

2F. Consideration of approving a Water Quality Grant agreement with Wright County

Prepared by: City Administrator	Meeting Date: 4/10/2023	<input checked="" type="checkbox"/> Consent Agenda Item <input type="checkbox"/> Regular Agenda Item
Reviewed by: Public Works Director/City Engineer	Approved by: N/A	

ACTION REQUESTED

Motion to approve the Water Quality Grant agreement with Wright County.

REFERENCE AND BACKGROUND

County Ditch 33 includes land in both the City of Monticello and Monticello Township. It was constructed more than 100 years ago, and a lack of consistent maintenance has resulted in a failed drain tile system leading to significant bank erosion, blocked culverts, bank failures, and slope undercutting. The ditch falls under the jurisdiction of Wright County, but strict state laws pertaining to funding ditch repairs limits how the county can facilitate the necessary improvements without overburdening a limited number of benefiting properties.

To cooperatively reach a solution, Wright County, Monticello Township, and the City of Monticello have been collaborating on the proposed repairs to the ditch and funding options. As the repairs will positively impact both city and township residents, as well as facilitate future development opportunities to the east, the City of Monticello is committed to being an active participant in the project.

City staff applied for a Water Quality Grant from Wright County to help fund the proposed repairs. This primarily includes constructing a new outlet to the Mississippi River. A portion of the ditch that runs through an existing development would be abandoned as a County Ditch and would remain operational as a natural emergency overflow and would provide drainage for the existing development as it does today. An easement has been secured between CSAH 39 and the Mississippi River and the City is currently working on acquiring an easement for the installation of the new ditch outlet south of CSAH 39.

The grant agreement specifies an award amount of \$970,625 with a required match of \$242,656.25. The project is anticipated for construction in 2024. The project is anticipated for construction in 2024 and the estimated project cost is \$2 million.

- I. **Budget Impact:** The required match for the grant is \$242,656.25 which will be paid from the Stormwater Trunk Fund. Earlier discussions with Wright County indicated that a grant would be available for the remaining project costs.

- II. **Staff Workload Impact:** Staff from the engineering department will continue to collaborate with Wright County and other stakeholders on the completion of the ditch repairs throughout the project.
- III. **Comprehensive Plan Impact:** The Monticello 2040 Plan notes the following “*Strategy 4.3.2 - Continue to work with Wright County for improvements to Ditch 33 and the conveyance of stormwater through the entire County Ditch system consistent with the ability to serve the areas within the MOAA with orderly and efficient urban growth.*”

STAFF RECOMMENDED ACTION

City staff recommend approving the grant agreement to facilitate the repairs to Ditch 33.

SUPPORTING DATA

- A. Wright County Water Quality Grant Agreement

This agreement is regarding the application submitted 2/6/2023 for American Rescue Plan – State and Local Fiscal Recovery Funds (ARP-SLFRF) disbursed by Wright County Minnesota. The application is attached to this agreement as Attachment E.

This agreement is between Wright County Minnesota, Recipient and City of Monticello, Subrecipient.

Wright County MN

CFDA Number: 21.027 Coronavirus State and Local Fiscal Recovery Funds	Federal Ward ID Num (FAIN): SLFRP0426
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Subrecipient

Managing Agency (Subrecipient): City of Monticello	Grant Amount Awarded: \$970,625	Required Match: \$242,656.25
Program Name: Water Quality Improvement Grants	Term or End Date: 12/31/2025	Federal Tax ID: 41-6005385
Project Name: Ditch 33 Outlet Improvements	Award Number: WQG-002	MN State ID: 7006839

Project Information

Project Description: County Ditch 33 outlets to the Mississippi River via a drain tile system that winds through the rear yards of existing residential properties. The tile has failed, resulting in significant bank erosion, blocked culverts, bank failures, and slope undercutting. The proposed solution is to construct a new piped outlet that would run along the westerly edge of an undeveloped property and cross County State-Aid Highway 39 and ultimately discharge to the Mississippi River. The existing ditch that currently runs through an existing development would be abandoned as a County Ditch and would remain operational as a natural emergency overflow and would provide drainage for the existing development as it does today. An easement has been secured between CSAH 39 and the Mississippi River and the City is currently working on acquiring an easement for the installation of the new ditch outlet south of CSAH 39.	
Construction Start: May 1, 2024	Construction End: November 30, 2024

1. Grant Agreement

Subrecipients must adhere to the Grant Agreement as detailed below including all attachments as listed. This Agreement may be amended only as stated in writing and signed by both the Subrecipient and the County.

Attachment A – Grant Terms and Conditions

2. Procurement Requirements

Wright County is required to ensure that procurement and payments are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327.

Attachment B – Procurement Requirements for Subrecipients

3. Payment

Instructions for submitting for payment are outlined as follows:

1. The County will make reimbursement payments to the Subrecipient for eligible expenses incurred as part of the approved program/project.
2. The Subrecipient must submit all requests for reimbursements to elizabeth.karels@co.wright.mn.us.
3. Subrecipients shall submit expenses for reimbursement by the County. Submittals should include detailed, itemized requests including:
 - a. Date(s) of expense
 - b. Amount
 - c. Description of expense, including copies of any invoices
 - d. Category of expense
 - e. W9 (if the subrecipient has not previously received funds from Wright County)
4. The County will review all expenses for eligibility prior to making reimbursements. Any ineligible expenses will not be reimbursed.
5. The County may request additional documentation or request site visits to confirm requested reimbursements reflect actual work completed. The Subrecipient should cooperate with the County on all requests. Failure to cooperate may result in the delay or denial of reimbursement requests.
6. The Subrecipient will only receive reimbursement payments up to the approved grant amount.

4. Reporting

The Subrecipient is required to provide quarterly project and expenditure reports to the County. Multi-year grants also require annual reporting. Reporting requirements are outlined in attachment C.

Attachment C – Reporting Requirements

5. Schedule

Wright County is required to obligate all ARP-SLFRF funds by December 31, 2024, and expend all funds by December 31, 2026. To ensure compliance with these dates, the County will monitor progress of ARP-SLFRF projects closely, including requesting for status reports or schedule updates. The Subrecipient shall comply with these requests.

The County expects that the Subrecipient will take all action to meet the Construction Start and End dates identified in this Agreement. The Subrecipient shall notify the County immediately if the dates extend 60 calendar days or more from the dates listed. The Subrecipient shall identify the cause(s) for the delay. The Subrecipient agrees the County shall retain the ability to immediately terminate this agreement in the event the Subrecipient changes the schedule, fails to comply with the schedule, or fails to meet a construction start or end date. The subrecipient agrees that they will hold the County harmless from all civil actions whether based in equity or law in the event of an immediate termination under this paragraph.

6. Insurance

Subrecipient shall comply with the insurance requirements set forth in Attachment E, attached to this Agreement and incorporated herein by reference and shall list Wright County as an additional insured on all insurance policies required herein.

7. Indemnification

Subrecipient agrees to indemnify and hold harmless the County and its officers, officials, agents, volunteers and employees from any liability, claims, losses, damages, costs, judgments, or expenses, including reasonable attorneys' and other professional fees, resulting directly or indirectly from any negligent, tortious or illegal act or omission, including without limitation, professional errors or omissions by Subrecipient (including its officers, employees, agents and subcontractors) arising from the performance of its services pursuant to this Agreement, and against all loss by reason of the failure of the Subrecipient, its agents, employees or subcontractors fully to perform all obligations under this Agreement. For clarification and not by way of limitation, this obligation to indemnify and hold harmless shall apply to all materials prepared or furnished pursuant to this Agreement, including, without limitation, claims resulting from any alleged infringement of copyright or any property right of another, and the unlawful disclosure or use of protected data or other noncompliance with the Records and Information provisions set forth in this agreement. The terms and provisions of this section shall survive the expiration, suspension or termination of this Agreement.

8. Compliance with the law

- A. Subrecipient agrees to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12101-12213) (ADA), the Minnesota Human Rights Act (Minn. Stat. Ch. 363A) and Title VII of the Civil Rights Act of 1964 (42 U.S.C. Section 2000e).
- B. Subrecipient will comply with the provisions of Minnesota Statutes § 181.59 which require:
 - i. Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which Subrecipient agrees: (1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason or race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on

account of race, creed, or color; (3) that a violation of this section is a misdemeanor; and (4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

These laws deal with discrimination based on race, gender, disability, religion and with sexual harassment. In the event Subrecipient has questions concerning these requirements, it should request necessary clarifications from the County. Violation of any of the above laws can lead to termination of this Agreement.

9. Legal Proceeding

Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the Wright County District Court, Tenth Judicial District, Minnesota. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue. Neither party shall have the right to collect from the other party any costs, disbursements or attorneys' fees incurred in enforcing or litigating this agreement. Each party shall be responsible for paying their own costs and attorney fees.

I as applicant have read and understand:

- I am a subrecipient of Wright County's ARP-SLFRF and am subject to the requirements of 31 CFR Part 35 Coronavirus State and Local Fiscal Recovery Funds
- The invoicing, procurement and reporting requirements outlined in this Agreement.
- My grant agreement may be subject to cancellation if any of these requirements are not met.
- No funds will be released until I submit expenses to the County for reimbursement.

I declare that the information provided in the online application and in the submitted exhibits attachments are true and complete to the best of my knowledge. For two years from the date of this application, Wright County has the right to verify any information contained in the submitted application and may contact any individuals and institutions involved with the proposed project. I understand that data provided in the form may be classified as public data under the Minnesota Data Practice Act.

I DECLARE UNDER PENALTY OF PERJURY THAT EVERYTHING I HAVE STATED IN THIS DOCUMENT IS TRUE AND CORRECT.

Signature/Title of Applicant:

Date:

Signature/Title, Wright County:

Date:

Disclosure statement: The recipient is responsible for paying back funds to the county if they have been found to have misrepresented themselves on the application.

For questions, call 763.684.8604 or email ARPCCommittee@co.wright.mn.us

Attachment A – Grant Terms and Conditions

1. Subrecipient may not assign, or otherwise transfer, its rights or delegate any of its obligations under this Agreement without prior written approval from the County.
2. Subrecipient is required to provide the County with immediate written notification of:
 - a. Any changes in the organization's size or structure that would affect eligibility of the organization's participation in the program;
 - b. Its inability to expend the grant for the purposes described in this Agreement
3. Subrecipient will maintain its books and records in a manner that will provide the County with sufficient detail to review the Subrecipient's receipts and expenditures relating to the Agreement. The County, its departments, divisions, and agencies thereof, reserves the right to request supporting documentation such as receipts, payroll records, and other documentation sufficient to support reported expenditures to the satisfaction of the requestor.
4. The County reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any grant funds if, in the County's sole discretion, such action is necessary:
 - a. Because the Subrecipient has not fully complied with the terms and conditions of this Agreement;
 - b. To protect the purpose and objectives of the Agreement or any other activities of the County in their compliance with section 601 (d) of the Social Security Act; or
 - c. To comply with the requirements of any law or regulation applicable to the Subrecipient, or the County.
5. The Subrecipient agrees that it is subject to the requirements of 31 CFR Part 35 Coronavirus State and Local Fiscal Recovery Funds.
6. The Subrecipient agrees that it is responsible for ensuring compliance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
7. Subrecipient agrees to indemnify and hold harmless the County, its directors, officers and employees, for payment it receives under this Agreement that the federal government, the State, or the County determines was not used for eligible expenditures and, therefore, must be repaid. Within 60 days of receipt of written notice and demand from the County for any such funds, Recipient shall repay such funds to the County.
8. Subrecipient agrees to fully cooperate with the County and State in any investigation or audit of any payment provided under this Agreement.
9. The Subrecipient agrees that its proposed project meets the following requirements:
 - a. The County funded portion of the project will not exceed 75% of the total project cost

- b. County contributions can only include eligible expenses:
 - i. Environmental studies
 - ii. Professional services, including engineering, design, and construction administration
 - iii. Construction costs
 - iv. Easement acquisition, including appraisal
 - v. Permit fees

10. The Subrecipient agrees to provide the match amount identified in this ag application as a part of the project

11. Subrecipients must be eligible to receive federal funds

12. The Subrecipient agrees to follow all requirements listed under Minnesota Statute 103E: Drainage for work completed on an established public drainage system.

13. The Subrecipient agrees to submit a proposed work plan prior to completing a proceeding under the following sections:

- a. Minnesota Statute 103E.812: Transfer of All or Part of Drainage System
- b. Minnesota Statute 103E.806: Partial Abandonment of Drainage System
- c. Minnesota Statute 103E.227: Impounding, Rerouting, and Diverting Drainage System Waters
- d. Minnesota Statute 103E.221: Improving Outlets
- e. Minnesota Statute 103E.701: Repairs

14. The Subrecipient agrees to submit a map and a legal description for any sections of a legally established public drainage system that the subrecipient has agree to take over management of under Minnesota Statute 103E.

15. The Subrecipient agrees to complete all required drainage proceedings that were proposed in their application, including the transfer of a portion of the drainage system to a municipality, before 6/1/2024. Failure to meet this deadline will require the Subrecipient to reimburse Wright County for all funds transferred as a part of this agreement.

Initials and date

Attachment B – Procurement Requirements for Subrecipients

Wright County is required to ensure that procurement and payments are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327.

The Code of Federal Regulations relating to the Procurement Standards can be found: <https://ecfr.federalregister.gov/current/title-2/subtitle-A/chapter-II/part-200/subpart-D>

The subrecipient must meet the requirements outlined below.

1. General Procurement Standards (200.318)

- a. The Subrecipient **MUST** document the procurement policies that follow proper laws and regulation.
- b. The Subrecipient **MUST** maintain oversight to ensure that the contractors perform in accordance with terms, conditions and specifications of their contracts or purchase orders.
- c. The Subrecipient **MUST** maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. If Subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Subrecipient **MUST** also maintain written standards of conduct covering organizational conflicts of interest.
- d. The Subrecipient procedures **MUST** avoid unnecessary or duplicate items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase.
- e. The Subrecipient **SHOULD** enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
- f. The Subrecipient **SHOULD** use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- g. The Subrecipient **SHOULD** use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.
- h. The Subrecipient **MUST** only award contracts to those with the ability to perform. The Subrecipient **MUST** award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- i. The Subrecipient **MUST** maintain records sufficient to detail the history of procurement. These records will include but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- j. The Subrecipient **MAY** use a time and material type of contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type of contract means a contract whose cost to the Subrecipient is the sum of the actual cost of materials and the direct labor charged at a

fixed hourly rate. This rate should reflect wages, general and administrative expenses and profit. Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency, there MUST be a ceiling price.

- k. The Subrecipient alone MUST be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the Subrecipient of any contractual responsibilities under its contracts.
- l. The Subrecipient MUST ensure that the organization for which it is contracting with is not suspended or debarred from doing business with the U.S. Federal Government prior to entering into a covered transaction. This must be documented and retained in the procurement file. The Subrecipient may utilize www.sam.gov to perform this search.

2. Competition (200.319)

- a. All procurement transactions MUST be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals MUST be excluded from competing for such procurements. See embedded document for some situations considered to be restrictive of competition.
- b. The Subrecipient MUST conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- c. The Subrecipient MUST have written procedures for procurement transactions. These procedures MUST ensure that all solicitations:
 - 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured.
 - 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- d. The Subrecipient MUST ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition.

3. Methods of Procurement to be Followed (200.320) – Levels of Procurement

The Subrecipient MUST use one of the following methods of procurement depending on the level of procurement.

- a. Procurement by micro-purchase - Not to exceed threshold of \$10,000. Does not require a bid or quote. If practical, then distribute equitably among a range of vendors.
- b. Procurement by small purchase procedures - Threshold is from \$10,001 to \$250,000. Requires that you receive at least 2 quotes. Quotes can be informal, however should be documented and records maintained. Price does not need to be the deciding factor however all quotes must be kept in the procurement records.
- c. Procurement by sealed bids (formal advertising) - Threshold is \$250,001 and greater.
 1. In order for sealed bidding to be feasible, the following conditions SHOULD be present:
 - i. A complete, adequate, and realistic specification or purchase description is available;
 - ii. Two or more responsible bidders are willing and able to compete effectively for the business; and
 - iii. The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.
 2. If sealed bids are used, the following requirements MUST apply:
 - i. The invitation for bids, MUST define the items or services in order for bidders to properly respond
 - ii. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids MUST be opened publicly;
 - iii. A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder.
 - iv. Any or all bids may be rejected if there is a sound documented reason.
- d. Procurement by competitive proposals - Threshold is \$250,001 and greater. MUST be publicized and identify all evaluation factors and their relative importance. MUST be solicited from an adequate number of qualified sources. MUST have a written method for conducting technical evaluations of the proposals and selecting recipients. Contracts MUST be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- e. Procurement by noncompetitive proposals (sole provider) - Threshold is \$10,001 and greater
 1. May be used only when the item is available only from a single source.
 2. The public exigency or emergency will not permit a delay resulting from competitive solicitation.
 3. The County expressly authorizes its use in response to a written request.

4. After solicitation of a number of sources competition is determined inadequate.
5. Justification of the use of noncompetitive proposal must be documented.
6. Any research on availability from multiple sources must be documented.
7. Documentation of authorization must be retained.
8. Any initial solicitations from multiple sources which are concluded to be inadequate, and such reasoning, must be documented.

4. Contracting with Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms (200.321)

- a. The Subrecipient MUST take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in 1-5 above.

5. Contract Cost and Price (200.323)

- a. The Subrecipient MUST perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the Subrecipient must make independent estimates before receiving bids or proposals.
- b. The Subrecipient MUST negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

- c. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices
- d. The cost plus a percentage of cost and percentage of construction cost methods of contracting MUST not be used.

6. County Review (200.324)

- a. The Subrecipient MUST make available, upon request of the County, technical specifications on proposed procurements
- b. The Subrecipient MUST make available upon request, for the County pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates.

7. Bonding Requirements (200.325)

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the County may accept the bonding policy and requirements of the Subrecipient provided that the County has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements MUST be as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" MUST consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. - A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

8. Contract Provisions

- a. The Subrecipient's contracts MUST contain the applicable provisions described in Appendix II to Part 200 - Contract Provisions for Subrecipient Contracts under Federal Awards.

Initials and date

Attachment C – Reporting Requirements

1. Quarterly Reports

The Subrecipient is required to provide quarterly project and expenditure reports to the County, including the following:

- A narrative outlining the project activity during the reporting period
- All applicable required data outlined in Part 2, Section B, 3a through 3i of the Compliance and Reporting Guidance: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

The Subrecipient must provide reporting for all reporting periods where project activities and/or payments took place.

The County will provide the Subrecipient with a link to submit all required reports.

Report Dates

The Subrecipient shall submit quarterly reports per the schedule below.

Period Covered (Reporting Period)	Due Date
Award Date – September 30, 2021	October 15, 2021
October 1 – December 31, 2021	January 15, 2022
January 1 – March 31, 2022	April 15, 2022
April 1 – June 30, 2022	July 15, 2022
July 1 – September 30, 2022	October 15, 2022
October 1 – December 31, 2022	January 15, 2023
January 1 – March 31, 2023	April 15, 2023
April 1 – June 30, 2023	July 15, 2023
July 1 – September 30, 2023	October 15, 2023
October 1 – December 31, 2023	January 15, 2024
January 1 – March 31, 2024	April 15, 2024
April 1 – June 30, 2024	July 15, 2024
July 1 – September 30, 2024	October 15, 2024
October 1 – December 31, 2024	January 15, 2025
January 1 – March 31, 2025	April 15, 2025
April 1 – June 30, 2025	July 15, 2025
July 1 – September 30, 2025	October 15, 2025
October 1 – December 31, 2025	January 15, 2026
January 1 – March 31, 2026	April 15, 2026
April 1 – June 30, 2026	July 15, 2026
July 1 – September 30, 2026	October 15, 2026
October 1 – December 31, 2026	January 31, 2027

2. Annual Reports

Subrecipients receiving funding over multiple years may be required to submit annual reports to the County. The Board of Commissioners will review the program/project performance and determine if the funding will continue.

The County will provide the Subrecipient with a link to submit all required reports.

3. Reporting Requirements

The Subrecipient may be requested to provide data and an accompanying narrative demonstrating how the program is performing as intended. In the grant application, grant recipients were asked to identify how they would measure success of their program and should consider this in their response.

Subrecipients external to the County may also be requested to submit their annual financial statement and other audit reports on an annual basis.

Initials and date

Attachment D – Insurance Provisions

A. COVERAGE

COVERAGE AFFORDED

MINIMUM LIMITS OF LIABILITY

Workers' Compensation	Employer's Liability Coverage with minimum limits of Bodily injury by Accident: \$500,000 each accident Bodily Injury by Disease \$500,000 each employee Bodily Injury by Disease \$500,000 policy limit
Commercial General Liability	\$1,500,000 each occurrence \$3,000,000 general aggregate \$3,000,000 Products and completed operations general aggregate
Automobile Liability Insurance combined single limit to include any vehicle	\$1,500,000
Professional Liability	\$2,000,000 each occurrence \$4,000,000 aggregate

B. INSURANCE CONDITIONS

- 1. GENERAL CONDITIONS:** The Subrecipient agrees to, at its own expense, purchase and maintain at all times during the life of this contract the herein stipulated minimum insurance with companies duly licensed, possessing a minimum current A.M. Best, Inc. Rating of A- FSC VIII, or approved unlicensed companies in the State of Minnesota with policies and forms satisfactory to Wright County. All policies will contain an endorsement providing that written notice be given to the County at least ten (10) calendar days prior to termination, cancellation or reduction in coverage in any policy.
- 2. WAIVER OF SUBROGATION OR TRANSFER OF RIGHTS OF RECOVERY:** The policies required herein, except Professional Liability, shall contain a waiver of subrogation or in the alternative, a waiver of transfer of rights of recovery against Wright County, its agents, representatives, officers, directors, officials and employees for any claims arising out of the Subrecipient's work or service.
- 3. ADDITIONAL INSURED:** The insurance policies required by this Contract, except Workers' Compensation and Professional Liability, shall name Wright County, its agents, representatives, officers, directors, officials and employees as Additional Insured with a CG 20 10 or similar endorsement. The Subrecipient agrees that the insurance required herein will be primary and that any insurance carried by the County will be excess and not contributing. All insurance policies of the Subrecipient shall be primary in relation to the Additional Insured.
- 4. ENDORSEMENTS AND CERTIFICATE:** The following provisions are also required for the insurance(s), and evidence of such shall be satisfied by Certificate(s) and Endorsements. An insurance company authorized to transact business in the State of Minnesota shall issue the Certificates. The Subrecipient shall, within ten (10) days after award of bid, furnish the County with Certificates of Insurance for the required insurance coverage. Endorsements for the Waiver of Transfer of Rights and Additional Insured shall be provided as indicated above, unless contained within the basic policy(ies) and then confirmed by written statement signed by the insurance agent, broker and/or underwriter in a form acceptable to the County.

"Wright County, a body politic and corporate of the State of Minnesota, its Board members, officers, employees, agents, and other officials" shall be listed as the certificate holder. If room does not permit, this verbiage can be entered into the description of operations. However, if the latter

method is used, **the certificate holder shall be listed only as Wright County, Minnesota, Attn: Risk Management, 3650 Braddock Ave NE Buffalo MN.**

5. **SUBCONTRACTORS:** In the event any of the Work is subcontracted, the Subrecipient shall require the subcontractor to provide Workers' Compensation insurance for all of the subcontractor's employees engaged in the Work, unless such employees are covered by the protection afforded by the Subrecipient's Workers' Compensation insurance. In case any class of employees engaged in hazardous work under the Contract is not protected under the Workers' Compensation statute, the Subrecipient shall provide, and shall cause each subcontractor to provide, adequate employer's general liability insurance for the protection of such of their employees as are not otherwise protected.
6. **PROFESSIONAL LIABILITY (Errors & Omissions):** Professional liability insurance carried by the Subrecipient must cover all elements of the project including professional services performed by subcontractors. If the Subrecipient's professional liability insurance does not provide coverage for work performed by subcontractors, separate project insurance will be required to comply with the professional liability insurance requirement. The County may require a copy of the professional liability insurance policy to verify coverage.

The vendor agrees to defend, indemnify and hold Wright County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the vendor, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the vendor or the subcontractors, partners, or independent contractors or any of their agents or employees under the agreement.

When a self-insured retention (SIR) or deductible exceeds **\$25,000**, Wright County reserves the right, but not the obligation, to review and request a copy of Subrecipient's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Subrecipient agrees to maintain a Retroactive Date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract, Subrecipient agrees to purchase a SERP with a minimum reporting period not less than two (2) years. The requirement to purchase a SERP shall not relieve Subrecipient of the obligation to provide replacement coverage.

Initials and date

Attachment E – Grant Application

Print

Wright County Water Quality Grant Program Application - Submission #2652

Date Submitted: 2/6/2023



Wright County Water Quality Grant Program Application

Applicant Name*

City of Monticello

Address Line 1*

505 Walnut Street

Address Line 2

City*

Monticello

State*

MN

Zip*

55362

Federal Tax ID*

41-6005385

MN State Tax ID*

7006839

Contact Name*

Rachel Leonard

Phone Number*

763-271-3275

Email Address*

Rachel.Leonard@ci.monticello.mn.us

Project Information

Project Name*

Ditch 33 Outlet Improvements

Location*

East edge of the City of Monticello

Description*

County Ditch 33 outlets to the Mississippi River via a drain tile system that winds through the rear yards of existing residential properties. The tile has failed, resulting in significant bank erosion, blocked culverts, bank failures, and slope undercutting. The proposed solution is to construct a new piped outlet that would run along the westerly edge of an undeveloped property and cross County State-Aid Highway 39 and ultimately discharge to the Mississippi River. The existing ditch that currently runs through an existing development would be abandoned as a County Ditch and would remain operational as a natural emergency over-flow and would provide drainage for the existing development as it does today. An easement has been secured between CSAH 39 and the Mississippi River and the City is currently working on acquiring an easement for the installation of the new ditch outlet south of CSAH 39.

Map/Drawing*

Grant Exhibit.pdf

Please upload document for location of project.

Total Project Cost*

\$1,800,000

Grant Amount Requested*

\$1,000,000

Questions

Describe what you are trying to achieve and how you intend to achieve those results, including the type and quantity of projects and/or practices and how will the project protect and improve water quality?*

The portion of Ditch 33 that would be bypassed by this project has areas with failing tiles and an open channel ditch that has a significant amount of erosion resulting in the discharge of contaminants into the Mississippi River. This project provides a new outlet pipe for this ditch, which will greatly reduce the amount of water in the existing ditch and will result in less erosion and water quality reduction of the Mississippi River.

Will the municipality take over management of the ditch system?*

Yes

How will this project impact the benefitted landowners and positively impact overall ditch system?*

This improvement will repair a major bottleneck in the effectiveness of Ditch 33 and will allow for Wright County to make additional less costly improvements upstream to continue to benefit property owners within the 3394-acre Ditch 33 watershed area. The cost to make these repairs are very expensive and the assessments to the benefiting property owners would make this project very difficult to deliver without these additional grant funds.

Where applicable, identify the reduction in pollutant(s) that will be achieved or avoided for the water resource if this project is completed. Examples: sediment, phosphorus, hydrologic benefits, climate resiliency, enhancement of aquatic and terrestrial wildlife species, groundwater protection.*

The primary pollutants that this project addresses are Total Suspended Solids, TSS, and Total Phosphorus, TP, which can cause excessive algae growth and eutrophication. Utilizing the BWSR Pollution Reduction Estimator 2.0 for stream and bank stabilization estimation tool this project is estimated to reduce 86 pounds of TP and 133,600 pounds of TSS from the Mississippi River

