCSC.

EXPLANATION OF FISCAL/FTE IMPACT
The Southern Dakota County Sportsman’s Club donation of $1,650 will be used to pay the VRWJPO’s selected contractor to place the limestone boulders on site during the stream habitat restoration project.
RESOLUTION

7d. Authorization to Accept a Donation from the Southern Dakota County Sportsman’s Club (SDCSC)

WHEREAS, the Vermillion River Watershed Joint Powers Organization (VRWJPO) received a Minnesota Department of Natural Resources (DNR) Conservation Partner’s Legacy (CPL) grant for a project to improve and restore stream habitat within Rambling River Park in Farmington; and

WHEREAS, as part of the project, the DNR and SDCSC requested the VRWJPO explore the possibility of providing improved fishing access to the river as part of the overall project; and

WHEREAS, the VRWJPO and City of Farmington were supportive of this effort; and

WHEREAS, the goals of providing an access are:

- Allows for a pre-identified and accessible access location that will not be degraded, compacted, or eroded as people walk along the stream
- Provides easy accessibility for people of all ages and abilities
- Affords the opportunity to maximize fishing opportunities from one location
- Provides a peaceful and natural area to rest along the trail where recreationists can enjoy the River’s aesthetics

WHEREAS, the SDCSC offered to provide a donation of three limestone boulders to serve as a seating area at the fishing access, and cash in the amount of $1,650 to have the boulders placed on site by the VRWJPO’s selected contractor during the stream habitat restoration project.

NOW, THEREFORE, BE IT RESOLVED, the Vermillion River Watershed Joint Powers Board (VRWJPB) authorizes the acceptance of limestone boulders and a cash donation in an amount of $1,650 for placement of the boulders from the SDCSC.

Administrator’s Comments:
- Recommend Action
- Do Not Recommend Action
- Reviewed–No Recommendation
- Reviewed–Information Only
- Submitted at Commissioner Request

Reviewed by (if required):
- County Attorney’s Office
- Financial Services

County Administrator
7e. Authorization to Proceed with Social Media Outreach Using Facebook and Twitter

Meeting Date: 5/25/17
Item Type: Regular-Action
Contact: Mark Zabel
Telephone: 952-891-7086
Prepared by: Jen Dullum
Reviewed by: N/A

PURPOSE/ACTION REQUESTED

• Authorization to Proceed with Social Media Outreach Using Facebook and Twitter

SUMMARY

Social media has changed the way people communicate and get information. The Vermillion River Watershed Joint Powers Organization has an opportunity to connect with diverse audiences through Facebook and Twitter to share our mission and education, science, and stewardship messages.

Our social media sites will highlight VRWJPO programs, projects, and initiatives. Social media can get out seasonal and timely messages focused on water quality protection actions, factual updates on programs, volunteer opportunities, workshops and seminars, etc. Some examples of posted content might include:

• Volunteer recruitment for Master Water Stewards,
• Vermillion River Stewards, and others;
• Innovative projects and their outcomes, such as Iron-enhanced sand filters and Pond alum treatments;
• New research affecting water quality, such as Nitrogen fertilizer reduction;
• Aquatic Invasive Species awareness, identification and reporting;
• Stormwater best practices, including keeping grass clipping on the lawn; and reducing sidewalk salt.

Staff is requesting authorization to proceed with social media outreach using Facebook and Twitter.

EXPLANATION OF FISCAL/FTE IMPACT

No fiscal impact.
RESOLUTION

7e. Authorization to Proceed with Social Media Outreach Program
WHEREAS, social media has changed the way people communicate and get information; and

WHEREAS, the Vermillion River Watershed Joint Powers Organization has an opportunity to connect with diverse audiences through Facebook and Twitter to share our mission and message of education, science, and stewardship.

NOW, THEREFORE, BE IT RESOLVED, that the VRWJPB authorizes staff to proceed with the social media outreach program.