

City of Ramsey
Agenda
Public Works Committee
Tuesday January 18, 2011
5:30 pm
Lake Itasca Room, 7550 Sunwood Drive NW

1. **Call to Order**
2. **Citizen Input**
3. **Approve Agenda**
4. **Approve Minutes**
 1. Approve Regular Meeting Minutes of November 16, 2010
5. **Committee Business**
 1. Nominate Chair and Vice-Chair for the Public Works Committee
 2. Proposal to Retrofits Lighting at Public Works Campus
 3. Consider Change Order for IP 08-34 151st Avenue, 152nd Avenue and Fluorine Street Improvements
 4. Consider Priority Streetlighting along County Road 116 (Bunker Lake Boulevard)
 5. Review of Potential Pond Cleaning Project Near 155th Lane NW and Armstrong Boulevard
 6. Consider Request to Purchase a Drainage and Utility Easement at 7319 162nd Lane NW
 7. Consider Minnesota Department of Health (MDH) Grant for Wellhead Protection Implementation
 8. Consider Offer to Purchase a Drainage & Utility Easement for the Chameleon Street NW Paving Project
 9. Consider Request for the Installation of a 4-Way Stop at the Intersection of Armstrong Boulevard and Alpine Drive.
 10. Consider Plan for Potential Soil Import to the COR
 11. Consider Award of a Contract for Engineering Services to Perform the City's Required Annual Bridge Inspections and Rreporting.
6. **Committee/Staff Input**

Review Annual Snow Activities

7. Adjournment

Date: 01/18/2011

Information

Title:

Approve Regular Meeting Minutes of November 16, 2010

Background:

Approve Meeting Minutes of November 16, 2010

Notification:

Observations:

Funding Source:

Staff Recommendation:

Committee Action:

Approve Regular Meeting Minutes of November 16, 2010

Attachments

PW Minutes 11.16.10

Form Review

Inbox

Brian Olson

Kurt Ulrich

Form Started By: MaryJo Warner

Final Approval Date: 01/13/2011

Reviewed By

Amy Dietl

Amy Dietl

Date

01/13/2011 02:15 PM

01/13/2011 02:15 PM

Started On: 01/13/2011 02:00 PM

**PUBLIC WORKS COMMITTEE
CITY OF RAMSEY
ANOKA COUNTY
STATE OF MINNESOTA**

The Public Works Committee conducted a regular meeting on Tuesday, November 16, 2010 at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson David Elvig
 Councilmember John Dehen (arrived at 5:40 p.m.)
 Councilmember Colin McGlone
 Mayor Bob Ramsey

Also Present: City Administrator Kurt Ulrich
 Deputy City Administrator Heidi Nelson
 Public Works Director Brian Olson
 City Engineer Tim Himmer
 Parks Supervisor Mark Riverblood
 Public Works Supervisor Grant Reimer
 Fire Chief Dean Kapler
 Councilmember Elect Jason Tossey
 Councilmember Jeff Wise
 Councilmember David Jeffrey
 Councilmember Elect Randy Backous
 Development Manager Darren Lazan
 Associate Planner Tim Gladhill
 Planning Manager Amber Miller
 Building Official Mick Kaehler

CALL TO ORDER

Chairperson Elvig called the regular meeting of the Public Works Committee to order at 5:32 p.m.

CITIZEN INPUT

There was none.

APPROVE AGENDA

Motion by Councilmember McGlone, seconded by Mayor Ramsey, to approve the agenda, as presented.

Motion carried. Voting Yes: Chairperson Elvig and Councilmember McGlone and Mayor Ramsey. Voting No: None. Absent: Councilmember Dehen.

APPROVE MINUTES

Motion by Councilmember McGlone, seconded by Chairperson Elvig, to approve the minutes from the October 19, 2010 Public Works Meeting.

Motion carried. Voting Yes: Chairperson Elvig and Councilmembers McGlone and Mayor Ramsey. Voting No: None. Absent: Councilmember Dehen.

COMMITTEE BUSINESS

Case #1: Consider Initiating Landscape Improvements for North Park within the COR

Parks Supervisor Riverblood reviewed the staff report.

Councilmember McGlone stated he did not support this as the City just spent three million across the road and this was in the same development. He stated this was not in the budget and he did not want to rely on the public to maintain it. He stated with respect to the community garden, he did not see the benefit of it. He stated he wanted to see the numbers as to how many wanted this.

Mayor Ramsey agreed.

Parks Supervisor Riverblood stated staff would like to at a minimum get top soil in the area and put in some grass. He noted there was also the look with the brown area and the residents were concerned that would hamper development as well. He did not believe this request would tax the budget significantly.

Councilmember Dehen arrived at 5:40 p.m.

Public Works Director Olson believed this was a reasonable request and appreciated the citizens participation.

Chairperson Elvig stated he wanted to do something in the area. He questioned if there would be enough activity for the park to be used. He stated he did not agree with the residents mowing the lawn. He indicated he liked the community garden proposal.

Councilmember Elect Tossey stated the residents in the area were very motivated and where in it for the long haul. He indicated he was concerned about the maintenance of the lawn. However, the residents had offered to raise their homeowners association dues to cover the cost of hiring a service to mow the lawn. He stated he would like to see something done with that area though.

Councilmember Dehen stated he was adverse to putting more parks online, but he understood the expectations to create something. He noted he was in favor of putting in the boulevard trees and getting some type of coverage.

Councilmember McGlone stated he was not in favor of even putting in topsoil at this time. He indicated he was not saying a park would not be put in the future, but there was not funding for a park at this time. He stated he was opposed to using City spec topsoil also. He recommended selling the land.

Chairperson Elvig agreed the topsoil should be what a developer would be required to put in.

It was the Committee's consensus for to move forward and get coverage on the land with staff looking at cost-neutral options.

Motion by Councilmember Elvig, seconded by Councilmember Dehen, to recommend that the Public Works do grading and topsoil to spec and get vegetation coverage on the land.

Councilmember McGlone requested an amendment to the motion for nothing to happen until the Committee receives further information.

Parks Supervisor Riverblood agreed the best approach would be to do nothing.

Chairperson Elvig retracted his motion. Councilmember Dehen retracted his second.

Motion by Councilmember McGlone, seconded by Councilmember Dehen to table.

Motion carried. Voting Yes: Chairperson Elvig and Councilmembers McGlone and Dehen.
Voting No: None.

Case #2: Preview 2010 – 2011 Winter Ice Skating Maintenance

Parks Supervisor reviewed the staff report.

No action required.

Case #3: Discuss the Options for Parking Signs on Private Streets in Townhome Developments

City Engineer Himmer reviewed the staff report.

Fire Chief Kapler believed this was a fair compromise.

Councilmember Dehen stated he did not like to set precedence, but this was not an unreasonable request.

Fire Chief Kapler stated it was reasonable to have the townhome association sign a document stating if the signs needed replacement, the townhome association would be responsible for the replacement.

Councilmember Dehen asked what was the remedy if the signs were not replaced.

Councilmember McGlone noted this was a safety issue and it was necessary for the signs to be put in. He recommended some sort of a penalty be put in the agreement if the signs were not replaced.

Motion by Councilmember McGlone, seconded by Chairperson Elvig, to recommend that the City Council authorize the parking signs on private streets in townhome developments after discussion with the City Attorney.

Motion carried. Voting Yes: Chairperson Elvig and Councilmembers McGlone and Dehen. Voting No: None.

Case #4: Consider Right-of-Way Permit for the Installation of a Driveway Along Variolite Street at 7619 157th Avenue NW

City Engineer Himmer reviewed the staff report.

Councilmember McGlone noted the Committee had to look if the structure proposed would require a variance.

Associate Planner Gladhill stated he had spoken with the applicants and he believed the structure would be under the square footage allowed for that lot size.

Councilmember Dehen stated he was concerned about the future and what would happen to the access with a busy road. He recommended this be approved under an interim status with periodic renewals.

Chairperson Elvig stated he agreed this was a reasonable request, but there would probably be an issue with access in the future.

The applicants noted this building was for hobby shop purposes only and they would not be running a home business out of it.

Chairperson Elvig expressed concern about setting precedence as there were other properties along this road in the same situation.

Councilmember McGlone stated the access could come off the existing driveway also.

City Engineer Himmer recommended the access component be brought into the overall picture and look at adding the driveway to the west side.

Motion by Chairperson Elvig, seconded by Councilmember McGlone, to recommend staff investigate putting the driveway on the west side and if that proposal became a hardship that this be brought back with Findings for reconsideration.

The applicant noted if the driveway went to the west, the new shed would have to come out, the fire pit, the garden, and all of the trees. Chairperson Elvig acknowledged their concerns, but it was necessary to go through the process for the Committee to understand these hardships.

Motion carried. Voting Yes: Chairperson Elvig and Councilmembers McGlone and Dehen.
Voting No: None.

COMMITTEE INPUT

None.

ADJOURNMENT

Motion by Councilmember Dehen, seconded by Councilmember McGlone to adjourn the Public Works Meeting.

Motion carried.

The regular meeting of the Public Works Committee adjourned at 6:56 p.m.

Respectfully submitted,
Brian Olson
Public Works Director

Drafted by Kathy Altman
TimeSaver Off Site Secretarial, Inc.

Date: 01/18/2011

Information

Title:

Nominate Chair and Vice-Chair for the Public Works Committee

Background:

Annually, the Public Works Committee nominates a Chair and Vice-Chair for their meetings.

Notification:

Observations:

Funding Source:

No funding required.

Staff Recommendation:

Committee Action:

Motion to nominate _____ as Chair and _____ as Vice-Chair of the Public Works Committee.

Form Review

Inbox	Reviewed By	Date
Brian Olson	Brian Olson	01/13/2011 11:44 AM
Kurt Ulrich	Amy Dietl	01/13/2011 01:42 PM
Form Started By: MaryJo Warner		Started On: 01/13/2011 11:16 AM
Final Approval Date: 01/13/2011		

Date: 01/18/2011

Information

Title:

Proposal to Retrofits Lighting at Public Works Campus

Background:

In the interest of becoming more “green” and lowering energy costs, staff looked for areas that could yield potential energy savings. After some discussion it was decided that our shop lighting system would be a logical place to start. Currently the shops are lit with metal halide bulbs and T-12 florescent lights. Our energy supplier, Connexus Energy, was contacted for suggestions and information on what rebates would be available to help subsidize the project. After meeting with Connexus representatives, the suggested plan of action was to replace all the metal halide and T-12 florescent bulbs currently in use. The new system would be a combination of new generation fluorescent bulbs and LED lighting. Some of the fixtures would be equipped with motion sensors as well. An RFP was sent out in November and quotes were received in late December from three contactors; Sterling Electric, S&S Electric and AID Electric. S&S Electric withdrew their bid at a later date.

AID Electric came in with the most competitive bid with a total cost for all three buildings at \$16,314.00. Minus the rebates from Connexus which, total \$4,871.00, net cost of the project would be \$11,443.00.

The lighting improvement would be dramatic over the current system and more energy efficient. Pay back rates on the lighting improvement run from 2.6 years to 8.7 years, depending on the building.

Notification:

Observations:

Funding Source:

Public Facilities Fund (The projected balance at the end of 2011 is about \$128,000.)

Staff Recommendation:

Staff recommends that the Public Works Committee recommend to City Council approval of the project and approve contracting with AID Electric for the installation.

Committee Action:

Motion to recommend to the City Council approval of the project and approve contracting with AID Electric for the installation.

Form Review

Inbox	Reviewed By	Date
Brian Olson	Brian Olson	01/12/2011 04:44 PM
Kurt Ulrich	Kurt Ulrich	01/13/2011 11:27 AM
Form Started By: MaryJo Warner		Started On: 01/12/2011 03:37 PM
Final Approval Date: 01/13/2011		

Date: 01/18/2011

By: Len Linton
Engineering/Public Works

Information

Title:

Consider Change Order for IP 08-34 151st Avenue, 152nd Avenue and Fluorine Street Improvements

Background:

The City recieved a petition from the residents on 151st Avenue, 152nd Avenue and Fluorine Street requesting that the gravel streets be paved. The petition was accepted by the City Council and Plans were ordered. The project was designed with final grades matching existing grades to the maximum extent possible. The earthwork quantity on the bid form compared the existing grades to the final grades. The quantity of soil removed from the site exceeded the bid quantity and the contractor submitted a request for a change order. Staff reviewed the request and found that the thickness of the pavement section was not included in the original earthwork quantity. Additional earthwork was required when grades were adjusted in the field to make the transition from the existing paved driveways to the new street smoother.

The project is now substantially complete, with only restoration and punchlist work to be completed in the spring.

Recommendation:

Staff recommends approving Change Order No. 1 for IP 08-34 151st Avenue, 152nd Avenue and Fluorine Street in the amount of \$39,063.75.

Funding Source:

The total for the increased work is \$39,063.75. This will be split with 45% being assessed to the property owners and 55% coming from the Public Improvement Revolving (PIR) Fund. This split was determined based upon the preliminary assessments referenced in the feasibility study for the project; assessments cannot exceed a 10% increase from the preliminary costs referenced in that document.

Council Action:

Motion to approve Change Order No. 1 for IP 08-34 151st Avenue, 152nd Avenue and Fluorine Street in the amount of \$39,063.75.

Form Review

Inbox	Reviewed By	Date
Tim Himmer	Tim Himmer	01/11/2011 04:31 PM
Brian Olson	Brian Olson	01/12/2011 04:34 PM
Kurt Ulrich	Kurt Ulrich	01/13/2011 10:59 AM
Form Started By: Len Linton		Started On: 01/11/2011 01:24 PM
Final Approval Date: 01/13/2011		

Date: 01/18/2011

By: Tim Himmer
Engineering/Public Works

Information

Title:

Consider Priority Streetlighting along County Road 116 (Bunker Lake Boulevard)

Background:

Staff received a call from a resident concerned with the lack of lighting along Bunker Lake Boulevard, between Ramsey Boulevard and Armstrong Boulevard. After receiving the call staff performed a review of all lighting along Bunker Lake Boulevard through the City, and the following intersections were identified as needing streetlights under the City's priority streetlighting program:

- Germanium Street
- Iodine Street
- Krypton Street
- Azurite Street (east of Basalt St.)
- Basalt Street
- Town Center Drive
- Zeolite Street

Connexus was contacted to prepare proposals to complete the various installations. Attached is a copy of the proposal received, which excludes the lights that are located along the segment of Bunker Lake Boulevard that is scheduled for reconstruction next year (Basalt to Germanium) because they would be served by Anoka Municipal Utilities.

Recommendation:

Because of the limited lighting along Bunker Lake Boulevard just north of the COR it is recommended to at least perform the installation of streetlights at Town Center Drive and Zeolite Street, although they should be sited such that there would be minimal disruption when this segment of roadway is reconstructed (tentatively planned for 2012). If the other locations could be implemented in a similar manner, with minimal impacts to imminent construction projects, than they should be considered as well.

Staff recommends, at a minimum, the installation of priority streetlights at the intersections of Bunker Lake Boulevard and Zeolite Street, and Bunker Lake Boulevard and Town Center Drive based upon the costs outlined in the attached proposal.

Funding Source:

Financing for this project is proposed to come from the Priority Streetlighting Fund

Council Action:

Based upon discussion.

Attachments

Connexus proposal

Form Review

Inbox

Brian Olson

Kurt Ulrich

Form Started By: Tim Himmer

Final Approval Date: 01/13/2011

Reviewed By

Brian Olson

Kurt Ulrich

Date

01/12/2011 04:41 PM

01/13/2011 11:01 AM

Started On: 01/11/2011 05:36 PM

Tim Himmer

From: Leo Offerman [Leo.Offerman@connexusenergy.com]
Sent: Wednesday, December 29, 2010 2:11 PM
To: Tim Himmer; Steve Jankowski
Cc: Jennifer Sweeney
Subject: RE: Priority Street Lights

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Green Category

The following is the proposal for Zeolite and Town Center Drive:

From: Leo Offerman **Sent:** Fri
To: 'Steve Jankowski'
Cc:
Subject: RE: Request for Proposal for Street Lights in RTC aka (The COR)

Steve, I received the current pricing from the manufacturers and the cost to install these 2 lights is as follows:

The light ON Zeolite at the North side of bunker will cost \$5,200.00. (there will be 500 of conduit, wire and a base to it
The light at Town Center Drive at the North Side of Bunker will cost \$2,425.00 (there is a light pole base and wire at th

All I need is your approval to proceed and we will work to get the wire and base installed at Zeolite before frost. The poles will be 6-8 weeks out for delivery but they can be placed on the bases after freeze up.

Please let me know as soon as possible so we can begin.

From: Steve Jankowski [mailto:SJankowski@ci.ramsey.mn.us]
Sent: Monday, November 01, 2010 1:07 PM
To: Leo Offerman
Cc: Tim Himmer
Subject: Request for Proposal for Street Lights in RTC aka (The COR)

Leo, can you prepare a proposal for the installation of street lights, consistent with RTC standards for the attached tv locations. Are the proper poleS available for installation before winter sets in?

250W HPS Shoebox lights (similar to the lights on Sunwood east of Ramsey Blvd @ Basalt and Azurite would be approximately \$2300 to \$2700 each depending on the wire footage required after we reconstruct our line for the road reconstruction.

Krypton, Iodine, and Germanium intersections with Bunker are served by Anoka Municipal Utilities.

Please let me know how we should proceed with these new lights.

Leo Offerman

Connexus Energy
14601 Ramsey Blvd
Ramsey, MN 55303
763-323-2711
FAX 763-506-9541
leoo@connexusenergy.com

From: Tim Himmer [mailto:thimmer@ci.ramsey.mn.us]
Sent: Wednesday, December 15, 2010 3:18 PM
To: Steve Jankowski; Leo Offerman; Jennifer Sweeney
Subject: Re: Priority Street Lights

We may want to hold off on installation on the section between Basalt and Dysprosium, as that roadway will be reconstructed next year.

From: Steve Jankowski
Sent: Wednesday, December 15, 2010 03:06 PM
To: Leo Offerman (leoo@connexusenergy.com) <leoo@connexusenergy.com>; Jennifer Sweeney (Jennifers@Connexusenergy.com) <Jennifers@Connexusenergy.com>
Cc: Tim Himmer
Subject: Priority Street Lights

We've discovered that we have a number of missing priority street light along CR 116 at these locations:

- Germanium Street
- Iodine Street
- Krypton Street
- Azurite Street (*east of Basalt St.*)
- Basalt Street
- Town Center Drive
- Zeolite Street

Can you give us proposals for the installation of street lights at these locations under the O&E rate option? I believe you have already prepared proposals for the Town Center Drive and the Zeolite Street locations . Please prepare the proposal for spring construction without frost charges.

Date: 01/18/2011

By: Tim Himmer
Engineering/Public Works

Information

Title:

Review of Potential Pond Cleaning Project Near 155th Lane NW and Armstrong Boulevard

Background:

The resident at 8070 155th Lane NW contacted City staff last fall to express concern related to a stormwater pond located in their backyard. They stated that the surface water level of that pond has been dropping over the years and has never rebounded to an acceptable level with a permanent pool. Staff reviewed historic aerial photographs in an effort to determine when the decline began and what might have caused it. It is possible that there may be a connection between the surface water in the area to the aquifers that supply the City's municipal system.

Staff is requesting the Committee's feedback on whether we should initiate a project to remove excessive vegetation and root mass from this pond in effort to restore some of the original hydrology, and a permanent pool of water. This water body is shown in the National Wetland Inventory (NWI) as a protected surface water, which may require potential mitigation with any planned modifications. Historically such vegetative removal has been allowed as long as drainage patterns are not impacted and the defined quantity of material proposed to be removed does not exceed certain thresholds, which are determined based upon wetland type and quality.

If directed by the PW Committee and City Council, staff is proposing to hold an open house with the immediate residents that surround this water body to explain the concern that has been expressed and solicit their input on the matter. Staff will also have to contact the Lower Rum River Watershed Management Organization (LRRWMO) to discuss the project and see if any remedial work can be accomplished, and under what conditions. Following those meetings we will return to update the PW Committee and seek direction on how to proceed.

Recommendation:

Staff recommends that it be directed to hold an open house with the adjacent property owners, investigate potential permitting requirements with the LRRWMO, and report back to the Council for further direction.

Funding Source:

Staff time will be utilized to execute the above referenced investigation and open house. Depending on the outcome of such investigations, and Council direction, any proposed remedial actions would be funded by the Storm Water Utility.

Council Action:

Recommend to the City Council to direct staff to hold an open house with the adjacent property owners, investigate potential permitting requirements with the LRRWMO, and report back for further direction.

Attachments

Location Map

Historic water level aerial

Form Review

Inbox
Brian Olson

Reviewed By
Brian Olson

Date
01/12/2011 04:35 PM

Kurt Ulrich
Form Started By: Tim Himmer
Final Approval Date: 01/13/2011

Kurt Ulrich

01/13/2011 10:59 AM
Started On: 01/11/2011 04:32 PM

Pond between 154th and 155th Lanes



Pond between 154th and 155th Lanes



Date: 01/18/2011

By: Tim Himmer
Engineering/Public Works

Information

Title:

Consider Request to Purchase a Drainage and Utility Easement at 7319 162nd Lane NW

Background:

In 2006 the City undertook improvement project 03-20, the NW sanitary sewer and watermain extension project; which extended municipal utilities to the BROOKFIELD and SWEETBAY RIDGE developments. Since many easements were being investigated and secured through this area of the City it was the direction of Council to include the acquisition of drainage and utility easements to facilitate the restoration of county ditch 3/66 to its original dimensions.

At the time the easements for the ditch cleaning were being investigated, Council was advised that consistent with state ditch law an inherent easement existed for the perpetual maintenance of the ditch. The Council, however, decided that to be fair to the property owners impacted by the ditch on their property the City should make offers to purchase formal easements. For those property owners who did not accept the easement offer, the ditch law would be relied upon for legal access to the properties for the restoration project. The project has already implemented and was completed in 2007.

Funding Source:

When this project was first implemented all funding for the construction and easement acquisition came from the developer, Oakwood Land Development. Since the project has now been completed the original funding source is no longer available, therefore the City's Storm Water Utility Fund would need to be utilized if the Council should choose to move forward with the acquisition.

Council Action:

Based upon dicussion.

Attachments

Original offer letter

Form Review

Inbox

Brian Olson

Kurt Ulrich

Form Started By: Tim Himmer

Final Approval Date: 01/13/2011

Reviewed By

Brian Olson

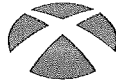
Kurt Ulrich

Date

01/12/2011 04:39 PM

01/13/2011 10:59 AM

Started On: 01/11/2011 04:47 PM



The Tinklenberg Group

The interchange of strategies and solutions

May 1, 2006

Dear Mr. and Mrs. Belschner:

Over the course of the past year, The Tinklenberg Group has been meeting on the City of Ramsey's behalf with residents affected by the Northwest Sanitary Sewer Extension project. In those meetings, we've been acquiring sewer easements, trail easements, as well as drainage and utility easements. These easements have been necessary to begin the construction of a sewer pipe that will run Northwesterly toward the new housing developments off of Ramsey Boulevard. The easement the City would like to purchase from you is a drainage and utility easement and it pertains only to the ditch currently located on part of your property.

Great care has been taken to assess fair value for compensation and while the City already has the authority to proceed with cleaning the ditch, they would like to compensate you for the inconvenience of this necessary cleaning and secure future rights regarding maintenance and underground utilities. The ditch is 100 years old and to date it has never been cleaned and in its present condition, it is inadequate.

Please take some time to review the documents included in the packet and call us when you are ready to discuss them.

We look forward to hearing from and working with you.

Sincerely,
Jodi Ruehle and
Anna Richey

The Tinklenberg Group
763.783.1288

Date: 01/18/2011

By: Tim Himmer
Engineering/Public Works

Information

Title:

Consider Minnesota Department of Health (MDH) Grant for Wellhead Protection Implementation

Background:

In September of 2010 City staff completed a Source Water Protection Plan Implementation Grant application to assist in off-setting some of the costs to implement the City's Wellhead Protection Program. Attached to this case is a copy of the application and follow-up checklist of the planned activities that the City would be required to complete.

Staff applied for this grant with the idea that if we were successful in securing the funds we would bring it before the City Council for approval prior to acceptance. The items contained within this grant application are required of the City under our Wellhead Protection Program, so accepting this grant doesn't obligate the City to perform anything that would not already be necessary (attached is a summary of wellhead protection action steps the City is required to perform).

Recommendation:

Staff recommends approval of the grant funds to be disbursed for the implementation of the Source Water Protection Plan.

Funding Source:

There is no funding required for this agenda item. Staff time was used to complete the grant application. It may be necessary to utilize a consultant during the implementation process for certain items, as MDH has stated that staff time is non-reimbursable, but the grant proceeds will be used to cover any such costs.

Council Action:

Motion to recommend to the City Council acceptance of the Source Water Protection Implementation grant.

Attachments

[Grant application](#)

[Wellhead implementation summary](#)

[Grant agreement](#)

Form Review

Inbox

Brian Olson

Kurt Ulrich

Form Started By: Tim Himmer

Final Approval Date: 01/13/2011

Reviewed By

Brian Olson

Kurt Ulrich

Date

01/12/2011 04:41 PM

01/13/2011 10:59 AM

Started On: 01/11/2011 05:09 PM

Source Water Protection Plan Implementation Grant Application

Notice: Please provide all the information requested in order for the grant request to be scored by the Minnesota Department of Health.

Name of the Public Water Supply System: City of Ramsey Municipal Water Utility
Name of the Person Who Will Be the Contact for This Grant: Steven Jankowski
Telephone Number: 763 433-9826 E-mail (optional): sjankowski@ci.ramsey.mn.us
Mailing Address: City of Ramsey, 7550 Sunwood Drive, Ramsey, MN 55303

Person Authorized to Sign on Behalf of the Public Water Supply System

Name: Steven Jankowski Title: Assistant City Engineer

Total Grant Amount Being Requested (\$10,000 maximum): \$ 10,000

For each work item to be funded under the grant, please provide the following information (attach additional forms if necessary).

Work Item (describe the work that will be performed).

Sponsor an exhibit at the City's annual Environmental Expo to educate the public about the system's Wellhead Protection Plan

Estimated cost of performing this work: \$1,100

Rental of watershed exhibit and purchase of brochures @ \$300

8 hours of staff time @ \$100/ hr = \$800

Product(s) produced or anticipated outcomes of performing this work:

Increased public awareness of the source of the community's drinking water will increase public support for measures to ensure its protection and safety

Page number(s) in the source water protection plan that reference the source water protection measure(s) that will be supported by this work item: Page 21

Work Item (describe the work that will be performed).

Obtain a video from the MDH or Minnesota Rural Water Association concerning the well maintenance and presenting it through the local cable station

Estimated cost of performing this work: \$ 700

Purchase of videos to be used periodically \$300

4 hours of staff time @ \$100/ hr = \$400

Product(s) produced or anticipated outcomes of performing this work:

Increased public awareness of the proper well maintenance will increase protection of individual wells that might pose an entry port for contaminants into the public water supply aquifer.

Page number(s) in the source water protection plan that reference the source water protection measure(s) that will be supported by this work item: Page 22

Work Item (describe the work that will be performed).

The City will mail MN Department of Health brochures and pamphlets relating to proper maintenance and the importance of proper well sealing to all properties within each DWSMA. Pamphlets shall include: *The Well Owner's Handbook (selected portions)*; *Finding Lost Wells- Searching for Wells on a Property*; and *Safe, Clean Drinking Water - Available Across Minnesota*. These pamphlets will also be made available at City Hall.

Estimated cost of performing this work: \$2,374

Postage 260 parcels @\$0.44 = \$114

Mailing supplies 260 items a \$1.00/ea = \$260

20 hours of staff time @ \$100/ hr = \$2,000

Product(s) produced or anticipated outcomes of performing this work:

Proper operation and sealing of unused wells will reduce the potential risk for these wells to become pathways for contaminants into the aquifer.

Page number(s) in the source water protection plan that reference the source water protection measure(s) that will be supported by this work item: Page 22

Work Item (describe the work that will be performed).

Mail the annual City of Ramsey Water Utility Consumer Confidence Report to all water system users which provides information about the system water quality levels.

Estimated cost of performing this work: \$1,020

Annual charge to city from billing contractor will be \$1020

Product(s) produced or anticipated outcomes of performing this work:

The general public will become more aware of federal water quality requirements for public water supplies, as well as the overall water quality of the Utility's water supply.

Page number(s) in the source water protection plan that reference the source water protection measure(s) that will be supported by this work item: Page 23

Work Item (describe the work that will be performed).

Create newsletter articles about proper well management and include them in the *Ramsey Resident*, the City's periodic newsletter.

Estimated cost of performing this work: \$2,100

½ page article twice annually @ \$850/ ½ page = \$1,700

4 hours of staff time @ \$100/ hr = \$400

Product(s) produced or anticipated outcomes of performing this work:

Increased public awareness of the proper well maintenance will increase protection of individual wells that might pose an entry port for contaminants into the public water supply aquifer

Page number(s) in the source water protection plan that reference the source water protection measure(s) that will be supported by this work item: Page 23

Work Item (describe the work that will be performed).

Accurately locate individual wells appearing in MDH and County Well records using GIS

Estimated cost of performing this work: \$2,000

20 hours of staff time @ \$100/ hr = \$2,000

Product(s) produced or anticipated outcomes of performing this work:

An accurate and up to date base of wells will provide an effective tool for directing related action items contained within this plan.

Page number(s) in the source water protection plan that reference the source water protection measure(s) that will be supported by this work item: Page 24

Work Item (describe the work that will be performed).

Review and update the current IWMZ for each well

Estimated cost of performing this work: \$800

8 hours of staff time @ \$100/ hr = \$800

Product(s) produced or anticipated outcomes of performing this work:

Remain informed and up to date on activities within the IWMZ.

Page number(s) in the source water protection plan that reference the source water protection measure(s) that will be supported by this work item: Page 26

Work Item (describe the work that will be performed).

Monitor any nonconforming potential contaminant source currently documented within the IWMZ.

Estimated cost of performing this work: \$800

8 hours of staff time @ \$100/hr = \$800

Product(s) produced or anticipated outcomes of performing this work:

Ensure that existing nonconforming potential contaminant sources do not endanger wells

Page number(s) in the source water protection plan that reference the source water protection measure(s) that will be supported by this work item: Page 27

Work Item (describe the work that will be performed).

A letter will be sent to the owners of properties within the West DWSMA that own regulated underground storage tank advising them that they are located within a wellhead protection area and reminding them of the monitoring requirements and the advantages of early leak detections.

Estimated cost of performing this work: \$400

4 hours of staff time @ \$100/hr = \$400

Product(s) produced or anticipated outcomes of performing this work:

Increased awareness of the need for proper tank monitoring and inspection.

Page number(s) in the source water protection plan that reference the source water protection measure(s) that will be supported by this work item: Page 28

Work Item (describe the work that will be performed).

A letter will be sent annually to the owners of properties within the West DWSMA that use, handle or store large quantities of chemicals used for agricultural purposes. The letter will inform property owner that their facility is located within a sensitive DWSMA and of the vulnerability of the aquifer to contamination from such chemical sources. The letter will also contain information about the Minnesota Technical Assistance Program (MNTAP), a non profit organization that assists businesses in proper waste handling and management.

Estimated cost of performing this work: \$400

Product(s) produced or anticipated outcomes of performing this work:

Increased awareness of the need for proper tank monitoring and inspection.

Page number(s) in the source water protection plan that reference the source water protection measure(s) that will be supported by this work item: Page 28

Work Item (describe the work that will be performed).

Conduct survey to identify the location of storage tanks that may be within the West DWSMA utilizing site inspections.

Estimated cost of performing this work: \$400

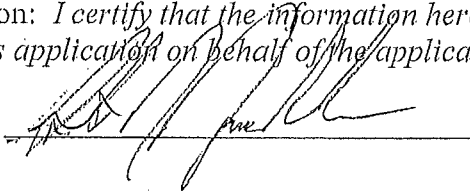
Product(s) produced or anticipated outcomes of performing this work:

Increased awareness of the need for proper tank monitoring and inspection.

Page number(s) in the source water protection plan that reference the source water protection measure(s) that will be supported by this work item: Page 29

Certification: I certify that the information herein is true and accurate to the best of my knowledge and I submit this application on behalf of the applicant public water supply system.

Signature: _____



Title: Assist. City Engineer

Date: 9/14/10

Date this form was filled out (month-day-year) ...10-25-10.....

SWP Plan Implementation Grant Application Follow Up Checklist

The purpose for this form is to provide the information that is needed to complete the grant agreement between the public water supplier and the Minnesota Department of Health (MDH) so that the grant funds can be allocated.

1. Does the public water supplier still wish to receive the grant? Yes No. (If not, the grant application will be withdrawn from consideration by the MDH).

Note: NO work should begin until ALL required signatures have been obtained on the grant agreement, and grantee receives a signed copy of the grant agreement.

2. Public water supplier name: **City of Ramsey**

3. Federal Tax ID # ...41-0910467.....

4. Detailed budget – please describe all activities that are included in the project with the corresponding cost; use page 2 - Annex if necessary

(Note: Reporting or other administrative costs related to using a source water protection grant are not eligible. Fundable activities involve costs that are associated with implementing and completing the project)

Activity (only activities 1,3,5,6,9,10,11 were approved for funding)	Cost (\$)
#1 Participate in Environmental Expo <ul style="list-style-type: none"> • Rental of watershed exhibit @ \$100 • Purchase of brochures for distribution at expo event @\$200 • One staff time person to prepare and attend an annual Expo event - 8 hrs @ \$100 per hr= \$800 	\$1,100
#3 Prepare Well Maintenance articles and mail to properties within DWSMA <ul style="list-style-type: none"> • Postage 260 parcels @0.44/parcel = \$114 • Mailing supplies 260 pieces @ \$1.00 per piece = \$260 • Staff time 20 hr @ \$100/hr = \$2,000 (12hrs article preparation; 8hrs assembly and mailing) 	\$2,374
#5 Publish well Maintenance Article in City Newsletter <ul style="list-style-type: none"> • Staff time to prepare two articles 4 hr @ \$100/hr= \$400 • Publication costs: ½ page twice annually at \$850 per ½ page =\$1,700 	\$2,100
#6 Locate and add new or unreported wells into WHP database	\$2,000

Date this form was filled out (month-day-year) ...10-25-10.....

<ul style="list-style-type: none"> Staff time 20hrs @ \$100 per hr = \$2,000 (contact City of Anoka re wells in East well field located on Coolidge St; Contact MDH new permits issued in DWSMA; Update ownership records of DWSMA) 	
<p>#9 Prepare and send underground tank info to known tank owners in the West DWSMA</p> <ul style="list-style-type: none"> Staff time to prepare an article and mailings 4 hr @ \$100/hr= \$400 	\$400
<p>#10 Prepare and send agricultural chemical info to known users of such chemicals in the West DWSMA</p> <ul style="list-style-type: none"> Staff time to prepare two article and mailings 4 hr @ \$100/hr= \$400 	\$400
<p>#11 Conduct Site inspections to locate storage tank facilities within the two DWSMAs</p> <ul style="list-style-type: none"> Staff time by fire marshal to focus extra inspection time within the DWSMAs to identify unknown chemical and underground storage facilities. 4 hrs@ \$100/hr = \$400. 	\$400
<p>Note: The total must match the grant amount</p>	\$8,774

Please check one:

- I request to receive an advance of ...\$4000..... (not to exceed 50% of the requested grant amount). **You will need to fill out the Advance Invoice that will be sent out with the grant award documents.**
- I do not need an advance

Annex



Summary of Wellhead Protection Implementation Action Steps

1. Sponsor an exhibit at the City's annual Environmental Expo to educate the public about the system's Wellhead Protection Plan.
2. Obtain a video from the MDH or Minnesota Rural Water Association concerning the well maintenance and presenting it through the local cable station.
3. Mail MN Department of Health brochures and pamphlets relating to proper maintenance and the importance of proper well sealing to all properties within each DWSMA.
4. Continue mailing to all water system users the annual City of Ramsey Water Utility Consumer Confidence Report that provides information about the system water quality levels.
5. Create newsletter articles about proper well management and include them in the *Ramsey Resident*, the City's periodic newsletter.
6. Locate individual wells appearing in MDH and County Well records using GIS
7. Monitor potential funding sources for assisting owners for replacing and sealing wells. Notice any available programs in the Ramsey Resident
8. Request that MN Department of Health inform the WPA manager of permits granted for any new wells within the DWSMAs.
9. Work cooperatively with staff in the Source Water Protection Unit in the MDH and the Waters Appropriation Unit in MN DNR to identify changes in high capacity wells in the DWSMAs. The WHP manager will review and update the current Inner Wellhead Management Zone (IWMZ), a distance of 200 feet from each well.
10. Continue to monitor setbacks for all new potential sources of contamination located within the IWMZ.
11. Monitor any nonconforming potential contaminant source currently documented within the IWMZ.
12. Work to abate and minimize the impact of nonconforming potential contaminants within the IWMZ.
13. Notify owners of properties within the West DWSMA that own regulated underground storage tank advising them that they are located within a wellhead protection area and reminding them of the monitoring requirements and the advantages of early leak detections.
14. Notify owners of properties within the West DWSMA that use, handle or store large quantities of chemicals used for agricultural purposes that their facility is located within a sensitive DWSMA and of the vulnerability of the aquifer to contamination from such chemical sources. The letter will also contain information about the Minnesota Technical Assistance Program (MNTAP), a non profit organization that assists businesses in proper waste handling and management.

15. Conduct survey to identify the location of storage tanks that may be within the West DWSMA utilizing site inspections.
16. The City will include wellhead protection as a routine part of land use application process it conducts on developments within both DWSMAs.
17. Copies of this plan will be distributed to the City's Planning Department. Land use applicants will be informed of the special nature of their property and will be asked to identify proposed uses of concern within the DWSMA.
18. Incorporate recognition of wellhead protection in the City's comprehensive plan.
19. Establish a wellhead protection overlay district in the city zoning ordinance.

Minnesota Department of Health Grant Agreement

THIS GRANT AGREEMENT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Commissioner of Minnesota Department of Health (hereinafter "STATE") and City of Ramsey, an independent organization, not an employee of the State of Minnesota, address 7550 Sunwood Drive NW, Ramsey, MN 55303 (hereinafter "GRANTEE"), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statute §114D.50 Clean Water Fund is empowered to assist public water suppliers to implement their source water protection plans.

WHEREAS, the commissioner of health is authorized to enter into contractual agreements with any public or private entity for the provision of statutorily prescribed public health services by the department. (Minn. Stat § 144.0742)

WHEREAS, GRANTEE represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

I. GRANTEE'S DUTIES:

A. GRANTEE, who is not a state employee, shall complete the following work:

- Educate public about wellhead protection
- Mail informational materials related to maintenance and well sealing
- Create articles about proper well management for city newsletter
- Locate individual wells using GIS
- Mail letters to all underground storage tank owners within west DWSMA
- Send an annual letter to owners within west DWSMA that use large quantity of chemicals for ag
- Locate storage tanks within DWSMA - survey
- Perform all the work items listed in Grant Application which is incorporated by reference

B. On or before the end date of this Agreement, the GRANTEE shall provide the STATE with one electronic copy of all final products produced under this AGREEMENT, including reports, publications, software and videos. Any GRANTEE activity that involves data collection must be submitted to MDH upon completion of the project and in the format agreed by the STATE.

C. The GRANTEE shall submit a Final Report upon submittal of the Final Invoice. The Final Report shall be due no later than the expiration day of the AGREEMENT. The Final Report shall describe activities undertaken and accomplishments of each task, and any problems encountered in the performance of the work under this AGREEMENT, including the costs associated with completion of the tasks.

D. Data collected during the project shall be reported in a format acceptable to the STATE.

E. In the event the GRANTEE is unable to begin grant activities or to satisfactorily perform the duties specified in this grant agreement, the GRANTEE shall remit to the STATE within five days of demand the amount paid under this section minus any actual expenses incurred and otherwise authorized which are documented by adequate invoices acceptable to the STATE.

II. CONSIDERATION AND TERMS OF PAYMENT

A. Consideration for all services performed by GRANTEE pursuant to this grant agreement shall be paid by the STATE as follows:

1. Compensation:

The GRANTEE will be paid according to the following breakdown of costs:

Participate in Environmental Expo <ul style="list-style-type: none"> • Rental of watershed exhibit \$100 • Purchase of brochures for distribution at expo event \$200 • One consultant to prepare and attend an annual Expo event - 8 hrs at \$100/hr 	\$1,100
Prepare Well Maintenance articles and mail to properties within DWSMA <ul style="list-style-type: none"> • Postage 260 parcels at \$0.44/parcel • Mailing supplies 260 pieces at \$1/piece • Consultant 20 hr at \$100/hr 	\$2,374
Publish well Maintenance Article in City Newsletter <ul style="list-style-type: none"> • Consultant to prepare two articles 4 hr at \$100/hr • Publication costs: ½ page at \$850 twice annually 	\$2,100
Locate and add new or unreported wells into WHP database <ul style="list-style-type: none"> • Consultant 20hrs at \$100/hr 	\$2,000
Prepare and send underground tank info to known tank owners in the West DWSMA <ul style="list-style-type: none"> • Consultant to prepare an article and mailings 4 hr at \$100/hr 	\$400
Prepare and send agricultural chemical info to known users of such chemicals in the West DWSMA <ul style="list-style-type: none"> • Consultant to prepare two articles and mailings 4 hr at \$100/hr 	\$400
Conduct Site inspections to locate storage tank facilities within the two DWSMAs <ul style="list-style-type: none"> • Consultant to focus extra inspection time within the DWSMAs to indentify unknown chemical and underground storage facilities. 4 hrs at \$100/hr. 	\$400
TOTAL	\$8,774

2. The total obligation of the STATE for all compensation and reimbursement to GRANTEE under this AGREEMENT shall not exceed 8,774 (eight thousand seven hundred seventy four dollars).

B. Terms of Payment

1. The STATE shall promptly pay the GRANTEE, after the GRANTEE presents an itemized invoice for work actually performed and the State's Authorized Representative accepts the invoiced work.
2. Invoices must be submitted using the form attached as Exhibit A, which is attached and incorporated into this agreement and submitted to:

Attn: Cristina Covalschi
 Source Water Protection
 Minnesota Department of Health
 PO Box 64975
 St. Paul, MN 55164-0975

3. The GRANTEE may receive 50% of the grant amount (not to exceed \$4,387) as an advance only after the grant agreement is fully executed and the GRANTEE submits the Advance Invoice (attached as Exhibit B) to the address listed above.
4. The advance payment will be reconciled within the first year of the AGREEMENT.
5. The GRANTEE may receive 40% of the grant amount (not to exceed \$3,510) once the Minnesota Department of Health has received documentation how the initial funds were used and the services performed have been accepted by the STATE'S Authorized Representative (advance has been reconciled).
6. The STATE shall withhold 10 percent (10%) of the grant award, until the STATE is satisfied that the project has been completed according to the terms of this AGREEMENT, and the GRANTEE'S duties have been successfully completed. The GRANTEE shall submit an invoice for the final 10% upon submittal of the Final Report.
7. A Final Report shall be due no later than the expiration day of the AGREEMENT. If the Final Report is not received by the STATE before the end date of this AGREEMENT, the GRANTEE may forfeit the Final Payment.
8. If necessitated by the nature of the project, a grantee is allowed to reallocate up to 10% of the amount originally awarded for a given expense category to another approved category without obtaining permission from the MDH. Should the grantee find it necessary to re-budget the grant beyond the 10% reallocation allowance, a written or e-mail request must be submitted to the MDH for approval.

III. CONDITIONS OF PAYMENT All services provided by GRANTEE pursuant to this grant agreement shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its Authorized Representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The GRANTEE shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

IV. TERMS OF AGREEMENT This grant agreement shall be effective on December 15, 2010, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statute §16C.05, Subdivision 2, whichever occurs later, and shall remain in effect until June 30, 2012, or until all obligations set forth in this grant agreement have been satisfactorily fulfilled, whichever occurs first.

GRANTEE understands that NO work should begin under this grant agreement until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the STATE'S Authorized Representative.

If the GRANTEE does not commence the Project within six months of the Execution Date of this Agreement, the STATE reserves the right to cancel this agreement and reallocate the funds.

V. CANCELLATION

- A. If the GRANTEE fails to comply with the provisions of this grant agreement, the STATE may terminate this grant agreement without prejudice to the right of the STATE to recover any money previously paid. The termination shall be effective five business days after the STATE mails, by certified mail, return receipt requested, written notice of termination to the GRANTEE at its last known address.

B. The STATE or GRANTEE may cancel this grant agreement at any time, with or without cause, upon thirty (30) days written notice to the other party.

VI. STATE'S AND GRANTEE'S AUTHORIZED REPRESENTATIVE

- The STATE'S Authorized Representative for the purposes of administration of this grant agreement is Randy Ellingboe, Manager, Section of Drinking Water Protection Section, or his successor. Such representative shall have final authority for acceptance of GRANTEE'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause II, paragraph B.
- The GRANTEE'S Authorized Representative for purposes of administration of this grant agreement is Steven Jankowski, Assistant City Engineer. The GRANTEE'S Authorized Representative shall have full authority to represent GRANTEE in its fulfillment of the terms, conditions and requirements of this grant agreement.

VII. ASSIGNMENT GRANTEE shall neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the STATE.

VIII. AMENDMENTS Any amendments to this grant agreement shall be in writing, and will not be effective until it has been fully executed by the same parties who executed the original grant agreement, or their successors in office.

IX. LIABILITY GRANTEE shall indemnify, save, and hold the STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by the STATE, arising from the performance of this grant agreement by GRANTEE or GRANTEE'S agents or employees. This clause shall not be construed to bar any legal remedies GRANTEE may have for the STATE'S failure to fulfill its obligations pursuant to this grant agreement. Nothing herein shall be construed as a waiver by GRANTEE of any of the immunities or limitations of liability to which GRANTEE may be entitled to pursuant to Minnesota Statute Chapter 466 or pursuant to any other statute or law.

X. STATE AUDITS The books, records, documents, and accounting procedures and practices of the GRANTEE relevant to this grant agreement shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum period of six (6) years from the end of this grant term.

XI. DATA PRACTICES ACT The GRANTEE and the STATE shall comply with the Minnesota Data Practices Act and other applicable laws as it applies to all data provided by the STATE in accordance with this grant agreement and as it applies to all data created, gathered, generated or acquired in accordance with this grant agreement.

XII. OWNERSHIP OF EQUIPMENT The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

XIII. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

A. The STATE shall own all rights, title and interest in all of the materials conceived or created by the GRANTEE, or its employees or subgrantees, either individually or jointly with others and which arise out of the performance of this grant agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

The GRANTEE hereby assigns to the STATE all rights, title and interest to the MATERIALS. GRANTEE shall, upon request of the STATE, execute all papers and perform all other acts necessary to assist the STATE to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this grant agreement by the GRANTEE, its employees or subgrantees, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to the STATE by the GRANTEE. Its employees and any sub-grantees shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the GRANTEE'S obligations under this grant agreement without the prior written consent of the STATE'S Authorized Representative.

B. GRANTEE represents and warrants that MATERIALS produced or used under this grant agreement do not and will not infringe upon any intellectual property rights of another including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names. GRANTEE shall indemnify and defend the STATE, at GRANTEE'S expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or parts of the MATERIALS infringe upon the intellectual property rights of another. GRANTEE shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, reasonable attorney fees arising out of this grant agreement, amendments and supplements thereto, which are attributable to such claims or actions. If such a claim or action arises or in GRANTEE'S or the STATE'S opinion is likely to arise, GRANTEE shall at the STATE'S discretion either procure for the STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive of other remedies provided by law.

XIV. PUBLICITY Any publicity given to the program, publications, or services provided resulting from this grant agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the GRANTEE or its employees individually or jointly with others, or any subgrantees shall identify the STATE as the sponsoring agency and shall not be released without prior written approval by the STATE'S Authorized Representative, unless such release is a specific part of an approved work plan included in this grant agreement.

XV. ENDORSEMENT The Grantee must not claim that the STATE endorses its products or services.

XVI. WORKERS' COMPENSATION The GRANTEE certifies that it is in compliance with Minnesota Statute §176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The GRANTEE'S employees and agents will not be considered STATE employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the STATE'S obligation or responsibility.

XVII. JURISDICTION AND VENUE This grant agreement, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant agreement, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

IN WITNESS WHEREOF, the parties have caused this grant agreement to be duly executed intending to be bound thereby.

APPROVED:

1. GRANTEE

The Grantee certifies that the appropriate persons(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

2. STATE AGENCY

Grant Agreement approval and certification that STATE funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:

*Agency – Original (fully executed) Grant Agreement
Grantee
State Authorized Representative*



Division of Environmental Health
 Section of Drinking Water Protection
 P.O. Box 64975
 St. Paul, Minnesota 55164-0975
 651/201-4700

Exhibit B

Source Water Protection Plan Implementation Grants Advance Invoice

Grantee Information	PWSID:
System:	
Address:	
Program Contact Person:	
Phone:	Fax:
E-mail:	

Advance Requested	\$
--------------------------	-----------

Advance Description (Work Items and Expenditures) – use an additional page if necessary	
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Advance to be Paid	\$

The Grantee certifies this invoice to be true and correct.

 Authorized Grantee Signature Date

For Minnesota Department of Health Use Only:

 Grant Manager's Signature Date

Invoice Field	
PO:	Approved by:
Period of Service:	Date sent to F.S:

Date: 01/18/2011

By: Tim Himmer
Engineering/Public Works

Information

Title:

Consider Offer to Purchase a Drainage & Utility Easement for the Chameleon Street NW Paving Project

Background:

Plans are currently being prepared for City Improvement Project 09-25, the bituminous paving of Chameleon Street NW; which includes drainage improvements. The attached Figure 3 from the feasibility study for this project illustrates the proposed drainage improvements, which include reestablishing the three drainage ditches that convey runoff from the roadway to the wetland area to the north and east.

Acquisition of an additional easement over the property at 17331 Chameleon Street would assist in making the necessary drainage improvements that correspond to this project, and improve the existing flow routes through the area. This additional drainage and utility easement would allow the project runoff to flow through an existing natural swale that runs northeasterly across the property from a swale along the south property line toward Thorn Lake. Currently drainage flows through this existing swale on the property; we are just attempting to memorialize the route with dedicated easements and compensation to the property owner. A secondary easement is also contemplated along the south property line, adjacent to the previously dedicated drainage and utility easement from the SHAWN ACRES subdivision, to allow for the installation of a storm sewer pipe to preserve existing trees to the extent feasible.

Staff has met with the property owners, Sandra & Gregory Dingman, to discuss the easement acquisitions. They express a few concerns related to the requested dedication; including protection of the existing pine trees on the south property line, and access to the rear of their property. To alleviate these concerns staff discussed the ability to extend storm sewer pipe along the south property line beyond the tree limits, and at a convenient location within the rear of their property to allow for vehicular access. The property owners were agreeable to these proposed solutions.

The property owners discussed the acquisition of these drainage and utility easements, which entails approximately 8,800 square feet of land area in two separate locations, at a cost of \$1,500. Based upon a review of Anoka County tax records staff is agreeable to their request, as the amount is consistent with what the City has purchased similar easements for in the past. All property and easement acquisitions must be approved by the City Council; therefore staff is bringing this request to the Public Works Committee for discussion and a recommendation to the entire Council. Additional field work will be required to lay out the exact easement corridor and the preparation of legal descriptions for the final easement acquisition documents.

Recommendation:

Staff recommends that the Public Works Committee recommend to City Council the acquisition of the drainage and utility easements across the property located at 17331 Chameleon Street NW in the amount of \$1,500, and that staff conduct the necessary field surveys to prepare the easement legal descriptions.

Funding Source:

Consistent with the feasibility study for City Improvement project 09-25, the funding for the purchase of these easements would be from the Storm Water Utility.

Council Action:

Motion to recommend to the City Council the acquisition of the drainage and utility easements across the property located at 17331 Chameleon Street NW in the amount of \$1,500, and that staff conduct the necessary field surveys to prepare the easement legal descriptions.

Attachments

Proposed drainage improvements

Proposed easement acquisitions

Form Review

Inbox

Brian Olson

Kurt Ulrich

Form Started By: Tim Himmer

Final Approval Date: 01/13/2011

Reviewed By

Brian Olson

Kurt Ulrich

Date

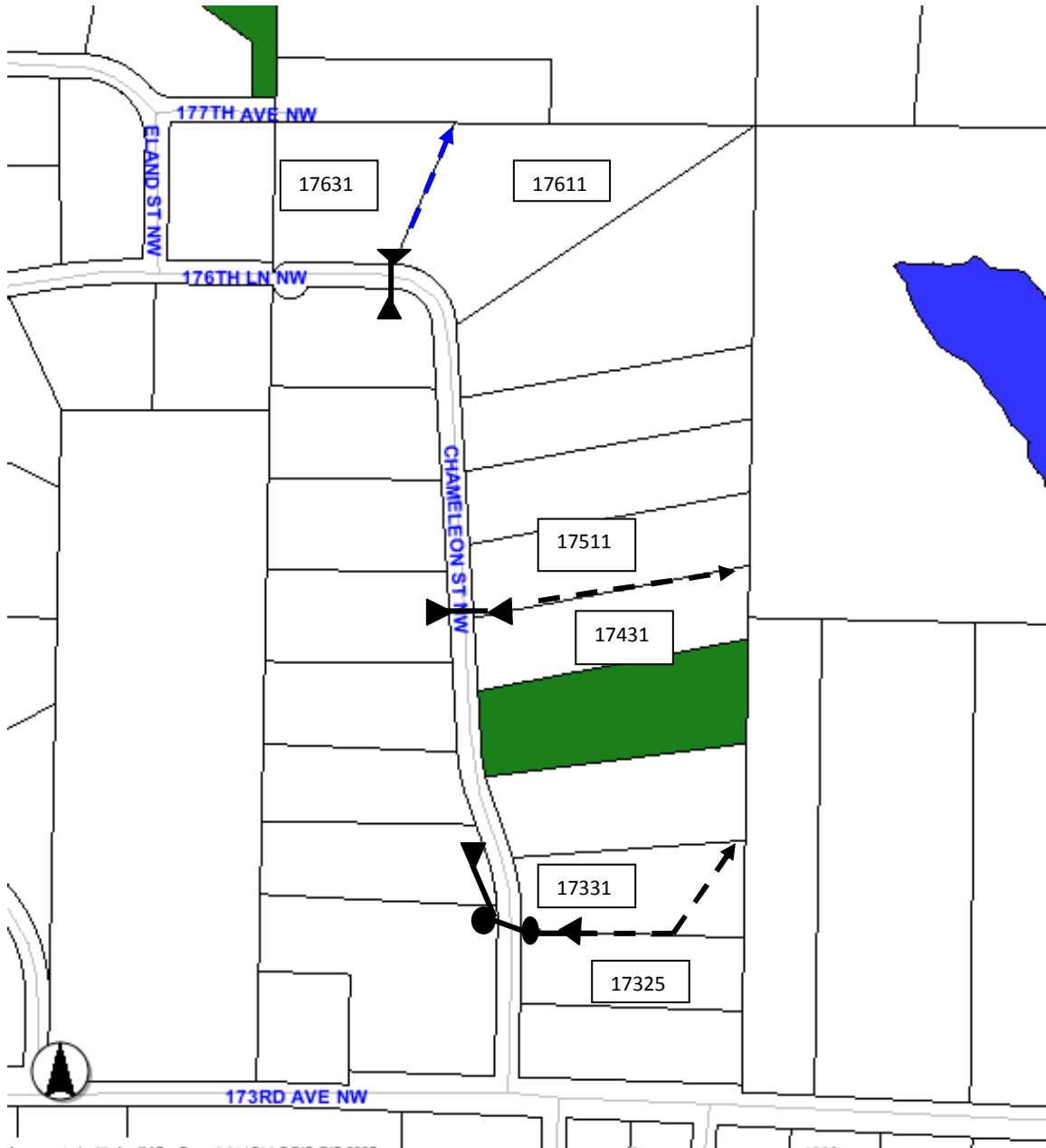
01/12/2011 04:40 PM

01/13/2011 10:59 AM

Started On: 01/11/2011 04:55 PM

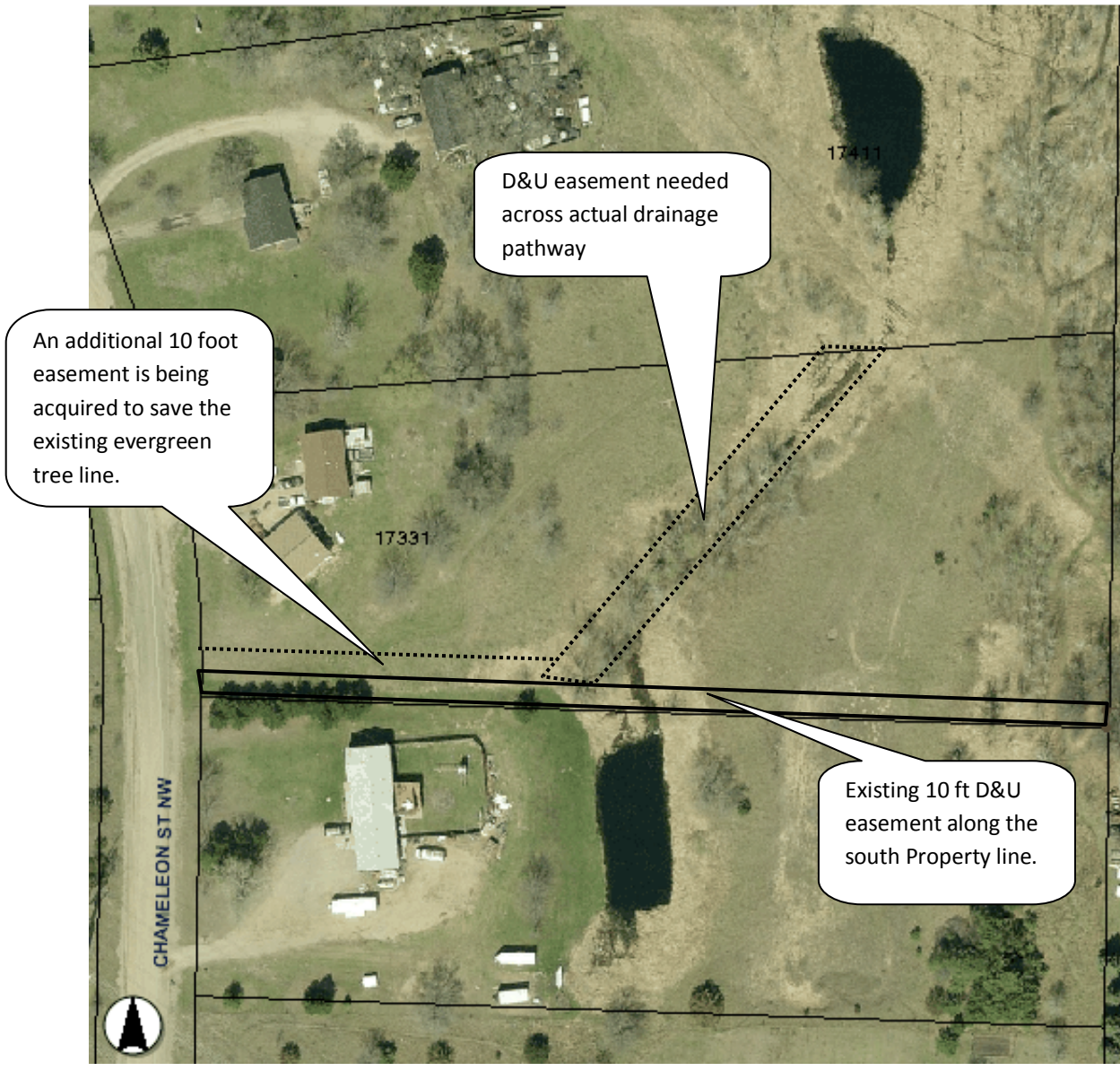
Figure 3

Proposed Drainage Improvements



GREGORY & SANDRA DINGMAN

Drainage and Utility Easements



Date: 01/18/2011

Information

Title:

Consider Request for the Installation of a 4-Way Stop at the Intersection of Armstrong Boulevard and Alpine Drive.

Background:

The attached survey was posted on a local resident's blog site in November of 2010. The issue presented in this informal survey was whether a 4-way stop should be installed at the intersection of Armstrong Boulevard and Alpine Drive. Of the 20 respondents, 10 voted that it was a good idea, 4 voted it was a bad idea, and 6 voted it was a good idea if a bike path was added along Alpine Drive to the west. With the Alpine Drive overlay project that was initiated in 2010 a trail is planned to be constructed along the north side of Alpine Drive, from Armstrong Boulevard to the entrance of The Links golf course; which work is scheduled for completion in the spring of 2011.

The concern expressed is that this is already a dangerous intersection and by adding more pedestrians, via the trail connection, it would only exacerbate the problem. During the poll candidates for the District 1 County Board seat were solicited to provide their thoughts on the matter. Former Council member, and new County Commissioner, Matt Look mentioned another possible 4-way stop location – the intersection of Armstrong Boulevard and 161st Avenue NW near Central Park.

Notification:

Observations:

Staff compiled accident history data at each intersection using the MnDOT crash mapping database and Ramsey Police Department records; the information is attached for your review and summarized as follows:

Armstrong/Alpine

There have been 31 reported accidents since June of 2000, of which 17 were for property damage only. There have been 5 reported accidents at this location in the last year, with 4 being property damage only.

Armstrong/161st

There have been 11 reported accidents since January of 2000, of which 6 were for property damage only. There have been no reported accidents at this location for over 2 years.

Staff is looking for direction on whether to formally request that Anoka County study these intersections for potential safety improvements. Based upon the above data it is unlikely that the Armstrong/161st intersection would meet warrants for a 4-way stop condition, so staff could limit their request to the Armstrong/Alpine intersection alone or seek evaluation of both. The County will need to review crash history data, traffic volumes, geometrics, and other factors to determine whether such crashes are correctable by the implementation of safety improvements. At the time this case was being prepared staff was awaiting a response from Anoka County on what their evaluation would encompass and the approximate timing to complete such an analysis; it is assumed that this information will be available at the PW meeting.

Funding Source:

The request letter will be completed with staff time, and it is not anticipated that there will be any direct costs associated with the Anoka County analysis.

Staff Recommendation:

Staff recommends that the Committee recommend to the City Council the preparation of a letter to Anoka County formally requesting the evaluation of the Armstrong Boulevard and Alpine Drive intersection for potential safety improvements, including but not limited a 4-way stop condition.

Committee Action:

Based upon discussion.

Attachments

Blogspot Survey

Armstrong/Alpine Crash Data

Armstrong/161st Crash Data

Form Review

Inbox

Brian Olson

Kurt Ulrich

Form Started By: Tim Himmer

Final Approval Date: 01/13/2011

Reviewed By

Brian Olson

Kurt Ulrich

Date

01/12/2011 04:44 PM

01/13/2011 11:27 AM

Started On: 01/12/2011 01:51 PM

Developers are Crabgrass

THURSDAY, NOVEMBER 18, 2010

RAMSEY - sidebar poll closed regarding a four-way-stop at the Hwy 81 [Armstrong Blvd.] and Alpine intersection.



[image from Google Maps]

On Nov. 1, when the Armstrong-Alpine poll was posted before the election, county board candidates Look and Steffen both responded in terms of the thinking each would take to the County if elected.

Their responses and background on the poll is presented; [this link](#).

The poll was left open for a two-week period into mid-November, and is now closed.

Issue: Should Anoka County install a four-way stop at Armstrong-Alpine intersection?

Results: twenty responses

Good Idea - ten votes, 50%

Bad Idea - four votes, 20%

SELECT ONE: If a NORTHSTAR stop is built in Ramsey I will ride it:

- At least once a week.
- At least once a month.
- Once a year, more or less.
- Never, or Almost Never.

[Show results](#)

Votes so far: 20
Days left to vote: 4

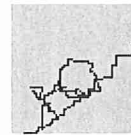
A Northstar stop in Ramsey is:

- A "want."
- A "need."

[Show results](#)

Votes so far: 20
Days left to vote: 4

Crabgrass Communications



Please use this email address for any info, problems, threats or other messages:

4crabgrass@gmail.com

About Me

Eric Zaetsch

Opinions I express here are my own. I have caucused DFL, but hold no party offices nor have I sought any. I live in Ramsey, Anoka County, Minnesota. I've lived in places large and small - St. Louis; Kingston and Toronto, Ontario; Buffalo; Seattle; and Minnesota since the mid-1990's. Undergrad chem. major, law degree, SUNY at Buffalo. Ken Lay and Bernie Maddof being crooks is understandable and

Yes, if a bike path is added - six votes, 30%

No, even if a bike path - (no votes in this category).

Analysis. It appears the split is between Armstrong traffic not wanting interruption and Alpine cross traffic wanting, by 50 to 80%, to have a more protective intersection (i.e., if there's an extension of bike and foot pathway west of the intersection, the desire for a more protective intersection reaches 80%). I infer nothing about the extent of support for or against extending a pathway as part of the trail system, at this time, or ever. I did not ask about that.

It appears that possible private school development west of Armstrong and south of the Alpine intersection, in the vicinity of Armstrong-Hwy 116, might result in Ramsey seeking an alteration of traffic control at that intersection.

Look [now elected to the County Board District 1 seat] mentioned another possible four way stop installation, on Armstrong at Central Park, as another consideration.

Note: *The Google satellite image, with roads noted, has an added "1" highlighting the Armstrong-Alpine intersection, and an added "2" for the 161st St.-Armstrong intersection at Central Park [with Game Fair held annually, at Armstrong Kennels to the west].*

Alpine, as the city's main East-West through street north of Hwy. 116, has frequent traffic stops at key intersections, (as does Hwy 116 with lights instead of four-ways). Alpine is a Ramsey city street. Armstrong and 116 are county highways.

Future. My hope is that the city at its year-end or first 2011 council meeting, will add and publicize an agenda item on whether the council should instruct staff to push county authorities for a change at the Alpine-Armstrong intersection.

The response to the sidebar poll suggests that twenty people over a two week period thought it a worthwhile question for attention; and from that I expect far more people in Ramsey have opinions but do not read the blog.

It seems residents calling city hall should not be dismissed too readily because of Ramsey not having jurisdiction on Armstrong changes. The city should take an official position, and make it publicly known to county officials and traffic planners.

Once again, the earlier Crabgrass Nov. 1 post at the start of the poll is [here](#).

Bottom line. I think the Ramsey council should go on record on the traffic safety - traffic flow question for that intersection; and if my guess at citizen opinion proves true, then officials should lobby

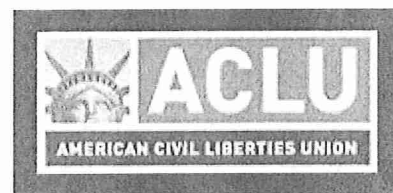
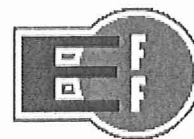
human. Power and money attracted and corrupted them. No mystery. What I cannot understand or stomach is people such as Michele Bachmann. God did not pick Michele Bachmann to run for office. She followed her ambitions, picked herself, and then crassly shifted blame to God.

[View my complete profile](#)



Single-Payer Health Care for Minnesota
click the image

Google scholar



accordingly; i.e., if a public hearing results in the same predominant degree of support for a change that the informal Crabgrass sidebar poll suggests, then the council and administration in Ramsey should heed that result.

Posted by eric zaetsch at 10:15 AM

0 comments:

[Post a Comment](#)

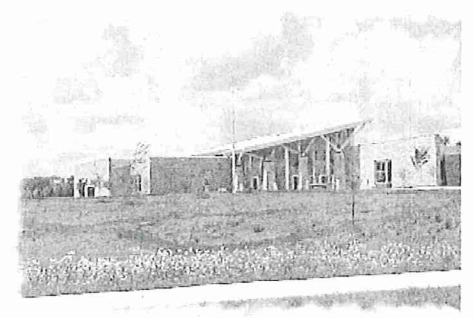
[Newer Post](#)

[Home](#)

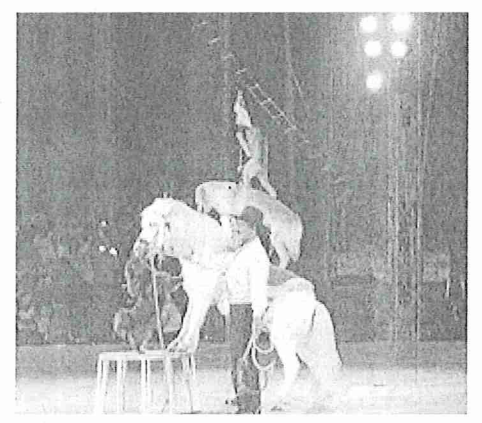
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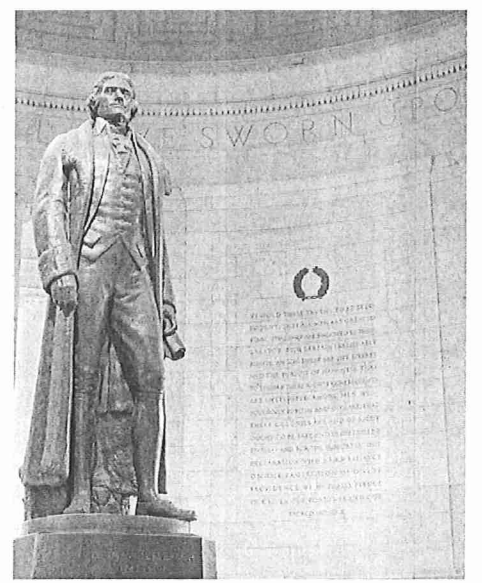
Google patents



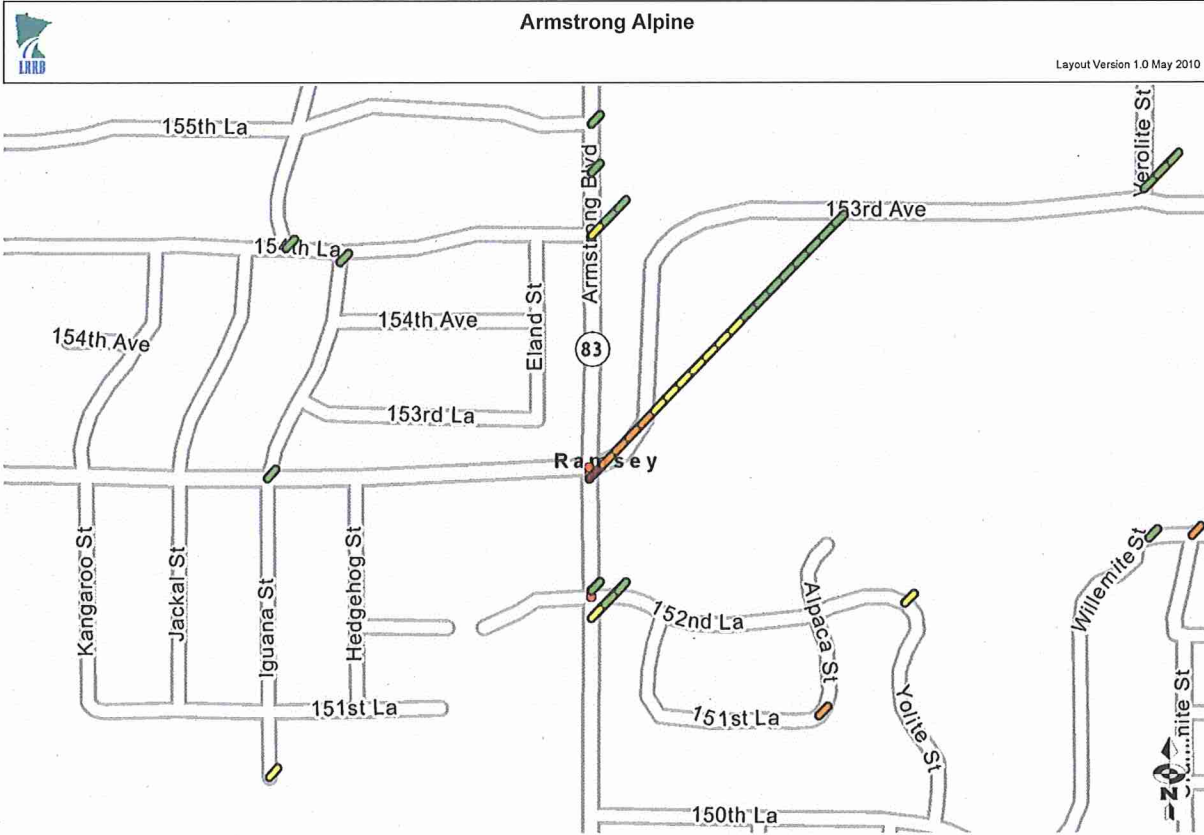
Current Anoka County Library Hours.



[click photo](#)




100%



Notes:

01/12/2011

MnCMAT 1.0.0



Crash Type Summary

Alpine

Report Version 1.0 M

Analysis Years: 2000, 2003, 2005, 2006, 2007, 2008, 2009

Crash Summary:		Number of Vehicles		
		1	2	3+
K - Fatal	0	0	0	0
A - Incapacitating	1	0	1	0
B - Non-Incapacitating	4	0	4	0
C - Possible	8	2	6	0
N - Property Damage	13	4	9	0
X - Not Reported	0	0	0	0
Miscoded	0	0	0	0
Total	26	6	20	0

Surface Condition Summary:	
01 - Dry	
02 - Wet	
03 - Snow	
04 - Slush	
05 - Ice/Packed Snow	
Other	
Unknown/Not Specified	
Miscoded	
Total	

Surface Condition Summary:	
02 - Sideswipe - Same Dir	2
03 - Left Turn	2
04 - Ran Off Road - Left Side	0
05 - Right Angle	12
06 - Right Turn	0
07 - Ran Off Road - Right Side	1
08 - Head On	1
09 - Sideswipe - Opposing Dir	1
Other	5
Unknown/Not Stated	0
Miscoded	2
Total	26

Intersection Relation Summary:	
01 - Not at Intersection	
02 - T Intersection	
03 - Y Intersection	
04 - 4 Legged Intersection	
05 - 5 or more Leg Intersection	
06 - Roundabout/Traffic Circle	
07 - Intersection Related	
08 - Alley or Driveway	
09 - School Crossing	
10 - RR Crossing	
11 - Recreational Crossing	
20 -22 - Interchange	
Other	
Unknown/Not Stated	
Miscoded	
Total	

Accident Type Summary	
01 - Motor Vehicle in Transport	20
02 - Parked Vehicle	0
03-04 - Road Equipment	0
05 - Train	0
06 - Bike	0
07 - Pedestrian	0
08-09 - Deer/Animal	4
10-14 - Other/Unknown Collision	0
21-42 - Fixed Object	2
51 - Overturn	0
52-65 - Other Non-Collision	0
Other	0
Unknown/Not Stated	0
Miscoded	0
Total	26

Light Condition Summary:	
01 - Daylight	
02 - Before Sunrise	
03 - After Sunset	
04 - Dark (Street Lights On)	
05 - Dark (Street Lights Off)	
06 - Dark (No Street Lights)	
07 - Dark (Unknown Lighting)	
Other	
Unknown/Not Stated	
Miscoded	
Total	

Selection Filter:

WORK AREA: COUNTY_CODE(02) - SPATIAL FILTER APPLIED



Crash Case Number Listing

Report Version 1.0.

Sys	Route	Ref Point	Co	City	Acc Num	Date	Sev	Diag	# Veh	Time	Lit
04-CSAH	02000083	001+00.001	02	3148	001660274	06/14/2000	C	01	2	1500	01
04-CSAH	02000083	001+00.001	02	3148	003190197	11/14/2000	N	01	2	0700	01
04-CSAH	02000083	001+00.001	02	3148	032680049	08/17/2003	B	02	2	1410	01
04-CSAH	02000083	000+00.900	02	3148	050050213	01/03/2005	N	05	1	0639	04
04-CSAH	02000083	001+00.001	02	3148	050840160	03/25/2005	C	03	2	1703	01
04-CSAH	02000083	001+00.001	02	3148	051640517	06/12/2005	N	98	1	2318	04
04-CSAH	02000083	001+00.218	02	3148	052460110	09/03/2005	N	01	2	1935	04
04-CSAH	02000083	000+00.995	02	3148	052950057	10/21/2005	N	90	1	1546	04
✓ 04-CSAH	02000083	001+00.001	02	3148	060690087	03/10/2006	N	05	2	0731	01
04-CSAH	02000083	001+00.001	02	3148	060810250	03/22/2006	C	98	1	1459	01
✓ 04-CSAH	02000083	001+00.001	02	3148	062480031	09/04/2006	N	05	2	1153	01
04-CSAH	02000083	001+00.218	02	3148	062530115	09/10/2006	N	07	1	1526	01
04-CSAH	02000083	001+00.001	02	3148	063520273	12/18/2006	C	05	2	2139	04
✓ 04-CSAH	02000083	001+00.001	02	3148	070330057	12/17/2006	C	05	2	1000	04
04-CSAH	02000083	000+00.992	02	3148	071140021	04/24/2007	C	05	1	0624	02
04-CSAH	02000083	001+00.001	02	3148	072390033	08/26/2007	B	05	2	1551	01
04-CSAH	02000083	001+00.001	02	3148	072390044	08/27/2007	N	05	2	2005	01
✓ 04-CSAH	02000083	001+00.001	02	3148	073370041	08/26/2007	N	90	2	0800	03
04-CSAH	02000083	001+00.001	02	3148	073370087	08/26/2007	A	05	2	0332	01
✓ 04-CSAH	02000083	001+00.001	02	3148	081660084	06/14/2008	B	08	2	1604	01
✓ 04-CSAH	02000083	001+00.001	02	3148	082450057	09/01/2008	N	05	2	1040	01
04-CSAH	02000083	001+00.218	02	3148	082500077	09/06/2008	C	02	2	1217	01
✓ 04-CSAH	02000083	001+00.001	02	3148	083580553	12/23/2008	B	05	2	1745	03
✓ 04-CSAH	02000083	001+00.001	02	3148	092180145	08/06/2009	C	05	2	1619	01
10-M	31480212	000+00.110	02	3148	093370248	12/03/2009	N	09	2	1513	01
04-CSAH	02000083	000+00.895	02	3148	093580031	12/24/2009	N	03	2	0629	04

Selection Filter:
 WORK AREA: COUNTY_CODE('02') - SPATIAL FILTER APPLIED

Analyst:
 Leonard Linton

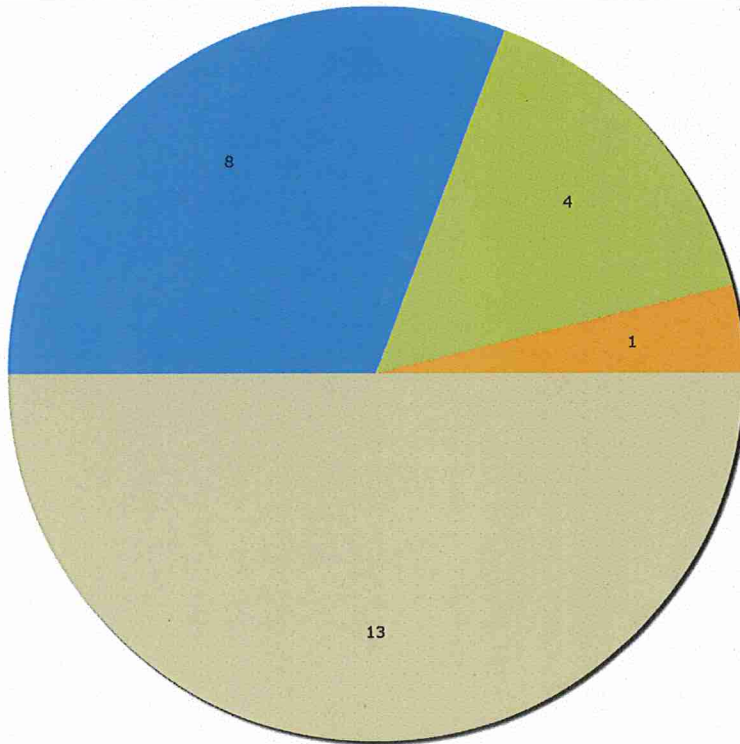
Notes:

100%



Crash Severity

Layout Version 1.0 May 2010



- INCAPACITATING INJURY
- NON-INCAPACITATING INJURY
- POSSIBLE INJURY
- PROPERTY DAMAGE

Notes: CRASH COUNT: 26 - WORK AREA: COUNTY_CODE('02') - SPATIAL FILTER APPLIED

01/12/2011

MnCMAT 1.0.0

The Database Search Engine

Anoka County Central Records

Advanced Search Results

CASE #	DEPT	LOCATION OF INCIDENT	DATE OF INCIDENT	OFFENSE	OFFICER(S)
<u>10243272</u>	R	ARMSTRONG BLVD NW/ALPINE DR NW	10/21/10	09440 ACCIDENT - MV PD	J BONINE
<u>10197457</u>	R	ARMSTRONG BLVD NW/ALPINE DR NW	8/25/10	09440 ACCIDENT - MV PD	M WISTROM
<u>10197380</u>	R	ARMSTRONG BLVD NW/ALPINE DR NW	8/25/10	09440 ACCIDENT - MV PD	D MOLDENHAUER
<u>10004850</u>	R	ARMSTRONG BLVD NW/ALPINE DR NW	1/7/10	09440 ACCIDENT - MV PD	M WISTROM

RECORD COUNT: 4

The Database Search Engine

Anoka County Central Records

Advanced Search Results

CASE #	DEPT	LOCATION OF INCIDENT	DATE OF INCIDENT	OFFENSE	OFFICER(S)
<u>10087923</u>	R	ALPINE DR NW/ARMSTRONG BLVD NW	4/22/10	09420 ACCIDENT - MV PI R	WEBB

RECORD COUNT: 1

The Database Search Engine

Anoka County Central Records

Advanced Search Results

CASE #	DEPT	LOCATION OF INCIDENT	DATE OF INCIDENT	OFFENSE	OFFICER(S)
<u>09185553</u>	R	ARMSTRONG BLVD NW/ALPINE DR NW	8/6/09	09420 ACCIDENT - MV PI B	ROSSUM

RECORD COUNT: 1

The Database Search Engine

Anoka County Central Records

Advanced Search Results

CASE #	DEPT	LOCATION OF INCIDENT	DATE OF INCIDENT	OFFENSE	OFFICER(S)
<u>08305986</u>	R	ARMSTRONG BLVD NW/ALPINE DR NW	12/23/08	09420 ACCIDENT - MV PI	M WISTROM
<u>08211104</u>	R	ARMSTRONG BLVD NW/ALPINE DR NW	9/1/08	09440 ACCIDENT - MV PD	S ERDMAN
<u>08137574</u>	R	ARMSTRONG BLVD NW/ALPINE DR NW	6/14/08	09420 ACCIDENT - MV PI	M WISTROM
<u>08126446</u>	R	ARMSTRONG BLVD NW/ALPINE DR NW	6/2/08	09496 ACCIDENT - MV PD - MV & C CURTIS (Deer)	

RECORD COUNT: 4

The Database Search Engine

Anoka County Central Records

Advanced Search Results

CASE #	DEPT	LOCATION OF INCIDENT	DATE OF INCIDENT	OFFENSE	OFFICER(S)
<u>07205572</u>	R	ARMSTRONG BLVD NW/ALPINE DR NW	8/27/07	09440 ACCIDENT - MV PD	J DIXON
<u>07205387</u>	R	ARMSTRONG BLVD NW/ALPINE DR NW	8/26/07	09420 ACCIDENT - MV PI	J DIXON

RECORD COUNT: 2

The Database Search Engine

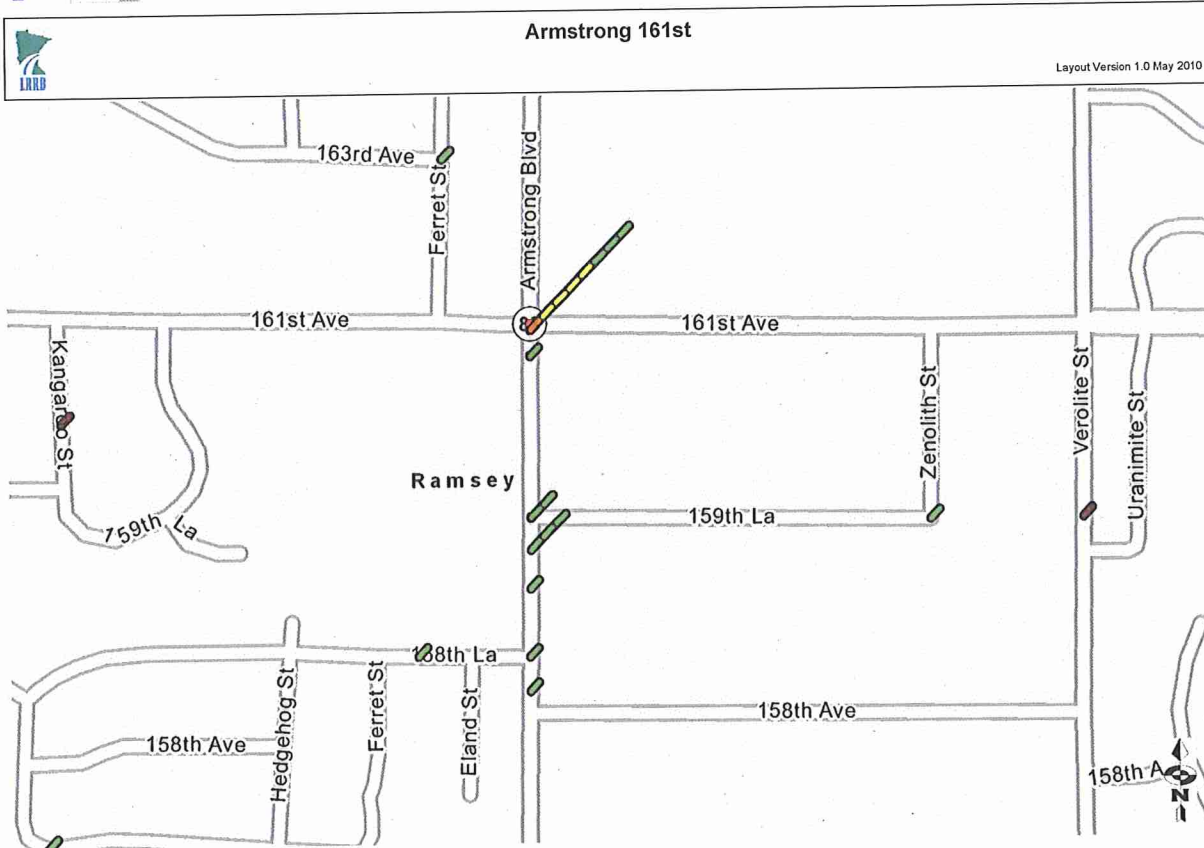
Anoka County Central Records

Advanced Search Results

CASE #	DEPT	LOCATION OF INCIDENT	DATE OF INCIDENT	OFFENSE	OFFICER(S)
<u>06295557</u>	R	ARMSTRONG BLVD NW/ALPINE DR NW	12/17/06	09420 ACCIDENT - MV PI	N DAHLBERG
<u>06209964</u>	R	ARMSTRONG BLVD NW/ALPINE DR NW	9/4/06	09440 ACCIDENT - MV PD	C HASSEL
<u>06053071</u>	R	ARMSTRONG BLVD NW/ALPINE DR NW	3/10/06	09440 ACCIDENT - MV PD	J DIXON

RECORD COUNT: 3

100%



Notes:

01/12/2011

MnCMAT 1.0.0

Crash Type Summary
161st
Report Version 1.0 N

Analysis Years: 2000, 2001, 2004, 2005, 2007, 2008

Crash Summary:		Number of Vehicles		
		1	2	3+
K - Fatal	0	0	0	0
A - Incapacitating	0	0	0	0
B - Non-Incapacitating	1	0	1	0
C - Possible	4	1	3	0
N - Property Damage	6	4	2	0
X - Not Reported	0	0	0	0
Miscoded	0	0	0	0
Total	11	5	6	0

Surface Condition Summary:

- 01 - Dry
- 02 - Wet
- 03 - Snow
- 04 - Slush
- 05 - Ice/Packed Snow
- Other
- Unknown/Not Specified
- Miscoded

Total

Surface Condition Summary:

- 02 - Sideswipe - Same Dir 1
- 03 - Left Turn 0
- 04 - Ran Off Road - Left Side 2
- 05 - Right Angle 5
- 06 - Right Turn 0
- 07 - Ran Off Road - Right Side 0
- 08 - Head On 1
- 09 - Sideswipe - Opposing Dir 0
- Other 1
- Unknown/Not Stated 0
- Miscoded 1

Total 11

Intersection Relation Summary:

- 01 - Not at Intersection
- 02 - T Intersection
- 03 - Y Intersection
- 04 - 4 Legged Intersection
- 05 - 5 or more Leg Intersection
- 06 - Roundabout/Traffic Circle
- 07 - Intersection Related
- 08 - Alley or Driveway
- 09 - School Crossing
- 10 - RR Crossing
- 11 - Recreational Crossing
- 20-22 - Interchange
- Other
- Unknown/Not Stated
- Miscoded

Total

Accident Type Summary

- 01 - Motor Vehicle in Transport 6
- 02 - Parked Vehicle 0
- 03-04 - Road Equipment 0
- 05 - Train 0
- 06 - Bike 0
- 07 - Pedestrian 0
- 08-09 - Deer/Animal 3
- 10-14 - Other/Unknown Collision 0
- 21-42 - Fixed Object 2
- 51 - Overturn 0
- 52-65 - Other Non-Collision 0
- Other 0
- Unknown/Not Stated 0
- Miscoded 0

Total 11

Light Condition Summary:

- 01 - Daylight
- 02 - Before Sunrise
- 03 - After Sunset
- 04 - Dark (Street Lights On)
- 05 - Dark (Street Lights Off)
- 06 - Dark (No Street Lights)
- 07 - Dark (Unknown Lighting)
- Other
- Unknown/Not Stated
- Miscoded

Total

Selection Filter:
WORK AREA: COUNTY_CODE('02') - SPATIAL FILTER APPLIED



Crash Case Number Listing

Report Version 1.0.

Sys	Route	Ref Point	Co	City	Acc Num	Date	Sev	Diag	# Veh	Time	Lit
04-CSAH	02000083	002+00.007	02	3148	000200454	01/20/2000	N	04	1	0800	01
04-CSAH	02000083	002+00.007	02	3148	001680237	06/16/2000	B	05	2	1500	01
04-CSAH	02000083	002+00.002	02	3148	013300616	11/26/2001	C	02	2	1000	01
04-CSAH	02000083	002+00.007	02	3148	042030403	07/21/2004	C	05	2	1706	01
04-CSAH	02000083	001+00.836	02	3148	042470023	09/03/2004	N	90	1	0342	05
✓04-CSAH	02000083	002+00.007	02	3148	052570041	09/14/2005	C	05	2	0649	02
04-CSAH	02000083	001+00.836	02	3148	052900281	10/17/2005	N	98	1	1500	01
04-CSAH	02000083	001+00.979	02	3148	053340082	11/30/2005	N	08	1	0617	04
✓04-CSAH	02000083	002+00.007	02	3148	073560068	12/22/2007	N	05	2	0816	01
✓04-CSAH	02000083	002+00.007	02	3148	082300151	08/17/2008	N	05	2	1339	01
✓04-CSAH	02000083	002+00.007	02	3148	083580140	12/23/2008	C	04	1	0209	04

Selection Filter:

WORK AREA: COUNTY_CODE('02') - SPATIAL FILTER APPLIED

Analyst:

Leonard Linton

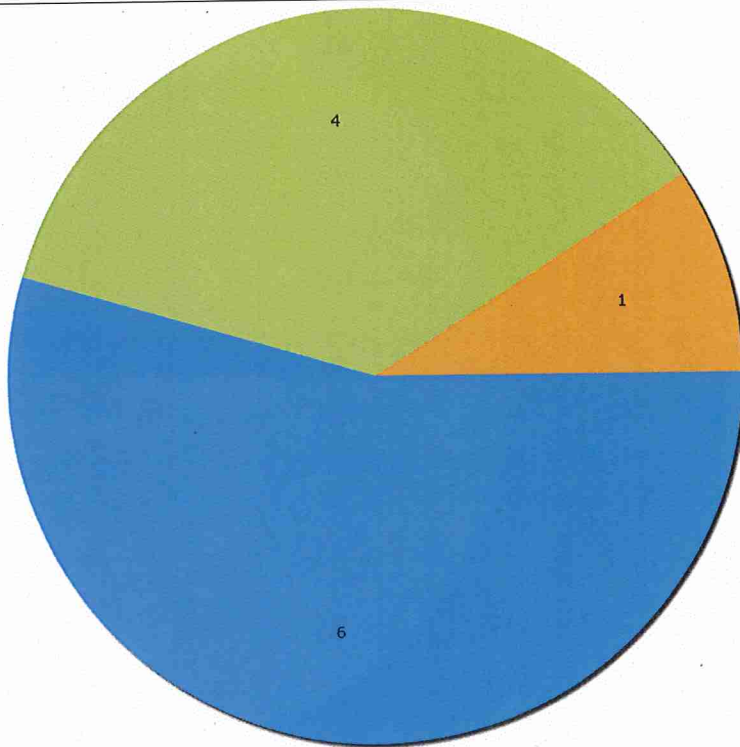
Notes:

100%



Crash Severity

Layout Version 1.0 May 2010



- NON-INCAPACITATING INJURY
- POSSIBLE INJURY
- PROPERTY DAMAGE

Notes: CRASH COUNT: 11 - WORK AREA: COUNTY_CODE(02) - SPATIAL FILTER APPLIED

01/12/2011

MnCMAT 1.0.0

The Database Search Engine

Anoka County Central Records

Advanced Search Results

CASE #	DEPT	LOCATION OF INCIDENT	DATE OF INCIDENT	OFFENSE	OFFICER(S)
<u>08305437</u>	R	ARMSTRONG BLVD NW/161 AVE NW	12/23/08	09420 ACCIDENT - MV PI	S ERDMAN
<u>08197696</u>	R	ARMSTRONG BLVD NW/161 AVE NW	8/17/08	09440 ACCIDENT - MV PD	T FRANKFURTH
<u>07306432</u>	R	ARMSTRONG BLVD NW/161 AVE NW	12/22/07	09440 ACCIDENT - MV PD	T FRANKFURTH
<u>05218000</u>	R	ARMSTRONG BLVD NW/161 AVE NW	9/14/05	09420 ACCIDENT - MV PI	S ERDMAN

RECORD COUNT: 4

Date: 01/18/2011

By: Tim Himmer
Engineering/Public Works

Information

Title:

Consider Plan for Potential Soil Import to the COR

Background:

As development of the COR was taking shape, the mass grading activities initiated by the former developer (RTC LLC) were not completed when the project went into foreclosure. As it currently stands the project is approximately 300,000 cubic yards (CY) of material short to complete the original mass grading plan. Whenever City projects are initiated the specifications always require that all excess material will be hauled to the COR for future use as opposed to allowing the contractor to assume ownership. To date thousands of CY have been imported and stockpiled on the site, but we are still a long way away from balancing the project. If we intend to sell property in a "pad ready" condition it would require the City to undertake the mass grading operations of a particular site(s), but if we plan to sell property as is, it would require the developer to evaluate the site and perform whatever improvements are necessary to implement the project. My guess is that we may sell land under both scenarios, depending on the proposal(s) presented.

Last year staff reviewed the potential to solve two COR issues (wetland mitigation and a mass grading balance) simultaneously by investigating the opportunity to develop wetland mitigation on some vacant land adjacent to the newly constructed water tower #3 near Elmcrest Park. There currently exists undeveloped land in this location, which was recently platted as ELMCREST SANCTUARY, that has a large wetland complex on portions of the site. The property owner, Oakwood Land Development, inquired whether the City would be interested in acquiring the land, initiating a wetland creation project to enhance and expand the existing wetlands to create banking credits that could be used for the existing COR mitigation permit, and exporting excess soils from the site to the COR. Due to the unknown nature of the constantly evolving COR development this matter was tabled pending quantification of final wetland impacts within the COR, evaluation of how much new wetland could be created on this undeveloped site, and cost considerations for implementing such a potential mitigation option.

Oakwood Land Development has decided that there may be a market for wetland credits, and is considering undertaking wetland creation on the ELMCREST SANCTUARY site. They are currently evaluating the process to advance this project to determine whether such wetland creation and banking would be financially feasible. They have submitted the attached letter requesting feedback on the City's level of interest to purchase excess material that will be generated as part of their project. They are requesting that the City consider purchasing approximately 50,000 to 80,000 CY of suitable soils for import to the COR at an estimated cost of \$6 per CY, which costs would include excavation, trucking, and compaction. If this request seems reasonable and the City chooses to continue the dialogue on this matter there would need to be coordination between Oakwood and the City to determine a desired grading plan that could be implemented through this process. Grading activities would require an Interim Use Permit with the City, independent of any other required permitting on behalf of the developer for their wetland banking creation (LRRWMO/WCA requirements).

Other sources of on-site material have been discussed to solve the soil shortage within the COR, including Lake Ramsey, and it is currently unknown how land will be subdivided and developed within the west side of this development so it may be premature to consider such a request at this time. Oakwood is merely trying to gauge the City's interest in such a partnership so they can fully evaluate their budget to determine whether their potential mitigation project is financially feasible. Depending on development proposals that come forward in the near future for the COR, the timing may work out for the creation of "pad ready" sites that would fall in line with Oakwood's schedule (tentatively summer of this year).

Funding Source:

The cost of import material to complete the mass grading activities of the original development plan were contemplated in the dashboard for the COR, with financing to come from future land sales.

Council Action:

Based upon discussion

AttachmentsOakwood proposal**Form Review****Inbox**

Brian Olson

Kurt Ulrich

Form Started By: Tim Himmer

Final Approval Date: 01/13/2011

Reviewed By

Brian Olson

Kurt Ulrich

Date

01/12/2011 04:42 PM

01/13/2011 11:27 AM

Started On: 01/11/2011 08:55 PM

Oakwood Land Development
PO Box 146
Anoka, MN 55303

December 7, 2010

Mr. Tim Himmer
City Engineer
City of Ramsey
7500 Sunwood Drive
Ramsey, MN 55303

RE: Purchase of fill material

Dear Mr, Himmer;

We are in the process of evaluating the feasibility of creating a wetland complex near Elmcrest Park. We know there are many issues, which must be resolved before the project can begin. These issues include obtaining the required permits, soil evaluation, hydrology of the area, and wetland system design.

If the project proves to be feasible and we are granted all of the required permits and we move forward on the project, we will generate a significant amount of excess material, which will need to be taken off the site.

The purpose of this letter is request information as to the City of Ramsey's level of interest in purchasing some or all of the excess material. I have enclosed a soil-boring log, which shows the type of soil found on the site. We would not excavate any of the heavy clay material show on the boring log. The only exported soil would be the POORLY GRADED SAND. All of the exported soil would come from areas, which were sampled by sample ST-1, ST-2 and ST-5.

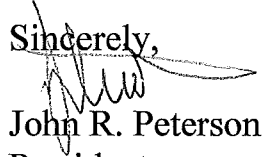
My early cost estimates suggest that we could deliver and place compacted material to your Towne Center site for approximately \$6.00 per cubic yard. We expect to generate between 50,000 and 80,000 cubic yard of compactable material.

We would anticipate working on permits throughout the winter and early spring and beginning construction in the summer of 2011.

Would you please give me an assessment of the City of Ramsey's level of interest in this potential project?

Please call me anytime at 763-286-3389 if you would like to discuss the project.

Sincerely,



John R. Peterson
President

Date: 01/18/2011

Information

Title:

Consider Award of a Contract for Engineering Services to Perform the City's Required Annual Bridge Inspections and Rreporting.

Background:

It has recently come to the our attention that the City's Team Leader bridge inspection certification has expired, or is no longer valid due to the recent loss of our staff liaison. We are currently working through the process to come into compliance with the required state inspections and certifications of the 4 bridges within our jurisdiction, but it will take some time to resolve this matter. In the short term we are requesting approval to consult these services for the 2011 calendar year, with the intention of securing the required certifications prior to 2012.

Staff has solicited proposals from 3 engineering firms, and contacted Anoka County to gauge their interest in performing the City's inspections for 2011 since they have the appropriate certified staff members. Of the 3 firms contacted only 1 had the appropriate certifications to perform the required inspections, but from those points of contact another firm was recommended as having performed those services for them as a subconsultant. Anoka County stated that they could not assist the City at this time because it is not a service they perform for other municipalities within their jurisdiction, and they had concerns with work load and liability issues. Attached are 2 proposals that staff has received related to this matter. References are being verified at the present time and additional information will be available at the PW Committee meeting for discussion and consideration.

Notification:

Observations:

This item is on the Public Works agenda for consideration as these inspections need to be completed, and the appropriate reporting finalized by mid-Feruary. It is anticipated that it will be forwarded for Council consideration at the next available meeting on January 25th.

Funding Source:

Funding is proposed to come from the engineering department's miscellaneous professional services budget.

Staff Recommendation:

Staff recommends the award of an engineering services contract to perform the City's required bridge inspections for 2011.

Committee Action:

Motion to recommend to the City Council award of a contract for engineering services to perform the City's required bridge inspections for 2011.

Attachments

Erickson proposal

Kimley Horn proposal

Form Review

Inbox
Brian Olson

Reviewed By
Brian Olson

Date
01/13/2011 11:44 AM

Kurt Ulrich

Amy Dietl

01/13/2011 01:42 PM

Form Started By: Tim Himmer

Started On: 01/12/2011 01:56 PM

Final Approval Date: 01/13/2011



ERICKSON ENGINEERING

9330 James Ave S, Bloomington, MN 55431 • 952-929-6791 • 800-545-8020 • fx 952-929-2909 • www.erickson-eng.com

ENGINEERING AGREEMENT
BETWEEN
CITY OF RAMSEY
AND
ERICKSON ENGINEERING COMPANY, LLC

ERICKSON ENGINEERING COMPANY, LLC, hereinafter called the Consultant, agrees to provide engineering services to the City of Ramsey, hereinafter called the Client, for bridges 02561, 02569, 02J17, and 02J42. The engineering services to be performed will consist of performing bridge safety inspections.

SERVICES TO BE PERFORMED

1.0 BRIDGE SAFETY INSPECTIONS

1.1 The Consultant shall conduct a safety inspection for each of the 4 bridges listed on the Client's and Mn/DOT's inventory. The inspections will be performed in accordance with National Bridge Inspection Standards (NBIS) regulations, and will be performed by a certified Team Leader. The Consultant shall also provide a certified Project Manager to approve the safety inspection reports.

COMPENSATION

Compensation in full for the work described will be on an hourly basis, which includes the Consultant's profit. The Fee Schedule (Schedule 1A) is attached to and a part of this agreement. The Consultant will also be reimbursed for any direct expenses incurred in the performance of the work.

Payment for the work listed in this agreement will be as follows:

Progressive payments for the work described may be requested as the work is completed. The progressive payments will be due upon presentation of the Consultant's invoice.

If this agreement is canceled by the Client, the Consultant may request payment for all work performed up to the cancellation date. Payment for fully completed work will be as outlined previously. Partially completed work will be invoiced on an hourly basis. The total amount for the partially completed work will not exceed the amount which would have been due had the work been fully completed. All payments requested are due when invoiced.

If the Client requests that the Consultant perform work other than listed in this agreement, or if any additional services are required due to revisions in Minnesota Department of Transportation, Federal Highway Administration, American Association of State Highway and Transportation Officials', or Client standards and specifications, then the Consultant may request reimbursement for such work. Compensation to the Consultant will be on an hourly basis (see attached Schedule 1A) unless otherwise agreed to in writing by both the Consultant and the Client. The reimbursement requested will be due upon presentation of the Consultant's invoice.

SCHEDULE OF SERVICES

The schedule of services of this agreement is set forth in the attached Schedule 1B.

GENERAL CONDITIONS

Section 1. Scope of Professional Engineering Services

The Consultant agrees to provide engineering services when requested and authorized by the Client. These services are outlined in services to be performed. Unless otherwise stated in this agreement, compensation for these services will be at the rates stated in schedule 1A (attached).

Section 2. Responsibilities of the Consultant

2.1 The Consultant shall maintain, during the life of the contract, professional liability Insurance in the amount of \$1,000,000 (one million dollars). If the Client requests additional insurance, the Consultant shall purchase such insurance if available. The cost to purchase additional insurance will be charged to the Client.

2.2 The Consultant shall not be responsible for the failure of others to perform in accordance with other contracts. The Consultant's services do not relieve others of their responsibilities.

Section 3. Responsibilities of the Client

All known information applying to the site and services provided by the Consultant will be made available to the Consultant by the Client. The Client shall immediately inform the Consultant of new information which may be in conflict with previous information regarding the site or Consultant services. The Consultant has a right to depend on documents supplied by the Client.

Section 4. Other Damages

The Consultant and the Client shall not be liable to each other for any incidental, consequential, or special damage, relating to the Consultant's services. This includes business interruption, good will, or loss of anticipated profits.

Section 5. Termination

This agreement may be terminated by either party by giving fourteen days written notice to the other party. Upon termination, the Client shall pay the Consultant for costs incurred to the date of termination, including termination costs and other obligations and commitments incurred in providing services. All obligations and liabilities between the parties will terminate upon payment. These costs are payable under the contract when invoiced.

Section 6. Document Ownership

The Client acknowledges the Consultant's construction documents as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement will become the property of the Client upon completion of the work and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the plans and specifications without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of unauthorized reuse or modification of the construction documents by the Client or any person or entity that acquires or obtains the plans and specifications from or through the Client without written authorization of the Consultant.

Section 7. Party Relationship

The Consultant shall act solely as an independent contractor. The Client and the Consultant may not enter into any agreement or assume any obligation for the other.

Section 8. Force Majeure

The Consultant shall not be liable for failure to perform due to circumstances beyond the Consultant's control. These may include, but are not limited to, wars, floods, strikes,

riots, fire, acts of nature, or inability to obtain equipment or material. In the event of such circumstances the time of performance will be extended sufficiently to overcome the effects of such events.

Section 9. Successors and Assigns

The Consultant and Client each binds itself, its successors, and assigns to the other party of this agreement and to the successors and assigns of the other party with respect to all provisions of this agreement.

Section 10. Entire Agreement

This agreement represents the entire understanding between the Client and the Consultant. No change of the terms or conditions of this agreement will be binding on either party unless these changes are in writing and signed by an authorized representative of both parties.

Section 11. Applicable Law

This agreement will be governed by the laws of the State of Minnesota.

Section 12. AA/EEO

The Consultant is an Affirmative Action and Equal Employment Opportunity Employer.

Section 13. Dispute Resolution

In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Consultant agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal non-binding mediation conducted in accordance with rules and procedures to be agreed upon by the parties, unless the parties mutually agree otherwise.

Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to allow the mediator to help select an alternative resolution method.

THE CLIENT AND ERICKSON ENGINEERING COMPANY, LLC, AGREE AS SET FORTH ABOVE

For the Client:

City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Signature

Title

Date

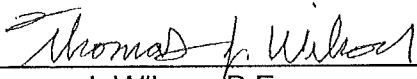
Signature

Title

Date

For the Consultant:

Erickson Engineering Company, LLC
9330 James Avenue South
Bloomington, MN 55431



Thomas J. Wilson, P.E.

Vice President

Title

1-12-11

Date

SCHEDULE 1A

TITLE	RATE/HR
Vice President	\$160.00
Engineering Manager	\$140.00
Senior Project Manager	\$110.00
Project Manager	\$100.00
Project Engineer	\$ 90.00
Design Engineer	\$ 75.00
Drafting Manager	\$100.00
Engineering Technician III	\$ 95.00
Engineering Technician II	\$ 85.00
Engineering Technician I	\$ 75.00
Certified Inspector II	\$ 85.00
Certified Inspector I	\$ 80.00
Mileage Rate	\$ 0.51/mile

Rates will be adjusted annually to meet changes in the COST OF LIVING INDEX published by the U.S. Government.

SCHEDULE 1B

<u>TASK</u>	<u>COMPLETION DATE</u>
1.1 Safety Inspections	January 31, 2011



Kimley-Horn
and Associates, Inc.

December 14, 2010

■
Suite 345N
2550 University Avenue West
St. Paul, Minnesota
55114

Mr. Tim Himmer, P.E.
City Engineer
City of Ramsey
7550 Sunwood Drive NW
Ramsey, MN 55303

Re: Ramsey Bridge Safety Inspection Services

Dear Mr. Himmer:

Kimley-Horn and Associates, Inc. is pleased to submit this letter agreement to the City of Ramsey for providing Bridge Safety Inspection services. Our project understanding, scope of services, schedule, and fee are below.

Project Understanding

Mn/DOT requires regular routine inspections of all bridges within the state. According to the Mn/DOT database, the City of Ramsey is responsible for the inspection of three bridges. The City also inspects another bridge that provides a wildlife crossing of a roadway. The goals of this project are:

- Inspect the four structures to observe the condition of the bridge
- Document the findings according to Mn/DOT & FHWA guidelines
- Provide recommendations to extend the service life of the bridge
- Update bridge inspection frequency to be compliant with Mn/DOT policy

Scope of Services

Kimley-Horn will provide routine bridge safety inspections for the City's four bridges in accordance with Mn/DOT and FHWA guidelines as directed in the National Bridge Inspection Standards (NBIS). Matt Jensen P.E., a Mn/DOT certified Bridge Inspection Team Leader, will provide a routine inspection of each bridge with a member of the Ramsey Public Works staff. The following table identifies the bridges that are required by Mn/DOT to be inspected this cycle:

Bridge No.	Description	Last Inspected	Inspection Frequency
02561	Sunwood Drive over County Ditch 43	Jan 2010	12 month
02569	Rhinestone Street over Pond	Jan 2010	12 month
02J17	Sunwood Drive over Swamp Drainage	Jan 2010	12 month

We will review the inspection frequencies of the four structures to determine the correct inspection frequency for each bridge, and if desired, add the wildlife crossing bridge to the Mn/DOT database.

■
TEL 651 645 4197
FAX 651 645 5116



After completion of the field work, Kimley-Horn will update and prepare the Mn/DOT Pontis inspection report for the bridges. These reports will be submitted to the City for review and sent to Mn/DOT. Kimley-Horn will summarize the inspection findings into a letter report to the City, including minor maintenance recommendations.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- In-depth bridge inspection
- Design and plan preparation for bridge maintenance and repair activities

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by KHA during the project, including but not limited to the following:

- Bridge Construction Plans or Record Drawings (if available)
- Previous Inspection and Inventory Reports

Schedule

We will provide our services within a reasonable length of time. Final Pontis reports will be delivered to Mn/DOT no later than February 15, 2011.

Fee and Billing

KHA will not exceed the total maximum labor fee shown without authorization from the Client.

Labor fee will be billed according to the attached rate schedule, which is subject to annual adjustment. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing. Administrative time related to the project may be billed hourly.

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer to the City of Ramsey.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one





copy, and return the other to us. Fees and times stated in this Agreement are valid for thirty (30) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me at (651) 643-0473 if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.


Matthew D. Jensen, P.E.
Project Manager


Job B. Horn, P.E.
Vice President

Attachment – Standard Provisions

Agreed to this ____ day of _____, _____.

City of Ramsey

By:

(Title)

(Print or Type Name)

Attest:

(Title)

(Print or Type Name)

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at cost.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically, via regular mail or email, for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services until all amounts due are paid in full.
- (b) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing.
- (c) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (d) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the

Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Any authorization or adaptation will entitle the Consultant to further compensation at rates to be agreed upon by the Client and the Consultant. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Only printed copies of documents conveyed by the Consultant may be relied upon. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any material change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(8) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(9) **Standard of Care.** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(10) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for lost profits or consequential damages, for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 10 is intended solely to limit the remedies available to the Client, and nothing in this Section 10 shall require the Client to indemnify the Consultant.

(11) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(12) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(13) Hazardous Substances and Conditions.

(a) Services related to determinations involving hazardous substances or conditions, as defined by federal or state law, are limited to those tasks expressly stated in the scope of services. In any event, Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation.

(b) The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated. The parties shall decide if Consultant is to proceed with its services and if Consultant is to conduct testing and evaluations, and the parties may enter into further agreements as to the additional scope, fee, and terms for such services.

(14) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(15) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(16) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(17) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Minnesota. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.