

**City of Ramsey**  
**Agenda**  
**Public Works Committee**  
**Tuesday September 15, 2015**  
**6:00 pm**  
**Lake Itasca Room, 7550 Sunwood Drive NW**

- 1. Call to Order**
- 2. Citizen Input**
- 3. Approve Agenda**
- 4. Approve Minutes**
  1. Approve Public Works Committee Meeting Minutes
- 5. Committee Business**
  1. Consideration of Request to Reconstruct Stormwater Treatment Improvements at Sunfish Lake
  2. Consideration of Recommending City Council Approval of Master Partnership Contract with Minnesota Department of Transportation for TH 47 Pedestrian Crossing Improvements
- 6. Committee/Staff Input**
- 7. Adjournment**

**Public Works Committee**

4. 1.

**Meeting Date:** 09/15/2015

**Submitted For:** Grant Riemer, Engineering/Public Works

**By:** MaryJo Warner, Engineering/Public Works

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**Title:**

Approve Public Works Committee Meeting Minutes

**Purpose/Background:**

To review and approve the meeting minutes of June 16, 2015.

**Timeframe:**

5 minutes

**Observations/Alternatives:**

n/a

**Funding Source:**

n/a

**Recommendation:**

To approve meeting minutes.

**Action:**

Motion to approve meeting minutes of June 16, 2015.

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**Attachments**

Minutes

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Grant Riemer	Grant Riemer	09/08/2015 12:01 PM
Kurt Ulrich	Kathy Schmitz	09/10/2015 04:12 PM
Form Started By: MaryJo Warner		Started On: 09/08/2015 10:45 AM
Final Approval Date: 09/10/2015		

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

The Public Works Committee conducted a regular meeting on Tuesday, June 16, 2015, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:     Chairperson Chris Riley  
                            Councilmember Jill Johns  
                            Councilmember Melody Shryock (arrived 6:05)

Also Present:         City Administrator Kurtis Ulrich  
                            Public Works Superintendent Grant Riemer  
                            City Engineer Bruce Westby  
                            Civil Engineer II Leonard Linton  
                            Alternate Councilmember Mark Kuzma

**1.     CALL TO ORDER**

Chairperson Riley called the regular meeting of the Public Works Committee to order at 6:00 p.m.

**2.     CITIZEN INPUT**

There was none.

**3.     APPROVE AGENDA**

Motion by Councilmember Johns, seconded by Councilmember Kuzma to approve the agenda, as presented.

Motion carried. Voting Yes: Chairperson Riley, Councilmembers Johns, and Kuzma. Voting No: None.

**4.     APPROVE MINUTES**

**4.01: Approve May 19, 2015, Meeting Minutes**

Motion by Councilmember Johns, seconded by Councilmember Kuzma, to approve the following minutes:

Regular Meeting Minutes dated May 19, 2015

Motion carried. Voting Yes: Chairperson Riley, Councilmembers Johns and Kuzma. Voting No: None.

## **5. COMMITTEE BUSINESS**

### **5.01: Consider Drainage Options for 173rd Avenue and Gibbon Street Area**

Civil Engineer II Linton reviewed the staff report and each of the options, noting that option 4 was added since this case was last discussed which would involve constructing a storm sewer outlet pipe south along the Gibbon Street ROW then west in the 173rd Avenue right of way to County Ditch 66. He said the wetland cannot be drained to make the water level lower than the homes lowest level. He explained that while option 4 may provide some relief, the groundwater levels might still rise high enough on occasion to result in wet basement issues for the Miske's and other homes in the area.

Chairperson Riley asked why it would not work to dig a hole.

Civil Engineer II Linton noted the natural level of the wetlands is a result of the groundwater table. If a hole was dug, the water level would be the same elevation as is expressed in the wetlands; it would not drop down. He stated it could provide more storage area. He related the action of the water in the hole to a cup and a serving bowl. Four inches of water in a little cup would fill it up, while the water level would be much lower in the serving bowl. The water is more spread out and shallow.

Councilmember Shryock arrived at 6:05 p.m.

Councilmember Johns inquired if the water will always be an issue in this area.

Civil Engineer II Linton responded in the affirmative.

Councilmember Johns asked how much water could be drained with piping added.

Civil Engineer II Linton answered he could not be sure. The existing elevations will remain and make water drainage difficult.

Chairperson Riley inquired whether the water table has risen over the course of time.

Civil Engineer II Linton responded it has changed.

City Engineer Westby noted the water level was very high in 2014. It does fluctuate. He said this issue will likely be a recurring problem without the pipe. He said the pipe will at least provide relief on a more routine basis.

Civil Engineer II Linton stated if there is a heavy rain, the water could back up before it runs off.

Councilmember Kuzma asked what the anticipated cost would be.

Civil Engineer II Linton answered the anticipated cost is \$250,000 to \$300,000. He pointed out this does not include easements, and cautioned that conflicts with underground utilities ~~could~~ becould be present in the selected alignment

City Engineer Westby suggested staff can pursue this option further as far as costs and feasibility if the Committee approves. He said they would obtain permission from the Miskes and other residents to look at the elevations. He said the best option is Option 4.

Cassandra Miske, 17421 Gibbon St NW, stated when they removed drywall in their basement, they could tell there was water damage in deeper layers. She commented Option 4 does look good. She said she is interested in anything that might help because she does not want to keep replacing doorjambes and more all the time. She mentioned that the house next door that is in foreclosure does not have any inhabitants. She said she talked with the owners and found the bank did not disclose the flooding. However, the bank did discuss septic issues.

Chairperson Riley commented since staff has to do more research on this option, and get more elevations, this seems to be the beginning of costs.

Ms. Miske inquired about the availability of grants that had been mentioned.

City Engineer Westby answered staff has looked into this online to see if any grants were available for this kind of project. Some grants are available for septic systems, but not for local flooding issues. He said staff can look into this further.

Chairperson Riley asked whether Anoka County is helpful in these situations.

Civil Engineer II Linton responded staff would do some more investigation on the availability of County grants. He explained the county ditch system was first dug around 1900. This was before stormwater retention was thought of. The county does monitor and inspect the County ditch system. They make sure the culverts are operational.

Councilmember Kuzma asked if assessments are a consideration with the new street policy. He also questioned what the funding source is.

City Engineer Westby explained the City can assess for land enhancements. Otherwise, the stormwater sewer fund may be the next option.

Chairperson Riley expressed concern that there are more situations like this. When this problem gets fixed, there could be another similar problem right behind it, and so on.

City Engineer Westby noted this is the worst area that staff is aware of.

Motion by Councilmember Johns, seconded by Councilmember Shryock, to recommend that the City Council consider ordering a feasibility study focusing on option 4 for the Gibbon Street drainage concerns.

Further discussion: City Administrator Ulrich stated the study should include an analysis, determining specific costs and looking at policy.

Motion amended by Councilmember Johns, seconded by Councilmember Shryock, to recommend that the City Council consider ordering a feasibility study that will include an analysis to determine specific costs and how this works with current policy for option 4 of the Gibbon Street drainage concerns.

Motion carried. Voting Yes: Chairperson Riley, Councilmembers Johns and Shryock. Voting No: None.

#### **5.02: Consider Recommendation for Zeolite Street Storm Sewer Extension to Lake Ramsey**

City Engineer Westby reviewed the staff report and noted the construction costs are preliminarily estimated at \$175,000. Project costs would be paid from the Storm Water Utility Fund. He stated this project is included in the City's 5-year Street Maintenance Program.

Councilmember Shryock asked if there were intentions to develop this triangle at some point.

Chairperson Riley informed when the City functioned as a developer, it was under consideration to develop this plot. However, the City stood to lose approximately \$500,000.

City Administrator Ulrich explained the large cost was due to the land being very low and needing a lot of fill. He said utilities would have been an issue as well.

Councilmember Kuzma asked if concrete was put in instead of plywood, and the land was developed in the future, what would the cost be then to put in a better closure.

City Engineer Westby responded it could be \$10,000 to \$15,000 as a rough estimate. This is assuming there would not be much work to do with Bunker Lake Boulevard.

Chairperson Riley noted it has been repaired once, and it didn't affect Bunker Lake Boulevard, so it shouldn't a second time. He agreed with Councilmember Kuzma to use concrete or plywood until a developer comes through. Then it would be the developer's cost to repair. He commented he was unsure why it was being discussed now versus when it is necessary.

City Engineer Westby stated staff sees this as more of a safety improvement, and it is already in the CIP. If there is no intention to develop that triangular parcel then staff can come back with more specific costs at a later date.

Councilmember Shryock inquired if there is any potential issue with the triangular section needing to hold more water. If there is no intention to develop in the near future, she said she approves of the idea of plugging the northern portion of the pipe.

Civil Engineer II Linton stated there is a catch basin on the north side of Bunker Lake Boulevard. If someone pulled the grate off, they could get in there. Either redevelopment of the triangle part, or starting to build more in the Ninth Division would be reason to revisit and consider putting a more permanent fix in there.

City Engineer Westby pointed out at some point the City will be required to reconstruct Bunker Lake Boulevard as well as Zeolite Street, and it may be more feasible to look at costs and options then.

Chairperson Riley stated this should wait until there is a reason.

Councilmember Shryock asked if there would be an option at that point to use a straight pipe and possibly save costs by removing the manhole.

City Engineer Westby explained a manhole is needed to connect the straight pipe to the pond outlet so it would need to be constructed as planned.

City Engineer Westby stated no motion needed. Staff has the guidance they need.

### **5.03: Consider Street Width Recommendation for Andrie Street and 164th Lane Reconstruction Project**

City Engineer Westby reviewed the staff report and noted that Staff was just informed that Street Reconstruction Bonds can be used to widen the street for a bike lane. Staff is at the point where they would like to go to Council and request authorization to complete a Feasibility Report for construction in 2016.

Councilmember Shryock asked whether it will be a striped bike lane, or if the road will just be widened.

City Engineer Westby stated these are municipal state aid streets, so the MSA Standards must be followed. The bike lane would also need to be striped.

Councilmember Kuzma questioned if the road is widened, will there be parking on one side, and bike lane on the other.

City Engineer Westby said there would be parking on one side, and a bike lane on the other.

Councilmember Kuzma asked if it could be made narrower if there was no parking.

City Engineer Westby stated the road could be made narrower, but a variance would need to be requested from State Aid to eliminate parking on one side of the street, which is typically only allowed if large trees can be saved.

Councilmember Kuzma noted there is a strip of trees the citizens are concerned about if the road is widened too much. He commented that road does need to be fixed.

Chairperson Riley confirmed the City Engineer will request approval for parking on one side and bike lane on the other. He stated he preferred to restrict parking for a stretch of the road, but not the whole road. He also would like to avoid losing trees.

Councilmember Shryock agreed the residents would like to keep the trees in that area. She suggested where the trees are that should be saved, no parking signs could be added.

Civil Engineer II Linton stated he worked on the original Andrie Street feasibility study, and there is room to narrow it from its existing configuration. The option at that time was to put the sidewalk in and the study focused on narrowing the road for that. He offered to conduct more research.

Chairperson Riley asked for clarification on how the width added up to 36 feet. He said he would prefer to narrow the street or have the no parking signs in the areas relative to saving trees.

City Engineer Westby noted the street is proposed to be constructed with 11 foot drive lanes, and 8 foot shoulder, and a 6 foot bike lane. He said no motion is needed since the original recommendation stands, with looking at parking restrictions on one side in areas with trees as an amendment,.

**5.04: Recommend Revising Street Names from (East) Town Center Drive to Center Street, and from East/West Ramsey Parkway to Ramsey Parkway**

City Engineer Westby reviewed the staff report.

Councilmember Johns commented it would be good to simplify. Since the directional words in the names are not carried out throughout the City, this section of the City should be simplified.

Chairperson Riley inquired what the name would be on the west side of the horseshoe. He said he is not sure the street will ever be constructed as originally planned.

City Engineer Westby explained Ramsey Parkway would continue to the west of the horseshoe, south of Lake Ramsey, and that the horseshoe will not likely be built.

Councilmember Shryock questioned why Center Street was originally named Town Center Driver.

City Administrator Ulrich answered it had to do with when the City was trying to rebrand, and the temporary name of the area was Ramsey Town Center. Now staff would like to drop the word Town and change Drive to Street to be more consistent with our naming convention.

Chairperson Riley pointed out half the signs have Center Street, so this won't be a large project.

Civil Engineer II Linton raised the issue of possible legal document costs for the address change on mortgages.

City Engineer Westby stated staff will research that and will address this if needed when it is presented to Council for approval.

Councilmember Shryock asked if the City can decide to change the name of streets or whether public input is necessary.

City Administrator Ulrich responded the City can make these changes based on Council direction.

Motion by Councilmember Johns, seconded by Chairperson Riley, to recommend that the City Council rename (East) Town Center Drive to Center Street, and rename East/West Ramsey Parkway to Ramsey Parkway.

Motion carried. Voting Yes: Chairperson Riley, Councilmembers Johns and Shryock. Voting No: None.

#### **COMMITTEE / STAFF INPUT**

##### **6.01: Minnesota Department of Health Variance on Fluoride Concentration in Drinking Water**

Public Works Superintendent Riemer reviewed the staff report, stating this is for information only.

City Engineer Westby informed eastbound Highway 10 will be closed from 10:00 p.m. to approximately 2:00 a.m. Traffic barriers will be switched from one side to the other. Traffic will be rerouted. When this procedure was in place last week, the City did not receive complaints. He said he didn't anticipate any issues. This is the last time the traffic will need to be redirected in this area.

City Engineer Westby stated the traffic signal was turned on at CSAH 5 and Alpine Drive that morning and was operating fine to the best of Staff's knowledge.

City Engineer Westby noted staff has been working with a property owner at 14520 Sunfish Lake Drive. There is a swale in the back of the property. It was erected per the DNR's request. For a number of years, no water stood in the ditch. Now, years later, there is standing water. Staff is considering several options. One is to put a stormwater treatment structure at the end of the storm sewer that drains ~~runoff~~ runoff from Sunwood Drive. The homeowner would like to take the swale out of commission.

Civil Engineer II Linton explained the lake level was at one of its lowest when the homeowners moved in. The lake level has risen over the years and is manifested in that swale, which is on their property. The wetland vegetation is starting to come back. When the swale was high and

dry, the homeowner was able to mow it and maintain it. If there is a lot of precipitation, the water backs up and has nowhere to go. He informed the Committee that Staff is working through this with him.

## **7. ADJOURNMENT**

Motion by Councilmember Johns, seconded by Councilmember Shryock to adjourn the Public Works Committee meeting.

Motion carried.

The regular meeting of the Public Works Committee adjourned at 7:16 p.m.

Respectfully submitted,

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Grant Riemer  
Public Works Superintendent

Drafted by Chris Moksnes  
*TimeSaver Off Site Secretarial, Inc.*

Meeting Date: 09/15/2015

By: Bruce Westby, Engineering/Public Works

**Title:**

Consideration of Request to Reconstruct Stormwater Treatment Improvements at Sunfish Lake

**Purpose/Background:**

**Purpose:**

The property owner at 14520 Sunfish Lake Drive NW is requesting that the City reconstruct specific stormwater treatment improvements impacting a portion of their back yard. The requested work includes constructing a settling basin at the end of the storm sewer outlet from Sunwood Drive where it intersects 145th Lane NW for the purpose of reducing the frequency and volume of stormwater runoff running through the existing drainage swale along their rear lot line, and removing the existing cattails and other types of vegetation commonly found in wetlands from the swale and restoring the swale to a lawn type condition using sod, though seeding could be acceptable if done correctly. Attached *Figure 1* shows 2014 aerial photography of the property and the surrounding area including parcel lines, property addresses, and street names, and identifies the locations of the swale and various storm sewer outlets in relation to the property. Attached *Figure 2* shows the concept design for the requested improvements.

**Background:**

The property owner at 14520 Sunfish Lake Drive NW has contacted the City on numerous occasions since the mid-2000's regarding a drainage swale located within a 20-foot wide drainage and utility easement that runs across the back edge of his lot. The lot backs up to Sunfish Lake. The lake border adjacent to the property is predominantly cattails, and the edge of open water is approximately 100 yards northwest of the property.

This property is located in the Sunfish Lake Estates subdivision which was platted in 1996. The plat dedicated the 20-foot drainage and utility easement parallel to the rear lot line to accommodate a drainage swale that connects the storm sewer outlet from Sunwood Drive to an outlet control structure located near the southwest corner of the lot. Attached is a certificate of survey that shows the lot boundaries and locations of the rear lot drainage easement and berm along the back side of the swale.

The drainage swale and outlet control structure are not shown on the final Grading and Utility plans filed for the plat. The structure and the swale are shown on the plans the City prepared for the extension of Sunwood Drive. A copy of this plan is attached.

City files show that the City constructed Sunwood Drive around the time the plat was filed. This provided access to the site. An EAW was required prior to construction of Sunwood Drive. The Minnesota Department of Natural Resources (DNR) provided a response letter noting that the stormwater from the roadway should not be discharged directly to the wetlands adjacent to the roadway. A copy of this letter is attached with this text highlighted in yellow. The as-built plans for Sunwood Drive show that the storm sewer is directed to the swale on the back side of the lot. This swale provides treatment for the stormwater runoff from Sunwood Drive prior to discharging the runoff into Sunfish Lake via the outlet control structure.

According to the property owner, they were able to mow the swale and outer berm for the first several years after moving in around 1999, and standing water first appeared in the swale in the mid to late-2000's with the frequency of standing water increasing over time. The property owner contacted the City about the standing water in the late-2000's, after which Staff visited the site and informed the property owner that the swale was designed for this purpose, and that the drainage and utility easement was sized to accommodate the water.

The property owner contacted the City again in 2014 again noting his concerns that water was constantly standing in the swale, making it difficult to maintain the swale and rendering that part of his yard unusable. Staff met the resident on site and verified that the swale and standing water was being contained within the drainage and utility easement, and that the storm sewer system was functioning properly and was not plugged.

Staff met with the resident again in May of 2015, at which time Staff was asked if the swale could be redirected or removed. The property owner also inquired whether the volume of stormwater runoff being directed through the swale on his lot might have increased due to the new development across the street (Village of Sunfish Lake Subdivision). Staff researched the drainage plans for Village of Sunfish Lake and found that the two stormwater ponds for the Village of Sunfish Lake were constructed as land-locked basins and were sized to contain back to back 100 year storms. One of the ponds is located south of Sunwood Drive and east of 145<sup>th</sup> Lane, and the second pond is located in the southwest quadrant of Sunwood Drive and Radium Street. Stormwater from the Village of Sunfish Lake will therefore only reach the swale in extreme conditions.

Staff also contacted Anoka County per your property owner's request so see if they might have increased stormwater runoff into Sunfish Lake over the last decade or so due to road construction or maintenance projects along Sunfish Lake Boulevard/CR 57. The County has no records of any such projects that would have resulted in a significant quantity of groundwater or surface water being directed into Sunfish Lake for extended periods of time that may have resulted in increased lake levels.

The Minnesota Department of Natural Resources (DNR) maintains a database of lake levels, including Sunfish Lake. The records cover the period from 1985 to 2015, a span of 30 years. The Ordinary High Water level (OHW) determined by the DNR is 861.5. The record shows that from 1985 – 1988 the water level was up to 1.5 feet above the OHW. The water level dropped to 857.2 in 1989 before rebounding to 861.6 in 1991. The lake level dropped below 860 from 1994 to 2005, reaching a low of 856.7 in 2000. The lake level has generally been above 860 since 2011. The outlet structure for the swale is an inverted siphon, the inlet and outlet pipes are lower than the invert of the manhole connecting the pipes. The outside pipe ends are at 860.0 while the common connection between the pipes is at 861.3. Water must therefore build up to 861.3 in the swale before it is discharged into Sunfish Lake through the outlet control structure. Staff also obtained rainfall records for the same time period. The lake elevation generally corresponds with the annual rainfall totals, with the lake level rising when precipitation is above the 30 year average for several years in a row.

Staff then investigated whether a structural water quality treatment structure could be used in place of the swale. These devices function by circulating the stormwater inside a large diameter manhole. There are baffles inside which direct the stormwater around the edge of the device. The soil particles settle out of the water as it flows around the structure. The rate at which particles settle out is related to the distance the water travels and speed at which the water is flowing. The devices are designed to treat a certain quantity of flow. If the inflow exceeds the designed flow then water flows over a weir and passes out of the structure without treatment (bypass flow). The storm sewer outlet from the street is at elevation 859.6, two (2) feet below the OHW. Staff contacted a supplier of these devices and asked if the device would function properly when the outlet is submerged. The supplier said the device would function in bypass mode and would not provide any treatment. Staff also contacted the St. Anthony Falls Laboratory and asked staff there if there had been research on the effectiveness of structural stormwater treatment devices when the outlet is submerged. They have not done a research project like this; however, they generally agreed with the manufacturer's representative that the device would function in bypass mode when the outlet is submerged. Bypass mode does not provide any treatment of the storm water passing through the device so this would not be a viable option.

City staff also discussed the option of converting the swale to a raingarden feature to enhance aesthetics but the property owner was not interested in this option as it would not result in more useable space in their back yard.

The only option that the property owner is therefore interested in pursuing is to construct a settling basin at the storm sewer outlet north of Sunwood Drive to treat the roadway runoff before it is discharged into the wetland.

**Timeframe:**

Approximately 20 minutes for presentation and discussion.

**Observations/Alternatives:**

Staff believes that the water observed in the bottom of the trench in recent years is most likely not from storm water runoff but rather groundwater rising in conjunction with the lake level rising.

Permits from both the DNR and the Lower Rum River Watershed Management Organization would be required to complete the requested improvements as the settling basin and overflow would be located within wetland 114P (see attached *Figure 3*) which requires a WMO permit, and the work would be occurring below the Ordinary High Water Level which requires a permit from the DNR. In addition, wetland mitigation credits would need to be purchased at a 2:1 ratio to replace the impacted wetland due to construction of the settling basin.

Staff estimates that construction of the proposed settling basin and restoration of the swale would cost between \$15,000 to \$45,000, depending on the volume of stormwater to be treated, required dewatering, the cost of wetland mitigation credits, and the method of turf restoration to be used for the swale.

At this time, the property owner is not requesting to fill the swale or vacate the easement so these costs have not been considered.

**Funding Source:**

Funding for the City’s share of any ordered improvements would be taken from the Stormwater Fund.

**Recommendation:**

Staff recommends that the property owner be required to pay for the requested work since it benefits the use of his property. However, the City could consider contributing an amount commensurate with the estimated long-term savings associated with maintaining a settling basin next to a public street versus maintaining a linear drainage swale along the rear of the private property. Based on a 50 year maintenance schedule this cost would be approximately \$500 assuming the City would dredge and restore the turf in the swale twice, once every 25 years.

**Action:**

Staff is requesting Committee direction on whether this request should be considered for approval, and if so, whether the City should contribute anything towards the project. If the Committee is in agreement with the request, Staff would request that the Committee provide a formal recommendation for the City Council since this item would require Council approval as it is not a budgeted work task.

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**Attachments**

- [Figure 1](#)
- [Figure 2](#)
- [Sunwood Dr Plan](#)
- [DNR EAW Rvw Ltr](#)
- [Certificate of Survey](#)
- [Figure 3](#)

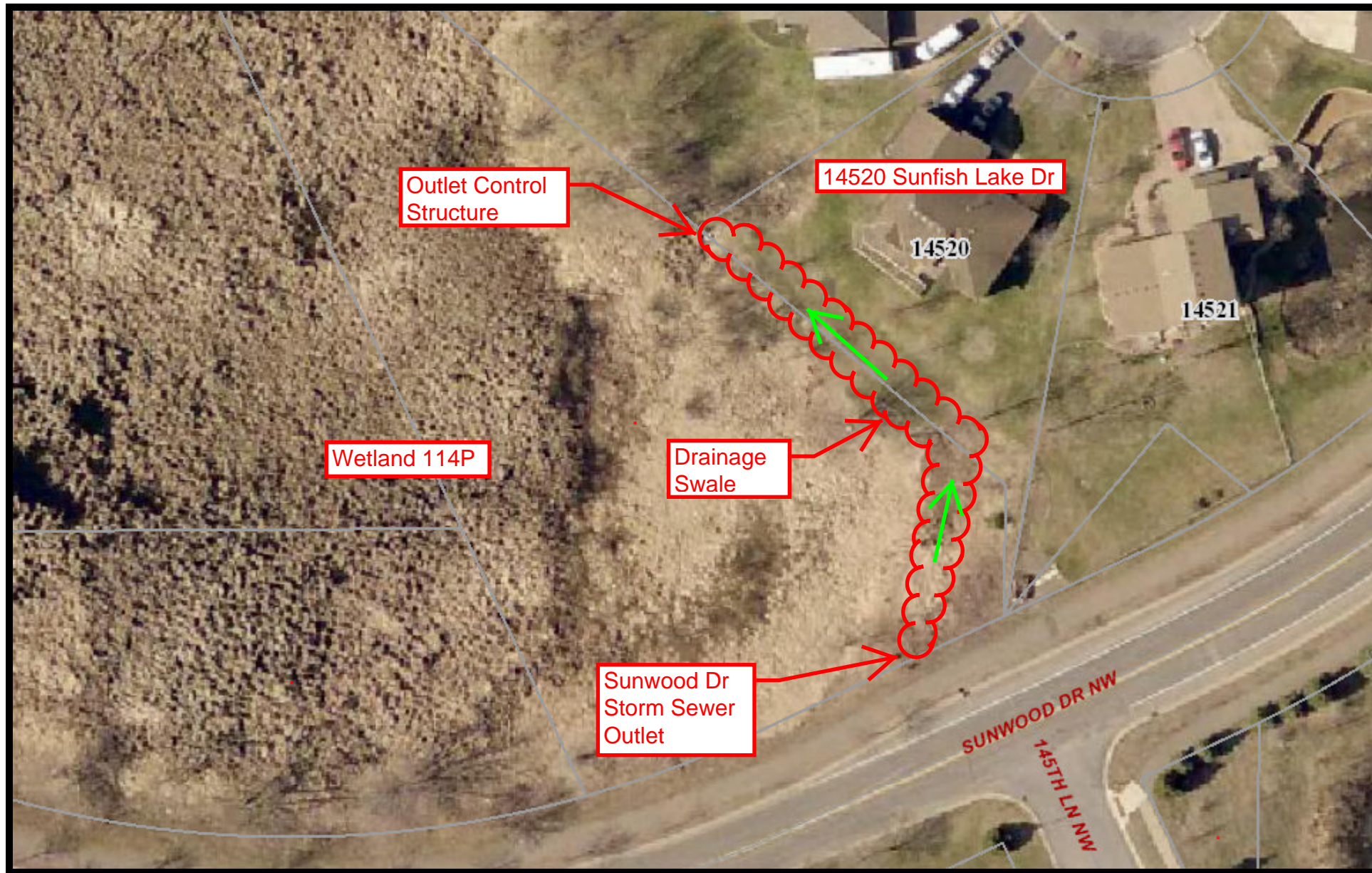
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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Grant Riemer	Grant Riemer	09/10/2015 12:51 PM
Kurt Ulrich	Kathy Schmitz	09/10/2015 04:12 PM
Kurt Ulrich	Kurt Ulrich	09/10/2015 04:28 PM
Form Started By: Bruce Westby		Started On: 09/09/2015 09:39 AM
Final Approval Date: 09/10/2015		



FIGURE 1



Print Date: September 1, 2015

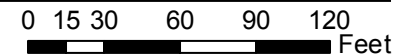
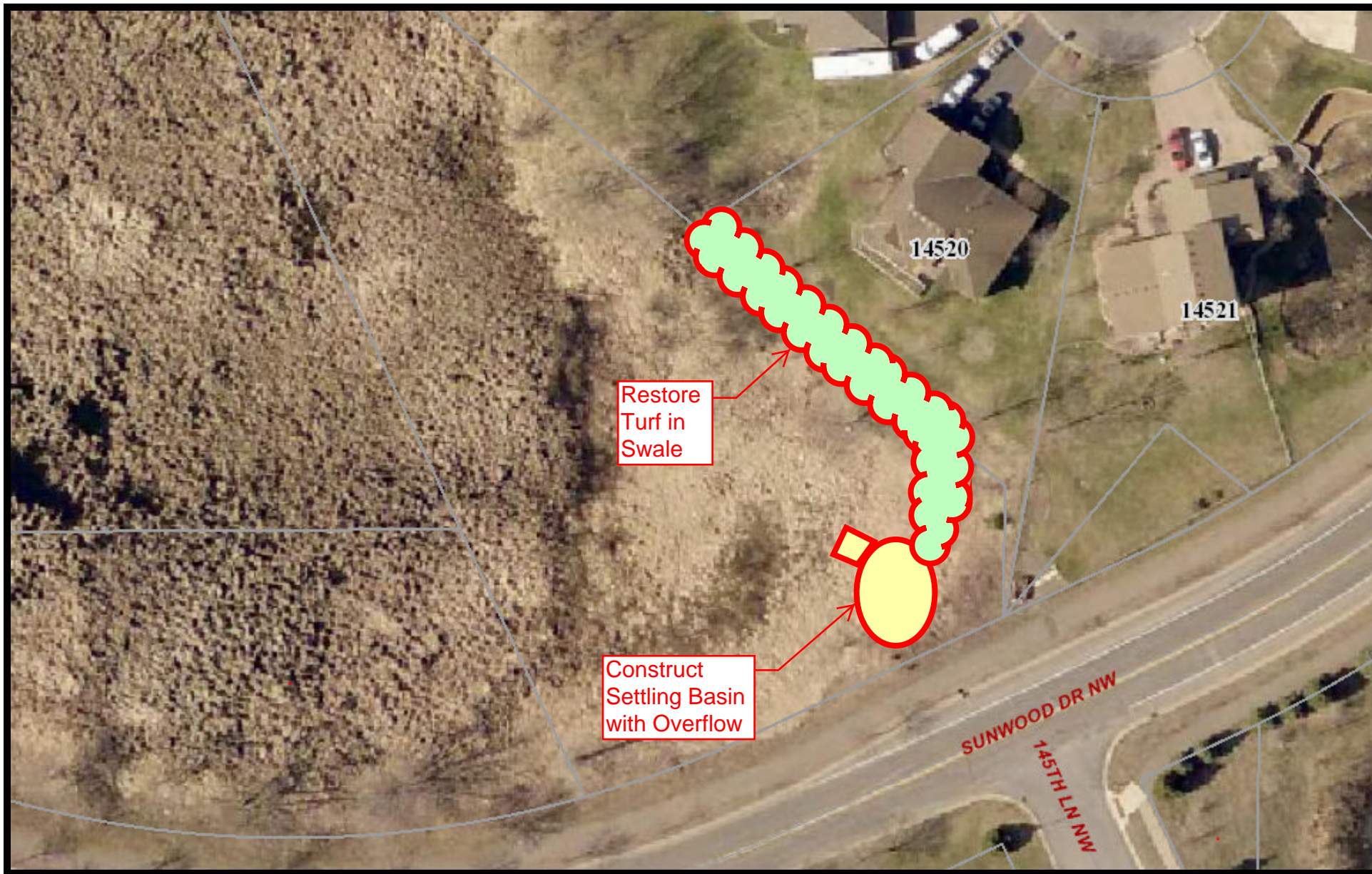
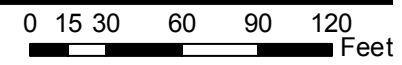
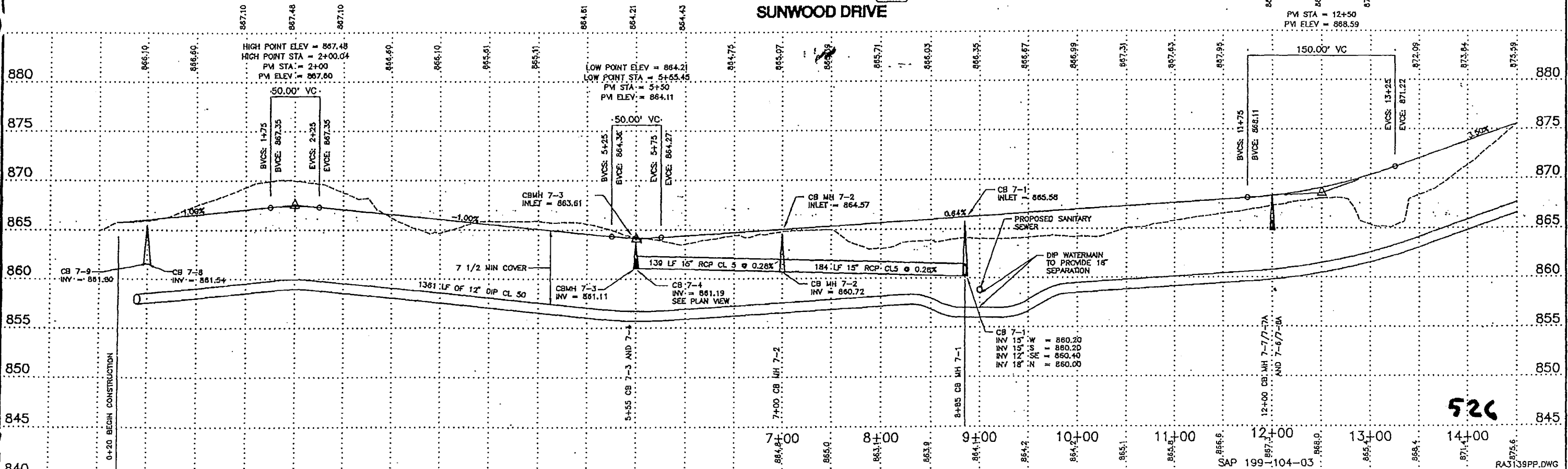
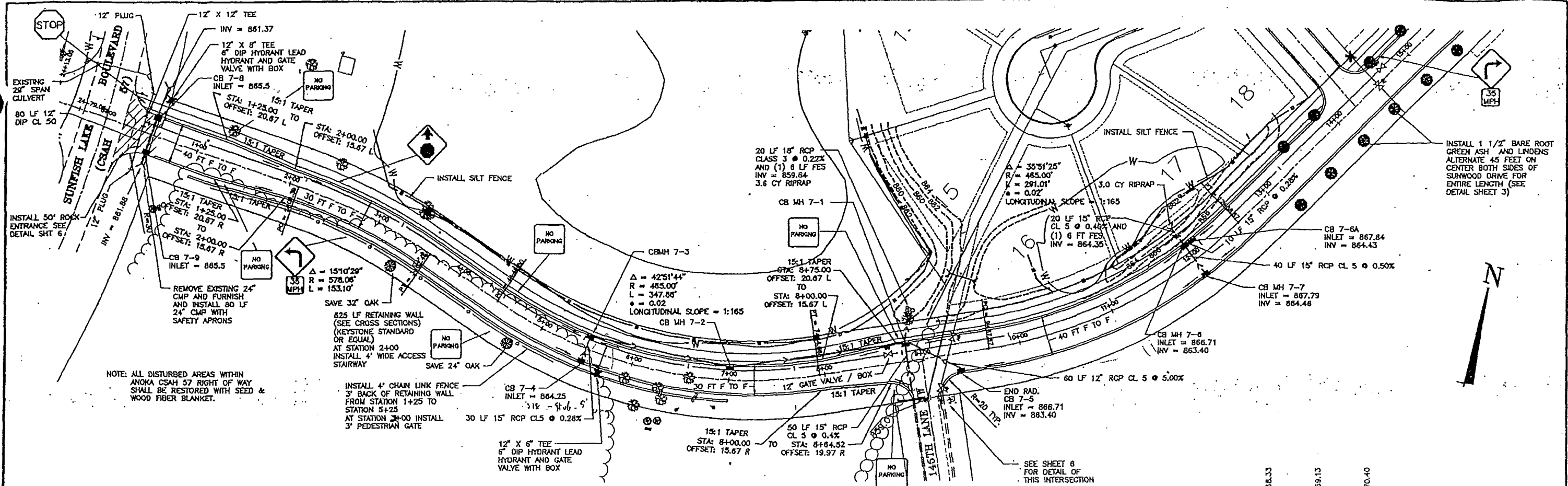


FIGURE 2



Print Date: September 1, 2015





I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota. <i>John R. Santilli</i> Date 3/12/96 Reg. No. 11586		DATE: 4/19/96 REVISION: ADDED NOTES, MOVE HYD.	DESIGNED BY: RDA DRAWN BY: DCP CHECKED BY: PRR	SCALE: HORZ. 1" = 30' VERT. 1" = 5'	Hakanson Anderson Assoc., Inc. Engineers, Surveyors & Landscape Architects 222 Monroe Street, Anoka, Minnesota 55303 912-477-1400 FAX 912-477-1401	STREET AND WATERMAIN SUNWOOD DRIVE RAMSEY, MN IMPROVEMENT PROJECT 94-16 FOR CITY OF RAMSEY, MN	SHEET 7 OF 19 SHEETS DATE 02/09/96 FILE NO. RA3139PP.DWG
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STATE OF  
**MINNESOTA**  
 DEPARTMENT OF NATURAL RESOURCES

500 LAFAYETTE ROAD • ST. PAUL, MINNESOTA • 55155-40

RECEIVED  
 MAY 31 1994  
 Ans'd.....

DNR INFORMATION  
 (612) 296-6157  
 May 23, 1994

10

Steve  
 for your files  
 R

Ryan Schroeder  
 Ramsey City Administrator  
 15153 Nowthen Boulevard  
 Ramsey, MN 55303

RE: Sunwood Drive NW between Krypton Street & County Road 116  
 Environmental Assessment Worksheet (EAW)

Dear Mr. Schroeder:

The Department of Natural Resources (DNR) has reviewed the EAW for the above-mentioned project. We offer the following comments for your consideration.

We appreciate efforts taken by the City to coordinate with DNR personnel the project's design and potential alignment during the planning process. We are concerned that the project will lead to unnecessary impacts to DNR protected water resources, particularly protected waters 2-673W and 2-114P. The EAW correctly indicates that a DNR protected waters permit is required for the project as proposed. The associated permit process requires demonstration of both public need and that no other practical alternatives to protected waters impacts exist. Although safety, cost, and future development potentials are important components of the roadway planning process, only alignment designs which most limit protected waters impacts would likely be permitted.

The alternatives analysis provided in the EAW minimally considers the environmental costs associated with the various alignments and provides little detail regarding potential mitigation of wetland impacts. The preferred alignments, (1A & 2B), will result in the disruption and partial loss of two protected wetlands. Although the EAW indicates that the proposed roadway will fill approximately 0.8 acres of Type III wetland, uncertainty exists because a formal wetland delineation was not completed at the time of EAW preparation. It is very likely that this 0.8 acre estimate is low. Furthermore, regardless of the amount, the EAW should detail proposed mitigation for all expected project-related wetland impacts.

We also note that the preferred alignment results in the permanent conversion of 11.1 acres of wildlife habitat rather than the 6.3 acres indicated in the EAW.

When reviewing other alignment options, use of roadway alignments 1B & 2C would require less wetland fill. This approach avoids one wetland crossing, requires less clearing and grubbing of wooded areas, and provides a good alignment along with the shortest driving distance. The EAW indicates that the disadvantages of this approach consist of more excavation, a more curved and slower route, the purchase and relocation of one residence, and a short sight-distance at one road crossing. The environmental costs of this approach are less than those associated with the preferred alignment.

Other environmentally sound approaches could significantly reduce wetland impacts by either routing the roadway north of Sunfish Lake or by bridging wetlands along the routes already considered.

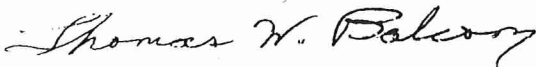
It is uncertain from the information provided whether stormwater runoff will be directly discharged into wetlands from the roadways or street storm sewers. The DNR does not support placement of untreated stormwater runoff into wetlands. Although sedimentation basins and skimmers are mentioned as pretreatment measures, Figures 15 & 16 do not show detention basin placement. These measures require further clarification to better assess proposed protection measures for wetlands.

We appreciate recognition in Item 11b that the Blanding's Turtle, *Emydoidea blandingii*, a state-listed threatened species, is known to frequent the general project area. It does not appear that the DNR Natural Heritage Program was contacted to accurately answer this question. This is an important contact and assists with planning efforts. A search of the Heritage database within a one-mile radius of the proposed project produced a 1989 record for one Blanding's Turtle next to a small pond bordering Sunfish Lake (see attachment). The EAW does not indicate if suitable habitat for the Blanding's Turtle exists in the project area, and if it does, what efforts to avoid impacts to this species are offered. It is possible that such a determination could be made as a component of the needed wetland delineation yet to be done. Please contact Jan Shaw Wolff of the Heritage Program at (612) 296-8279 for further information in this regard.

As previously mentioned, efforts to incorporate DNR staff input into the project design process is appreciated. We request that this consultation continue. The DNR recognizes the City of Ramsey's desire to provide a transportation network designed to meet the current and future needs of its citizenry. However, environmental costs, specifically those involving wetlands, require incorporation into the planning process as well. This issue in particular will be examined further as a component of any required DNR permit associated with this development.

Thank you for the opportunity to review this document. We look forward to receiving your record of decision and responses to comments. Minnesota Rules part 4410.1700, subparts 4 & 5, requires you to send us your Record of Decision within five days of deciding this action. Please contact Don Buckhout of my staff, at (612) 296-8212, if you have questions regarding this letter.

Sincerely,



Thomas W. Balcom, Supervisor  
Natural Resources Environmental Review Section  
Office of Planning

:attachment

c: Kathleen Wallace  
Steve Colvin  
Pete Otterson  
Jan Shaw Wolff  
Lynn M. Lewis, USFWS  
Gregg Downing, EQB

Established in 1962

# LOT SURVEYS COMPANY, INC.

LAND SURVEYORS

REGISTERED UNDER THE LAWS OF STATE OF MINNESOTA  
7601 73rd Avenue North  
612-560-3093  
Fax No. 560-3522

Minneapolis, Minnesota 55428

## Surveyors Certificate

TRILOGY HOMES

Property located in Section  
26, Township 32, Range 25,  
Anoka County, Minnesota

INVOICE NO. 51870

F.B.NO. Calc. Sheet

SCALE: 1" = 30'

- Denotes Iron Monument
- Denotes Wood Hub Set for excavation only
- x000.0 Denotes Existing Elevation
- 0000.0 Denotes Proposed Elevation
- Denotes Surface Drainage

NOTE: Proposed grades are subject to results of soil tests.

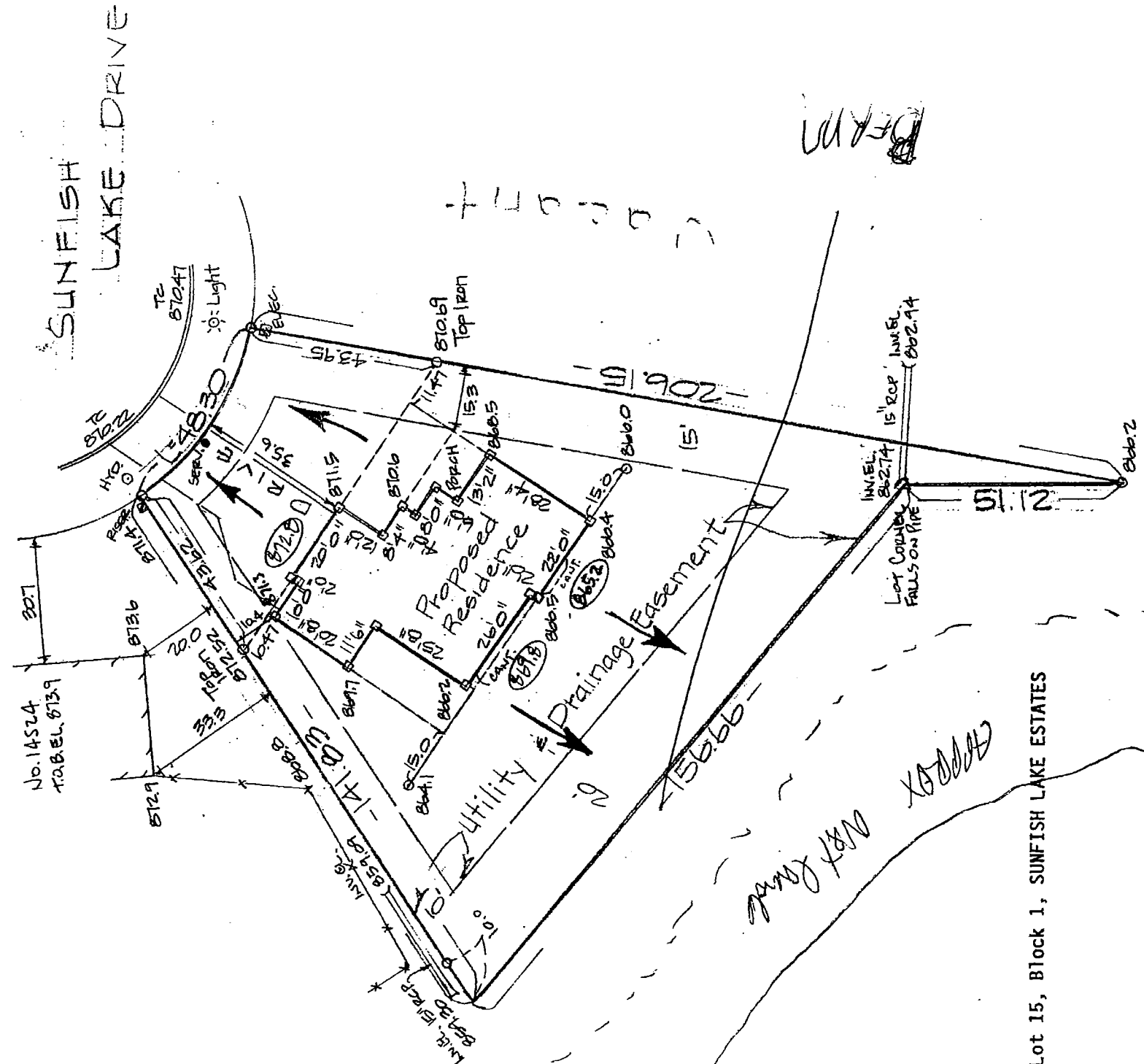
Proposed building information must be checked with approved building plan and development or grading plan before excavation and construction.

873.5 Proposed Top of Block  
873.0 Proposed Garage Floor  
855.5 Proposed Lowest Floor

Type of Building

4 LEVEL

3RD LEV. WALKOUT  
4TH LEV. WALKOUT



Lot 15, Block 1, SUNFISH LAKE ESTATES

The only easements shown are from plats of record or information provided by client.

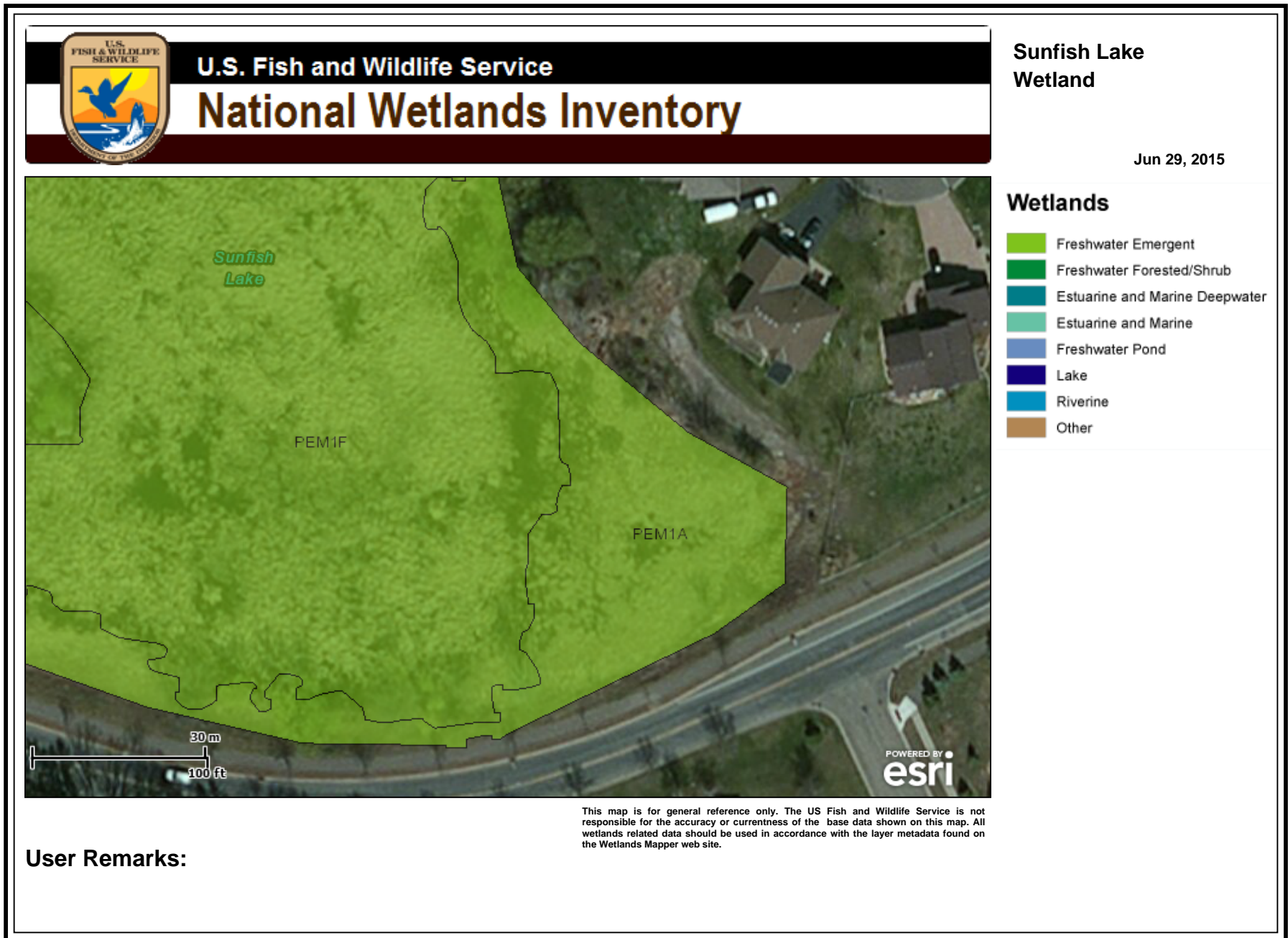
We hereby certify that this is a true and correct representation of a survey of the boundaries of the above described land and the location of all buildings and visible encroachments, if any, from or on said land.

Surveyed by us this 19th day of January 1999

Signed

Charles F. Anderson, Minn. Reg. No. 21753

FIGURE 3



**Public Works Committee**

5. 2.

**Meeting Date:** 09/15/2015

**By:** Bruce Westby, Engineering/Public Works

**Title:**

Consideration of Recommending City Council Approval of Master Partnership Contract with Minnesota Department of Transportation for TH 47 Pedestrian Crossing Improvements

**Purpose/Background:**

**Purpose:**

The purpose of this case is to consider recommending City Council approval of a Master Partnership Contract with the Minnesota Department of Transportation to allow for future partnering on joint maintenance projects within the City of Ramsey.

**Background:**

The Public Works Committee is asked to provide a recommendation to the City Council for approving a Master Partnership Contract (MPC) with Mn/DOT for the purpose of partnering with the City of Ramsey to complete future maintenance projects within City limits. The Master Partnership Contract provides a framework for Mn/DOT and Local Agencies to provide payment to each other for services rendered. A few routine services are included in the contract and all other services are accomplished through the execution of work orders.

The first project the Mn/DOT Master Partnership Contract would likely be utilized on is the Trunk Highway 47 (TH 47) pedestrian crosswalk improvements on the north side of the intersection of TH 47 and CSAH 5/Nowthen Boulevard. Attached are two design alternatives for the proposed improvements. This project is proposed to be constructed this fall by having Mn/DOT construct the new crosswalk push-button pedestal, signal revision, and striping work using their contractor, which would then be billed directly to the City. City staff would then be responsible for constructing the concrete pedestrian curb ramp improvements. City staff will meet with Mn/DOT staff in the field on Thursday, September 17<sup>th</sup>, to iron out the final design details and to estimate project costs, which will then be presented to the City Council for consideration of approval at the September 22<sup>nd</sup> regular Council meeting.

Also attached is a copy of the Master Partnership Contract, as well as a cover letter from MnDOT summarizing the purpose and benefits of the MPC.

**Timeframe:**

It is estimated it will take 10 to 15 minutes to present and discuss this case.

**Observations/Alternatives:**

**Observations:**

The City Attorney was in the process of reviewing the attached Master Partnership Contract (MPC) at the time this case was published. While Staff anticipates that the City Attorney will support a recommendation to the City Council to approve the attached Contract without modifications, the City Attorney's recommendation will be presented at the PWC meeting.

The MPC contains specific sections of language that the Committee may wish to address when making their recommendation to the City Council such as "Work Orders do not need City Council approval unless the City Council stipulates that in their resolution. Generally only the City Engineer needs to sign Work Orders." and "Also required is a new resolution passed by the City Council authorizing its officials to sign and execute the agreement on its behalf. (Only the named officials may sign the agreement: if anyone else signs in the named official's place,

the agreement will not be executed.)”.

**Alternatives:**

Alternative Action #1 – Motion to recommend City Council approval of the Mn/DOT Master Partnership Contract as proposed.

Alternative Action #2 –Motion to recommend City Council denial of the Mn/DOT Master Partnership Contract as proposed.

**Funding Source:**

No costs are associated with approving this contract, but numerous opportunities will likely exist for saving money by completing maintenance projects in partnership with Mn/DOT in the future.

**Recommendation:**

Staff recommends that the Public Works Committee recommend that the City Council approve the Mn/DOT Master Partnership Contract as proposed.

**Action:**

Motion to recommend City Council approval or denial of the attached Mn/DOT Master Partnership Contract.

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**Attachments**

[Alternate Design 1](#)

[Alternate Design 2](#)

[MPC Cover Letter](#)

[Master Partnership Contract](#)

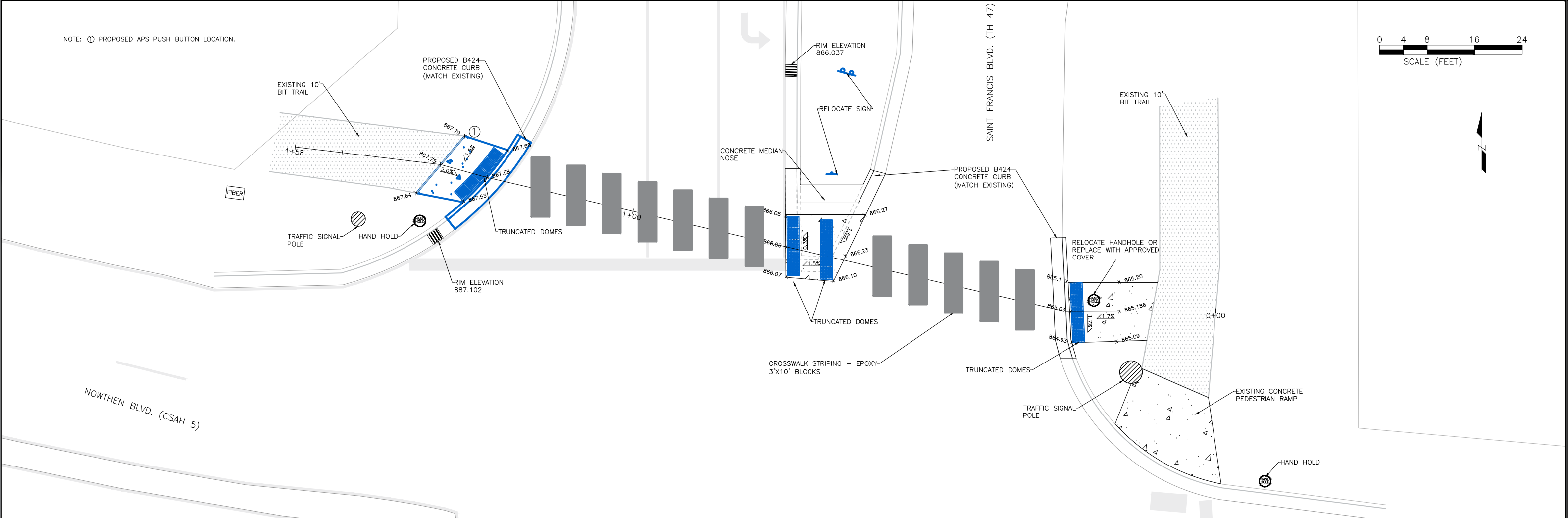
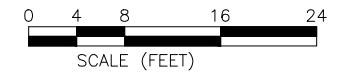
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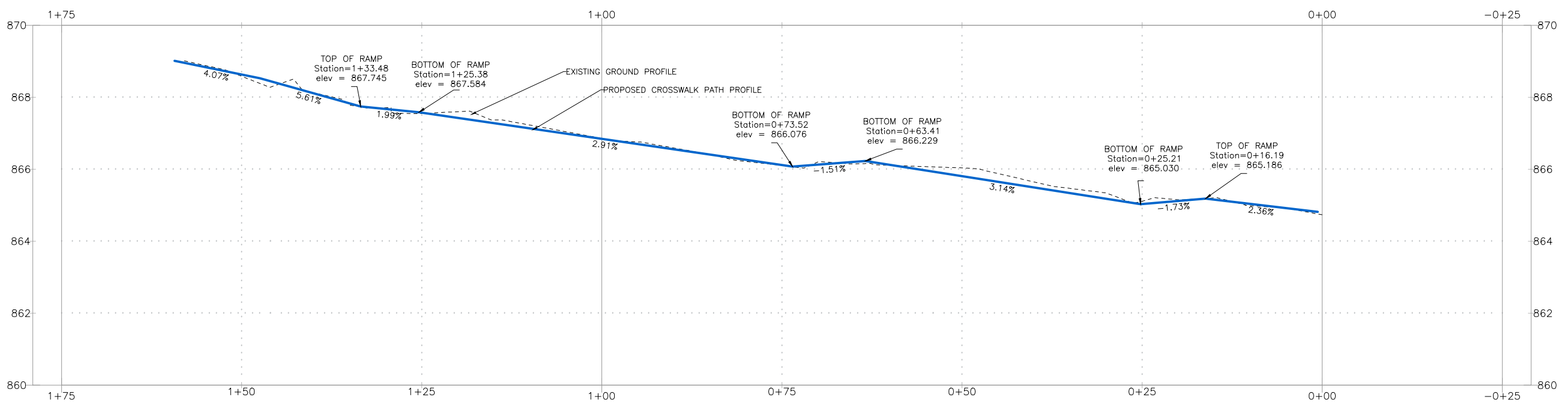
**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Grant Riemer	Grant Riemer	09/10/2015 01:05 PM
Kurt Ulrich	Kathy Schmitz	09/10/2015 04:12 PM
Kurt Ulrich	Kurt Ulrich	09/10/2015 04:26 PM
Form Started By: Bruce Westby		Started On: 09/09/2015 09:13 AM
Final Approval Date: 09/10/2015		

NOTE: ① PROPOSED APS PUSH BUTTON LOCATION.



PROFILE VIEW OF CROSSWALK PATH



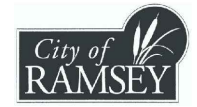
DATE	REVISION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

DESIGNED BY: JJF  
 DRAWN BY: JJF  
 CHECKED BY: BRW

DATE: 7/27/15  
 FILE NO.: 15-23

BRUCE R. WESTBY  
 7/29/15 Lic. No. 40116



**CITY OF RAMSEY**  
 7550 SUNWOOD DRIVE  
 RAMSEY, MN 55303  
 (763) 427-1410 FAX (763) 433-9898

**PROPOSED PEDESTRIAN  
 CROSSWALK IMPROVEMENTS  
 ALT.1**

**TH 47 PEDESTRIAN CROSSWALK IMPROVEMENTS  
 CITY PROJECT NO. 15-23  
 CITY OF RAMSEY, MINNESOTA**





## Minnesota Department of Transportation

### Metro District

Office of State Aid

1500 West County Rd B2

Roseville, MN 55113-3174

Telephone: 651-234-7773

sharon.lemay@state.mn.us

July 15, 2015

Bruce Westby  
City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303

RE: **Proposed Master Partnership Contract No. 1001234**

Dear Mr. Westby:

Attached are four copies of a proposed master partnership contract between the Minnesota Department of Transportation (Mn/DOT) and the City of Ramsey along with a sample City Resolution.

The Master Partnership Contract provides a framework for Mn/DOT and Local Agencies to provide payment to each other for services rendered. A few routine services are included in the contract and all other services are accomplished through the execution of work orders.

Kindly review the enclosed documents and arrange to have the Master Contract presented to your City Council for their approval and execution. Please ensure that the original signatures of the officials authorized to execute this contract on their behalf are obtained on all four copies of the agreement. A signature acknowledgment must be included either on the signature page or attached as a separate document. (It is suggested that all signers use blue ink so that the original signatures are obvious and will not be mistaken for photo copies.) Please provide signatures only under the **Local Government** heading.

Also required is a new resolution passed by the City Council authorizing its officials to sign and execute the agreement on its behalf. **(Only the named officials may sign the agreement: if anyone else signs in the named official's place, the agreement will not be executed.)** This resolution must contain the notarized signature of the individual certifying the resolution. Sample forms and language are enclosed with this letter. Please provide three original versions of a resolution including signatures and City/County stamp.

Work Orders do not need City Council approval unless the City Council stipulates that in their resolution. Generally only the City Engineer needs to sign Work Orders.

To expedite the approval process, the executed agreements and resolutions should be returned to me to obtain further signatures. Please note that no work shall be performed by Mn/DOT personnel until the full execution of the agreement. After execution by Mn/DOT and other State officials, a copy of the agreement will be returned to you.

If you have any questions or require additional information, please feel free to contact me at 651-234-7773.

Sincerely,

Sharon LeMay, Metro State Aid

An Equal Opportunity Employer



**Sample resolution**

Whereas, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

Whereas, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

Whereas: the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

Therefore, be it resolved:

1. That the City/County/Other Local Government of \_\_\_\_\_ enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the [Board/Council].
2. That the proper [City/County/Other Local Government] officers are authorized to execute such contract, and any amendments thereto.
3. That the [City/County/Other Local Government] Engineer/Title of Other Official is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the [City/County/Other Local Government] Engineer/Title of Other Official may execute such work order contracts on behalf of the City/County/Other Local Government of \_\_\_\_\_ without further approval by this [Board/Council].

Approved this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Attest:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF MINNESOTA**  
**AND**  
**CITY OF RAMSEY**  
**MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation hereinafter referred to as the “State” and City of Ramsey acting through its City Council, hereinafter referred to as the “Local Government”.

**Recitals**

1. The parties are authorized to enter into this agreement pursuant to Minnesota Statutes §§15.061, 471.59 and 174.02.
2. Minnesota Statutes Section 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this Contract is a “road authority” as defined by Minnesota Statutes §160.02 (subd. 25).
4. Minnesota Statutes Section 161.39, subdivision 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minnesota Statutes §174.02 (subd. 6) authorizes the Commissioner of Transportation to enter into agreements with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally procure services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract provides a framework for the efficient handling of such requests. This Master Partnership Contract contains terms generally governing the relationship between the parties hereto. When specific services are requested, the parties will (unless otherwise specified herein) enter into a “Work Order” contracts.
7. Subsequent to the execution of this Master Partnership Contract, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this Master Partnership Contract to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

**Master Contract**

**1. Term of Master Contract; Use of Work Order Contracts; Survival of Terms**

- 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
- 1.2. A party must not accept work under this Contract until it is fully executed.
- 1.3. **Expiration Date.** This Contract will expire on June 30, 2017.

- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that engagement. A party must not begin work under a work order until such work order is fully executed. The terms of this Master Partnership Contract will apply to all work orders issued hereunder, unless specifically varied in the work order. The Local Government understands that this Master Contract is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this Master Contract will survive with respect to any Work Order issued prior to the expiration date of the Master Contract.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.

## 2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Technical services are limited to the following services:
  - 2.1.1. Pavement Striping, Sign and Signal Repair, Bridge Load Ratings, Bridge and Structure Inspections, Minor Bridge Maintenance, Minor Road Maintenance (such as guard rail repair and sign knockdown repair), Pavement Condition Data, Materials Testing and Carcass Removal.
  - 2.1.2. Every other service not falling under the services listed in 2.1.1 will require a Work Order contract.
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary labor additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

## 3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.

- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minnesota Statutes §16C.08 (subd. 1) professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task”. Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party’s professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.
- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party’s own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific

project/engagement, although “on call” work orders may be prepared for certain types of services, especially for “Technical Services” items as identified section 2.1.2. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. The Local Government will not be paid for work performed prior to execution of a work order and authorization by the State.

#### 4. Responsibilities of the Providing Party

The party requesting the work will be referred to as the “Requesting Party” and the party performing the work will be referred to as the “Providing Party”. Each work order will set forth particular requirements for that project/engagement.

- 4.1. ***Terms Applicable to ALL Work Orders.*** The terms in this section 4.1 will apply to ALL work orders.
- 4.1.1. Each work order will identify an Authorized Representative for each party. Each party’s authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this Master Contract or the work order.
- 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party’s authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
- 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minnesota Statutes Section 161.39. The work order may require the Local Government to deposit payment in advance or may, at the State’s option, permit payment in arrears. If the State furnishes the services requested, the Local Government will promptly pay the State to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current State labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed is considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued hereunder, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. ***Additional Terms for Roadway Maintenance.*** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
- 4.2.1. Unless otherwise provided for by agreement or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.

- 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
- 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. ***Additional Terms for Construction Administration.*** The terms of section 4.1 and this section 4.3 will apply to all work orders for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
- 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
- 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
- 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
- 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
- 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts
- 4.3.7. Unless otherwise agreed in a Work Order, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.
- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
- 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no

liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.

- 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
- 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, NPDES and other environmental permits.
- 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

## 5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and/or inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

## 6. Time

In the performance of project work under a work order contract, time is of the essence.

## 7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary labor additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary labor additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this Master Contract will not exceed \$50,000.00.

7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

7.4. **Payment.**

7.4.1. **Generally.** The **Requesting Party** will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.

7.4.2. **Payment by the Local Government.**

7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.

7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.**

7.4.2.3. Remit payment to the address below:

MnDOT  
Attn: Cash Accounting  
RE: MnDOT Contract Number 1001234 and Invoice Number #####  
Mail Stop 215  
395 John Ireland Blvd  
St. Paul, MN 55155

7.4.3. **Payment by the State.**

7.4.3.1. **Generally.** The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.

7.4.3.2. **Retainage for Professional and Technical Services.** For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subdivision 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

**8. Conditions of Payment**

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

**9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts**

- 9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.
- 9.2. The Local Government's Project Manager will be identified in each work order contract.

**10. State's Authorized Representative and Project Manager**

- 10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.
- 10.2. The State's Project Manager will be identified in each work order contract.

**11. Assignment, Amendments, Waiver, and Contract Complete**

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this Master Contract or any work order contract without the prior consent of the other and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Master Contract, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and agreements between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

**12. Liability.**

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minnesota Statutes chapter 466 and other applicable law. The State's liability is governed by Minnesota Statutes section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minnesota Statutes §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minnesota Statutes §471.59 subdivision 1a will apply to any work undertaken under this Master Contract and any work order issued hereunder.

**13. State Audits**

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Master Contract.

**14. Government Data Practices and Intellectual Property**

- 14.1. ***Government Data Practices.*** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Master Contract and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Master Contract and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.
- 14.2. ***Intellectual Property Rights***
- 14.2.1. ***Intellectual Property Rights.*** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes “Documents.” Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party’s ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.
- 14.2.2. ***Obligations with Respect to Intellectual Property.***
- 14.2.2.1. ***Notification.*** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- 14.2.2.2. ***Representation.*** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

## 15. **Affirmative Action**

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minnesota Statutes §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this Master Contract, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

- 15.1. ***Covered Contracts and Contractors.*** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 15.2. ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.3. ***Minn. R. Parts 5000.3400-5000.3600.***
  - 15.3.1. ***General.*** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor’s compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
  - 15.3.2. ***Disabled Workers.*** The Contractor must comply with the following affirmative action requirements for disabled workers:
    - 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
    - 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
    - 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota

Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.

15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.

15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

## 16. Workers' Compensation

Each party will be responsible for its own employees for any workers compensation claims. This Master Contract, and any work orders issued hereunder, are not intended to constitute an interchange of government employees under Minnesota Statutes §15.53. To the extent that this Master Contract, or any work order issued hereunder, is determined to be subject to Minnesota Statutes §15.53, such statute will control to the extent of any conflict between the Contract and the statute.

## 17. Publicity

17.1. *Publicity.* Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. *Data Practices Act.* Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

## 18. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 19. Prompt Payment; Payment to Subcontractors

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

- 20. Minn. Stat. § 181.59.** The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**21. Termination; Suspension**

- 21.1. ***Termination by the State for Convenience.*** The State or commissioner of Administration may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. ***Termination by the Local Government for Convenience.*** The Local Government may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.3. ***Termination for Insufficient Funding.*** The State may immediately terminate or suspend this Master Contract and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

**22. Data Disclosure**

Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the

payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

**23. Defense of Claims and Lawsuits**

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this Master Contract, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

**24. Additional Provisions**

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**LOCAL GOVERNMENT**

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)  
Title: Division Director  
Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

By: \_\_\_\_\_  
Date: \_\_\_\_\_