

**DEMONSTRATION ACCOUNT
PRE-DEVELOPMENT GRANT PROGRAM
TRANSIT ORIENTED DEVELOPMENT (TOD) PROGRAM**

GRANTEE: City of Ramsey	GRANT NO. SG011-200
PROJECT: Mississippi Skyway	
GRANT AMOUNT: \$100,000	FUNDING CYCLE: 2012
COUNCIL ACTION: December 12, 2012	EXPIRATION DATE: December 31, 2014

**METROPOLITAN LIVABLE COMMUNITIES ACT
GRANT AGREEMENT**

THIS GRANT AGREEMENT (“Agreement”) is made and entered into by the Metropolitan Council (“Council”) and the Municipality, County or Development Authority identified above as “Grantee.”

WHEREAS, Minnesota Statutes section 473.251 creates the Metropolitan Livable Communities Fund, the uses of which fund must be consistent with and promote the purposes of the Metropolitan Livable Communities Act (“LCA”) and the policies of the Council’s Metropolitan Development Guide; and

WHEREAS, Minnesota Statutes sections 473.251 and 473.253 establish within the Metropolitan Livable Communities Fund a Livable Communities Demonstration Account and require the Council to use the funds in the account to make grants or loans to municipalities participating in the Local Housing Incentives Program under Minnesota Statutes section 473.254 or to Counties or Development Authorities to fund the initiatives specified in Minnesota Statutes section 473.25(b) in Participating Municipalities; and

WHEREAS, the Council has established an LCA Transit Oriented Development (“TOD”) program to help leverage the metropolitan area’s public investment in its transit infrastructure; and

WHEREAS, the Grantee is a Municipality participating in the Local Housing Incentives Account program under Minnesota Statutes section 473.254, a County or a Development Authority; and

WHEREAS, the Council allocated a portion of its Livable Communities Demonstration Account funds to a pre-development TOD grant program to help Municipalities implement community development objectives and comprehensive plan components that promote high-density, mixed-use development adjacent to transit stations using pedestrian-friendly design standards; and

WHEREAS, the Grantee seeks funding in connection with an application for Livable Communities Demonstration Account Pre-Development TOD Grant Program funds submitted in response to the Council’s notice of availability of grant funds for the “Funding Cycle” identified above and will use the grant funds made available under this Agreement to help fund the “Pre-Development TOD Project” within the “Project Area” as described in the application; and

**DEMONSTRATION ACCOUNT
PRE-DEVELOPMENT GRANT PROGRAM
TRANSIT ORIENTED DEVELOPMENT (TOD) PROGRAM**

WHEREAS, the Grantee represented in its application that certain land use guidelines or official controls and other required threshold criteria were in place at the time of the application or that certain land use guidelines and official controls and other required threshold criteria would be in place within thirty-six (36) months from the date of the "Council Action" identified above; and

WHEREAS, the Council awarded Livable Communities Demonstration Account Pre-Development TOD Grant Program funds to the Grantee subject to any terms, conditions and clarifications stated in its Council Action, and with the understanding that the Pre-Development TOD Project described in the application will proceed to completion in a timely manner, that all grant funds will be expended prior to the "Expiration Date" identified above, and that the land use guidelines and official controls and other required threshold criteria identified in the Grantee's application currently are in place or will be in place as stated in the Grantee's application.

NOW THEREFORE, in reliance on the above statements and in consideration of the mutual promises and covenants contained in this Agreement, the Grantee and the Council agree as follows:

I. DEFINITIONS

1.01. Definition of Terms. The terms defined in this section have the meanings given them in this section unless otherwise provided or indicated by the context.

- (a) **Council Action.** "Council Action" means the action or decision of the governing body of the Metropolitan Council, on the meeting date identified at Page 1 of this Agreement, by which the Grantee was awarded Livable Communities Demonstration Account Pre-Development TOD Grant Program funds.
- (b) **County.** "County" means Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington Counties.
- (c) **Development Authority.** "Development Authority" means a statutory or home rule charter city, a housing and redevelopment authority, an economic development authority, or a port authority in the Metropolitan Area.
- (d) **Future TOD Development Project.** "Future TOD Development Project" means the future TOD development project described in the Grantee's application for Demonstration Account Pre-Development TOD Grant Program funds that through its design and execution will deliver benefits such as housing, connections, and/or jobs to the region. The Future Development TOD Project for which the grant funds were awarded must be undertaken within the Project Area. The Future TOD Development Project may recognize or acknowledge regional park lands and regional trails that cross through or are located adjacent to the Project Area, but the Pre-Development TOD Project may not include regional park lands.
- (e) **Metropolitan Area.** "Metropolitan Area" means the seven-county metropolitan area as defined by Minnesota Statutes section 473.121, subdivision 2.

**DEMONSTRATION ACCOUNT
PRE-DEVELOPMENT GRANT PROGRAM
TRANSIT ORIENTED DEVELOPMENT (TOD) PROGRAM**

- (f) **Municipality.** “Municipality” means a statutory or home rule charter city or town participating in the Local Housing Incentives Account Program under Minnesota Statutes section 473.254.
- (g) **Named TOD Area.** “Named TOD Area” means the TOD area identified by name and location in the Grantee’s application for TOD program funds and in the Pre-Development TOD Project Summary attached to this Agreement.
- (h) **Participating Municipality.** “Participating Municipality” means a statutory or home rule charter city or town which has elected to participate in the Local Housing Incentive Account program and negotiated affordable and life-cycle housing goals for the Municipality pursuant to Minnesota Statutes section 473.254.
- (i) **Pre-Development TOD Project.** “Pre-Development TOD Project” means the grant-funded activities for which funding is requested in the Grantee’s application for Demonstration Account Pre-Development TOD Grant Program funds.
- (j) **Project Area.** “Project Area” means the specific geographic area within which the Future TOD Development Project must be undertaken and within which the Pre-Development TOD Project will be conducted as described in the Grantee’s application. The Project Area must be located within a “developed area,” a “developing area,” or a “rural growth center” as those terms are defined in the Council’s Metropolitan Development Guide. The Project Area cannot include regional park lands. The Project Area may include regional trails that cross through or are located adjacent to the Project Area, but neither the Future TOD Development Project nor the Pre-Development TOD Project may provide for the alteration or elimination of any regional park lands or trails.
- (k) **Transit Oriented Development.** “Transit Oriented Development” means high-density, mixed-use development adjacent to transit stations using pedestrian-friendly design standards.

II. GRANT FUNDS

2.01. Source of Funds. The grant funds made available to the Grantee under this Agreement are from the Livable Communities Demonstration Account of the Metropolitan Livable Communities Fund. The grant funds are derived from the property tax authorized by Minnesota Statutes section 473.253, subdivision 1 and are not from federal sources.

2.02. Total Grant Amount. The Council will grant to the Grantee the “Grant Amount” identified at Page 1 of this Agreement. Notwithstanding any other provision of this Agreement, the Grantee understands and agrees that any reduction or termination of Livable Communities Demonstration Account TOD program grant funds made available to the Council may result in a like reduction in the Grant Amount made available to the Grantee.

2.03. Local Funding Match. The Grantee must provide a local match contribution that equals at least twenty-five percent (25%) of the Grant Amount identified at Page 1 of this Agreement. The local match contribution may be one or more of the following: cash; in-kind staff services, if the staff time is specifically allocated to conducting or completing grant-eligible Pre-Development TOD Project activities; or cash or in-kind contributions from partners that are specific to grant-

**DEMONSTRATION ACCOUNT
PRE-DEVELOPMENT GRANT PROGRAM
TRANSIT ORIENTED DEVELOPMENT (TOD) PROGRAM**

eligible Pre-Development TOD Project activities. Local match contributions must cover grant-eligible Pre-Development TOD Project activities, and they must be contributed after the date of the Council Action and before the Expiration Date identified at Page 1 of this Agreement. The local match contribution may be allocated among different grant-eligible activities of the Pre-Development TOD Project.

2.04. Authorized Use of Grant Funds. The Grant Amount made available to the Grantee under this Agreement shall be used only for the purposes and activities described in the application for Livable Communities Demonstration Account Pre-Development TOD Grant Program funds. A Pre-Development TOD Project Summary that describes eligible uses of the grant funds as approved by the Council is attached to and incorporated into this Agreement as Attachment A. Grant funds must be used to fund the initiatives specified in Minnesota Statutes section 473.25(b), in a Participating Municipality.

2.05. Ineligible Uses. Grant funds must be used for costs directly associated with the Pre-Development TOD Project activities for which the Council awarded grant funds and shall not be used for: land acquisition, demolition, infrastructure, or construction costs; administrative overhead; travel expenses, food or beverages; legal fees; insurance; bonds; permits, licenses or authorization fees; costs associated with preparing other grant proposals; operating expenses, other than staff time used as in-kind local match contributions; planning costs that are not identified as eligible grant-funded activities in the *2012 TOD Grants Application Guide* (updated 7/30/12 & 8/1/12), including comprehensive planning costs; prorated lease and salary costs; and marketing expenses. Grant funds may not be used for Pre-Development TOD Project costs that occurred prior to the grant award. A detailed list of ineligible and eligible costs is available from the Council's Livable Communities program office. Grant funds also shall not be used by the Grantee or others to supplant or replace: (a) grant or loan funds obtained for the Pre-Development TOD Project from other sources; or (b) Grantee contributions to the Pre-Development TOD Project, including financial assistance or other resources of the Grantee. The Council shall bear no responsibility for cost overruns which may be incurred by the Grantee or others in the implementation or performance of the Pre-Development TOD Project activities. The Grantee agrees to comply with any "business subsidy" requirements of Minnesota Statutes sections 116J.993 to 116J.995 that apply to the Grantee's expenditures or uses of the grant funds.

2.06. Restrictions on Loans. The Grantee shall not use the grant funds to make loans to any subgrantee or subrecipient, and the Grantee shall not permit any subgrantee or subrecipient to use the grant funds for loans to any subrecipient at any tier. The requirements of this Section 2.06 shall be included in all subgrant and subrecipient agreements.

2.07. Pre-Development TOD Project Changes. The Grantee must promptly inform the Council in writing of any significant changes to the Pre-Development TOD Project activities described in Attachment A. Failure to inform the Council of any significant changes to the Pre-Development TOD Project or significant changes to grant-funded Pre-Development TOD Project activities, and use of grant funds for ineligible or unauthorized purposes, will jeopardize the Grantee's eligibility for future LCA awards. Grant funds will not be disbursed prior to Council approval of significant changes to the Pre-Development TOD Project or the grant-funded activities described in Attachment A.

DEMONSTRATION ACCOUNT
PRE-DEVELOPMENT GRANT PROGRAM
TRANSIT ORIENTED DEVELOPMENT (TOD) PROGRAM

2.08. Budget Variance. A variance of twenty percent (20%) in the budget amounts for grant-funded activities identified in Attachment A shall be considered acceptable without Council approval, provided no budget amount for any individual grant-funded activity may be increased or decreased by more than twenty percent (20%) from the budget amount identified in Attachment A. Budget variances any individual grant-funded activity identified in Attachment A exceeding twenty percent (20%) will require Council approval. Notwithstanding the aggregate or net effect of any variances, the Council's obligation to provide grant funds under this Agreement shall not exceed the Grant Amount identified at Page 1 of this Agreement.

2.09. Loss of Grant Funds. The Grantee agrees to remit to the Council in a prompt manner: any unspent grant funds, including any grant funds that are not expended prior to the Expiration Date identified at Page 1 of this Agreement; any grant funds that are not used for the authorized purposes; and any interest earnings described in Section 2.11 that are not used for the purposes of implementing the grant-funded Pre-Development TOD Project activities described in Attachment A. For the purposes of this Agreement, grant funds are "expended" prior to the Expiration Date if the Grantee pays or is obligated to pay for expenses of eligible grant-funded Pre-Development TOD Project activities that occurred prior to the Expiration Date and the eligible expenses were incurred prior to the Expiration Date. Unspent or unused grant funds and other funds remitted to the Council shall revert to the Council's Livable Communities Demonstration Account for distribution through application processes in future Funding Cycles or as otherwise permitted by law.

2.10. Payment Request Forms and Disbursements. The Council will disburse grant funds in response to written payment requests submitted by the Grantee and reviewed and approved by the Council's authorized agent. Written payment requests shall be made using payment request forms, the form and content of which will be determined by the Council. Payment request and other reporting forms will be provided to the Grantee by the Council. The Council will disburse grant funds on a reimbursement basis or a "cost incurred" basis. The Grantee must provide with its written payment requests documentation that shows grant-eligible Pre-Development TOD Project activities (or components of grant-eligible activities) actually have been completed. The Grantee must provide documentation of the local match contribution required under Section 2.03. Subject to verification of each payment request form (and its documentation) and approval for consistency with this Agreement, the Council will disburse a requested amount to the Grantee within two (2) weeks after receipt of a properly completed and verified payment request form.

2.11. Interest Earnings. If the Grantee earns any interest or other income from the grant funds received from the Council under this Agreement, the Grantee will use the interest earnings or income only for the purposes of implementing the Pre-Development TOD Project activities described in Attachment A.

III. ACCOUNTING, AUDIT AND REPORT REQUIREMENTS

3.01. Accounting and Records. The Grantee agrees to establish and maintain accurate and complete accounts and records relating to the receipt and expenditure of all grant funds received from the Council. Notwithstanding the expiration and termination provisions of Sections 4.01 and 4.02, such accounts and records shall be kept and maintained by the Grantee for a period of six (6) years following the completion of the Pre-Development TOD Project activities described in

**DEMONSTRATION ACCOUNT
PRE-DEVELOPMENT GRANT PROGRAM
TRANSIT ORIENTED DEVELOPMENT (TOD) PROGRAM**

Attachment A or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Accounting methods shall be in accordance with generally accepted accounting principles.

3.02. Audits. The above accounts and records of the Grantee shall be audited in the same manner as all other accounts and records of the Grantee are audited and may be audited or inspected on the Grantee's premises or otherwise by individuals or organizations designated and authorized by the Council at any time, following reasonable notification to the Grantee, for a period of six (6) years following the completion of the Pre-Development TOD Project activities or six (6) years following the expenditure of the grant funds, whichever occurs earlier. Pursuant to Minnesota Statutes section 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Grantee that are relevant to this Agreement are subject to examination by the Council and either the Legislative Auditor or the State Auditor, as appropriate, for a minimum of six (6) years.

3.03. Report Requirements. The Grantee will report to the Council on the status of the Pre-Development TOD Project activities described in Attachment A, implementation of the land use guidelines and official controls and other required threshold criteria identified in the Grantee's application, and the expenditures of grant funds. Submission of properly completed payment request forms (with proper documentation) required under Section 2.10 will constitute periodic status reports. However, if the Grantee has not submitted any payment request forms during the first three months of the term of this Agreement, the Grantee must submit quarterly reports prior to the Grantee's first draw request. The Grantee also must complete and submit to the Council a grant activity closeout report. The closeout report form must be submitted within 120 days after the expiration or termination of this Agreement, whichever occurs earlier. Within 120 days after the Expiration Date, the Grantee must complete and submit to the Council a certification of expenditures of funds form signed by the Grantee's chief financial officer or finance director. The form and content of the closeout report and the certification form will be determined by the Council. These reporting requirements shall survive the expiration or termination of this Agreement.

IV. AGREEMENT TERM

4.01. Term. This Agreement is effective upon execution of the Agreement by the Council. Unless terminated pursuant to Section 4.02, this Agreement expires on the "Expiration Date" identified at Page 1 of this Agreement. Notwithstanding Section 4.03, the two-year term of this Agreement may not be extended by amendment or otherwise. **ALL GRANT FUNDS NOT EXPENDED BY THE GRANTEE PRIOR TO THE EXPIRATION DATE SHALL REVERT TO THE COUNCIL.**

4.02. Termination. This Agreement may be terminated by the Council for cause at any time upon fourteen (14) calendar days' written notice to the Grantee. Cause shall mean a material breach of this Agreement and any amendments of this Agreement. If this Agreement is terminated prior to the Expiration Date, the Grantee shall receive payment on a pro rata basis for eligible Pre-Development TOD Project activities described in Attachment A that have been completed prior to the termination. Termination of this Agreement does not alter the Council's authority to recover grant funds on the basis of a later audit or other review and does not alter the Grantee's obligation to return any grant funds due to the Council as a result of later audits or corrections. If the Council determines the Grantee has failed to comply with the terms and conditions of this Agreement and the applicable provisions of the Metropolitan Livable Communities Act, the Council may take any

DEMONSTRATION ACCOUNT
PRE-DEVELOPMENT GRANT PROGRAM
TRANSIT ORIENTED DEVELOPMENT (TOD) PROGRAM

action to protect the Council's interests and may refuse to disburse additional grant funds and may require the Grantee to return all or part of the grant funds already disbursed.

4.03. Amendments. The Council and the Grantee may amend this Agreement by mutual agreement. Amendments of this Agreement shall be effective only on the execution of written amendments signed by authorized representatives of the Council and the Grantee.

V. GENERAL PROVISIONS

5.01. Equal Opportunity. The Grantee agrees it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, sexual orientation or age and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

5.02. Conflict of Interest. The members, officers and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

5.03. Liability. Subject to the limitations provided in Minnesota Statutes chapter 466, to the fullest extent permitted by law, the Grantee shall defend, indemnify and hold harmless the Council and its members, employees and agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the conduct or implementation of the Pre-Development TOD Project activities funded by this grant, except to the extent the claims, damages, losses and expenses arise from the Council's own negligence. Claims included in this indemnification include, without limitation, any claims asserted pursuant to the Minnesota Environmental Response and Liability Act (MERLA), Minnesota Statutes chapter 115B, the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, United States Code, title 42, sections 9601 *et seq.*, and the federal Resource Conservation and Recovery Act of 1976 (RCRA) as amended, United States Code, title 42, sections 6901 *et seq.* This obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which otherwise would exist between the Council and the Grantee. The provisions of this section shall survive the expiration or termination of this Agreement. This indemnification shall not be construed as a waiver on the part of either the Grantee or the Council of any immunities or limits on liability provided by Minnesota Statutes chapter 466, or other applicable state or federal law.

5.04. Acknowledgments and Signage. The Grantee will acknowledge the financial assistance provided by the Council in promotional materials, press releases, reports and publications relating to the Pre-Development TOD Project and the Future TOD Development Project. The acknowledgment will contain the following or similar language:

*Funding support for this project was provided by the Metropolitan
Council Metropolitan Livable Communities Fund.*

DEMONSTRATION ACCOUNT
PRE-DEVELOPMENT GRANT PROGRAM
TRANSIT ORIENTED DEVELOPMENT (TOD) PROGRAM

Until the Future TOD Development Project is completed, the Grantee shall ensure the above acknowledgment language, or alternative language approved by the Council's authorized agent, is included on all signs (if any) located at the Future TOD Development Project or construction sites that identify project funding partners or entities providing financial assistance for the Future TOD Development Project. The acknowledgment and signage should refer to the "Metropolitan Council" (not "Met Council" or "Metro Council").

5.05. Permits, Bonds and Approvals. The Council assumes no responsibility for obtaining any applicable local, state or federal licenses, permits, bonds, authorizations or approvals necessary to perform or complete any Pre-Development TOD Project activities described in Attachment A.

5.06. Subgrantees, Contractors and Subcontractors. The Grantee shall include in any subgrant, contract or subcontract for Pre-Development TOD Project activities appropriate provisions to ensure subgrantee, contractor and subcontractor compliance with all applicable state and federal laws and this Agreement. Along with such provisions, the Grantee shall require that contractors and subcontractors performing work covered by this grant comply with all applicable state and federal Occupational Safety and Health Act regulations.

5.07. Stormwater Discharge and Water Management Plan Requirements. To the extent appropriate, the Pre-Development TOD Project should include consideration of stormwater discharge and water management plan requirements in federal and state laws, the Council's *2030 Water Resources Management Policy Plan* and the local water management plan(s) for the jurisdiction(s) within which the Project Area is located.

5.08. Authorized Agent. Payment request forms, written progress reports and correspondence submitted to the Council pursuant to this Agreement shall be directed to:

Metropolitan Council
Attn: LCA Grants Administration
390 Robert Street North
Saint Paul, Minnesota 55101-1805

5.09. Non-Assignment. Minnesota Statutes section 473.253, subdivision 2 requires the Council to distribute grant funds to eligible "municipalities," metropolitan-area counties or "development authorities" for projects in municipalities participating in the Local Housing Incentives Account program. Accordingly, this Agreement is not assignable and shall not be assigned by the Grantee.

5.10. Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Council represent and warrant on the Grantee's and the Council's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Council's behalf respectively and that this Agreement constitutes the Grantee's and the Council's valid, binding and enforceable agreements.

**DEMONSTRATION ACCOUNT
PRE-DEVELOPMENT GRANT PROGRAM
TRANSIT ORIENTED DEVELOPMENT (TOD) PROGRAM**

IN WITNESS WHEREOF, the Grantee and the Council have caused this Agreement to be executed by their duly authorized representatives. This Agreement is effective on the date of final execution by the Council.

GRANTEE

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

METROPOLITAN COUNCIL

By: _____

Guy Peterson, Director
Community Development Division

Date: _____



ATTACHMENT A

PRE-DEVELOPMENT TOD PROJECT SUMMARY

This attachment comprises this page and the succeeding page(s) which contain(s) a summary of the Pre-Development TOD Project described in the application for Livable Communities Demonstration Account TOD program grant funds submitted in response to the Council's notice of availability of Demonstration Account Pre-Development TOD Grant Program funds for the Funding Cycle identified at Page 1 of this Agreement. The summary reflects the Pre-Development TOD Project activities for which the Grantee was awarded grant funds by the Council Action, and may reflect changes in Pre-Development TOD Project funding sources, changes in funding amounts, or minor changes in the proposed Pre-Development TOD Project that occurred subsequent to application submission. The application is incorporated into this Agreement by reference and is made a part of this Agreement as follows. If the application or any provision of the application conflicts with or is inconsistent with the Council Action, other provisions of this Agreement, or the Pre-Development TOD Project Summary contained in this Attachment A, the terms, descriptions and dollar amounts reflected in the Council Action or contained in this Agreement and the Pre-Development TOD Project Summary shall prevail. For the purposes of resolving conflicts or inconsistencies, the order of precedence is: (1) the Council Action; (2) this Agreement; (3) the Pre-Development TOD Project Summary; and (4) the grant application.

Transit Oriented Development Project Summary

Type:	TOD Pre-Development	Grant #: SG011-200
Applicant	City of Ramsey	
Project Name	Mississippi Skyway	
Project Location	7600 Veterans Drive Northwest, Ramsey	
Council District	9 - Edward Reynoso	TOD Named Area: Ramsey Station

Funding

Requested amount	\$100,000	Recommended amount	\$100,000
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Project Detail:

Project summary	This TOD project will position the Metropolitan Council, Ramsey and the National Park Service to compete successfully for the Paul S. Sarbanes grant – an FTA program for multi-modal connections to National Park destinations. The bridge will connect the rail station and parking ramp to Ramsey's trail and sidewalk system, to Mississippi National River and Recreation Area (MNRRA), the Mississippi River Trail, and the Central Anoka County Regional Trail. Further, creating efficient pedestrian access to the planned Mississippi West Regional Park, the COR and transit will allow residents throughout the metro to access this 273-acre natural resource-based regional park and the 72-mile MNRRA. Additionally, by providing access to the COR from the south side of the highway, the City forecasts Ramsey's ridership at the Northstar stop will increase due to connectivity by bicycle from the existing residential area.
Comments/ Demonstration Value	This skyway will provide a linkage between the development in the COR area and the commuter rail station to a regional park and recreation area.

Use of Funds

Amount	Uses to be completed by 4/30/2015
\$35,000	Geotechnical soil analysis and documentation
30,000	Alternatives analysis, with clear graphics to communicate design ideas
35,000	Design workshops to complete the planning process, secure approvals on final alignment, coordinate with all agencies, refine plan layout and detail design to receive Mn/DOT approval
\$100,000	Total