

City of Ramsey
Agenda
City Council Work Session
Tuesday June 7, 2011
5:30 p.m.
Lake Itasca Room 7550 Sunwood Drive NW

- 1. Call to Order**
- 2. Topics for Discussion**
 1. Update from Anoka County Commissioner Matt Look
 2. Facebook Updates
 3. Issue RFP for Contract Maintenance Services for The Draw
 4. Consider cost participation for access improvements on Sunfish Lake Boulevard near Trunk Highway 10
 5. Update on Ramsey Rail Station
 6. Update on Legacy Christian Academy Project
 7. Review 2012 State Bonding Requests
- 3. Future Topics for Discussion - *See Attached Calendar***
 1. Review Future Work Session Topics/Calendar
- 4. Mayor/Council/Staff Input**
- 5. Adjournment**

CC Work Session

2. 1.

Meeting Date: 06/07/2011

By: Jo Thieling, Administrative Services

Title:

Update from Anoka County Commissioner Matt Look

Background:

Anoka County Commissioner Matt Look will be at the meeting to discuss the efforts of the County to secure a Ramsey Rail station and to answer any general questions regarding County issues.

Funding Source:

N/A

Council Action:

No action necessary - for informational purposes.

Form Review

Inbox	Reviewed By	Date
Kurt Ulrich	Kurt Ulrich	06/02/2011 05:33 PM
Form Started By: Jo Thieling		Started On: 06/02/2011 01:05 PM
	Final Approval Date: 06/02/2011	

CC Work Session

2. 2.

Meeting Date: 06/07/2011

By: Patrick Brama, Administrative Services

Title:

Facebook Updates

Background:

In an effort to improve communication with Ramsey residents, staff has investigated what options are available with the city's social media site--Facebook. This item was discussed at a previous Council work session in regard to improving communications regarding public works projects, specifically the upcoming road maintenance and reconstruction efforts.

Staff would like to present the current structure of the city's Facebook account. In addition, staff would like to present possible options to improve communication with residents throughout the city's Facebook account.

In summary, there are three issues that staff would like to target. Issue One: all users are currently being directed to a sub-page rather than the city's home/profile page. A possible remedy would be re-directing users to the city's home/profile page. Issue Two: the city is using Facebook "pages" as sub-pages. Facebook "pages" limit the city's ability to contact users. A possible solution would be switching the city's sub-pages from Facebook "pages" to Facebook "events." Issue Three: the city doesn't have any sort of disclaimer or uniform language on their Facebook home/profile page and sub-pages. Staff would like to propose establishing standard language template(s).

Funding Source:

Not Applicable

Council Action:

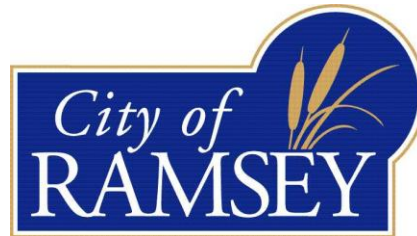
To direct staff on three items: (1) should staff re-direct users to the home/profile page (2) should staff use "events" rather than "pages" (3) should staff apply the proposed language to each Facebook page.

Attachments

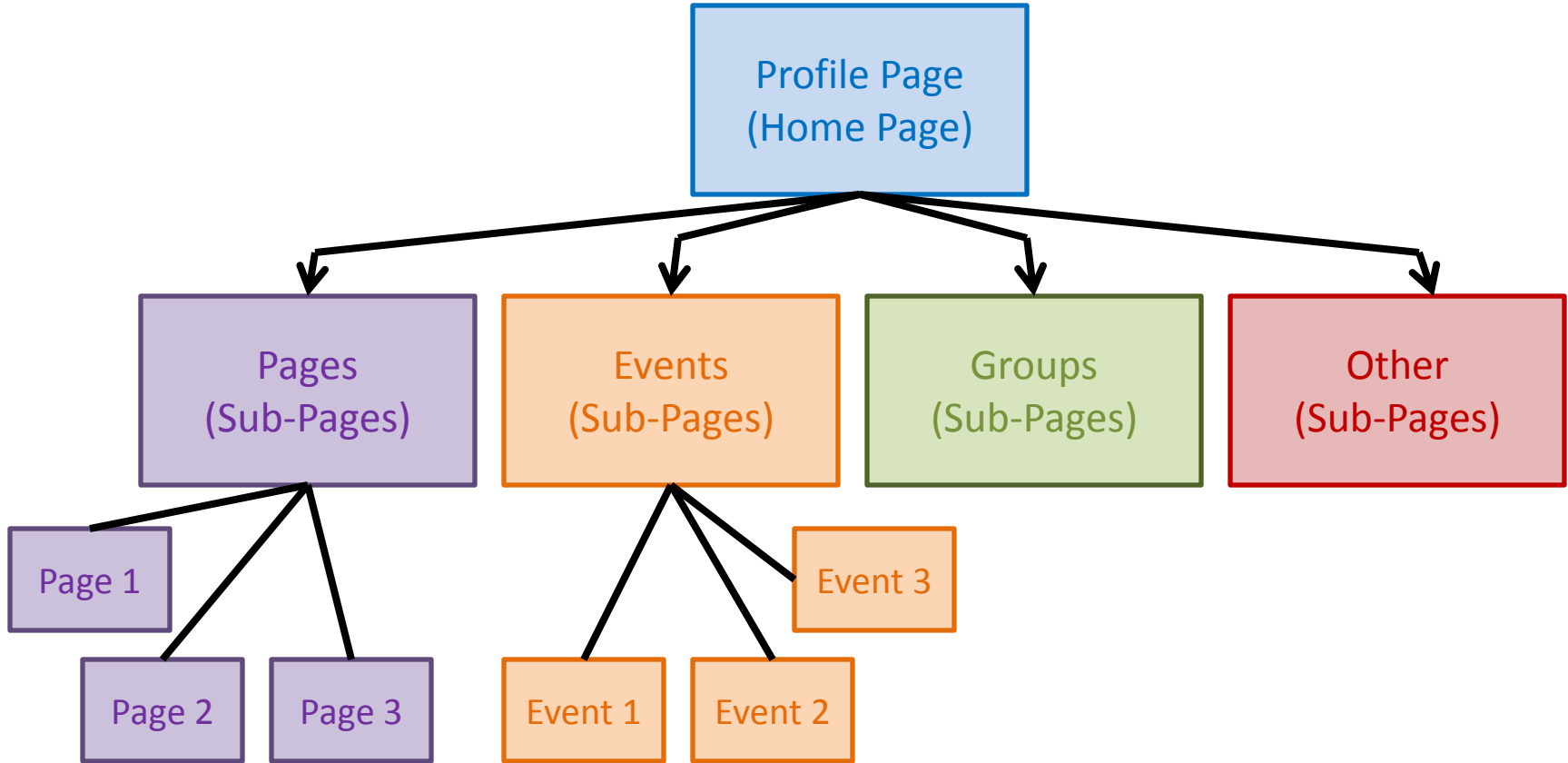
Ramsey Facebook PowerPoint

Form Review

Inbox	Reviewed By	Date
Heidi Nelson	Jo Thieling	06/02/2011 04:51 PM
Kurt Ulrich	Kurt Ulrich	06/02/2011 05:33 PM
Form Started By: Patrick Brama		Started On: 06/02/2011 09:06 AM
Final Approval Date: 06/02/2011		



Facebook

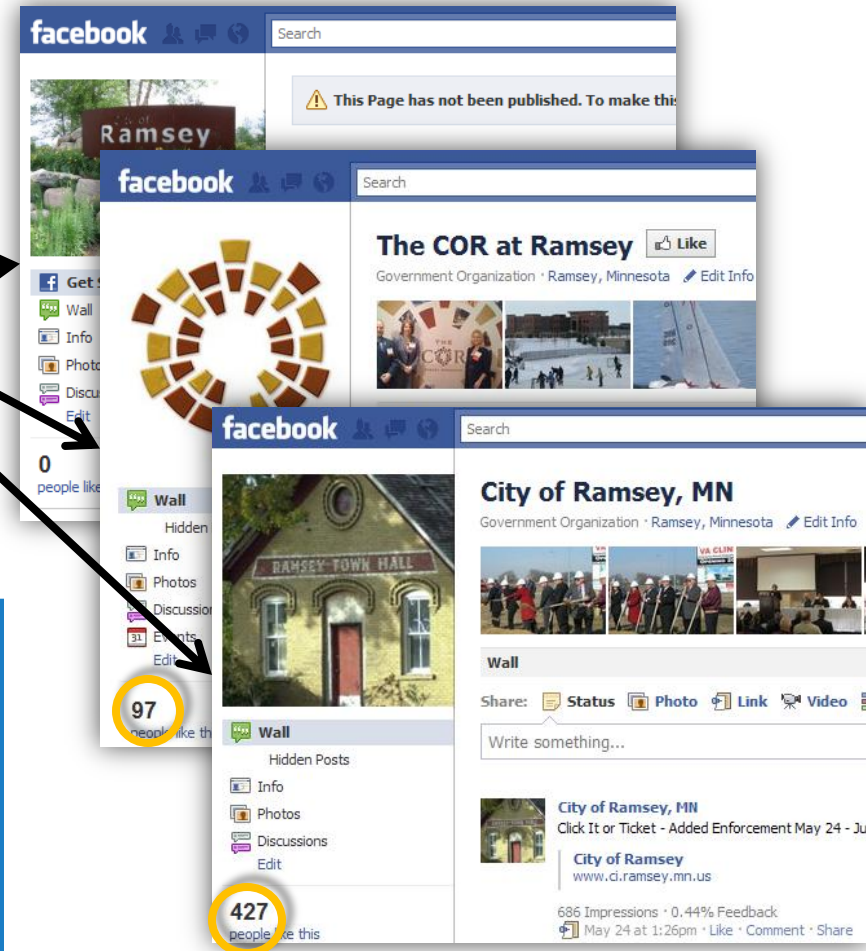


Current Structure

Profile Page (Home Page)



Pages (Sub-Pages)



Issue: All of our users and all of our updates are located in a sub-page(s).

- Cannot send instant updates to users
- Limits the ability to invite to that page and it's users only
- Limits the ability of users to choose what they want to be updated on

Proposed Structure

1. **Redirect users:** get users to become “friends” to the base profile rather than “liking” a sub-page.
2. **Restructure:** use “events” rather than “pages.”
3. **Language:** put standardized language on each Facebook page.

Next Slide: Demonstration

Proposed Structure

Profile Page (Home Page)

The screenshot shows the Facebook profile page for the City of Ramsey. The header includes the Facebook logo and a search bar. The profile name is "Ramseytest Citymnm". Below the name, there are sections for "Activities and Interests" (listing "Facebook Platform") and "Basic Information". The "About" section for "Ramseytest" includes an overview, important information, and a "WANT INSTANT UPDATES?" section with links to police and public works events. The left sidebar features a "Welcome!" message, the City of Ramsey logo, and a list of friends including Patrick Brama and Amy Dietl.

Events (Sub-Pages)

The image displays three overlapping screenshots of Facebook event pages. The top event is "Police Department Updates: City of Ramsey, MN" with a time of Saturday, December 31, 12:00am - 11:30pm. The middle event is "Public Works Projects Updates: City of Ramsey, MN" with a time of Saturday, December 31, 12:00am - 11:30pm. The bottom event is "COR Development Updates: City of Ramsey, MN" with a time of Saturday, December 31, 1:00am - 11:30pm. Each event page includes details like location (City of Ramsey) and creator (Ramseytest Citymnm). A central graphic with the text "Public Works Dept. Updates" and "Center of Ramsey Updates" is overlaid on the event pages, with yellow arrows pointing from the main profile page towards these event pages.

NOTE: Upon Request more events may be added.

Proposed Structure

Profile:

OVERVIEW:

Welcome to the City of Ramsey's Facebook page. It is the City of Ramsey's goal to provide residents the most up to date information as possible.

If you need to contact the City of Ramsey or your elected officials do not use facebook--please call, email or stop in to the Ramsey Municipal Center.

IMPORTANT:

-->This page is intended to be an informal supplement to the City of Ramsey's Website. For official information, please contact the City of Ramsey.

-->All offensive language or profanity used on City of Ramsey's Facebook pages will be removed.

-->If you have an emergency please call 911.

WANT INSTANT UPDATES?

Join any of the update events you are interested in below to access updates throughout 2011:

Police:

<http://www.facebook.com/?tid=1974730640718&sk=messages#!/event.php?eid=213136812040633>

Public Works:

<http://www.facebook.com/?sk=events&ap=1#!/event.php?eid=133089970101110>

The Ramsey COR:

<http://www.facebook.com/?sk=events&ap=1#!/event.php?eid=150313288372145>

Events:

OVERVIEW:

Are you interested in receiving updates to major public works projects in the City of Ramsey (i.e. roads, parks, utilities construction, snow plowing etc.)?

If you are, select "I'm Attending" and you will be updated on 2011 public works projects in the City of Ramsey.

IMPORTANT:

-->This page is intended to be an informal supplement to the City of Ramsey's Website. For official information, please contact the city of Ramsey.

-->All offensive language or profanity used on City of Ramsey's Facebook pages will be removed.

-->If you have an emergency please call 911.

Council Direction

Direct Staff on the following three items:

1. **Redirect users**: get users to become “friends” to the base profile rather than “liking” a sub-page.
2. **Restructure**: use “events” rather than “pages.”
3. **Language**: put standardized language on each Facebook page.

Next Slide: Demonstration

CC Work Session

2. 3.

Meeting Date: 06/07/2011

By: Mark Riverblood, Engineering/Public Works

Title:

Issue RFP for Contract Maintenance Services for The Draw

Background:

As Council is aware, 2011 will be the first full year that the city will be maintaining The Draw. Coinciding with this, is the mid-summer resignation of a full-time maintenance worker assigned to parks.

While additional seasonal worker hours have been budgeted for 2011 for the various added responsibilities, like The Draw and the maintenance of the HRA properties, there still will be the absence of the more skilled FT hours within parks' and public works' due to the resignation. This case discusses a partial strategy to 'backfill' those hours.

Observations:

At this time, staff will not be bringing forward a request to the Personal Committee for replacing the FT worker that is resigning in early August - but rather performing a detailed analysis of how several aspects of park operations may be contracted out; and in a separate process, re-examining how operations may be realigned. The first step in the contacting examination is to identify base-line costs for any particular activity, such that the merits of contracting can be properly evaluated.

Comprehensive accounting of the hours and costs of maintaining The Draw are being collected and organized, beginning with spring start-up. This case requests Council concurrence with the terms of the RFP prior to issuing the call for proposals.

The attached RFP addresses the more significant spring, summer and early fall maintenance of The Draw (that is, not all maintenance, but those elements that are specific, and contractors should be well equipped to bid on). Previously, RFP's have been issued for two-year periods; the following is (a part of) the proposed language staff requests consensus on:

"2.4 Contract Term: The term of this contract shall be for one season, effective from the date of award. With mutual written agreement of the parties, this contract may be extended for four (4) one-season periods. The mowing season for the contract starts on the Monday of the first week of May to the Monday of the first week of October (inclusive)."

The intention is to issue this call for proposals to any and all persons interested in bidding on the park's maintenance, during early July, and have a contractor selected for sometime in early August. (In subsequent years, the term would be a full maintenance season, and not begin mid-year.)

Funding Source:

This topic report does not implicate funding, and results of the RFP will be brought back to City Council for funding authorization. General Fund savings from not filling the Parks Worker vacancy will be available as a funding source for this contract.

Council Action:

Consensus recommendation to approve or modify the Request for Proposals for Contracted Maintenance for The Draw.

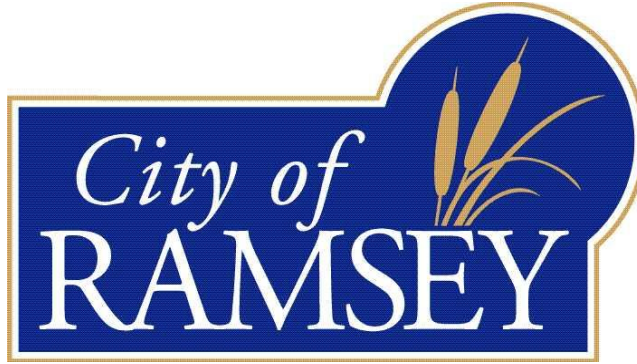
Attachments

RFP for The Draw

Form Review

Inbox	Reviewed By	Date
Brian Olson	Brian Olson	06/01/2011 02:08 PM
Kurt Ulrich	Kurt Ulrich	06/02/2011 05:07 PM

Form Started By: Mark Riverblood
Started On: 06/01/2011 10:10 AM
Final Approval Date: 06/02/2011



City of Ramsey Parks Department

ISSUE DATE:

~~March 14th, 2011~~ PENDING

PROPOSALS MUST BE RECEIVED BY:

2:00 pm on X-day XXth, 2011

DELIVER TO:

City of Ramsey Municipal Center
7550 Sunwood Drive NW
Ramsey, MN 55303
763-427-1410

REQUEST FOR PROPOSAL

**Mowing and maintenance services for The Draw
XX-XX-2011 and 2012 Seasons**

SECTION ONE

1.0 GENERAL INFORMATION:

1.1 Introduction: The City of Ramsey, seeks a qualified contractor or contractors to mow and trim the City's 'The Draw' park, amphitheater and associated public spaces located at 7401 East Ramsey Parkway. The city's goals are to maintain parks and facilities at a high level of quality and to provide safe, neat, clean and condition for residents and visiting park patrons.

1.2 Definition of Parties: The City of Ramsey Parks Department will hereinafter be referred to as the "City." Each firm responding to this Request for Proposal (RFP) shall be referred to as a "proposal." The proposal to which the Contract is awarded shall be referred to as the "Contractor."

1.3 Purpose: The intent of this RFP is to select a proposal to provide mowing and trimming services for the City. This RFP states the instructions for submitting proposals, the specifications for the work, the procedure and criteria by which a proposal may be selected and the contractual terms by which the City intends to govern the relationship between it and the selected Contractor.

1.4 Scope of Work: Services are required for the mowing and trimming of the City's The Draw park facility together with a spring and fall cleanup of all mulch beds. Specifications and standard service levels for all tasks are referenced in Section 3.0 of this RFP and are fully described in Attachment A. The Contractor will provide all labor, supplies and equipment necessary to perform the work. All dates referenced in the standard service levels are approximate. The Contractor shall be responsible for timely performance of the work whether or not the required dates are as stated in the specifications.

1.5 Evaluation Criteria: Award may be made to the low proposal provided that all other requirements, and licensure are met and references are satisfactory (subject to City Council approval.)

1.6 Award: The City may make the award to the most responsive and responsible proposal. The City reserves the right to conduct any tests it may deem advisable and to make all evaluations. The City reserves the right to reject any or all proposals, in whole or in part and is not necessarily bound to accept the lowest quote if that quote is contrary to the best interests of the City. The City reserves the right to waive minor irregularities.

1.7 Award Protest: A firm submitting a proposal may appeal the award decision by submitting a written protest to the City of Ramsey Municipal Center within five (5) business days of the date of the award notice, with a copy of the protest to the successful proposal. The protest must contain a detailed statement of the basis for the challenge.

1.8 Communication with the City: It is the responsibility of the firm submitting a proposal to inquire promptly about any requirement of this RFP that is not understood. Responses to inquiries, if they change or clarify the RFP in a substantial manner, will be forwarded by addenda to all parties that have received a copy of the RFP.

1.9 Submission: A **SIGNED** original and **four (4) copies** of the proposal must be received at the Ramsey Municipal Center 7550 Sunwood Drive NW Ramsey, MN 55303, in a sealed envelope labeled "2011 Park Quote" no later than **2:00 P.M. local time, XX-XXst, 2011**. The proposal must be date stamped by City Staff in order to be considered. Firms submitting a proposal are strongly encouraged to submit proposals in advance of the due date to avoid the possibility of missing the 2:00 P.M. deadline due to unforeseen circumstances. The City assumes no responsibility for delays caused by any package or mail delivery service. A postmark on or before the due date WILL NOT be a substitute for receipt of proposal. Proposals received after the due date and time will be returned unopened. Additional time will not be granted to any single proposal, however, additional time may be granted to all firms submitting a proposal when the City determines that circumstances require it. **FAXED OR E-MAIL PROPOSALS WILL NOT BE ACCEPTED.**

1.10 Proposal Understanding: By submitting a proposal, the firm submitting a proposal agrees and assures that the specifications are adequate, and the firm submitting a proposal accepts the terms and conditions herein. Any exceptions should be noted in your response.

1.11 Costs of Preparation: Firms submitting a proposal assume all costs of preparation of the proposal and any presentations necessary to the proposal process.

1.12 Debarment: Submission of a signed proposal in response to this solicitation is certification that the firms submitting a proposal is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency. Submission is also agreement that the City will be notified of any change in this status.

1.13 Proposal Validity: Unless specified otherwise, all proposals shall be valid for 60 days from the due date of the proposal.

1.14 Errors: Proposals may be withdrawn or amended by firms submitting a proposal at any time prior to the proposal opening. After the proposal opening, proposals may not be amended. If a significant mistake has been made by an apparent low proposal, the firm submitting the proposal will be given the option of selling at the price given or withdrawing the proposal. If an extension error has been made, the unit price will prevail.

SECTION TWO

2.0 GENERAL TERMS AND CONDITIONS:

2.1 Contract Documents: If a separate contract is not written, the Contract entered into by the parties shall consist of the RFP, the signed proposal submitted by the Contractor, the specifications including all modifications thereof, and a purchase order or letter of agreement signed by the City and the Contractor, all of which shall be referred to collectively as the Contract Documents.

2.2 Contract Modification and Amendment: Any modification or amendment proposed by the Contractor must be in writing to the Parks Supervisor. Modifications or amendments must be in writing and signed by both parties.

2.3 Pricing: Quoted prices will be in effect for a minimum of one (1) mowing season from the effective date of the contract; however the intention is to establish a successful on-going contractual relationship. After the first season, notification of price increases (if any) must be furnished in writing to the Parks Supervisor for approval. Contractor shall provide documentation as to what portion of the requested price increase will be applied to labor and fringe benefits, supplies, equipment or overhead/profit if there is an increase. If there is not an increase and the service was deemed to be acceptable, the city will not issue a call for proposals, but continue the contractual agreement as specified below. The City reserves the right to rebid the contract if the pricing change is not acceptable.

2.4 Contract Term: The term of this contract shall be for one season, effective from the date of award. With mutual written agreement of the parties, this contract may be extended for four (4) one-season periods. The

mowing season for the contract starts on the Monday of the first week of May to the Monday of the first week of October (inclusive).

2.5 Cancellation/Termination: If the Contractor defaults in its agreement to provide personnel or equipment to the City's satisfaction, or in any other way fails to provide service in accordance with the contract terms, the City shall promptly notify the Contractor of such default and if adequate correction is not made within seven (7) business days, the City may take whatever action it deems necessary to provide alternate services and may, at its option, immediately cancel this Contract with written notice.

2.6 Contract Validity: In the event one or more clauses of the Contract are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Contract.

2.7 Clarification of Responsibilities: If the Contractor needs clarification or deviation from the terms of the Contract, it is the Contractor's responsibility to obtain written clarification or approval from the Parks Supervisor of the City of Ramsey.

2.8 Litigation: This Contract and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Minnesota without reference to its conflicts of laws principles. The Contractor agrees that any litigation, action or proceeding arising out of this Contract, shall be instituted in a state court located in the State of Minnesota.

2.9 Indemnification: The Contractor agrees to be responsible for, and to protect, save harmless, and indemnify the City and its employees from and against all loss, damage, cost and expense (including attorney's fees) suffered or sustained by the Contractor or for which the City may be held or become liable by reason of injury (including death) to persons or property or other causes whatsoever, in connection with the operations of the Contractor or any subcontractor under this agreement.

2.10 Independent Contractor: Whether the Contractor is a corporation, partnership, other legal entity, or an individual, the Contractor is an independent contractor. If the Contractor is an individual, the Contractor's duties will be performed with the understanding that the Contractor is a self-employed person, has special expertise as to the services which the Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. The manner in which the services are performed shall be controlled by the Contractor; however, the nature of the services and the results to be achieved shall be

specified by the City. The Contractor is not to be deemed an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except as expressly provided herein. The City of Ramsey has prepared specific guidelines to be used for contractual agreements with individuals (not corporations or partnerships) who are not considered employees of the City.

2.11 Assignment: Neither party of the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any money due or to become due without the prior written consent of the City.

2.12 Equal Opportunity: In the execution of the Contract, the Contractor and all subcontractors agree, consistent with City of Ramsey policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, transgender status or gender expression, national origin or citizenship status, age, disability or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. The City encourages the employment of individuals with disabilities.

2.13 Sexual Harassment: The City is committed to providing a positive environment for all contractors and staff. The City thus has a legal and ethical responsibility to ensure that all employees work in an environment free of sexual harassment. Consistent with the state and federal law, this right to freedom from sexual harassment was defined City of Ramsey.

Failure to comply with this policy could result in termination of this Contract without advanced notice.

2.14 Contractor's Liability Insurance: During the term of this agreement, the Contractor shall maintain the following insurance: Insurance Type Coverage Limit

1. Commercial General Liability \$1,000,000 per occurrence or more
(Written on an Occurrence-based form) (Bodily Injury and Property Damage)
2. Automobile Liability \$1,000,000 per occurrence or more
(Including Hired & Non-Owned) (Bodily Injury and Property Damage)
3. Workers Compensation is required for all personnel
(In Compliance with Applicable State Law)

The City of Ramsey shall be named as Additional Insured on the Commercial General Liability insurance.

Certificates of Insurance for all of the above insurance shall be filed with:

City of Ramsey Municipal Center

7550 Sunwood Drive NW

Ramsey, MN 55303

763-427-1410

Certificates shall be filed prior to the date of performance under this Agreement. Said certificates, in addition to proof of coverage, shall contain the standard Accord statement pertaining to written notification in the event of cancellation, with a thirty (30) day notification period.

As additional insured and certificate holder, the City should be included as follows:

City of Ramsey

7550 Sunwood Drive NW

Ramsey, MN 55303

763-427-1410

2.15 Smoking Policy: The City has prohibited smoking in all City Parks, Facilities and Buildings. This rule must also apply to all contractors and workers in or on all City property, including existing City buildings and parks. The Contractor shall be responsible for the implementation and enforcement of this requirement.

2.16 Payments: Payment will be upon submittal of an invoice to The Ramsey Municipal Center on a net 30 basis unless discount terms are offered. Invoices shall include a purchase order number.

2.17 Force Majeure: The Contractor shall not be held liable if the failure to perform under this Contract arises out of causes beyond the control of the Contractor. Cause may include but are not limited to, acts of nature, fires, tornadoes, quarantine, and strikes other than by Contractor's employees.

SECTION THREE

3.0 PERFORMANCE TERMS AND CONDITIONS:

3.1 Parks Supervisor Mark Riverblood will be responsible for administering and managing the day-to-day operations and work specifications of the contract.

3.2 Employees: All persons employed to perform these services shall be employees of the Contractor, well-trained in mowing and trimming procedures. The Contractor shall abide by all federal, state and local laws,

rules and regulations with regard to the employment of minors. The Contractor shall provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the City. At least one contractor employee performing the day to day tasks of the (RFP) shall be fully competent in English to ensure good communication with City staff and park patrons. If the Parks Supervisor notifies the Contractor in writing that any person employed on this contract is incompetent, disorderly, or otherwise unsatisfactory, such person shall not again be employed in the execution of this contract without the written consent from the City.

3.3 Nondiscrimination and Workplace Safety: The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. The Contractor shall provide all personal protective equipment required by law. Any violations of applicable laws, rules or regulations may result in termination of this contract.

3.4 Environmental Protection: The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. In accordance with reporting requirements, the Contractor shall disclose any environmental violations caused in the performance of this work to the City and applicable governmental agency. Any required Material Safety Data Sheets will be maintained in a binder on site and shall be available for review by City personnel at all times. Chemicals and gasoline are to be stored in proper containers required by law. A violation of applicable laws, rules or regulations may result in termination of this Contract.

3.5 Equipment and Supplies: All equipment and supplies required to carry out operations within the scope of this Contract shall be provided by the Contractor. Equipment must be maintained in good operating condition and must conform to NFPA, UL, ANSI, OSHA and any other safety standards in effect at the time of use. The Contractor shall have backup equipment available at all times to complete the work. Storage of equipment required for this Contract shall be off-site.

3.6 Work Specifications: Specifications and standard service levels are provided in Attachment A.

3.7 Proposals: Proposals shall be submitted on the Cost Sheet, Attachment B. Prices shall remain firm for one season.

3.9 Delivery of Materials: It shall be the Contractor's responsibility to assume all liability for equipment and material delivered to the work areas. Inadvertent acceptance of delivery by any representative of The City of Ramsey shall not constitute acceptance or responsibility for any of the materials and equipment.

3.10 Property Damage: Repair of property damage occurring from the performance of the work under this Contract shall be the responsibility of the Contractor. Damaged property shall be restored to its original condition or better.

ATTACHMENT A

THE CITY OF RAMSEY

MOWING AND TRIMMING STANDARD SERVICE LEVELS

1. Mowing and Trimming General Requirements:

- 1.1. All services provided by the Contractor shall be consistent with quality standards of the grounds maintenance industry.
- 1.2. Contractor shall confine to the greatest possible extent, all operation, equipment, apparatus and placement of materials to the immediate work area. Contractor shall comply with all rules and regulations in effect on the work site, including but not limited to parking, traffic laws, use of walks, security restrictions, hours of allowable entrance and departure.
- 1.3. Storage of equipment shall be offsite, not on city property. Contractor or their authorized representative must be present to accept delivery of all equipment and/or material shipments. It shall be the Contractor's responsibility to assume liability for equipment and materials delivered to the job site.
- 1.4. Contractor shall notify the City Parks Supervisor verbally or in writing of any defects noted in such surfaces that are to receive their work, if such defects may affect lawn mowing operations or present a safety concern. The Parks Supervisor will direct such surfaces to be repaired and will coordinate that work to be done and may direct the immediate area be skipped from mowing at no loss to the Contractor.

2. Mowing Requirements

- 2.1. All grass shall be mowed at a height of 2.50 inches at the front of the deck and slightly higher at the back of the deck.
- 2.2. Contractor shall remove all trash and litter from the entire area to be mowed prior to initiating any mowing. All trash and litter removed shall be disposed of by the Contractor appropriately.
- 2.3. Contractor shall remove no more than 1/3 of the grass height during mowing.
- 2.4. No damage to trees, shrubs, flower beds and other vegetation will be acceptable – and any damage will be fully reconciled as directed by the Park Supervisor and addressed by these specifications. Contractor shall not "spin circles" when moving around trees and other objects. Further, the mowing patterns are to be varied weekly so as to not cause patterns in the grass, or rutting in the subsurface in sloped areas.

- 2.5. All clippings shall be removed from paved/concrete surfaces after mowing. **At no time shall the clippings be blown toward or into the pond.**
- 2.6. Mower discharge shall at all times be aimed away from people, buildings, water, and vehicles. Mower guards must be used as intended at all times for safety.
- 2.7. All scheduled mowing shall be commenced and completed in one day, weather permitting, as specified unless otherwise rescheduled due to inclement weather. Mowing of The Draw will take place on **Wednesdays** barring any schedule changes.

In the case of 'rain-outs' for Wednesday, mowing shall be completed **before 2 PM** on Thursdays between June 1 and October 1st that corresponds to the programming of the amphitheater and Farmers Market.
- 2.8. Mowers shall be of a type which causes clippings to be distributed evenly over the cut area. If the type of mowers used causes the cut grass to windrow, the windrowed grass shall be removed and hauled away. Windrowed grass caused by mowing heavily dewed grass shall be the responsibility of the Contractor to remove.
- 2.9. All areas that cannot be mowed with mowers must be trimmed with weed-whips or by other means. **Due to the grade of the turf down to the water's edge, a significant amount of push mowing will be required.**

3. Equipment Operation, Maintenance and Safety Requirements:

- 3.1. Contractor shall operate all equipment in accordance with applicable federal and state safety laws and regulations.
- 3.2. Contractor shall be responsible for all maintenance supplies of mowing equipment. Costs shall be part of the base bid.
- 3.3. Contractor shall not fuel or perform maintenance on mowers or other equipment at park sites, except for emergency maintenance necessary to safely move equipment from the site in case of breakdown.
- 3.4. Contractor shall ensure mower blades are regularly maintained and sharpened for proper cut. Grass bruising or rough cutting may require the Contractor to perform rejuvenation procedures to bring the damaged areas out of a stressed condition.
- 3.5. Contractor shall provide and maintain in working order at the work site such fire protective equipment and devices as required by applicable safety standards and as they deem necessary and suitable for any possible class or type of fires.
- 3.6. Mowers and other equipment shall be properly maintained to operate at "normal" operating sound levels. Equipment that is generating excessive noise or is otherwise

objectionable to the City shall be discontinued from use, at City request until repairs can be made. Further, no mowing or string trimming shall occur after 5 pm.

MULCH BED MAINTENANCE SERVICE LEVEL

4. Mulch Bed General Requirements:

- 4.1. Spring Clean-Up – The contractor must deadhead all perennial flowers. All excess debris and leaves must be removed and disposed of properly offsite.
- 4.2. Fall Clean-Up – All leaves and debris must be removed from beds and disposed of.

5. Property Damage:

- 5.1. Wherever any existing property, material, equipment or facility is damaged by the Contractor, the cost of repair or replacement shall be charged to the Contractor. Items covered by this provision include but are not limited to curbs, sidewalks, lawns to include (scalped areas), plantings, trees, signs and refuse containers. Contractor shall immediately report any property damage to the City. (Greater detail on tree damage definitions and penalties is included in attachment B.)
- 5.2. The Contractor shall repair, to its original state, any landscape damaged by failure to provide proper and adequate protection, to the satisfaction of the City's Parks Supervisor, or remove or replace with new materials or plantings at the contractor's expense. Repair work due to damages caused by the Contractor shall be coordinated through, and subject to the approval of the Parks Supervisor. Repairs shall be made with like material in a manner acceptable to the City.

6. Inclement Weather, Rescheduling and Canceling:

- 6.1. Contractor may cancel all or part of a scheduled mowing due to inclement weather. It is the responsibility of the Contractor to contact the Parks Supervisor on or before 8:00 a.m. of the day to be canceled, when such cancellation is desired, and to reschedule the mowing.
- 6.2. Inclement weather shall be defined as weather that both the Contractor and the City's Park Supervisor agree makes the accomplishment of quality work unfeasible, unusually time consuming, or potentially dangerous, or harmful. In the event mutual agreement cannot be reached for a particular mowing, the inclement weather determination shall be made by the City.

- 6.3. Any part of a scheduled mowing that is canceled due to inclement weather shall be rescheduled by the contractor to the following day of the cancellation. The City may, at its option, elect not to reschedule any part of a mowing. Any portion of a mowing that is canceled and not rescheduled shall not result in a mowing charge.
- 6.4. In areas of poor drainage which adversely affect the work of the Contractor, the Contractor shall be responsible for informing the City Parks Supervisor of the affected area. The Parks Supervisor will have discretionary authority to waive work quality standards in areas which both the Parks Supervisor and the Contractor agree are problematic.
- 6.5. The City reserves the right to cancel the weekly mowing if conditions indicate that mowing is not needed. For example if conditions are too warm, cold, wet or dry to require mowing. The Contractor will be notified that mowing is canceled by Friday of the week before mowing.

7. Additional Requirements

- 7.1. All contractor vehicles are required to have strobe lights and back up alarms on any vehicles driving in parks or on trails. Contractor vehicles must also have contractors name prominently displayed.
- 7.2. Contractor vehicles must also go no more than 5 miles an hour on trails. Contractor vehicles and mowers must also yield to park users.
- 7.3. Contractor or contractor employees must also have the contractors name prominently displayed on their uniform or vest.
- 7.4. **Contractor has personally walked and inspected the entire site prior to submitting bid.**

ATTACHMENT B

TREE DAMAGE

TREE DAMAGE DEFINITIONS AND PENALTIES

1. Definition of Tree Damage: Tree Damage includes any damage to the trunk, branches, roots or limbs of City Trees. The Contractor is responsible for any damage to these items with mowers, weed-whips or any other equipment used by the Contractor.
2. Penalties: For every minor incident of tree damage the Contractor will be penalized one-hundred dollars to be deducted from the fee schedule. For every major incident of tree damage the contractor will be required to replace the tree.
3. Definitions of Major and Minor tree damage. Minor damage shall include cosmetic damage to the tree's roots, limbs or branches and damage to less than 10% of the tree trunk's circumference. Major damage shall include any damage to a tree's roots, limbs or branches, which significantly impairs a tree's long term viability. Major damage also includes damage to 10% or more of the tree trunk's circumference.
4. Tree replacement: The replacement of trees that receive major damage will be determined by the tree's Diameter Breast High or DBH. A tree's replacement or replacements must have an equal DBH to the original tree. In the case of large trees it is acceptable to replace a single damaged tree with several trees as long as the replacement tree's DBH equals the original tree's DBH. Acceptable replacement trees will be preapproved at the discretion of the City's Park Supervisor.

ATTACHMENT C

PROPOSAL FORM

CITY OF RAMSEY MOWING, TRIMMING and BED MAINTENANCE

I/We agree to furnish all materials and labor to perform the services required for mowing, trimming and bed maintenance at 'The Draw' in accordance with the specifications herein.

1. Mowing, Trimming and Bed Maintenance of 'The Draw'.	\$ _____ Per Season (25 weeks)
2. Deduct Mowing, Trimming and Bed Maintenance of 'The Draw' per specs (for weeks services are not needed).	\$ _____ Per Week

Contractor name _____

Owner or representative _____

Signature _____

Phone(s) _____

Fax _____

E-mail _____

CC Work Session

2. 4.

Meeting Date: 06/07/2011**By:** Brian Olson, Engineering/Public Works

Title:

Consider cost participation for access improvements on Sunfish Lake Boulevard near Trunk Highway 10

Background:

In 2008, Anoka County upgraded the capacity of the intersection of Sunfish Lake Boulevard and TH 10 with the financial assistance from the City of Ramsey. This improvement accomplished a number of things. This intersection operated at an unacceptable delay and had a significant safety problem as evidenced by being the 5th most dangerous intersection in the entire metropolitan area. Additionally, there were safety improvements installed at the rail crossing that allowed the City to move forward with the implementation of a quiet zone on the eastern side of the City. Although there were many positive aspects of the project, it had impacts to the access of the businesses located on the Northwest quadrant of the intersection of TH 10 and Sunfish Lake Boulevard. The purpose of the case tonight is to discuss the potential for City participation for the design and construction of an improvement to the access for Sunfish Express and the multi-tenant commercial use directly to the west.

As you recall from a previous City Council work session, the Anoka County Highway Department has an access spacing guideline that allows access improvement consideration as long as there is a study that is done that documents that there is a benefit to the Anoka County Highway system. The last time that we ran into an example similar to this was on the Bunker Lake Road project. At that time there was a desire to open Unity Street before we provided municipal consent for that project. In that case, design was underway so the costs to develop a cost estimate and determine the extent of the improvements was absorbed by the design contract. It cost about \$4,500 to hire SEH to analyze the request and the operations of nearby intersections to prove that there was indeed an improvement to the Anoka County Highway system. In this case the cost will be more extensive because of the additional scope to estimate costs and determine the impact to adjacent intersections.

Staff met with the Anoka County Engineer and Attorney, City Attorney and business owners on May 16, 2011. The consensus of this meeting was that the business owners agreed to pay up to \$7,500 for the study only if the City was willing to participate in the construction costs. Since this meeting, Frank Yamoutpour of ZSunfish Express spoke with the City Administrator and indicated that he spoke to the mall owners and that they would pay half of the engineering study, and Sunfish Express would pay the other half. The condition they have of paying for the study is that they want the County and/or the City to commit to paying for the recommended changes (\$50,000 - \$400,000) that might come out of the study.

County Staff will be bringing this issue to their Public Works Committee to see about their desire to participate. Staff has contacted the County Engineer and has not heard the status of this request. An update will be provided on Tuesday night.

Notification:

The businesses that we met with were notified at the May 16th meeting and subsequently via e-mail that this case would be discussed this evening.

Observations:**Recommendation:**

Based upon discussion

Funding Source:

None identified

Council Action:

Based upon discussion

Form Review

Inbox

Kurt Ulrich

Form Started By: Brian Olson

Reviewed By

Kurt Ulrich

Date

06/02/2011 05:07 PM

Started On: 05/31/2011 07:29 PM

Final Approval Date: 06/02/2011

CC Work Session

2. 5.

Meeting Date: 06/07/2011

By: Brian Olson, Engineering/Public Works

Title:

Update on Ramsey Rail Station

Background:

Over the course of the last few months, the Ramsey City Administrator and Public Works Director have participated on the Ramsey Rail Station Project Management Team (PMT). The purpose of this case is to provide the Council an update on those meetings and receive direction on a few points that will ultimately be placed in the Master Cooperation, Funding and Delegation Agreement which is given to the City Council at work session on April 26, 2011 and is attached for your convenience.

The four topics to discuss tonight that Staff is asking for direction include:

- Request for additional capital from the Metropolitan Council
- Waiving of the building and plan review fee
- Ridership marketing campaign to manage transition of riders to rail
- Continued contract for bus service

Request for additional capital from the Metropolitan Council

During the work session on April 26, 2011, the Metropolitan Council indicated that they expect to see approximately \$295,000 annually from Ramsey residents when the City of Ramsey opts into the transit taxing district.

With uncertainty with the Governor's bonding bill and the lack of a \$4 million investment from the State, the PMT has discussed the possibility of requesting additional money from the Metropolitan Council in the form of a revenue bond that would run over the course of 10 years. The Finance Director indicated that with an expected annual payment of \$295,000 over 10 years would reasonably generate \$1.81 million in capital that could requested instead of the \$1.32 originally discussed.

Depending on the status of State Bonding monies, the Anoka County Regional Rail Authority also has the option of asking the Counties Transit Improvement Board for additional assistance. As you recall, the original \$1 million that we were confirmed was conditional upon the remainder of the funding being committed to this project

Waiving of the building and plan review fee

There has been a request by the PMT to ask for City Council authorization to waive the building permit fee to try to keep costs of the project down. Attached to the case is a revised cost estimate that identifies the fees for Staff time from the other agencies to complete this project. As it relates to the City building permits fees, Staff has researched other public buildings that have been constructed within the last 5 - 7 years and there has been various methods of paying for the building permits. In all but one example, the Contractor was be required to pull a building permit and pay for it within their overall bid. This was the case in the parking ramp construction, the Central Park facility that the Lions built, the pumphouses within and adjacent to the COR, and the recently installed water tower. The only exception was the construction of the Ramsey Municipal Facility. In that case the fee was waived by the existing City Council.

In checking with the building division, Staff has estimated that this waiving of the fee would amount to a decrease of the project costs by \$44,382.64.

Ridership marketing campaign to manage transition of riders to rail

A concern has been expressed by members of the PMT regarding the retention of the existing riders of the Ramsey Star Express. The goal would be to not only retain the existing riders but to add riders to the existing Northstar Rail by easing the transition to rail. As you are aware, the existing fare for the Ramsey Star Express is \$3 per trip. The existing fare for the Northstar is \$5.50 per ride from Elk River and \$4 per ride from Anoka. A meeting has been set up next week with Metro Transit to discuss strategies to successfully integrate the newly constructed rail station and add at least the amount of riders that currently use the Ramsey Star Express. Staff is interested in Council feedback regarding the fares to assist with this goal.

Currently, the City of Ramsey pays approximately \$54,000 per month for the transit service and receives about \$10,500 per month in farebox, for a net average cost per month of \$43,500. A graph for Average Daily Trips is attached to the case. As this graph indicates, there was a change in fare in March of 2008 to \$2.75 from \$4.50 per trip. It is difficult to say that the entire reason for the increased ridership was due only to the fare decrease, as the gas prices were above \$4 per gallon, and therefore ridership on the entire corridor increased. However, it is pretty clear that there was an impact on ridership, as ridership almost doubled to about 260 rides per day from 133 rides per day.

Continued contract for bus service

The last time that Staff brought forward a request to extend the bus service for another 6 month extension to the First Transit contract, we were given approval to extend the service until Sept 2011 and to negotiate a contract extension beyond that term until the rail station was operational. At that time there was considerable discussion about issuing an RFP for the bus service but due to the uncertainty of the term of that contract the direction was to negotiate with the Contractor instead of issuing an RFP.

In our conversations with First Transit, they will be willing to continue the service beyond the Sept 2011 timeframe with a 3% increase in costs. Since they haven't had any increase in their contract since the service first began in 2007, Staff feels that this is a reasonable increase, but wanted to discuss these terms before agreeing to continue the service.

Funding Source:

Funding for the bus contract is the Landfill Trust fund.

Council Action:

Based upon discussion

Attachments

revised cost estimate

master coop agreement

ridership through April 2011

Form Review

Inbox

Kurt Ulrich

Reviewed By

Kurt Ulrich

Date

06/02/2011 05:33 PM

Form Started By: Brian Olson

Started On: 06/02/2011 10:12 AM

Final Approval Date: 06/02/2011

NORTHSTAR COMMUTER RAIL STATION

Ramsey Station

Cost Estimate Summary

Last Updated: June 1, 2011

Breakdown of Professional Technical Services	
ACRRA	\$ 45,000.00
Mn/DOT	\$ 50,000.00
Met Council	\$ 415,000.00
Geotechnical/Material Testing	\$ 60,000.00
Safety Plan Updates	\$ 35,000.00
Completion of Design	\$ 25,000.00
Design Support During Construction	\$ 340,000.00
Permit Fees	\$ 40,000.00
Insurance - Marsh	\$ 35,000.00
Ken Stevens	\$ 25,000.00
Contingency	\$ 261,325.00
Total	\$ 1,331,325.00

Notes

Likely not required

Includes CAR and PM time

Will be updated to reflect special insp

Metro Transit led effort

To complete plan review/prepare front end doc's

SOW and fee submitted to Metro Transit

Allowance for construction related permits - June 7

- \$70,000 - \$170,000

Adjusted contingency up to reflect changes above

Breakdown of Estimate Construction Cost	
Construction Cost Estimate	\$ 6,072,000.00
Metro Transit Furnished Equipment	\$ 231,500.00
Contingency (5%)	\$ 315,175.00
Total	\$ 6,618,675.00

Will need to order for project- no change in cost

BNSF Easement Costs	
BNSF Easement Costs	\$ 5,000,000.00
Contingency (5%)	\$ 250,000.00
Total	\$ 5,250,000.00

Project Total	\$ 13,200,000.00
----------------------	-------------------------

Mn/DOT Contract No. _____
Met Council Contract No. _____
ACRRA Contract No. 2011- _____
City of Ramsey Contract No. _____

DRAFT OF 4-12-11

**NORTHSTAR RAMSEY STATION PROJECT
MASTER COOPERATION, FUNDING AND DELEGATION AGREEMENT**

By and Between

~~State of Minnesota through its
Commissioner of Transportation (Mn/DOT)~~

Metropolitan Council

Anoka County Regional Railroad Authority

and

City of Ramsey

_____, 2011

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Table of Contents

AGREEMENT

**NORTHSTAR RAMSEY STATION PROJECT
MASTER COOPERATION, FUNDING AND DELEGATION AGREEMENT**

This is a Master Cooperation, Funding and Delegation Agreement ("Master Cooperation Agreement") made and entered into by and between the State of Minnesota through its Commissioner of Transportation ("Mn/DOT"), the Metropolitan Council ("Met Council"), the Anoka County Regional Railroad Authority ("ACRRA"), and the City of Ramsey ("City"), collectively referred to as the "Parties."

BACKGROUND RECITALS

~~1. The Minnesota Department of Transportation is an agency of the State of Minnesota and under Minnesota Statutes, Section 174.82, was responsible for the planning, developing, and constructing Phase I of the Northstar Commuter Rail Project.~~

~~2.1. After the commencement of revenue service of the Northstar Commuter Rail Project in November 2009, the Met Council became responsible for planning, development, design, acquisition, construction, and equipping of any improvements to commuter rail facilities or service in that corridor pursuant to Minnesota Statutes, Section 473.4057, subd. 3.~~

~~3.2. ACRRA is a regional railroad authority established pursuant to Minnesota Statutes, Chapter 398A, to provide for the improvement of local passenger rail service.~~

~~4.3. The proposed commuter rail station will be located within the City of Ramsey and partially on property owned by the City.~~

~~5.4. The parties to this agreement have been involved in various activities regarding the development of the Northstar Ramsey Station Project ("Project"). The Project consists of the development of a commuter rail station on the Northstar Corridor which currently runs from Big Lake to downtown Minneapolis. The Project includes, without limitation:~~

- ~~a. the acquisition of the rights from the BNSF to allow the use of the railroad's right-of-way to add the Ramsey commuter rail station to the existing Northstar service, and~~
- ~~b. the construction of station and platform.~~

~~6.5. The Project will be financed through grants from the Federal Transit Administration ("FTA") and through financial contributions from the State of Minnesota, the Met Council, the ACRRA, the City and the Counties Transit Improvement Board ("CTIB") as described in this agreement.~~

~~7.6. Minnesota Statutes, Section 473.4057 sets forth certain requirements and responsibilities of the Met Council with respect to the planning, developing, designing, constructing, funding, operating and maintaining of commuter rail transit.~~

~~8.7. Minnesota Statutes, Section 473.4057 provides that the Met Council may enter into memoranda of understanding, joint powers agreements, or other agreements with public or private entities including, without limitation, political subdivisions, regional railroad authorities, metropolitan planning organizations, joint powers boards, the commissioner of transportation, or railroads, to carry out its responsibilities for commuter rail transit.~~

Met Council in charge of \$ and would be in lead of construction.

~~9. Minnesota Statutes, Section 473.399 directs Met Council and Mn/DOT to cooperate to ensure that certain light rail transit and commuter rail facilities are planned, designed, and implemented: (1) to move commuters and transit users into and out of, as well as within, the Twin Cities metropolitan area, and (2) to ensure that rail transit lines will interface with each other and with other transportation facilities so as to provide a unified and efficient multimodal transportation system.~~

~~10.8.~~ The Parties have passed resolutions or taken action authorizing their officials to execute this Master Cooperation Agreement between and among the Parties.

~~11.9.~~ The Met Council and the other parties to this agreement have authority pursuant to Minnesota Statutes, Section 473.4057 and other applicable law to enter into this Master Cooperation Agreement.

AGREEMENT

NOW, THEREFORE, for mutual valuable consideration, the sufficiency of which has been agreed to by the Parties, Met Council, Mn/DOT, ACRRA, and the City agree as follows:

ARTICLE I PURPOSE, GENERAL COOPERATION AND DELEGATION OF AUTHORITY

A. Purpose of Agreement

The purpose of this Master Cooperation Agreement is to:

1. Set forth the agreements made or to be made between and among the Parties on topics and issues with respect to the implementation, construction, ownership and operation of the Project pursuant to their authority under Minnesota Statutes, Chapters 174, 398A, 473; Minnesota Statutes, Section 471.59 and other applicable statutes;
2. Set forth the responsibilities agreed to be undertaken by each of the Parties with respect to the Project;
3. Provide for the requisite delegation of authority from the Met Council to each of the Parties, pursuant to Minnesota Statutes, Section 473.4057, as necessary for each Party to fulfill its responsibilities hereunder;
4. Set forth a timetable for the construction and implementation of the Project; and
5. Document the expenditures made or to be made by the Parties in support of the Project.

B. General Cooperation

The Parties to this Master Cooperation Agreement agree that their overall goal is the successful construction and implementation of the Project and to that end each Party agrees to cooperate with all other Parties and their consultants in order to ensure timely completion of construction and provision of service at the Ramsey commuter rail station.

C. Delegation of Authority

This Master Cooperation Agreement shall constitute an agreement by the Met Council, pursuant to Minnesota Statutes, Section 473.4057, that the Parties are authorized to carry out the services and responsibilities set forth in this Master Cooperation Agreement subject to the direction and control of the Met Council. The delegation herein shall be construed liberally to effectuate the Parties' intent and purpose, as authority for the performance of every act and thing authorized, and all powers granted shall be broadly interpreted to effectuate this intent and purpose.

**ARTICLE II
REGIONAL AND STATE PLANS
REGIONAL AND LOCAL APPROVALS**

The Parties agree that the following statements accurately reflect the planning and local approval status of the Project:

~~A. The basis for the proposed Project was developed through a series of regional and state transportation planning efforts will be documented in the following documents:~~

~~1. Transportation Improvement Plan (TIP), Metropolitan Council, 2011 - 2014.
(Question: Does Ramsey station need to be within the TIP?)~~

~~B. In compliance with Minnesota Statutes, Section 174.86, Mn/DOT submitted the Northstar Corridor Commuter Rail Advanced Corridor Plan ("ACP") to the governing bodies of all cities, counties, and towns along the corridor on August 4, 2000. The ACP was approved by all appropriate cities within 45 days of the public hearing. The Met Council approved the ACP on February 14, 2001, following a public hearing that it held on January 2, 2001. (Note: The Ramsey Station was not included in the ACP. How does the Met Council want to handle this issue?)~~

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**ARTICLE III
ACQUISITION OF LAND, EASEMENTS, RIGHT-OF-WAY AND OTHER PROPERTY INTERESTS FOR THE PROJECT**

The following sets forth the responsibilities of the indicated parties to this agreement for the acquisition of land, easements, right-of-way and other property rights needed for the Project, and the disposition of those rights.

A. City

1. City has acquired property and has constructed the Ramsey Town Center park-and-ride facility adjacent to the Ramsey commuter rail station site. By separate agreement, City will convey pursuant to a ground lease certain property rights to the Met Council to provide parking for commuter rail passengers.

2. In addition, the City owns and will convey by quitclaim deed property rights necessary for construction and operation of the Ramsey commuter rail platform. Such conveyance shall be at no cost to the transferee. [Note: 1. Brian Olson will check to see whether Right-of-way Acquisition Loan Fund (RALF) funds need to be repaid. 2. Paul Danielson needs to confirm what property transfers are needed for the project.]
3. City has no responsibility for acquisition of any other property interests for the Project.

B. Mn/DOT ??? (Note: Does Mn/DOT need to be a party to this agreement? Do we need Mn/DOT to issue the threat of condemnation?)

1. ~~Mn/DOT intends to acquire from BNSF the commuter rail easements necessary for implementation of the Project through execution of the Purchase and Sale Agreement with BNSF as set forth in Exhibit A to this Master Cooperation Agreement.~~
2. ~~Mn/DOT has already acquired and now owns (?) certain property interests necessary for the operation of commuter rail service in the Northstar Corridor.~~

C. Met Council

1. Mn/DOT Met Council intends to acquire from BNSF the commuter rail easements necessary for implementation of the Project through execution of the Purchase and Sale Agreement with BNSF as set forth in Exhibit A to this Master Cooperation Agreement.

2. ACRRA, in consultation with the Met Council, will negotiate the acquisition of certain property interests (such as platform leases and overpass/underpass agreements) necessary for construction and operation of the Project. As necessary, the Met Council will execute such agreements subject to the following:

1. Met Council acceptance of the terms and conditions of such agreements; and
2. obtaining sufficient funding for any costs incurred or to be incurred by the Met Council:
 - in acquiring such property interests, and
 - for the construction of the Project.

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**ARTICLE IV
FINANCING OF THE PROJECT**

This article sets forth the projected sources and associated contributions necessary for financing the Project.

A. Federal Grant Funding

1. The Parties anticipate that approximately _____% \$3 million of the Project will be funded through a grant from the FTA.
2. Met Council will act as the Grantee of all federal funds for the Project. As Grantee, Met Council will conduct negotiations with FTA and will submit all components of any grant applications to the FTA.

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3. The FTA contribution to the Project will be granted to Met Council which will use or distribute the funds for Project costs, including but not limited to:
 - right-of-way acquisition and expenses,
 - acquisition of the BNSF commuter rail easement,
 - payment to design support, construction, and project management contractors,
 - used for staffing costs directly incurred for this Project, and
 - other eligible Project expenses.

B. State of Minnesota Funding

1. The Parties anticipate that approximately —%-\$4 million of the Project will be funded through a State bond funds.
2. The State contribution to the Project will be used for one or more of the following purposes:
 - right-of-way acquisition and expenses,
 - acquisition of the BNSF commuter rail easement,
 - payment to design support, construction, and project management contractors,
 - used for staffing costs directly incurred for this Project, and
 - other eligible Project expenses.
 - ~~applied to right-of-way acquisition,~~
 - ~~paid to the Parties for Project expenses, and~~
 - ~~used for staffing costs directly incurred for this Project. (?)~~

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3. The Parties recognize that the availability of FTA and State contributions to the Project will not match the projected expenditure schedule for the Project. Accordingly, it will be the responsibility of _____ to develop a Master Cash Flow for construction of the Project and to provide the cash flow financing for the Project, except as otherwise provided for in this Master Cooperation Agreement or other Project funding agreements. This Master Cash Flow will show the annual amount of funds needed to support the Project, the mix of funds for the various parts of the Project, and the timing for these funds.

C. ACRRRA and City Funding

1. ACRRRA
 - a. Direct Contribution. ACRRRA will contribute up to \$3.1 million (to be negotiated) for completion of the Project for one or more of the following purposes:

 - b. CTIB Grant. ACRRRA has applied for and was awarded a \$1 million grant for 2011 contingent upon commitment of all funding for the Project. ACRRRA intends to apply for additional CTIB grant in the amount of \$1.816 million for 2012. Parties hereby agree to comply with all applicable terms and conditions of the CTIB grant agreements for the Project.
2. City

The City will contribute up to \$3.1 million (to be negotiated) for completion of the Project for one or more of the following purposes:

3. D. Met Council Funding

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The Met Council will contribute \$1.3 million for completion of the Project.

**ARTICLE V
FINANCIAL MANAGEMENT OF THE PROJECT**

A. General. _____The Met Council will be responsible for maintaining the official and complete accounting records for the Project. It will provide to the other Parties the structure for coding and tracking expenditures. This coding will be used for costs incurred for the Project regardless of source of funds or repayment status.

B. Grant Management. As Grantee of FTA funds, _____the Met Council has primary responsibility for compliance with federal requirements. Accordingly, the Met Council_____ will oversee and coordinate all activities relating to budgets, procurement and project controls. The Met Council_____ will provide assistance to the other Parties so that the Project will comply with said federal requirements.

C. Funding Agreements. _____ has entered into or will enter into separate Funding Agreements ("Funding Agreements") with other parties to this agreement or other entities to provide a method of transfer of Project funds to those parties for acquisition of property or equipment, or for other Project services.

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D. Project Budget.

The budget for the Project ("Project Budget") is attached hereto and incorporated herein as Exhibit B.

**ARTICLE VI
CONSTRUCTION AND IMPLEMENTATION OF THE PROJECT**

Met Council will coordinate construction and implementation of the Project with individual Project activities being carried out by the various parties to this agreement. The project management team organization chart and key staff is attached hereto and made a part hereof as Exhibit C. The following describes the responsibilities of the Parties with respect to construction and implementation of the Project.

A. Met Council

1. Met Council will obtain the local approvals and permits it deems necessary for the Project. Where compliance with building, mechanical, electrical, elevator, fire or other construction code is either required by the laws of the State of Minnesota or is determined to be advisable by Met Council, and the enforcement has been delegated by the Met Council to another Party, Met Council and/or its contractors will prepare permit applications, and pay, for any and all permits normally required by the Party for work regulated by the code(s).

2. _____ has updated the environmental documentation required by state and federal law and has submitted the documentation to the FTA. _____ will be responsible for any modifications or updates to the environmental documentation that may become necessary as the Project proceeds.
3. The Project will be constructed in accordance with the schedule attached hereto and incorporated herein as Exhibit D.
4. Met Council will construct, within the Project limits, any and all physical structures, elements and components of the system, which include, but are not limited to, communications systems, overhead contact system, signals, lighting, sidewalks, passenger stations, structures, certain public utilities, and landscaping.
5. Contracts awarded by the Met Council for the construction of the Project shall include all federal, state and CTIB required contract clauses and requirements, including but not limited to the applicable FTA third party contracting requirements of FTA Circular No. 4220.1E.
6. The Met Council is responsible for Project management during construction and will work through the project management team to manage all activities during the construction phase of the Project.

B. ~~Mn/DOT~~

~~1.?~~

ARTICLE VII GENERAL PROVISIONS

- A. Conflict Resolution – If a dispute should arise between or among the Parties to this Master Cooperation Agreement with respect to this Master Cooperation Agreement or any of its provisions, the Parties involved agree to attempt to settle such dispute through the use of a mediator mutually acceptable to the Parties involved in the dispute prior to initiation of any legal action with respect to this Master Cooperation Agreement, any of its provisions and/or its enforcement.
- B. Liability – Each party shall be responsible for its own acts and omissions, the acts and omissions of its employees and the results thereof to the extent authorized by law. The Parties shall not be responsible for the acts of others and results thereof. ~~The liability of the Mn/DOT is governed by Minnesota Statutes, Section 3.736, and other applicable law. The liability of all other the Parties is governed by the Municipal Tort Claims Act in Minnesota Statutes, Chapter 466, and other applicable law.~~ The terms of this Master Cooperation Agreement are not to be construed as, nor operate as, waivers of a Party's statutory or common law immunities or limitations on liability, including, but not limited to, Minnesota Statutes, Section 3.736, Minnesota Statutes, Chapter 466, Minnesota Statutes, Section 471.59, subd. 1a., or any other applicable law or regulation providing limitations, defenses or immunities to the Parties.

- C. Insurance – The various Property Transfer Agreements property transfer agreements and Construction Agreements contracts entered into pursuant to this Master Cooperation Agreement will contain terms and conditions for provision of adequate insurance coverage for the Parties during construction and operation of the Project. Contracts shall provide that the contractor must defend, indemnify, and save harmless the Parties from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused in whole or in part by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable. Contracts shall further provide that the contractor must provide and maintain insurance in amounts and types of coverage appropriate to the contracted work and naming the Parties as additional insureds, and provide to each of the Parties prior to commencement of the contracted work a certificate of insurance evidencing such insurance coverage.
- D. Employees – All employees of each Party and all persons engaged by each Party in the performance of any work or services required or provided for herein to be performed by each Party shall not be considered employees of any other Party and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the state of Minnesota on behalf of said employees while so engaged, and any and all claims made by any third parties as a consequence of any act or omission on the part of said employees while so engaged, on any of the work or services provided to be rendered herein, shall in no way be the obligation or responsibility of any other Party.
- E. Applicable Provisions of Law – The Parties agree to comply with applicable provisions of Minnesota state law, federal law and regulations and of any applicable local ordinances which shall be considered a part of this Master Cooperation Agreement as though fully set forth herein.
- F. Amendments – Any alterations, variations, modifications, or waivers of provisions of this Master Cooperation Agreement shall only be valid when they have been reduced to writing as an amendment to this Master Cooperation Agreement signed by the ~~parties~~ Parties hereto.
- G. Severability – The provisions of this Master Cooperation Agreement shall be deemed severable. If any part of this Master Cooperation Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Master Cooperation Agreement unless the parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Master Cooperation Agreement with respect to the Parties. One or more waivers by a Party of any provision, term, condition or covenant shall not be construed by the other Parties as a waiver of a subsequent breach of the same by other Parties.
- H. Governing Law – This Master Cooperation Agreement is entered into in and under the laws of the state of Minnesota and shall be interpreted in accordance therewith. If state or federal laws change during the term of this Master Cooperation Agreement and such change conflicts with or alters a Party's material obligation under any of the provisions of this Master

Formatted: List Paragraph, None

ACRRA:

Executive Director
Anoka County Regional Railroad Authority
Anoka County Government Center
2100 3rd Avenue
Anoka, Minnesota 55303

City of Ramsey:

City Administrator
7550 Sunwood Dr NW
Ramsey MN 55303

- K. Availability of Records – The Parties agree that each Party hereto, the Legislative Auditor, the State Auditor, or any of their duly authorized representatives at any time during normal business hours, and as often as they reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, or records, which are pertinent to the accounting practices and procedures of any other party hereto and involve transactions relating to this Master Cooperation Agreement for a minimum of six years from the expiration of this Master Cooperation Agreement.
- L. Data Privacy – The Parties agree to abide by all applicable state and federal laws and regulations and confidential information concerning individuals and/or data including, but not limited to, information made non-public by such laws or regulations.
- M. Effective Date – This Master Cooperation Agreement shall take effect upon execution by all of the Parties hereto and by proper state officials and shall remain in effect until the FFGA is closed out by the FTA.
- N. Termination – The Parties to this Agreement may mutually agree to cancel this Agreement prior to its termination pursuant to Paragraph M of this Article X.
- O. Counterparts – This Master Cooperation Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute but one and the same instrument.

IN TESTIMONY WHEREOF, the Parties hereto have caused this Master Cooperation Agreement to be executed on their behalf by their respective duly authorized representatives.

~~THIS NORTHSTAR CORRIDOR PROJECT MASTER COOPERATION AND DELEGATION AGREEMENT was entered into and executed by the undersigned on the day(s) and date(s) shown in the following signature block:~~

~~RECOMMENDED FOR APPROVAL~~

~~By: _____
Title: Metro District Transit Office Director~~

~~Date: _____~~

~~MINNESOTA DEPARTMENT OF TRANSPORTATION~~

~~By: _____
Title: Commissioner of Transportation~~

~~Date: _____~~

~~MINNESOTA DEPARTMENT OF ADMINISTRATION~~

~~By: _____
Title: Commissioner of Administration~~

~~Date: _____~~

THIS NORTHSTAR RAMSEY STATION CORRIDOR PROJECT MASTER COOPERATION AND DELEGATION AGREEMENT was entered into and executed by the undersigned on the day(s) and date(s) shown in the following signature block:

METROPOLITAN COUNCIL

By: _____

Regional Administrator

Date: _____

APPROVED AS TO FORM:

By: _____

Office of General Counsel

Date: _____

THIS NORTHSTAR RAMSEY STATION CORRIDOR-PROJECT MASTER COOPERATION AND DELEGATION AGREEMENT was entered into and executed by the undersigned on the day(s) and date(s) shown in the following signature block:

ANOKA COUNTY REGIONAL RAILROAD AUTHORITY

By: _____
Matt Look, Chair
Anoka County Regional Railroad Authority

Dated: _____

ATTEST:

Tim Yantos
ACRRA Executive Director

Dated: _____

Approved as to Form and Execution:

By: _____
Assistant Anoka County Attorney

Dated: _____

| THIS NORTHSTAR RAMSEY STATION CORRIDOR-PROJECT MASTER COOPERATION AND DELEGATION AGREEMENT was entered into and executed by the undersigned on the day(s) and date(s) shown in the following signature block:

| ~~SHERBURNE COUNTY REGIONAL RAILROAD AUTHORITY~~ City of Ramsey

By: _____

Chair Bob Ramsey

~~Sherburne County Regional Railroad Authority~~ Mayor

Dated: _____

ATTEST:

SCRRRA Executive Director

Dated: _____

Approved as to Form and Execution:

By: _____

Assistant ~~Sherburne County~~ City Attorney

Dated: _____

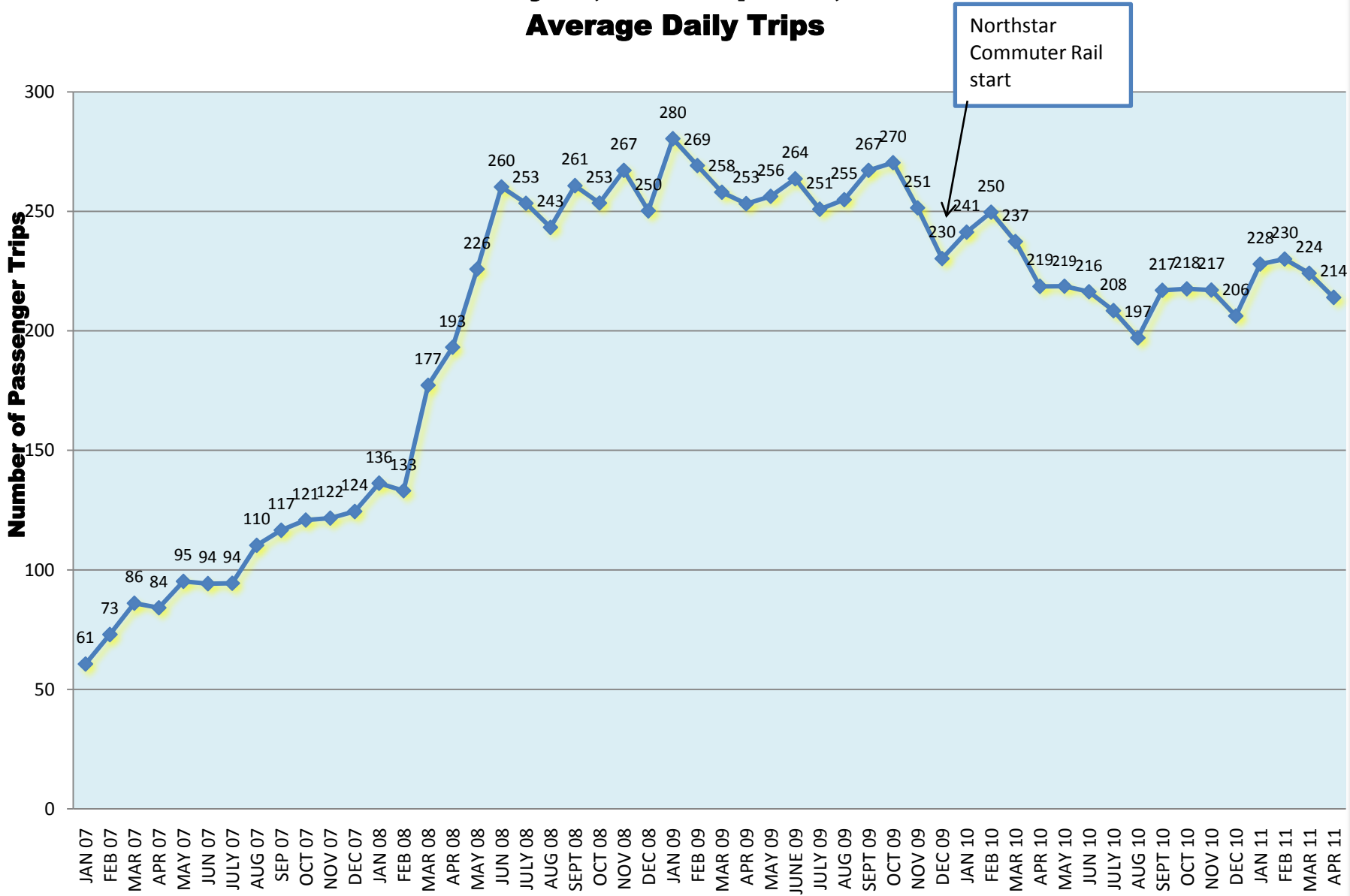
LIST OF EXHIBITS

Description

Ramsey Star Express

January 22, 2007 - April 30, 2011

Average Daily Trips



Northstar
Commuter Rail
start

CC Work Session

2. 6.

Meeting Date: 06/07/2011

By: Heidi Nelson, Administrative Services

Title:

Update on Legacy Christian Academy Project

Background:

Staff met with representatives of the Legacy Christian Academy Thursday morning to get an update on the status of their construction project. Michael Altamari of Hagemen Holdings (Legacy Christian Academy) will be present at the work session to update the Council on the status of the project.

Funding Source:

No funding required for this discussion.

Council Action:

No action requested. Receive update from Mr. Altamari.

Form Review

Inbox
Kurt Ulrich

Reviewed By
Kurt Ulrich

Date
06/02/2011 05:33 PM
Started On: 06/02/2011 11:03 AM

Form Started By: Heidi Nelson

Final Approval Date: 06/02/2011

CC Work Session

2. 7.

Meeting Date: 06/07/2011

By: Jo Thieling, Administrative Services

Title:

Review 2012 State Bonding Requests

Background:

Solicitations are being made for the 2012 State Bonding requests to be included in the Governor's bonding proposal.

Recommendation:

The City's highest priority project would be the QArmstrong intershange, with a likely bonding request around \$10 million. Other capital projects on the City's strategic plan that might fit into state bonding include the relocation of the old town hall and the Highway 10 pedestrian overpass.

Funding Source:

N/A

Council Action:

Based upon Council discussion.

Form Review

Inbox

Kurt Ulrich

Form Started By: Jo Thieling

Reviewed By

Kurt Ulrich

Date

06/02/2011 05:33 PM

Started On: 06/02/2011 04:55 PM

Final Approval Date: 06/02/2011

CC Work Session

3. 1.

Meeting Date: 06/07/2011

By: Jo Thieling, Administrative Services

Title:

Review Future Work Session Topics/Calendar

Background:

Attached is the work session calendar for review.

Funding Source:

N/A

Council Action:

No formal action necessary.

Attachments

Future Topics/Calendar

Form Review

Inbox

Kurt Ulrich

Form Started By: Jo Thieling

Reviewed By

Jo Thieling

Date

06/02/2011 01:25 PM

Started On: 06/02/2011 01:22 PM

Final Approval Date: 06/02/2011

**Work Session Calendar
2011**

Month	Date	Topics for Discussion
June	28	<ul style="list-style-type: none"> ● Review City Land Inventory Data (TG/Patrick)
Others on List – including 2011 Strategic Planning Items		<ul style="list-style-type: none"> ● LRRWMO Administrative Services (KU) ● Discuss Term Limits for Boards and Commissions (KU) ● Look at pilot programs (e.g. volunteer programs – low maintenance) ● Proactively recruit residential development and seek builders input ● Review Outside Storage in Industrial Areas – Slated for Joint CC & Planning – June 2 ● Seek feedback from developers re process, regulations, standards & fees - research our fees vs. other cities’ fees – Slated for Joint CC & Planning – June 2 ● Review development fees and standards regarding construction ● Develop TIF tracking plan with regard to fiscal disparities impact ● Establish fund reserve policy ● Review City-owned lands and create plan for it ● Review park programming and potential reallocation of parks ● Construct boat landing at River’s Bend ● Build on outdoors/sportsmen’s market (e.g. stock pond/lake) ● Develop Office/Industrial Park west of Armstrong and South of U.S. Highway #10 – Slated for Joint CC & Planning – June 2 ● Coordinate COR marketing and City marketing ● Create Master Plan 167th Avenue/Highway 47 – plan for redevelopment – Discuss after Joint Meeting between CC & EDA ● Develop community center/indoor sports complex ● Old Town Hall relocation ● Review & revise Development Management contract and manage COR expenditures ● Seek grant funding for transportation projects and service delivery ● Complete US 10/ County Road 83 interchange design – pursue funding ● Establish position on TH #47 South of Bunker to Highway #10 ● Consider creation of a Transportation Taxing District ● Review plan for US Highway #10 pedestrian overpass and connection with Municipal Center ramp ● Review Dirt Road Elimination Policy (DREP) ● Create opportunities for snowmobile, four-wheeler & golf cart use ● Review sidewalk plowing policy ● Review of New Office Park Zoning Standards ● Review of Escrow account Collection Procedure – to be discussed at April 26 Finance Committee <ul style="list-style-type: none"> ○ Delinquent Accounts – Part of Finance Committee discussion – 4/26 ○ Updating Billable Time Procedure – Part of Finance Committee discussion – 4/26