

**City of Ramsey**  
**Agenda**  
**City Council Work Session**  
**Tuesday, July 28, 2015**  
**5:30 pm**  
**Lake Itasca Room 7550 Sunwood Drive NW**

- 1. Call to Order**
- 2. Topics for Discussion**
  1. Discuss Legislative Strategy Plan and Contract with The Tinklenberg Group for Work regarding Improvements to US Trunk Highway 10 and Related Rail Crossings.
  2. Armstrong Boulevard / Baugh Street (County Road 83) Traffic Noise Concerns
  3. Update on Consulting Land Use Planning and Zoning Administration Services Utilized by the City and Review New Quotes from Qualified Firms
- 3. Topics for Future Discussion**
  1. Review Future Topics/Calendar
- 4. Mayor/Council/Staff Input**
- 5. Adjournment**

Meeting Date: 07/28/2015

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### Information

**Title:**

Discuss Legislative Strategy Plan and Contract with The Tinklenberg Group for Work regarding Improvements to US Trunk Highway 10 and Related Rail Crossings.

**Purpose/Background:**

Purpose: The purpose of this item is to discuss a draft legislative work plan in regard to the improvements to US Highway 10 and the related rail crossings, presented by Elwyn Tinklenberg of The Tinklenberg Group, and to discuss the continuation of a contract with Mr. Tinklenberg.

Background:

The City has worked with the Tinklenberg Group for most of the past decade, with contracts over the past three years averaging about \$47,000 per year (including the proposed contract for the balance of 2015, not yet approved). This item, legislative consulting services, was identified as an ongoing resource needed to maintain the Highway 10 effort over the next several years.

Mr. Tinklenberg brings a strong level of experience and involvement in transportation issues, and allows the City to maintain a leadership role in this area, and to successfully promote Ramsey projects. The City's past efforts in working with Mr. Tinklenberg have yielded a successful conclusion to the \$35M Armstrong Project, which has been awarded several grant awards, including a \$10M federal (TIGER) grant, a \$10M state (CIMS) grant, a \$8M bonding allocation from the state, and a \$10.2M award from the Counties Transit Investment Board (CTIB), which fully funded the project. Previously, the North Star Rail Station in Ramsey was also a successful effort.

Currently, El Tinklenberg submitted a work plan to extend his contract in regard to Highway 10 and the related rail improvements. Mr. Tinklenberg points out that the City of Ramsey's leadership on issues related to the safety and congestion of US Highway 10 has produced both significant improvements and important opportunities in the corridor. He notes that besides the very visible construction of the Armstrong Interchange, there are other improvement as well. These include the high degree of cooperation and collaboration that characterizes the work with the County and other cities in the corridor, the heightened awareness of corridor issues among key legislative and congressional leaders, the growing public and business community support for the City of Ramsey's Highway 10 efforts, and increasing interest in economic development opportunities in the City along US 10.

Mr. Tinklenberg states that his proposed work plan (attached to this case/following contract language) seeks to capitalize on recent improvements and successes by implementing a series of strategies focused on the goal of securing funding for additional construction projects in the Highway 10 corridor benefiting the City of Ramsey. Specific outcomes and deliverables have been added to the proposal at the request of the City to enhance the accountability of the contract. He also has been asked to review 2015 activity to date with the Council at the work session.

The contract language proposes a work plan to be completed over the course of the contract at a fee of \$27,000, which would carry this plan out through December 2015.

**Timeframe:**

Approximately 15 minutes.

**Funding Source:**

Funds would come from the City's Public Improvement Revolving Fund. The undesignated reserve balance of the PIR Fund is approximately \$1.5 million.

**Responsible Party(ies):**

City Administrator Kurt Ulrich

**Outcome:**

A consensus to agree on the details of the work plan for US Highway 10 and to recommend the City Council approve entering into a contract with The Tinklenberg Group in the amount of \$27,000, which will be in effect immediately upon approval through December 2015.

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**Attachments**

Contract and Work Plan

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**Form Review**

**Inbox**

Kurt Ulrich

Jo Thieling (Originator)

Form Started By: Jo Thieling

Final Approval Date: 07/23/2015

**Reviewed By**

Kurt Ulrich

Jo Thieling

**Date**

07/22/2015 03:41 PM

07/23/2015 03:50 PM

Started On: 07/22/2015 10:07 AM

**City of Ramsey  
BNSF Railroad Interchange Initiative  
2015 Consulting Services Agreement**

**Amendment 1  
July, 2015**

**Overview**

The Tinklenberg Group respectfully submits the attached work plan as Amendment 1 to its Consulting Services Agreement with the City of Ramsey. This work plan is proposed in response to the City's continuing interest in pursuing funding for the construction of underpasses on Ramsey Boulevard and Sunfish Lake Boulevard at their intersection with the BNSF rail corridor. The heightened interest and awareness the City has created among key decision makers through its earlier efforts provides this work plan a remarkable basis for achieving the outcomes identified and advancing the improvements the City is seeking.

**Timing and Cost**

The activities identified in the attached work plan will begin immediately upon the City's adoption of this amendment and continue through the end of December, 2015. It can be amended at any time by mutual consent of the parties and terminated without cause by either party with 30 days advance notice.

The cost of the Consulting Services associated with attached work plan will be \$27,000 payable in five equal monthly installments of \$5,400 beginning immediately following the City's adoption of the amendment.

**Agreed and Approved**

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Kurtis G. Ulrich  
City Administrator, City of Ramsey

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Elwyn Tinklenberg  
President, The Tinklenberg Group

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Date

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Date

# Ramsey US Trunk Highway 10 Improvement Development Plan

July, 2015

The City of Ramsey's leadership on issues related to the safety and congestion of US TH 10 has produced both significant improvements and important opportunities in the corridor. The improvements are best exemplified in the on-going construction of the Armstrong Interchange project, but other, less visible improvements have occurred as well. These include the high degree of cooperation and collaboration that characterizes the work with the county and other cities in the corridor, the heightened awareness of corridor issues among key legislative and congressional leaders, the growing public and business community support for the City's US TH 10 efforts, and increasing interest in economic development opportunities in the City along US TH 10. All of these improvements contribute in significant ways to the momentum that has built around the City's US TH 10 initiatives and the realistic opportunities that now exist for those initiatives to succeed in attracting additional public investment in planned corridor improvements.

This proposed work plan seeks to capitalize on those improvements and opportunities by implementing a series of strategies focused on the goal of securing funding for additional construction projects in the US TH 10 corridor benefiting the City of Ramsey. These strategies will be targeted in three areas of opportunity: federal support, state legislative support, and Minnesota Department of Transportation (MnDOT) support. It is critical to engage these efforts now in order to take full advantage of the important inroads the City has through its earlier legislative initiatives, its very successful federal contacts, and the effective way in which the City has broadly communicated its US TH 10 rail crossing and safety concerns. At both the federal and state levels, long term transportation funding decisions are currently being considered and the strategies proposed in this work plan will help insure that the city continues to be in the best possible position to benefit.

## **1. Federal**

### A. Federal support strategies will include:

- Follow-up work with congressional members and staff contacted during the City's June meetings in DC

- On-going efforts to identify and secure potential federal funding sources for US TH 10 improvements
  - Track and capitalize on funding opportunities that may emerge in the process of reauthorizing federal transportation legislation
  - Schedule and organize a tour of US TH 10 improvements and opportunities for Minnesota's member of the US House Transportation and Infrastructure Committee
- B. Federal support outcomes
- Improved connections with congressional members and staff
  - Identification of optional federal funding sources
  - Transportation funding targeted local projects
- C. Federal support strategies deliverables
- Monthly written progress/activity report to City Council
  - Site visit and meeting with US Representative

## 2. State legislative

- A. State legislative support strategies will include:
- Scheduling and organizing tours of Ramsey US TH 10 needs and projects with members of the legislative bonding/capital investment committees
  - Developing and implementing targeted contact plans for key legislative leaders
  - Developing and nurturing positive and on-going media contacts regarding US TH 10 needs and issues
  - Supporting continued development and growth of business community awareness of and engagement in US TH 10 issues and projects
  - Organizing and facilitating a US TH 10 summit meeting of interested communities along the entire corridor to increase visibility and awareness of corridor needs/issues and to support broader, coordinated efforts to fund necessary improvements
  - Developing and organizing essential groundwork for US TH 10 funding proposals to be introduced during the 2016 session of the state legislature
- B. State legislative support outcomes
- Improved connections with critical state legislators
  - Improved connections with other corridor communities
  - Increased public awareness vis increased media placements
  - Increased participation of local business community in US TH 10 advocacy
  - Funding consideration by legislature in 2016
- C. State legislative support deliverables
- Monthly written progress/activity report to City Council
  - Inclusion of Ramsey on State Bonding tour

- Draft 2016 legislation to provide funding
- US TH 10 “summit” meeting of corridor communities

### 3. **MnDOT**

#### A. MnDOT support strategies will include:

- Support and monitor development of funding categories appropriate to issues on US TH 10
- Continue to identify and capitalize on opportunities to keep the MnDOT Commissioner and key MnDOT staff informed about and supportive of improvement needs in the US TH 10 corridor
- Work with the Metro Division of MnDOT to advance the schedule of identified improvements on US TH 10
- Continue to develop and maintain awareness and support by the Governor and key staff in the Governor’s office regarding US TH 10 issues and opportunities
- Utilize the US TH 10 summit meeting referenced above to engage broader support within MnDOT for corridor improvements

#### B. MnDOT support outcomes

- Improved connections with MnDOT via the Commissioner’s office and District offices
- Improved awareness and identification of corridor improvements on MnDOT’s scheduled plans

#### C. MnDOT support deliverables

- Monthly written progress/activity report to City Council
- US TH 10 projects included on MnDOT’s construction schedule

Activities implementing these strategies are proposed to begin immediately upon approval by the City Council and will continue through the end of December, 2015

Meeting Date: 07/28/2015

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### Information

**Title:**

Armstrong Boulevard / Baugh Street (County Road 83) Traffic Noise Concerns

**Purpose/Background:**

**Purpose**

The purpose of this case is to discuss noise complaints on Armstrong Blvd. to discuss possible solutions such as enforcement, speed limits, traffic volumes, and signage along Armstrong Boulevard / Baugh Street (County Road 83), and to receive Council direction on actions Staff should take to reasonably address noise concerns raised by residents along Armstrong Boulevard / Baugh Street.

**Background**

Concerns have been received on several occasions over the last year or so by more than one resident living along Armstrong Boulevard / Baugh Street (County Road 83) regarding excessive traffic noise. Some of the noise concerns are related to illegal vehicle operations, which are controlled in part through the City's noise ordinance. Attached is a copy of the existing noise ordinance language for reference. Other contributing factors to this issue may include:

Traffic Volumes - The 2011 Average Daily Traffic (ADT) volumes on Armstrong Boulevard / Baugh Street / County Road 83 ranged between 3,200 to 5,300 vehicles per day. See attached 2011 traffic volumes map. These volumes are well within the norm for a County Road. This summer there has likely been additional truck traffic due to construction of the Highway 10 and Armstrong Boulevard interchange. In addition, traffic patterns may have changed somewhat because of the road closures and detours associated with this project. Once construction of the interchange project is complete, overall traffic noise levels could decrease as well.

Speed Limit - The existing speed limit is 55 mph. Lowering the speed limit could help reduce overall traffic noise caused by the whine of tires on the pavement and engine noise due to acceleration/deceleration. Speed limits are set by the Commissioner of the Minnesota Department of Transportation (MnDOT). Therefore, to revise the speed limit the City would need to submit a letter to Anoka County requesting a Speed Zone Study be completed on a specific segment of Armstrong Boulevard / Baugh Street / County Road 83 greater than one mile in length. Anoka County staff would then request County Board approval in the form of a Resolution, which if approved would then be submitted to MnDOT. A Speed Zone Study typically takes between 6 months to 1 year to complete so this would not be in effect until well after construction of the interchange is complete. It is also important to note that the results of the Speed Zone Study could indicate that the speed limit should be increased, though this would not likely be an outcome of this study due to the existing speed limit of 55 mph. It may therefore be best to wait until construction of the interchange is complete before considering a Speed Zone Study request.

Enforcement - Enforcement of vehicle speeds could be increased along Armstrong Boulevard / Baugh Street if it is believed that high speeds are contributing to the noise, though staff has not observed a pattern of unusually loud noises coming from vehicles using this segment of road in recent months. Concerns have also been raised that some of the trucks using this segment of road are intentionally bypassing the weigh scale on Highway 10 so enforcement efforts could also be increased to try to catch truck drivers in the act of bypassing the weigh scales.

Additional Signage -

Anoka County has indicated they would consider installing VEHICLE NOISE ORDINANCE ENFORCED signing within a specific segment of Armstrong Boulevard / Baugh Street / County Road 83 upon request. Other signing options will be discussed during the work session.

Ordinance Amendments / Revisions -

Ordinance amendments / revisions could also be considered based on discussion during the work session.

**Timeframe:**

Approximately 20 minutes including presentation and discussion.

**Funding Source:**

Funding amounts and sources will vary depending on the course of action chosen.

**Responsible Party(ies):**

City Administrator Kurt Ulrich will introduce the discussion. Chief of Police Jeff Katers will be present to address questions related to enforcement efforts, signage recommendations, and noise ordinance revisions. City Engineer Bruce Westby will be present to address questions related to speed limit revisions and potential impacts to noise. Chief Katers is also planning on having a commercial vehicle inspector present for questions.

**Outcome:**

The anticipated outcome of this case is to receive clear direction from Council on what steps to take to reduce vehicle noise issues along Armstrong Boulevard / Baugh Street. This includes waiting for construction of the interchange to be completed before considering taking further action such as requesting a Speed Zone Study, adding additional signing, increasing enforcement activities along the segment of Armstrong Boulevard / Baugh Street north of Alpine Drive, or amending / revising ordinance language.

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**Attachments**

2011 Traffic Volumes Map

Ch 30 Noise Ordinance

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Jo Thieling	Jo Thieling	07/22/2015 04:36 PM
Kurt Ulrich	Kurt Ulrich	07/23/2015 09:02 AM
Form Started By: Bruce Westby		Started On: 07/22/2015 01:04 PM
Final Approval Date: 07/23/2015		

# 2011 Publication Traffic Volumes - City of Ramsey



0 0.25 Mi.

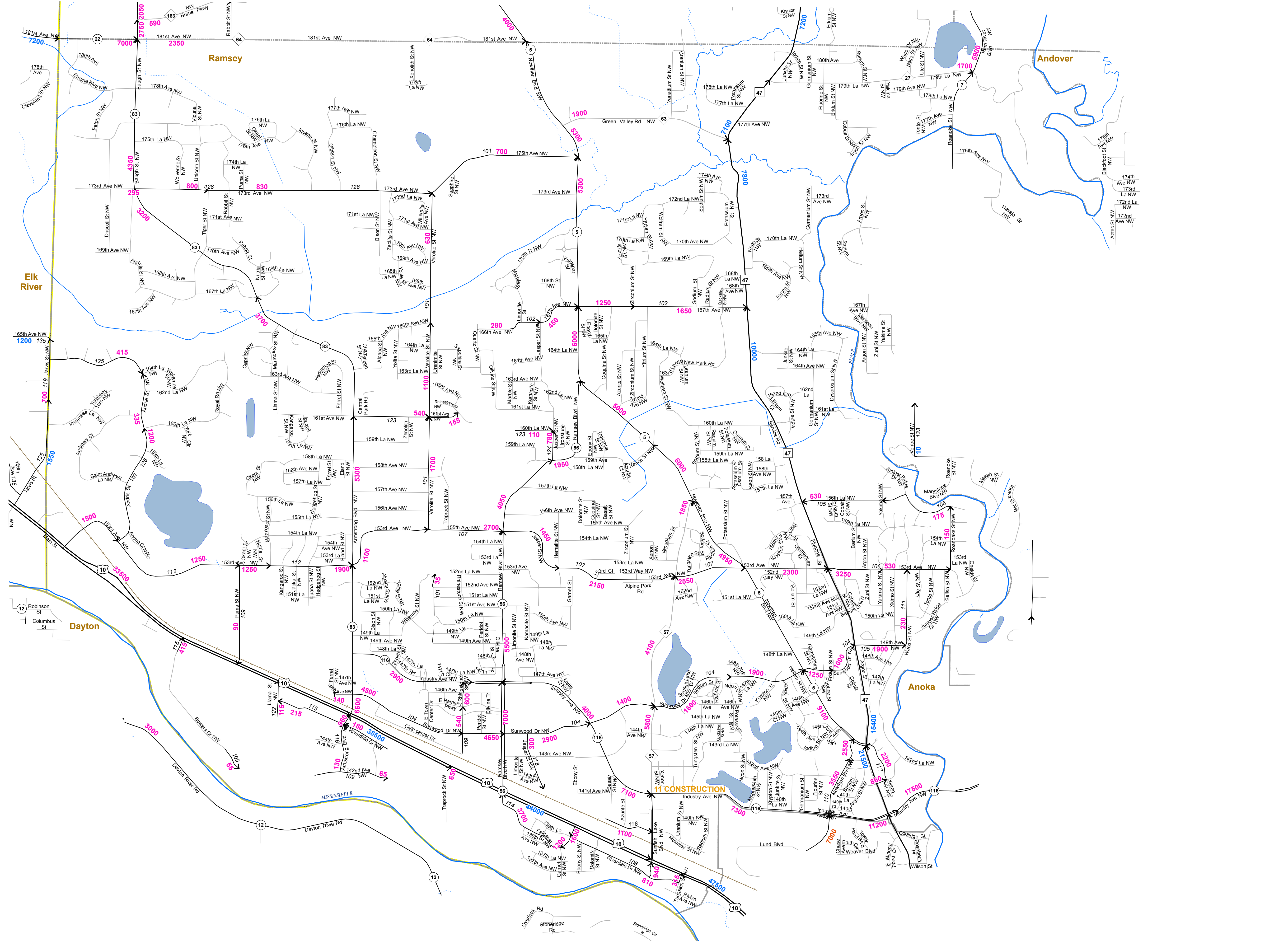
Numerals Indicate Average Annual Daily Traffic (AADT) Volumes on Designated Roads

Traffic Volumes are Subject to Variability and Construction Effects  
For More Info Visit:  
<http://www.dot.state.mn.us/traffic/data/col-methods.html#tcp>

Minnesota Department of Transportation  
Office of Transportation Data and Analysis  
Traffic Volume Program  
<http://www.dot.state.mn.us/traffic/data/index.html>

## MAP LEGEND

- AADT Year
- 2011 2010
  - 2009 2008
  - 2007 and older
- Interstate
  - US Highway
  - MN Highway
  - CSAH
  - MSAS
  - County Road
  - Other Roads
  - Railroads
  - Cities
  - COUNTIES
  - Lakes
  - Rivers
  - Perennial Streams
  - Ditches
  - National Forests
  - National Parks
  - Tribal Gov'ts
  - State Forests
  - State Parks



To view this data using an online interactive map please visit: <http://dotapp7.dot.state.mn.us/geocortex/essentials/web/viewer.aspx?site=TrafficData>

Map Source:  
Minnesota Department of Transportation  
Office of Transportation Data and Analysis  
Traffic Volume Program  
2011 AADT Product  
<http://www.dot.state.mn.us/traffic/data/data-products.html>

## Chapter 30 - NUISANCES

### FOOTNOTE(S):

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**State Law reference**— Nuisances generally, Minn. Stats. ch. 561; authority to define and abate nuisances, Minn. Stats. §§ 410.33, 412.221, subd. 23; public nuisances prohibited, Minn. Stats. § 609.74 et seq.

#### Sec. 30-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

A-weighted means a specific weighting of the sound pressure level for the purpose of determining the human response to sound. The specific weighting characteristics and tolerances are those given in American National Standards Institute S1.4-1983, section 5.01.

Abandoned vehicle means any motor vehicle which is determined by the zoning administrator, chief of police, or their assigns, to be an inoperable vehicle as herein defined or to which the last registered owner of record has relinquished dominion or control.

Acceptable prairie restoration means an area of semi or continuous ground cover consisting of native grasses and forbs, with an identified plant species matrix that does not include identified, state-listed noxious weeds or invasive non-native plants. With respect to any undesirable plants, the establishment and long-term maintenance plan shall address the eradication measures to be employed.

Agricultural land means the areas in the state lying south and west of a line along the following highway right-of-way: starting at the North Dakota border, the line goes east along State Highway 10 to State Highway 23, then follows Highway 23 east to State Highway 95, which it follows to the Wisconsin border. The agricultural zone referred to in this guide applies only to ATV use.

All-terrain vehicle (ATV) means a motorized, flotation-tired vehicle with at least three but no more than six low-pressure tires.

Daytime means those hours from 7:00 a.m. to 10:00 p.m.

dBA means unit of sound level expressed in decibels (dB) and A-weighted (A).

Decibel means a unit of sound pressure level, abbreviated as "dB."

Dwelling unit means a residential building or portion thereof intended for occupancy including but not limited to single-unit or multiunit homes, apartments, hotels, motels, nursing homes, seasonal cabins, boardinghouses or roominghouses, tourist homes or trailers.

Impulsive noise means either a single sound pressure peak (with either a rise time less than 200 milliseconds or total duration less than 200 milliseconds) or multiple sound pressure peaks (with either rise times less than 200 milliseconds or total duration less than 200 milliseconds) spaced at least by 200 millisecond pauses.

Inoperable vehicle means any motor vehicle which cannot meet all of the following criteria:

- (1) The vehicle must be able to be driven or propelled under its own power upon demand in its existing condition; and
- (2) The vehicle must be able to be driven or propelled under its own power in a safe manner and not be wrecked, junked, or dismantled at the time of inspection and/or abatement; and
- (3) The vehicle must have current license plates and tabs; and

(4) The vehicle must have current proof of liability insurance, as required by state law.

L10 means a sound level, expressed in decibels (dBA) which exceeded ten percent of the time for a one-hour time period, as measured by test procedures approved by the commissioner.

L50 means a sound level, expressed in decibels (dBA) which exceeded 50 percent of the time for a one-hour time period, as measured by test procedures approved by the commissioner.

Motor vehicle means every vehicle which is self-propelled and every vehicle which is propelled by electric power. The term "motor vehicle" includes, but is not limited to, automobiles, motorcycles, snowmobiles, motor bikes, scooters, all terrain vehicles, and go-carts.

Nighttime means those hours from 10:00 p.m. to 7:00 a.m.

Outdoor or outside means a location within a yard or lot that not within an approved structure. Such a structure can include a shed, garage, or other accessory structure with four constructed walls. Lean-tos, tarps, carports, and fencing are not considered an approved structure.

Person means an individual, firm, partnership, corporation, trustee, association, the state and its agencies and subdivisions, or any body of persons whether incorporated or not. With respect to acts prohibited or required herein, the term "person" shall include employees and licensees.

Public nuisance means any action, situation, land use, or existence of any activity that unreasonably annoys, injures, or endangers the general health, safety, welfare, or public peace such that the comfortable enjoyment of life or property is disrupted, or which is offensive or has a blighting influence on the community.

Public road right-of-way means the entire right-of-way of a roadway that is not privately owned, including the traveled portions, banks, ditches, shoulders, and medians.

Recreational vehicle describes all-terrain vehicles, off-highway vehicles, and off-road vehicles.

Sound measuring device means a decibel meter that meets standards set by the Specifications for Sound Level Meters published by the American National Standards Institute as referenced in Minn. Rules ch. 7030.

Sound pressure level, in decibels, means 20 times the logarithm to the base 10 of the ratio of the pressure to the reference pressure. The reference pressure shall be 20 micronewtons per square meter.

Track or trail means a course built or created by a repetitive or continued use of a motor vehicle.

(Code 1978, § 5.08.02; Ord. No. 07-14, § 3, 9-11-2007; Ord. No. 08-20, § 2, 7-22-2008)

Sec. 30-2. - Purpose.

The purpose of this chapter is to take all reasonable measures within the city's jurisdiction to prevent the establishment of activities that maintain or permit a condition which unreasonably annoys, injures or endangers the health, morals, decency, safety, or public peace so that such activities do not affect the comfortable enjoyment of life or property.

(Code 1978, § 5.08.01; Ord. No. 07-14, § 3, 9-11-2007)

Sec. 30-3. - Property conditions constituting a public nuisance.

The following are declared to be nuisances affecting public peace, health, welfare, and/or safety of the community:

- (1) Exposed accumulation of decayed or unwholesome food or vegetable matter.
- (2) All diseased animals running at large.

- (3) Carcasses of animals not buried at least three feet deep or destroyed within 24 hours after death.
- (4) Accumulations of manure, refuse or other debris, except that any manure maintained in conformance with chapter 10 shall not be declared a public nuisance.
- (5) Privy vaults and garbage cans which are not rodent-free or flytight or which are so maintained as to constitute a health hazard or to emit foul and disagreeable odors.
- (6) The storage or accumulation of waste, refuse, or garbage that is not contained in a closed container designed or reasonably adapted for such purpose, except for 30 days preceding pick-up by a hauler. This includes any accumulation of appliances, plumbing fixtures, furniture, equipment, remnants of wood (decayed or weathered) unused construction materials, stockpiles of rocks or dirt, or any items that could not be put to use in the manner that they are intended.
- (7) The depositing of garbage or refuse on a public right-of-way or adjacent private property.
- (8) The placing or throwing on any street, sidewalk or other public property of any glass, tacks, nails, bottles or other substance which may injure any person or animal or damage any pneumatic tire when passing over such surface.
- (9) The pollution of any public well or cistern, stream or lake, canal or body of water by sewage, industrial waste, or other substances.
- (10) All grass, weeds, or noxious growths of vegetation upon public or private property exceeding eight inches in height, or whatever height specified in the appropriate zoning district, excluding acceptable prairie restoration plant materials.
- (11) Dense smoke, noxious fumes, gas and soot, or cinders in unreasonable quantities.
- (12) Snow, ice, or other precipitation not removed from sidewalks or the allowing of rain water, ice, or snow to fall from any building or structure upon any street or sidewalk or to flow across any sidewalk.
- (13) All wires and limbs of trees which are so close to the surface of a sidewalk or street as to constitute a danger to pedestrians or vehicles.
- (14) Obstructions and excavations affecting the ordinary use by the public of streets, alleys, sidewalks, or public grounds except under such conditions as are permitted by this Code or other applicable law.
- (15) Radio aerials or television antennas erected or maintained in a dangerous manner.
- (16) Any use of property abutting on a public street or sidewalk or any use of a public street or sidewalk which causes large crowds of people to gather, obstructing traffic and the free uses of the streets or sidewalks.
- (17) All hanging signs, awnings, and other similar structures over streets and sidewalks, or so situated so as to endanger public safety, or not constructed and maintained as provided by code.
- (18) Any barbed-wire fence less than six feet above the ground and within three feet of a public sidewalk or way unless a permit is granted by the city.
- (19) Wastewater cast or permitted to flow, upon streets or other public property.
- (20) Any well, hole or similar excavation which is left uncovered or in such other condition as to constitute a hazard to any child coming on the premises where it is located.
- (21) Obstruction to the free flow of water in a natural waterway or a public street drain, gutter, or ditch with trash or other materials.

- (22) The existence of any structure or part of any structure which, because of fire, wind, or other natural disaster or physical deterioration, is no longer habitable as a dwelling nor useful for any other purpose for which it may have been intended.
- (23) The existence of any vacant dwelling, garage or other outbuilding, unless such buildings are kept securely locked, windows kept glazed or neatly boarded up and otherwise protected to prevent entrance thereto by vandals.
- (24) All dangerous, unguarded machinery in any public place, or so situated or operated on private property as to attract the public.
- (25) The outdoor or outside storage of any abandoned or inoperable vehicles, as defined by this chapter.
- (26) The outdoor or outside storage of any part of a motor vehicle or piece of machinery that is deteriorating or unusable or intended to be used as salvageable parts.
- (27) Any violation of section 117-355, relating to off-street parking regulations.
- (28) Any violation of chapter 10, relating to the keeping of animals.
- (29) Any violation of chapter 34, article III, division 3, relating to clandestine drug labs.
- (30) Any other act or omission declared to be a public nuisance and for which no sentence is specifically provided.
- (31) The use or operation of a radio, musical instrument, amplified music or sound, or other machine or device used for production of reproduction or sound at a volume in the excess of that reasonably necessary for the convenient hearing of the person or in the room, vehicle, or chamber in which the same is being operated, as defined by this chapter. The operation between the hours of 10:00 p.m. and 7:00 a.m. of any radio, musical instrument, amplified music or sound, or other machine or device for the reproducing or producing of sound if the sound therefrom is audible from:
  - a. An apartment or hallway of a multifamily building adjacent to a unit where the device is operating.
  - b. The property line of the real property on which the device is being operated.
  - c. A distance of 50 feet from any motor vehicle in which the device is operating.
- (32) To operate or to cause to be operated, but not limited to, the use of any noise creating blower or power fan, internal combustion engine, air compressor or steam engine, automobile, motorcycle, snowmobile, motor boat, motor bike, scooter, recreational vehicle, all terrain vehicle, off-highway motorcycle, off-road vehicle, go-cart, or remote controlled airplane, boat, or other vehicle powered by an engine or motor, the operation of which causes noise, unless the noise from the blower or fan is muffled and such engine or compressor is equipped with a muffler device sufficient to deaden and effectively prevent such noise so that the noise shall not annoy, disturb or affect the comfortable enjoyment of life or property.
  - a. Sound levels. No person shall operate or cause or permit to be operated any source of noise in such a manner as to create a noise level exceeding the limit set in Table 1.

TABLE 1

	7:00 A.M. — 10:00 P.M.		10:00 P.M. — 7:00 A.M.	
Land Use	L50	L10	L50	L10

Residential	60	65	50	55
Commercial	65	70	65	70
Industrial	75	80	75	80

b. Measurement procedure. The following procedures must be used to obtain a representative sound level measurement by the use of a sound measuring device:

1. A decibel meter will be used to obtain readings and be used as evidence.
2. The operator of the device has sufficient training to properly operate the equipment and can testify as to the manner in which the device was set up and operated.
3. The device is operated with minimal distortion or interference from outside sources; and has been certified as being accurate and reliable.
4. Measurements must be made at least three feet off the ground or surface and away from natural or artificial structures which would prevent an accurate measurement.
5. Measurements must be made using an A-weighting and fast response characteristics of the sound measuring device as specified in American National Standards Institute S1.4-1983.
6. Measurements must not be made in sustained winds or in precipitation which results in a difference of less than ten decibels between the background noise level and the noise source being measured.
7. Measurements must be made using a microphone which is protected from ambient conditions which would prevent an accurate measurement.
8. Measurement must be made from the property of the person making the complaint, when applicable.

(33) Tracks and trails for riding motor vehicles are not allowed in a residential area unless said track or trail is:

- a. 1,000 feet from any residence except that of the owner; and
- b. At least 50 feet from property lines, public streets, utilities, or easements.

(Code 1978, § 5.08.04; Ord. No. 04-34, 9-27-2004; Ord. No. 07-14, §§ 2, 3, 9-11-2007; Ord. No. 07-21, § 2, 10-23-2007; Ord. No. 11-06, § 2, 7-24-2012; Ord. No. 12-10, § 2, 7-24-2012)

Sec. 30-4. - Nuisances affecting public safety.

The following are declared to be nuisances affecting public safety:

- (1) All snow and ice not removed from public sidewalks 12 hours after snow or other precipitation causing the condition has ceased to fall;
- (2) All trees, hedges, billboards or other obstructions that prevent persons from having a clear view of all traffic approaching an intersection;
- (3) All wires and limbs of trees which are so close to the surface of a sidewalk or street as to constitute a danger to pedestrians or vehicles;

- (4) Obstructions and excavations affecting the ordinary use by the public of streets, alleys, sidewalks, or public grounds except under such conditions as are permitted by this Code or other applicable law;
- (5) Radio aeriels or television antennas erected or maintained in a dangerous manner;
- (6) Any use of property abutting on a public street or sidewalk or any use of a public street or sidewalk which causes large crowds of people to gather, obstructing traffic and the free uses of the streets or sidewalks;
- (7) All hanging signs, awnings, and other similar structures over streets and sidewalks, or so situated so as to endanger public safety, or not constructed and maintained as provided by code;
- (8) The allowing of rain water, ice, or snow to fall from any building or structure upon any street or sidewalk or to flow across any sidewalk;
- (9) Any barbed-wire fence less than six feet above the ground and within three feet of a public sidewalk or way unless a permit is granted by the city;
- (10) All dangerous, unguarded machinery in any public place, or so situated or operated on private property as to attract the public;
- (11) Wastewater cast or permitted to flow, upon streets or other public property;
- (12) Any well, hole or similar excavation which is left uncovered or in such other condition as to constitute a hazard to any child coming on the premises where it is located;
- (13) Obstruction to the free flow of water in a natural waterway or a public street drain, gutter, or ditch with trash or other materials;
- (14) The placing or throwing on any street, sidewalk or other public property of any glass, tacks, nails, bottles or other substance which may injure any person or animal or damage any pneumatic tire when passing over such surface;
- (15) The depositing of garbage or refuse on a public right-of-way or adjacent private property.

(Code 1978, § 5.08.06; Ord. No. 04-34, § 9-27-2004)

Sec. 30-5. - Nuisances affecting public peace.

(a) Specific acts. The following are declared to be nuisances affecting public peace:

- (1) The use or operation of a radio, musical instrument, phonograph, tape recorder or other machine or device used for production of reproduction of sound at a volume in the excess of that reasonably necessary for the convenient hearing of the person or in the room, vehicle, or chamber in which the same is being operated.
- (2) The operation between the hours of 10:00 p.m. and 7:00 a.m. of any radio, musical instrument, phonograph, tape recorder or other machine or device for the reproducing or producing of sound if the sound therefrom is audible from:
  - a. An apartment or hallway of a multifamily building adjacent to a unit where the device is operating.
  - b. The property line of the real property on which the device is being operated.
  - c. A distance of 50 feet from any motor vehicle in which the device is operating.
- (3) To operate or to cause to be operated, but not limited to, the use of any noise creating blower or power fan, internal combustion engine, air compressor or steam engine, automobile, motorcycle, snowmobile, motor boat, motor bike, scooter, recreational vehicle, all-terrain vehicle, off-highway motorcycle, off-road vehicle, go-cart, or remote-controlled airplane, boat, or

other vehicle powered by an engine or motor, the operation of which causes noise, unless the noise from the blower or fan is muffled and such engine or compressor is equipped with a muffler device sufficient to deaden and effectively prevent such noise so that the noise shall not annoy, disturb or affect the comfortable enjoyment of life or property.

- (4) Tracks and trails for riding motor vehicles are not allowed in a residential area unless said track or trail is:
  - a. 1,000 feet from any residence except that of the owner; and
  - b. At least 50 feet from property lines, public streets, utilities or easements.
- (5) All other conditions or things, which are likely to cause injury to the person or property of anyone and to interfere with the comfortable enjoyment of life or property.
- (b) Sound levels. No person shall operate or cause or permit to be operated any source of noise in such a manner as to create a noise level exceeding the limit set in Table 1.

TABLE 1

Land Use	7:00 A.M. - 10:00 P.M.		10:00 P.M. - 7:00 A.M.	
	L50	L10	L50	L10
Residential	65	60	55	50
Commercial	70	65	70	65
Industrial	80	75	80	75

- (c) Measurement procedure. The following procedures must be used to obtain a representative sound level measurement by the use of a sound measuring device:
  - (1) A decibel meter will be used to obtain readings and be used as evidence.
  - (2) The operator of the device has sufficient training to properly operate the equipment and can testify as to the manner in which the device was set up and operated.
  - (3) The device is operated with minimal distortion or interference from outside sources; and has been certified as being accurate and reliable.
  - (4) Measurements must be made at least three feet off the ground or surface and away from natural or artificial structures that would prevent an accurate measurement.
  - (5) Measurements must be made using an A-weighting and fast response characteristics of the sound measuring device as specified in American National Standards Institute S1.4-1983.
  - (6) Measurements must not be made in sustained winds or in precipitation that results in a difference of less than ten decibels between the background noise level and the noise source being measured.
  - (7) Measurements must be made using a microphone that is protected from ambient conditions that would prevent an accurate measurement.
  - (8) Measurement must be made from the property of the person making the complaint, when applicable.

(Code 1978, § 5.08.07; Ord. No. 04-34, § 9-27-2004)

Sec. 30-6. - Powers of city officials.

Whenever in the judgment of the city's health authority, city engineer, or chief of police (or other such city official as may be determined by the city administrator), a finding is made upon investigation that a public nuisance is being maintained or exists within the city, the city may at the direction of the city administrator, issue written notice to the owner or occupant of the premises where the public nuisance is maintained requiring him to terminate and abate said nuisance. Service of said notice shall be in person or by U.S. mail. If the premises are not occupied and the address of the owner is unknown, service on the owner may be had by posting a copy of the notice on the premises. If the nuisance is not abated within ten days of the date of issuance of the notice, the city may issue a code violation citation to the notified owner or occupant. As an alternative, the city may elect to prosecute the matter in district court without first issuing the ten-day notice described in this section.

(Code 1978, § 5.08.08; Ord. No. 04-34, § 9-27-2004)

Sec. 30-7. - Abatement of nuisances by council.

If, after such service of notice, the party fails to abate the nuisance or make the necessary repairs, alterations, or changes in accordance with the direction of the council, said council may cause such nuisance to be abated at the expense of the city and recover such expenditure, plus an additional 25 percent, either by civil action against the person served; or if such service has been had upon the owner or occupant, by ordering the city administrator to extend such sum, plus 25 percent as a special tax against the property upon which the nuisance existed and to certify the same to the county auditor for collection in the manner as taxes and special assessments are certified and collected.

(Code 1978, § 5.08.09; Ord. No. 04-34, § 9-27-2004)

**State Law reference**— Collection of charges as a special assessment, Minn. Stats. § 439.101.

Meeting Date: 07/28/2015

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### Information

**Title:**

Update on Consulting Land Use Planning and Zoning Administration Services Utilized by the City and Review New Quotes from Qualified Firms

**Purpose/Background:**

The purpose of this case is to update the City Council on a recent change to professional services utilized by the Community Development Department. The City's previous project manager from the existing firm the City had been utilizing has accepted a position with another organization, leaving a service level gap in the City's Community Development Department. Staff has sought quotes from qualified firms and received two (2) responses. City Staff would like to confirm with the City Council the selection of the firm WSB & Associates to provide as-needed support to the City's Community Development Department.

The Community Development Department budgets \$20,000 annually for professional services. These services include, but are not necessarily limited to, policy review, ordinance drafting, and permit review. In addition, the City utilizes these services to aide in the review of land use applications such as Major Subdivisions and significant Site Plan Reviews. Costs incurred by Land Use Applications are passed on to the Applicant. Utilizing professional services, either for direct application review or to supplement other activities to allow City Staff to review, has been an effective tool that allows the City to respond to the variable nature in activity levels. Additionally, with the priority placed on clarifying the vision of The COR at the request of the Planning Commission, Staff finds it necessary to select a firm as soon as possible to balance key priorities and current activity levels. Note: Staff finds this assistance necessary, even if the Planning Commission had not initiated the exercise to compare the previous vision of The COR. General categories of assistance include, but are not limited to the following.

Utilizing professional services allows the City to address activity levels that exceed the capacity of current Staffing levels that 1) acknowledges the variability in activity levels and only call on when needed; and 2) acknowledges when consistent activity levels do not warrant the hiring of a full-time or part-time employee.

The City's Professional Services Policy states that a Request for Proposal must be used if the amount exceeds \$40,000. In this case, the City only budgets \$20,000. This amount, plus amounts paid for by Applicants for Land Use Applications, remains below this dollar figure. Staff would like to confirm consensus of the City Council the proposed plan to select a firm based on obtained quotes.

City Staff requested quotes from three (3) firms; HKGi, SRF, and WSB. HKGi and WSB submitted quotes for consideration. SRF elected not to respond, as this firm is more focused on project-specific planning assistance as opposed to general, day-to-day planning assistance. The quotes from HKGi and WSB are generally comparable. Staff believes that the WSB quote provides the most flexibility in managing costs with a low-end hourly rate of \$72 to a high end rate of \$114. Staff believes the project team selected by WSB and associated hourly rates matches the need and the City's rates and charges for land use applications well.

**Alternatives**

Alternative 1 - Select WSB to provide as-needed support to the Community Development. The City has used this approach with a different firm for several years with good success in managing workload and costs. Staff recommends that the City continue to utilize this option.

Alternative 2 - Hire a regular City employee in lieu of professional services. The City has not budgeted for a

regular City employee for 2015. An arrangement with professional services allows the City to more quickly respond to actual activity levels to supplement existing City Staff. Additionally, an arrangement with professional services allows the City to capitalize on other services such as conceptual site plan layout, graphic design, and other areas of expertise.

Alternative 3 - Do not select a professional services firm or hire regular City employee. Due to current workload, a service level gap currently exists. Staff is not able to respond to inquiries and applications in an acceptable timeframe without providing additional support. Filling the service level gap will free up time for Staff to respond to the City's core functions within acceptable metrics (10 business day plan review, 48 hour inspection window, 14 day compliance for code enforcement, 60 day land use application review).

**Timeframe:**

10 minutes

**Funding Source:**

Funding has already been budgeted in the 2015 General Fund Levy under Business Unit 191 (Planning and Zoning Services)

**Responsible Party(ies):**

Community Development Director

**Outcome:**

Consensus to allow Staff to utilize the firm of WSB & Associates for general planning and zoning professional services.

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**Attachments**

[HKGi Response](#)

[WSB Response](#)

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**Form Review**

**Inbox**

Kurt Ulrich

Form Started By: Tim Gladhill

Final Approval Date: 07/23/2015

**Reviewed By**

Kurt Ulrich

**Date**

07/23/2015 08:51 AM

Started On: 07/17/2015 07:44 AM



Hoisington Koegler Group Inc.  
 Landscape Architecture  
 Planning  
 Urban Design

123 N. 3rd Street, Suite 100  
 Minneapolis, MN 55401  
 612-338-0800

COLLABORATE  
 LISTEN  
 EXPLORE  
 CREATE

*HKGi believes that design, when inspired by the character of the people and the land, can create a unique and identifiable sense of community.*

July 22, 2015

Tim Gladhill  
 City of Ramsey  
 7550 Sunwood Drive NW  
 Ramsey, MN 55303

Re: Planning Services

Dear Tim,

On behalf of Hoisington Koegler Group, Inc., we are pleased to provide you with this proposal to provide general land use planning and zoning administration services. HKGi is a Minneapolis-based firm of talented planners, landscape architects, and urban designers. Communities seek HKGi because of our ability to listen, work collaboratively, and creatively address complex issues. As identified in the included Firm Profile and further described on our services overview pages, HKGi is able to provide a wide range of services to meet the needs of the City of Ramsey.

We currently provide planning support services similar to what you have identified for the City of Mound (20+ years). We also serve as the primary planning staff for the cities of Greenfield (18 years) and Medicine Lake (14 years). In addition, over the years we have provided transitional planning services for communities such as Rogers, Hassan, Chanhassen, Faribault, Farmington, Hopkins, Hastings, Inver Grove Heights, Moorhead, and Wayzata.

On a day to day basis, Jeff Miller will be the Project Manager, responsible for coordinating and leading all land use planning and zoning administration services. Jeff has experience as a city planner (Chaska) and providing consultant planning services to communities (Mound, Rogers) while at HKGi. Rita Trapp, who is the Project Manager for the City of Mound and assistant planner for the City of Greenfield, will assist as needed to provide additional development review capacity. Other staff that we anticipate would assist with specific projects include Planner Chrissy Lee and Landscape Architect Jeff McMenimen. Information is also provided for Landscape Architects Paul Paige and Amy Bower, both of whom offer streetscape and parks expertise.

A copy of our typical Contract for Planning Services has been provided. If additional components are needed to meet City requirements, please let us know. The specific hourly rate would be \$105 for Jeff and Rita. Attachment A provides our standard hourly and reimbursable rates for other staff that may also assist with specific projects.

Thank you for the opportunity to explore providing services to the City of Ramsey. If you have any questions, please do not hesitate to give either Jeff or Rita a call.

Sincerely,

Jeff Miller, AICP  
 Planner  
 jmiller@hkgi.com 612-252-7123

Rita Trapp, AICP  
 Planner  
 rita@hkgi.com 612-252-7135

# FIRM PROFILE

## Hoisington Koegler Group Inc. (HKGi)



**Hoisington Koegler Group (HKGi)** is a firm of talented planners, landscape architects, and urban designers who share their passion for planning and design with clients striving to create lasting places of quality. HKGi has over thirty years of experience designing high quality and distinctive public and private spaces on budget and on time. Clients seek HKGi to lead their planning and design efforts because of our ability to creatively synthesize complex program needs and planning issues within a process of consensus-building.

### COLLABORATE

We strive to integrate diverse perspectives into all of our work. We bring together teams of professionals that thrive on a studio approach to planning and design and are passionate about the continuous process of teaching and learning.

### LISTEN

In order for design to reflect the unique character of any given place, the natural, cultural, and historical values need to be heard and understood. We will continually listen to clients and stakeholders to ensure we build upon the inherent strengths of the land and consistently provide direction that respects the context of the project at hand.

### EXPLORE

By embracing the complexities of our projects we can create new solutions that bring obvious and measurable value to our clients. Our thirst to seek out new connections between people and the land is at the heart of our explorations and is integral to our planning and design process.

### CREATE

Only by understanding how a planning principle evolves into a built community asset can we actually begin to see how our work affects the physical character of any given place. We will always strive to carry our conceptual planning ideas forward to built realities so that our plans can have a real and tangible contribution to communities and their cultures.



### Hoisington Koegler Group Inc.

123 North Third Street Suite 100  
Minneapolis, Minnesota 55401

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f: 612.338.6838

e: [info@hkgi.com](mailto:info@hkgi.com)

w: [www.hkgi.com](http://www.hkgi.com)

Est. 1982

### Principals:

Mark Koegler, ASLA, CEO

Paul Paige, PLA, President

Brad Scheib, AICP, Vice President

Bryan Harjes, PLA, LEED AP, Vice  
President

### Associates:

Lil Leatham, PLA

### Staff:

- » 7 Licensed Landscape Architects
- » 3 Certified Planners
- » 1 Graduate Planner
- » 5 Graduate Landscape Architects
- » 1 Communications Staff

### Services:

- » Comprehensive Planning
- » Zoning Ordinances
- » GIS Analysis
- » Environmental Review
- » Land Use Planning
- » Schematic & Site Design
- » Public Participation
- » Urban Design
- » Landscape Architecture
- » Streetscape Design
- » Downtown Planning
- » Commercial Area Revitalization
- » Transit Oriented Development
- » Park Planning and Design
- » Corridor Studies
- » Strategic Planning
- » Greenway Planning
- » Bikeway and Trail Planning



**Years of Experience:** 15

**Education:**

- » Master of Planning - University of Minnesota
- » B.A., Economics - St. Olaf College, Northfield, MN

**Affiliations:**

- » American Planning Association, Minnesota Chapter
- » Sensible Land Use Coalition
- » Urban Land Institute, Minnesota Chapter

**Awards:**

- » 2014 MN APA Planning in Context Award - Chaska Downtown Signage Design Guidelines
- » 2002 MN APA Outstanding Plan Award - Northwest Corridor Planning and Design Framework

**Publications:**

- » "Reusing Brownfields: Obstacles and Opportunities for Inner-Ring Suburbs," article published in the *CURA Reporter* (Center for Urban and Regional Affairs), Author, October 2001

**Hoisington Koegler Group Inc.**

**Jeff Miller** AICP

**Planner - Senior Professional** | 612.252.7123 | [jmiller@hkgi.com](mailto:jmiller@hkgi.com)

Jeff provides expertise in the areas of land use planning, small area/master plans, comprehensive plans, corridor plans, redevelopment plans, urban design, community visioning, public participation, environmental review, historic preservation, and zoning. He has experience as a city planner, as a planning services consultant, and in the academic environment. Jeff also brings strong urban design knowledge and ideas to his projects thanks to his previous experience with the Design Center for the American Urban Landscape. This range of experience has enabled him to develop an integrated planning approach and understand the issues and opportunities communities face from a variety of perspectives.

**RELEVANT PROJECT EXPERIENCE**

- » General Planning Services | Rogers, MN
- » General Planning Services | Mound, MN
- » Zoning and Subdivision Ordinance Revision | Golden Valley, MN
- » Redevelopment Master Plan | Osseo, MN
- » Downtown Master Plan and Streetscape Schematic Design | Chaska, MN
- » Downtown Signage Design Guidelines and Zoning Ordinance | Chaska, MN
- » Northstar TOD TIF Redevelopment Master Plan | Fridley, MN
- » Cedar Ave BRTOD Zoning Ordinance & Design Guidelines | Apple Valley, MN
- » Town Center Design Guidelines and Zoning Ordinance | Eden Prairie, MN
- » Transit Oriented Development Zoning Ordinance | Eden Prairie, MN
- » Form-Based Zoning District - Gladstone Neighborhood Redevelopment Plan | Maplewood, MN
- » Downtown East/North Loop Rezoning Study | Minneapolis, MN
- » I-494 Corridor Study and Mixed-Use Zoning Ordinance | Richfield, MN
- » Louisiana Station Area Design Guidelines | St. Louis Park, MN
- » Exterior Lighting Zoning Ordinance | St. Louis Park, MN
- » Beltline Station Area Design Guidelines | St. Louis Park, MN
- » West Side Flats Master Plan and Development Guidelines | Saint Paul, MN
- » Urban Village Master Plan and Zoning Ordinance | Woodbury, MN
- » Grant Writing Services | Dakota and Anoka Counties, MN
- » Comprehensive Plan | Ramsey, MN
- » Comprehensive Plan | Rogers, MN
- » Comprehensive Plan | Roseville, MN
- » Comprehensive Plan | Osseo, MN
- » Comprehensive Plan | St. Louis Park, MN
- » Comprehensive Plan | Mound, MN
- » Comprehensive Plan | Chaska, MN
- » Comprehensive Plan | Eden Prairie, MN
- » Comprehensive Plan | Wahpeton, ND
- » Comprehensive Plan Amendments | Chaska and Inver Grove Heights, MN



**Years of Experience: 12**

**Education:**

- » B.S., Land Use Geography and Economics - University of Wisconsin-Eau Claire

**Memberships and Affiliations**

- » American Institute of Certified Planners (AICP)
- » Accredited Professional, Leadership in Energy and Environmental Design (LEED)
- » Professional Development Officer (PDO) for Minnesota Chapter, American Planning Association
- » Former Secretary of Board of Directors, Minnesota Chapter, US Green Building Council
- » Minnesota Design Team, past Chair and co-leader of Walker and Maple Plain visits
- » Former Vice Chair, Planning Commission, Vadnais Heights, Minnesota

**Hoisington Koegler Group Inc.**

**Rita Trapp, AICP, LEED AP**

**Planner - Senior Professional | 612.252.7135 | rita@hkgi.com**

Rita blends strong technical planning with exceptional communication and management skills. She is an effective communicator, comfortable organizing input processes and facilitating both large and small group activities. She has served on a multitude of planning teams addressing comprehensive planning, redevelopment, downtowns, zoning, parks and trails, active living, and strategic planning needs.

In addition to assisting communities in times of staff transition, she has provided day to day planning services for the City of Mound for 10 years. With her strong writing skills she has assisted more than a dozen local government agencies secure nearly \$5.8 million in grant funding. Her previous work in the public sector and on her local planning commission means she is able to approach planning projects with an understanding of the client's perspective.

**RELEVANT PROJECT EXPERIENCE**

- » General Planning Services | Mound, MN
- » General Planning Services | Greenfield, MN
- » General Planning Services | Faribault, MN
- » General Planning Services | Moorhead, MN
- » General Planning Services | Hassan Township, MN
- » Zoning and Subdivision Ordinance Study | Golden Valley, MN
- » Zoning and Subdivision Ordinance Update | Greenfield, MN
- » Zoning Ordinance Amendments | Bondurant, IA
- » Comprehensive Plan | Eagan, MN
- » Comprehensive Plan | Hassan Township, MN
- » Comprehensive Plan | Mound, MN
- » Comprehensive Plan | Monticello, MN
- » Comprehensive Plan | Moorhead, MN
- » Comprehensive Plan | Perry, Iowa
- » Comprehensive Plan | Richfield, MN
- » Comprehensive Plan | St. Michael, MN
- » Comprehensive Plan | Storm Lake, Iowa
- » Comprehensive Plan | Wahpeton, ND
- » Foley Boulevard Station Area Plan | Coon Rapids, MN
- » Highway Corridors Transition Study | Shoreview, MN
- » Growth Area Plans and AUARs | Moorhead, MN
- » SHIP Grant Writing | Anoka County, MN
- » SHIP Grant Writing | Dakota County, MN
- » Parks and Recreation System Master Plan | Maplewood, MN
- » Above the Falls Regional Park Master Plan | Minneapolis, MN
- » Rice Creek N Regional Trail Master Plan Amendment | Ramsey County, MN
- » Hwy 96 Snail Lake Marsh Master Plan Amendment | Ramsey County, MN



Hoisington Koegler Group Inc.

## Jeff McMenimen PLA

Director of Design - Associate | 612.252.7130 | jeff@hkgi.com

Jeff is Director of Design and a landscape architect/urban designer, credited with a range of complex and award winning design and planning assignments over twenty five years of practice. Jeff has a particular interest in campus planning, streetscape and public space design, urban design, and transit-oriented development. His goal is to create high-quality, engaging and distinctive environments that foster community and a strong sense of place. Jeff is an active member of the Urban Land Institute, serving on the Minnesota ULI Land Use and Transportation Committee. He has taught urban design and landscape architecture studios at the University of Colorado at Denver, and at the University of Minnesota College of Design.

**Years of Experience:** 25

### Education:

- » Bachelor of Landscape Architecture - University of Minnesota
- » Regional Planning and Urban Design - University of Colorado at Denver

### Registration:

- » Landscape Architect, Minnesota License No. 43941

### Memberships/Affiliations:

- » Urban Land Institute, MN Land Use and Transportation Committee

### Awards:

- » 2014 ASLA-MN Merit Award; 2014 MN APA Innovation in Planning Award; 2013 ASLA-CO Merit Award; and 2013 Honor Award from The Waterfront Center, Great River Passage, Saint Paul
- » 2011 ULI Award for Excellence, Riverfront Park, Denver
- » 2009 ASLA-MN Honor Award, UMore Park Master Plan, Rosemount
- » 2009 ULI Award for Excellence, Kierland Commons, Phoenix
- » 2004 ASLA-AZ Honor Award, Kierland Commons, Phoenix
- » 2003 CNU Charter Award, Riverfront Park, Denver
- » 2003 ASLA-CO Honor Award,

### RELEVANT PROJECT EXPERIENCE

- » Cedar Avenue Bus Rapid Transit Station Area Planning | Apple Valley, MN
- » TCAAP Redevelopment Master Plan | Arden Hills, MN
- » Downtown Master Plan | Chaska, MN
- » Southwest Area Growth and Development Plan | Chaska, MN
- » Foley Station TOD Master Plan | Coon Rapids, MN
- » St. Louis River Corridor Vision | Duluth, MN
- » SWLRT Station Area Concept Plans | Eden Prairie, MN
- » Town Center Design Guidelines and Redevelopment Plan | Eden Prairie, MN
- » Greater Southdale Area Land Use and Transportation Master Plan | Edina, MN
- » Rivers Edge Park and Plaza Design | Elk River, MN
- » MMPA Energy Park Master Plan and Site Design | Faribault, MN
- » Downtown Revitalization Plan | Grand Rapids, MN
- » Southwest LRT Transitional Station Area Action Plan | Hennepin County, MN
- » Penn Avenue Corridor Vision & Implementation Plan | Hennepin County, MN
- » Bottineau LRT Station Area Plan | Hennepin County, MN
- » Excelsior Boulevard Streetscape Design | Hopkins, MN
- » Bassett Creek Valley Master Plan | Minneapolis, MN
- » South Lyndale Corridor Master Plan & Design Guidelines | Minneapolis, MN
- » Minnehaha/Hiawatha Corridor Strategic Investment Plan | Minneapolis, MN
- » Linden Yards West Redevelopment | Minneapolis, MN
- » Upper Harbor Terminal Redevelopment Plan | Minneapolis, MN
- » Transit Center Site Design | Mound, MN
- » Business Park Master Plan | Northfield, MN
- » 494 Corridor Redevelopment Plan | Richfield, MN
- » Penn Avenue Redevelopment Plan | Richfield, MN
- » Soldiers Field Park Master Plan | Rochester, MN
- » UMore Park Concept Master Plan and Pattern Book | Rosemount, MN
- » Great River Passage Master Plan | Saint Paul, MN
- » West Side Flats Master Plan and Development Guidelines | Saint Paul, MN
- » Island Station Master Plan | Saint Paul, MN



**Years of Experience: 2**

**Education:**

- » Master of City Planning - University of Pennsylvania, Philadelphia, PA
- » B.A., Studio Art - Carleton College, Northfield, MN

**Memberships/Affiliations:**

- » American Planning Association
- » Minneapolis Bicycle Coalition

Hoisington Koegler Group Inc.

## Chrissy Lee

Planner - Professional I | 612.252.7126 | chrissy@hkgi.com

Chrissy is a planner and recent graduate from the University of Pennsylvania's Master of City Planning program. As a research fellow at PennPraxis, Chrissy helped develop a public realm action plan for Philadelphia's Benjamin Franklin Parkway, presenting short term goals and visions for the city's premiere civic space. Chrissy's capstone planning and design studio examined the issue of urban highway removal, proposing redevelopment schemes for prospective removals in six North American cities. In addition to her background in community and public space planning, Chrissy has several years of experience as an analyst and project manager for the New York City Department of Education. Chrissy draws on her diverse background in planning, visual arts, and public policy to provide integrated and people-centered approaches to planning and design.

### RELEVANT PROJECT EXPERIENCE

- » General Planning Services | Medicine Lake, MN
  - » Zoning Ordinance Update | Medicine Lake, MN
  - » Comprehensive Plan | Perry, IA
  - » Comprehensive Plan | Ironwood, MI
  - » Comprehensive Plan | Rochester, MN
  - » Comprehensive Plan | Rochester, MN
  - » Western Shakopee/Jackson Township Land Use Master Plan | Shakopee, MN
  - » Louisiana Station Area Planning and Design Guidelines | St. Louis Park, MN
  - » Cedar Avenue BRT Market and Development Study | Apple Valley, MN
  - » Bloomington Alternative Transportation Plan | Bloomington, MN
  - » Foley Boulevard Station Area Plan | Coon Rapids, MN
  - » Northstar TOD TIF District Master Plan | Fridley, MN
  - » SW LRT Transitional Station Area Action Plans | Hennepin County, MN
  - » Penn Avenue Corridor Vision Framework | Hennepin County, MN
  - » Bottineau LRT Station Area Planning | Hennepin County, MN
  - » Lanesboro Art Center Campus Master Plan | Lanesboro, MN
  - » Hiawatha Business Inventory | Minneapolis, MN
  - » \*More Park, Less Way: An Action Plan for the Benjamin Franklin Parkway | Philadelphia, PA
  - » \*Make Your Mark! The Lower Lancaster Revitaliation Plan | Philadelphia, PA
  - » \*Along the Avenue: The Economic Development Strategic Plan for Germantown and Lehigh | Philadelphia, PA
- \*Project completed prior to joining HKGi



**Years of Experience:** 23

**Education:**

- » Bachelor of Landscape Architecture, University of Minnesota

**Registration:**

- » Landscape Architect, Minnesota License No. 23594

**Memberships/Affiliations:**

- » Elk River Parks and Recreation Commission (former)
- » Sensible Land Use Coalition

**Awards:**

- » 2015 ACEC-MN Excellence in Engineering Honor Award - Buffalo Downtown Commons
- » 2014 MN APA Planning in Context Award - Chaska Downtown Streetscape Schematic Design
- » 2013 MN ASLA Merit Award and 2009 MRPA Award of Excellence - Rivers Edge Commons, Elk River, MN
- » 2003 Mpls AIA Merit Award - Bloomington Civic Plaza
- » 2002 MRPA Award of Excellence - Normandale Lake Bandshell
- » 1988 ASLA Honor Award for Student Work

**Hoisington Koegler Group Inc.**

**Paul Paige** PLA

**President - Principal | 612.252.7125 | ppaige@hkgi.com**

Paul possesses more than 20 years of experience completing public and private projects throughout the country. He has provided leadership as project manager on a wide range of planning and design projects, with a particular focus on planning, site design, and construction administration for park and recreation systems and facilities, downtown and commercial corridor streetscapes, civic and corporate campuses, and other public spaces. Paul has also frequently provided consultation and advisory services to public and private land owners to help them understand their development options to achieve the highest and best use of their land.

Paul's project management leadership and technical expertise have been critical ingredients in transforming paper plans and designs into built work. He has shepherded numerous construction projects through to completion, and the results of his work can be seen throughout Minnesota.

**STREETSCAPE AND PARK DESIGN EXPERIENCE**

- » River's Edge Commons Downtown Park Plan and Construction Administration | Elk River, MN
- » Broadway Avenue Streetscape and Wayfinding Design | Alexandria, MN
- » Little Canada Road Streetscape | Little Canada, MN
- » County Road 15 Realignment and Streetscape Design | Mound, MN
- » Bright KEYS Development - Town Center Gardens | Ramsey, MN
- » Excelsior Boulevard Streetscape and Community Gateway Signage | St. Louis Park, MN
- » Como Regional Park Signage | St. Paul, MN
- » Town Square Park | Blaine, MN
- » France Avenue/Old Shakopee Road Streetscape | Bloomington, MN
- » City Hall and Art Center Site Design | Bloomington, MN
- » Village Creek and Arbor Plaza | Brooklyn Park, MN
- » Shingle Creek Overlook | Brooklyn Park, MN
- » Downtown Commons | Buffalo, MN
- » Frontage Road Streetscape Design | Byron, MN
- » Highway 169 Corridor Enhancements | Champlin, MN
- » Veterans Memorial Park and Andrews Park Renovation | Champlin, MN
- » 15+ Park Improvement Projects over 15 years | Chanhassen, MN
- » Downtown Streetscape Schematic Design and Construction Documentation | Chaska, MN
- » Village Master Plan, Streetscape and Plaza Design | Circle Pines, MN
- » Bassett Creek Park Extension | Crystal, MN
- » North Urban Regional Trail Design | Dakota County, MN
- » Central Avenue Streetscape | Faribault, MN
- » Henry's Woods Memorial Park Plan | Hassan Township, MN
- » County Road 144 Trail Feasibility Study | Hassan Township, MN
- » Streetscape Plan | Red Wing, MN



Hoisington Koegler Group Inc.

## Amy Bower PLA

Landscape Architect - Professional II | 612.252.7121 | amy@hkgi.com

Amy has nearly two decades of experience developing plans, site designs and construction documentation for parks, public spaces, trails, recreational facilities, and streetscapes. She also designs wayfinding and monument signage for clients. Her background in industrial design, combined with her experience as a landscape architect, has enabled her to develop a particular expertise transforming planning and design concepts into built work. She provides clients with valuable cost estimation, landscape architecture, and construction administration services. Her award-winning work can be seen throughout the Twin Cities metropolitan area, including in Elk River, Osseo, and Hastings.

In addition to Amy's expertise transforming project designs into built products, she is skilled at working with clients and stakeholders during the design process, ensuring their input and needs are addressed during final design and implementation.

**Years of Experience: 18**

### Education:

- » Masters of Landscape Architecture, University of Minnesota
- » Bachelors of Science, Industrial Design, University of Wisconsin-Stout

### Registration:

- » Landscape Architect, Minnesota Licence No. 41472

### Awards:

- » 2015 MnDOT Stewardship Award - **River to River Greenway**
- » 2015 ACEC-MN Excellence in Engineering Honor Award - **Buffalo Downtown Commons**
- » 2014 MN APA Planning in Context Award - **Chaska Downtown Streetscape Schematic Design**
- » 2013 MN ASLA Merit Award and 2009 MRPA Award of Excellence - **Elk River Rivers Edge Commons**
- » 2012 MN ASLA Merit Award and 2011 CEA of MN Project of the Year Award - **Osseo Central Avenue Streetscape**
- » 2003 MN AIA Merit Award - **Bloomington Civic Plaza**
- » 2002 Minneapolis HPC Preservation Award - **Minneapolis Main Steet SE Streetscape**

### STREETSCAPE AND PARK DESIGN EXPERIENCE

- » Broadway Avenue Streetscape and Wayfinding Design | Alexandria, MN
- » Town Square Park Concepts | Blaine, MN
- » Blaine City Offices Landscape Plan | Blaine, MN
- » City Hall Campus Landscape Plan | Bloomington, MN
- » Old Shakopee Road/France Avenue Streetscape Design | Bloomington, MN
- » Shingle Creek Overlook | Brooklyn Park, MN
- » Village Creek and Arbor Plaza | Brooklyn Park, MN
- » Downtown Commons Improvements | Buffalo, MN
- » Frontage Road Streetscape | Byron, MN
- » Downtown Streetscape Design | Chaska, MN
- » Village Master Plan Streetscape and Plaza Design | Circle Pines, MN
- » Countryside Park and Ballfield Improvements | Edina, MN
- » Rivers Edge Commons Park Master Plan and Design | Elk River, MN
- » Gateway and Wayfinding Signage Design | Elk River, MN
- » Springbrook Nature Center Master Plan | Fridley, MN
- » Brookview Park Playground Improvements | Golden Valley, MN
- » General Seiben Drive Streetscape | Hastings, MN
- » Lock and Dam Road Streetscape | Hastings, MN
- » Excelsior Boulevard Streetscape | Hopkins, MN
- » Hopkins Crossroad/Minnetonka Boulevard Streetscape | Hopkins, MN
- » Harbor Drive Streetscape | Mound, MN
- » Hwy 10 Corridor Identity Concept Plan | Mounds View, MN
- » Bridge Square Downtown Park Plan | Northfield, MN
- » Downtown Streetscape Concept Design | Osakis, MN
- » Central Avenue Streetscape | Osseo, MN
- » Comprehensive Plan | Ramsey, MN

## ATTACHMENT A

### HOISINGTON KOEGLER GROUP INC.

#### 2015 HOURLY RATES

Principal .....	\$160-215/hr
Associate .....	\$110-155/hr
Senior Professional .....	\$90-155/hr
Professional II .....	\$80-100/hr
Professional I.....	\$50-80/hr
Technical .....	\$40-60/hr
Secretarial.....	\$55/hr
Litigation Services .....	\$190/hr
Testimony .....	\$275/hr

#### INCIDENTAL EXPENSES:

Mileage .....	current federal rate/mile
Photocopying BW.....	15¢/page
Photocopying Color .....	\$1.00/page
Outside Printing .....	Actual Cost
Large Format Scanning .....	Actual Cost
B/W Bond Plots.....	\$5.00 each
Color Bond Plots.....	\$20.00 each
Photo Paper Color Plots.....	\$40.00 each

# SAMPLE CONTRACT

[Date]

[Contact]

City of Ramsey  
7550 Sunwood Drive NW  
Ramsey, MN 55303

Re: Contract for Professional Planning Services

Attention:

This letter outlines an Objective, Fee Schedule and other elements which together constitute an agreement between the City of Ramsey, Minnesota, hereinafter referred to as the CITY, and Hoisington Koegler Group Inc., hereinafter referred to as the CONSULTANT for professional services.

The CITY and CONSULTANT agree as set forth below:

## A. OBJECTIVE

The CONSULTANT, will provide the CITY with planning services as requested by the CITY which may include any of the following items: review of land use applications, review of building permit applications for zoning compliance, preparation of conceptual site plans, preparation of applications for comprehensive plan amendments to the Metropolitan Council, assistance with review and update of The COR Development Plan, review and update of ordinances, responses to general questions, meetings related to the mentioned tasks, and associated expenses including copying, mileage, and other incidentals incurred by the CONSULTANT as approved by the CITY.

## B. FEE QUOTE

The fee is based on an hourly rate basis as stated in Attachment "A" plus reimbursable expenses which will be billed at cost.

## C. NONDISCRIMINATION

The CONSULTANT agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap unrelated to the duties of a position, of applicants for employment or employees as to terms of employment, promotion, demotion or transfer, recruitment, layoff or termination, compensation, selection for training, or participation in recreational and educational activities.

## D. EQUAL OPPORTUNITY

During the performance of this Contract, the CONSULTANT, in compliance with Executive Order 11246, as amended by Executive Order 11375 and Department of Labor regulations 41 CFR Part 60, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The CONSULTANT shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT shall post in conspicuous places available to employees and applicants for employment notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The CONSULTANT shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The CONSULTANT shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work.

E. TERM, TERMINATION, SUCCESSORS AND/OR ASSIGNS

- 1. The Term of this Agreement shall be concurrent with the work authorized and shall be in accordance with the schedule to be established between the CITY and the CONSULTANT.
- 2. Either party may terminate this Agreement by written notice to the other party at its address by certified mail at least ten (10) days prior to the date of termination.
- 3. Neither the CITY nor the CONSULTANT shall assign, sublet or transfer its interest in this Agreement without the written consent of the other.
- 4. The time schedule shall not apply and/or time extensions will be allowed for any circumstances beyond the control of the CONSULTANT.
- 5. This Agreement shall be governed by all applicable laws.
- 6. Upon termination, Consultant shall be entitled to fees earned through the effective date of termination.

F. REVOCATION

If this agreement is not signed and accepted by both parties within 90 days of the contract date, it shall become null and void.

G. AUTHORIZATION

IN WITNESS WHEREOF, The CITY OF RAMSEY and the CONSULTANT have made and executed this Agreement for Professional Services,

This     day of             , 2015.

CITY OF RAMSEY

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Attest:

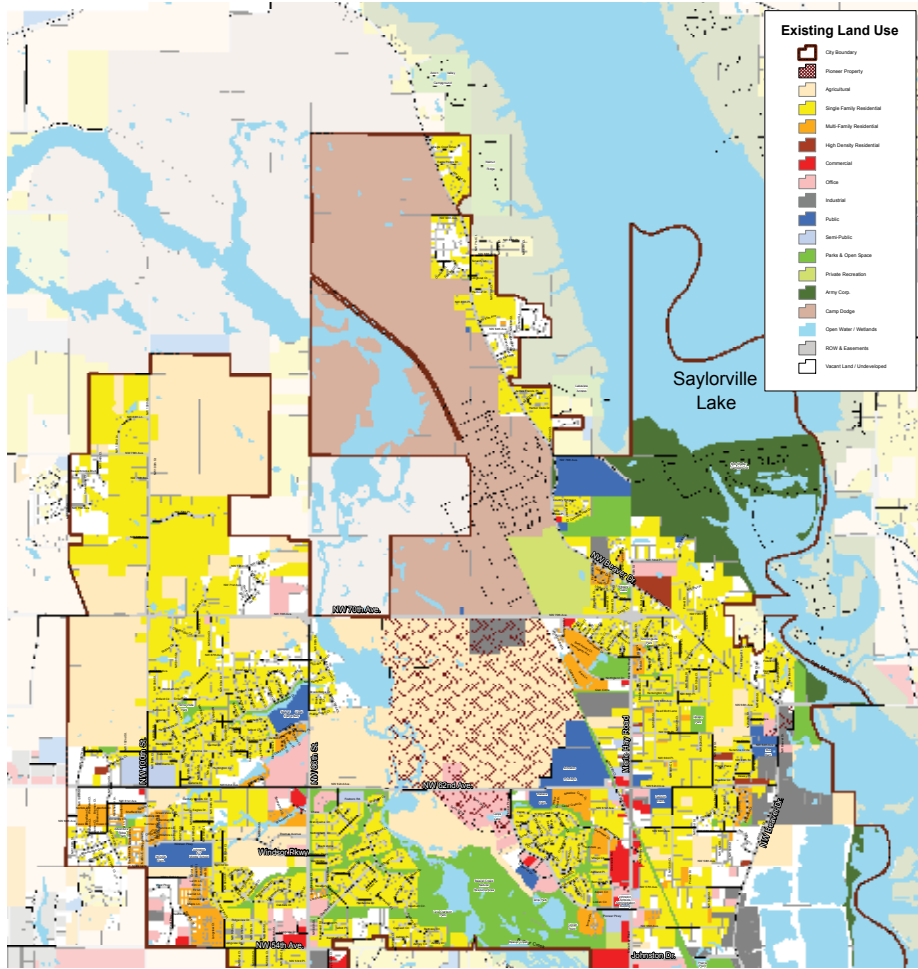
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Name

\_\_\_\_\_  
Title

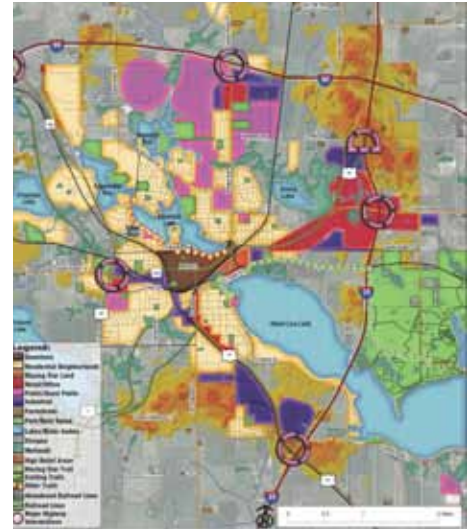
HOISINGTON KOEGLER GROUP INC.

\_\_\_\_\_  
Paul Paige, President

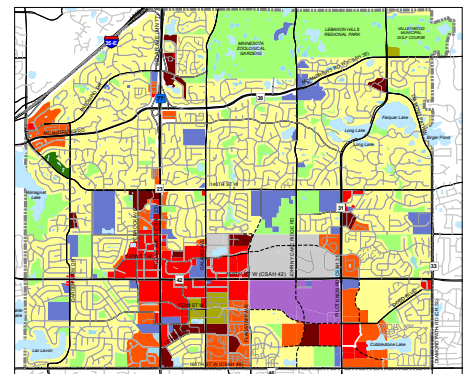
# Comprehensive Planning



Johnston, Iowa Comprehensive Plan



Albert Lea Comprehensive Plan



Apple Valley Comprehensive Plan



Rogers Comprehensive Plan



UMore Comprehensive Planning - Rosemount, Minnesota

A comprehensive plan is the primary tool used by communities to direct and manage future change. Creating a plan that truly helps a community advance its vision for the future requires creativity, experience and trust. For over thirty years, planners at Hoisington Koezler Group have been working with communities to assess their values, define their aspirations and reach consensus on actions and strategies to move them forward towards achieving their desired future vision. HKGi strives to inspire the kinds of ideas that lead to sustainable communities in which to live, work, and play.

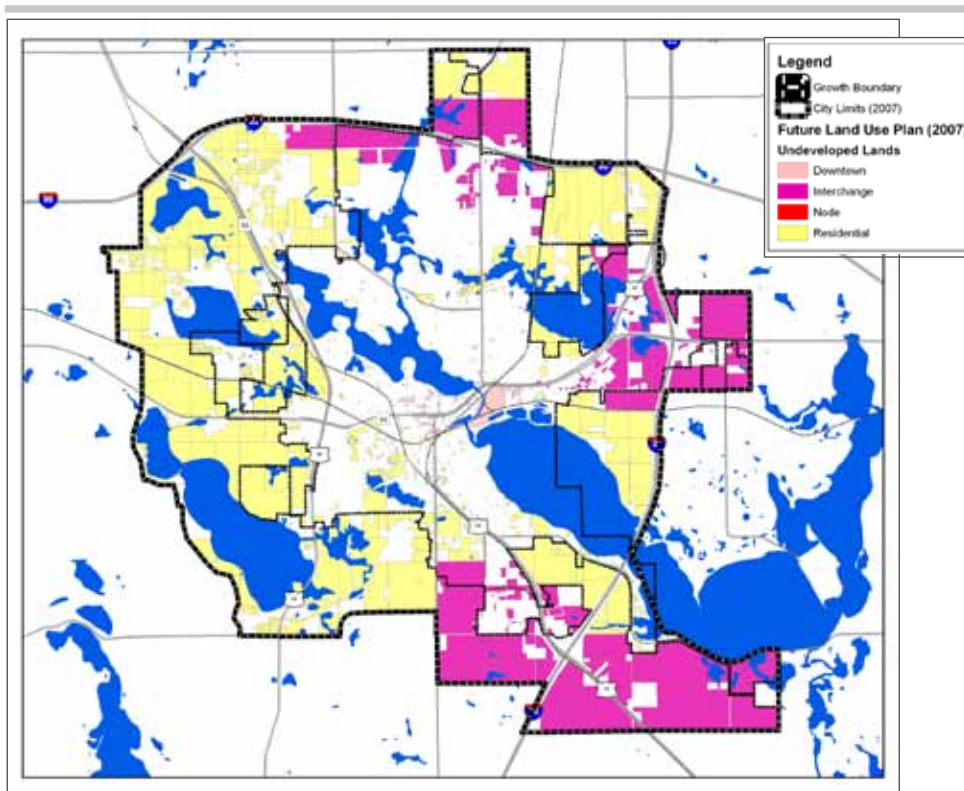
## Public Involvement and Communication



HKGi is known for its thoughtful and effective approach for engaging the public in planning projects. Over the past thirty-plus years, HKGi has crafted a variety of public input/involvement techniques designed to involve a wide variety of individuals, interest groups and citizen organizations.

There are no off-the-shelf public involvement and communications programs that will precisely work for every community. Instead, HKGi structures specific communications and public involvement plans that fit the dynamics of both the project and the community. We use the knowledge we have gained from over three decades of community engagement experience to craft appropriate engagement strategies that inspire meaningful, thoughtful public input.

# GIS Analysis



An analysis of downtown business uses in Red Wing, helped guide redevelopment and revitalization investments.

Future Land Use (2030)	Current City Limits		Growth Areas Only		Grand Total	
	Acres	% of Total	Acres	% of Total	Acres	% of Total
Residential	832	51.12%	3,566	65.76%	4,398	62.38%
Downtown	82	5.02%	0	0.00%	82	1.16%
Interchange	714	43.86%	1,857	34.24%	2,570	36.46%
Commerical Node	0	0.00%	0	0.00%	0	0.00%
<b>Total</b>	<b>1,627</b>	<b>100.00%</b>	<b>5,423</b>	<b>100.00%</b>	<b>7,050</b>	<b>100.00%</b>

Units Projections/Capacity					
Residential Units	2,495		10,699	13,194	
Commercial/Industrial (sq ft)	7,135,833		18,567,709	25,703,542	
<i>Growth Potential</i>					
Population (2.5 person/HH)	6,200		26,700	33,000	
Jobs at 1/1000 average	7,100		18,600	25,700	
Jobs at 1/500 average	14,300		37,100	51,400	

A page from the Albert Lea Comprehensive Plan illustrating use of the development database tool.



Land use management planning involves a sequence of steps including identifying constraint layers, consolidating layers and creating the core database.

HKGI has developed an innovative tool that enables a land use based approach to forecasting development and estimating population, household and employment while directly linking the forecasts to infrastructure demand (sanitary sewer, potable water, storm water runoff), trip forecasting, park service demand, school attendance, fiscal analysis or other district level analysis needs. The foundation of this tool merges existing parcel data with development constraints. This merged data is then organized into districts for analysis. By using Geographic Information System (GIS) software we are able to build a comprehensive data set that contains an extensive amount of information (attributes) associated with each individual parcel. Spreadsheet software is used to build associated assumptions that are linked to development forecasts and presented by district according to the type of data being analyzed. Once the system is set up, future changes to land use or changes in assumptions can be made quickly and presented on the fly allowing the user to quickly explore “what if” scenarios.

## Community Master Planning



Growth Area Plan - Moorhead, Minnesota



Chevalle - Chaska, Minnesota



UMore Park Master Plan - Rosemount, Minnesota

Graphics prepared by HKGi and UDA



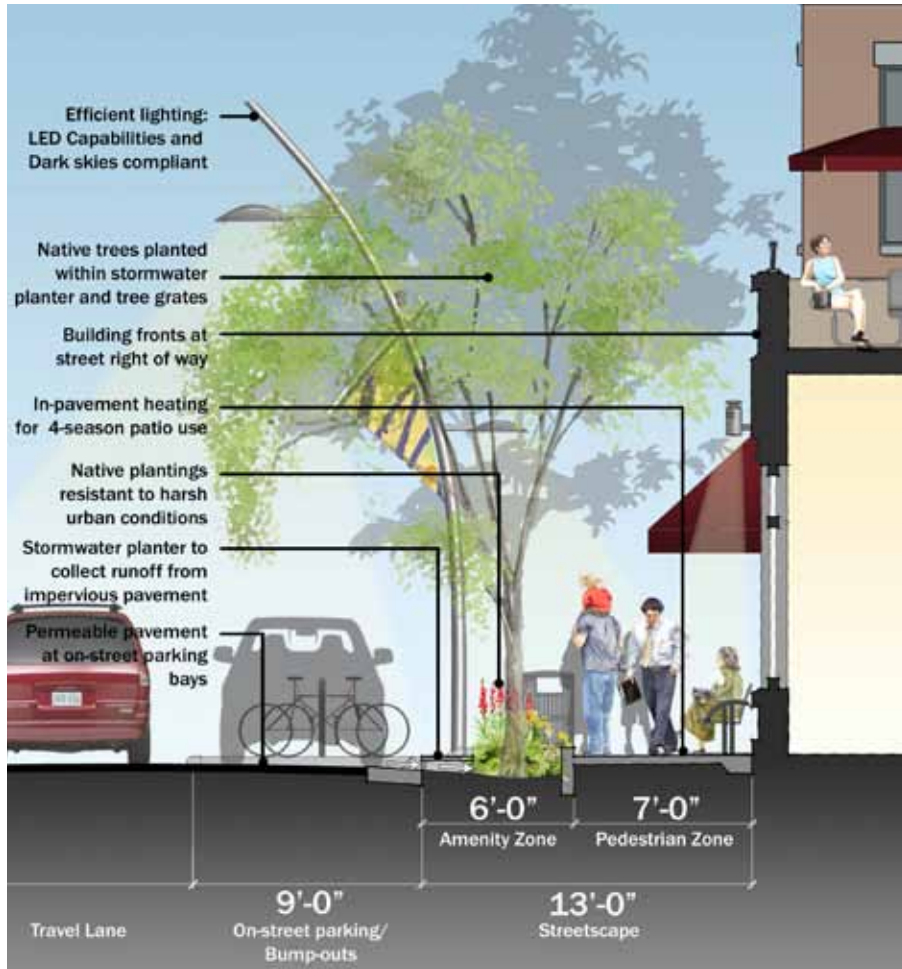
Twin Cities Army Amunition Plant (TCAAP) - Arden Hills, Minnesota



Foster Ridge - Iowa City, Iowa

Our community planners and designers are experienced in planning new communities and revitalizing existing neighborhoods. The HKGi approach explores the full range of possibilities, fosters multi-party collaboration, and proposes thoughtful solutions for those who invest and live in the communities we create. Our master planning expertise has led to the development of successful master-planned communities and neighborhoods in Minnesota and throughout the Upper Midwest. We are experienced in resolving complex issues involving land use, transportation, open space and storm water management. In addition, we are effective facilitators, capable of reconciling diverse priorities and achieving timely approvals, assuring a sustainable, financially viable and quality project that is compatible with its setting.

# Design Guidelines



*Penn Avenue Design Guidelines - Richfield, MN*



*Marcy Holmes Neighborhood Plan - Minneapolis*



*Eden Prairie Town Center Guidelines*



*Penn Avenue Design Guidelines - Richfield, MN*



*Bassett Creek Valley Design Guidelines - Minneapolis, MN*

Hoisington Kogler Group has extensive experience designing urban and suburban environments. We also understand the importance of providing communities with ways to implement forward-thinking plans. Key to that implementation process is the preparation of design guidelines, which ensures that design intent is implemented to the highest standards and that best practices and high quality materials are integrated into the built environment. Our commitment to successful design implementation strategies calls for innovation and a deep understanding of how shapes, forms and materials of the built environment are assembled and reflect the unique character of place and region.

## Site Design



*Plymouth City Hall*



*Faribault Energy Park - Faribault, Minnesota*



*Bloomington City Hall*



*Rivers Edge Commons - Elk River*



*Lost Lake Canal - Mound, Minnesota*

Designing livable outdoor environments requires the ability to interpret a client's vision, define functional needs, and link that to a specific place. The merging of nature with artistic imagination creates timeless landscapes for outdoor activity. Through a thoughtful and creative design process, Hoisington Kogler Group forms a connection between the site, the architecture and the landscape. Our expertise is all-inclusive, from the initial plan of the site to the planting of the landscape. We assess soils, slope, access, climate, vegetation, wildlife, views and every opportunity to engage in sound maintenance conservation practices. We pay meticulous attention to detail, construction methods and best practices. Throughout the Midwest, we have incorporated palettes of regional materials and have created inspiring landscapes.

## Urban Planning and Design



*Penn Avenue Revitalization - Richfield, Minnesota*



*Greater Southdale Area Study - Edina, Minnesota*



*Urban Village - Richfield, Minnesota*



*Bassett Creek Valley - Minneapolis, Minnesota*

Hoisington Koezler Group recognizes how important it is for communities and cities to build vibrant and attractive urban environments. During thirty-plus years of designing such urban environments, we have helped orchestrate successful urban centers throughout the Midwest. Our approach creates feasible plans that establish the foundation for memorable and remarkable places that draw communities together. Using an inclusive partnership process, we resolve issues of transportation, density, infill, accessibility, and water and energy conservation. We use expertise in market research, program development, urban planning, design and finance to inform participants and facilitate the process. The results are spirited districts and neighborhoods that are socially and economically dynamic.

## Parks, Trails, and Open Spaces



Hastings River Flats - Hastings, MN



Richard T. Anderson Conservation Area - Eden Prairie, MN



Thompson County Park - Dakota County, MN



Arbor Plaza - Brooklyn Park, MN



Tamarack Nature Center - Ramsey County, MN



Rice Marsh Lake Trail - Chanhassen, MN



Stewart Park - Minneapolis, MN

HKGi's award-winning landscape architects and park planners have helped create some of the best loved nature-based parks in Minnesota. We work with communities to define their needs and design parks to accommodate those needs in a functional and attractive manner. Our park plans respect and enhance natural resources while enabling park visitors to experience nature firsthand. We design with maintenance and life-cycle costs in mind to create sustainable, environmentally-friendly parks that fully meet community needs now and into the future.

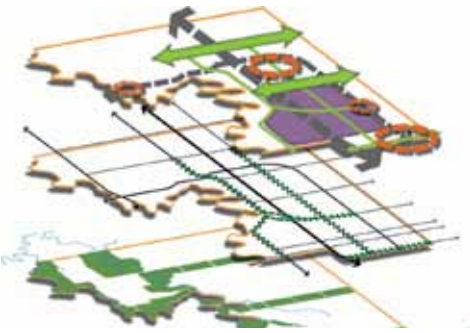
## Environmental Reviews



Chanhassen AUAR



Baxter AUAR and Land Use Planning



Moorhead Growth Area Plan & AUAR



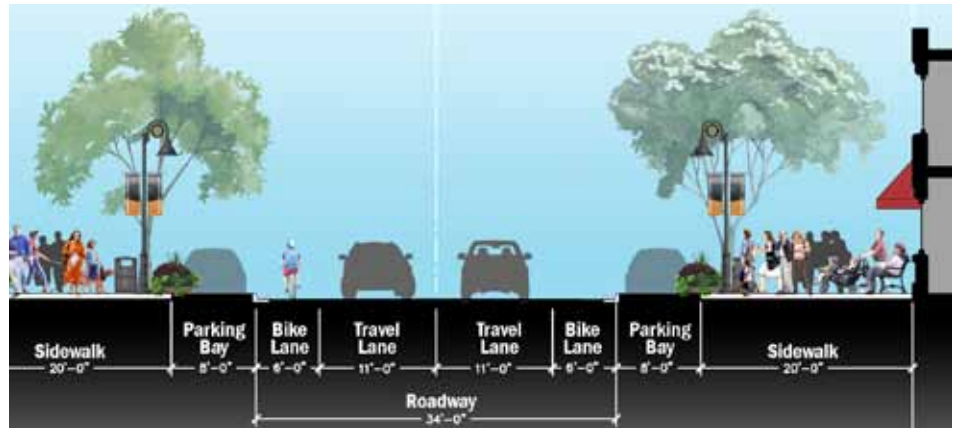
East Ravine Pre-Design and AUAR - Cottage Grove, Minnesota

HKGi has led multi-disciplinary teams in the completion of Alternative Urban Areawide Reviews (AUAR), in the cities of Moorhead, Chanhassen, Maplewood, Cottage Grove, and Mound and for Potlatch Forest Holdings. HKGi has played key roles or served in a review capacity for AUARs in Rochester, Woodbury, Inver Grove Heights, Farmington, Hassan Township, Hopkins and Chanhassen. We work with teams of planners, engineers, archeologists and geologists to complete these assessments, which, as alternatives to Environmental Assessment Worksheets, are used to address potential environmental and land use impacts based on future land use scenarios. Documents used as a basis for an AUAR include comprehensive plans, future transportation plans, proposed development plans and natural feature assessments.

## Streetscape Design



Excelsior Boulevard - Hopkins, Minnesota



Eden Prairie Town Center Design Guidelines - Eden Prairie, Minnesota



France and Old Shakopee Road - Bloomington, Minnesota



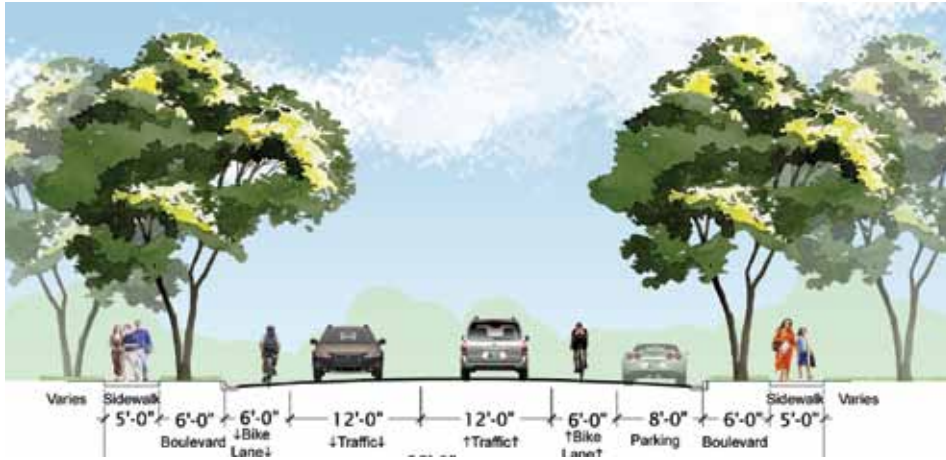
CR15 Streetscape - Mound, Minnesota



Excelsior Boulevard - St. Louis Park, Minnesota

Hoisington Koegler Group understands that streets serve many functions. They provide important corridors for the movement of cars, transit, bikes and pedestrians. They also provide places for social and commercial exchange. Alluring streetscapes are complete places that attract pedestrians, contribute to district identity and become assets to the community. Guided by this understanding and by classic principles of place-making, we design and implement streetscapes where people, movement and businesses flourish socially and economically in harmony with the natural and built environment.

Active Living



Community Trail Plan - Cloquet, Minnesota



Park & Recreation Master Plan - Duluth, Minn.



Walkability Evaluation and Community Connections Plan - Red Wing, Minnesota



Grand Rounds Scenic Byway Missing Link Parkway Development Plan - Minneapolis,



St. Paul Parks Vision Plan - St. Paul, Minnesota

HKGi recognizes the importance of healthy communities by embracing active living strategies and actions. Our planning principles focus on creating active lifestyles, vibrant places and vital environments by responding creatively to change. These principles resonate throughout our work by raising awareness of recreation facilities and programs; displaying the benefits of parks and recreation; and designing communities that provide connected walk and bicycle networks and access to community resources. The importance of active living in personal and community health has opened up new funding opportunities. HKGi works with communities to identify quality projects and align them with the best founding sources. HKGi’s planners have helped communities secure over \$6 million in grants related to active, healthy living initiatives.

## Ecological Planning



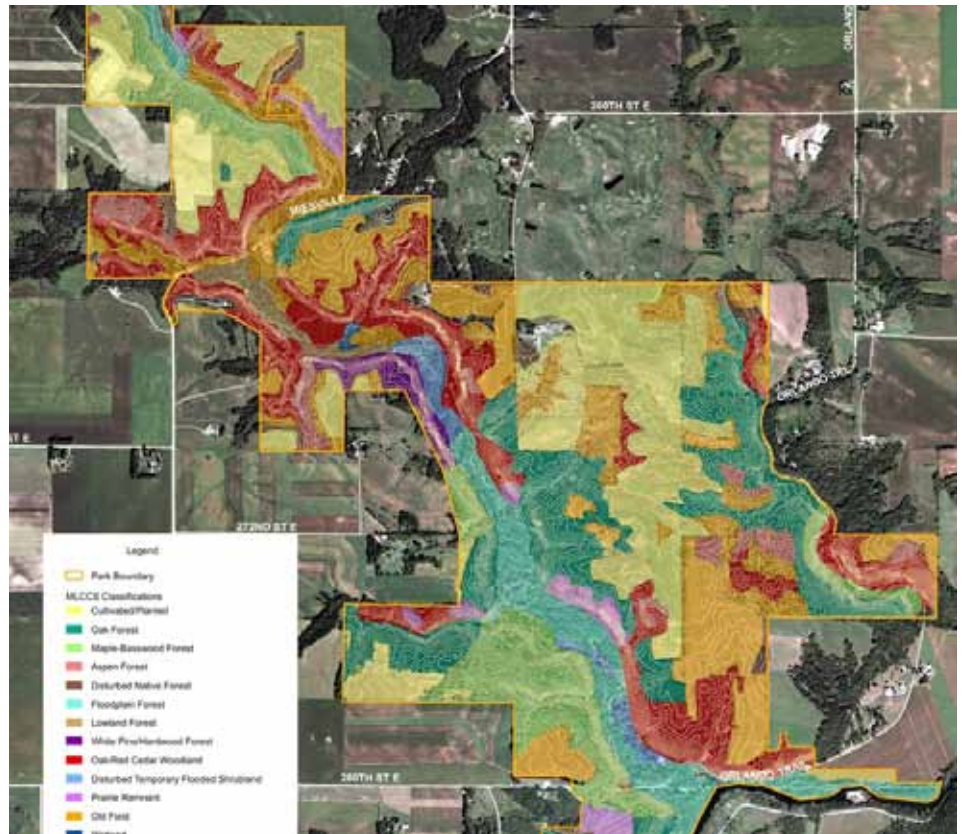
UMore Parks and Recreation Diagram - Rosemount & Empire Township, Minnesota



Mississippi River Greenway Strategic Plan



Dakota County Greenway Collaborative - Dakota County, Minnesota



Miesville Park Reserve Master Plan - Dakota County, Minnesota

HKGi creates projects that creatively intertwine human needs with ecologically-functioning landscapes. HKGi is well-recognized for a systemic approach to design and planning at all project scales. The national award-winning Mississippi River Greenway Strategic Plan proposes greenways as a framework for land protection and community growth on over 60,000 acres. HKGi has since gone on to collaborate with Dakota County on the creation of more than seven greenway master plans. The Lost Lake Greenway in downtown Mound, Minnesota employs construction techniques such as rainwater gardens, pervious pavement and rainwater cisterns and has garnered awards and literally millions of dollars in grants. These projects are a small sample of our integrated ecological planning approach.

# Awards

## 2015 STEWARDSHIP AWARD IN TRANSPORTATION AND THE NATURAL ENVIRONMENT

*Minnesota Department of Transportation*

**River to River Regional Greenway; Dakota County, MN**

## 2015 MERIT AWARD, ANALYSIS AND PLANNING

*American Society of Landscape Architects, Minnesota Chapter*

**Parks and Recreation Master Plan; Duluth, MN**

## 2015 ENGINEERING EXCELLENCE GRAND AWARD

*American Council of Engineering Companies of Minnesota*

**Designing a City for Zero Discharge; Inver Grove Heights, MN**

## 2015 ENGINEERING EXCELLENCE HONOR AWARD

*American Council of Engineering Companies of Minnesota*

**City of Buffalo Downtown Commons Enhancements; Buffalo, MN**

## 2014 INNOVATION IN ECONOMIC PLANNING AND DEVELOPMENT AWARD

*American Planning Association, Iowa Chapter*

**Merle Hay Road Gateway Redevelopment Master Plan; Johnston, IA**

## 2014 INNOVATION IN PLANNING AWARD

*American Planning Association, Minnesota Chapter*

**Great River Passage; Saint Paul, MN**

## 2014 PLANNING IN CONTEXT AWARD

*American Planning Association, Minnesota Chapter*

**Downtown Chaska Signage Design Guidelines; Chaska, MN**

## 2014 PEOPLE'S CHOICE AWARD

*American Society of Landscape Architects, Minnesota Chapter*

**Great River Passage; Saint Paul, MN**

## 2014 MERIT AWARD, PLANNING AND ANALYSIS

*American Society of Landscape Architects, Minnesota Chapter*

**Great River Passage; Saint Paul, MN**

## 2013 MERIT AWARD

*American Society of Landscape Architects, Colorado Chapter*

**Great River Passage; Saint Paul, MN**

## 2013 HONOR AWARD, PLANNING

*The Waterfront Center*

**Great River Passage Master Plan; St. Paul, MN**

## 2013 MERIT AWARD

*American Society of Landscape Architects, Minnesota Chapter*

**River's Edge Commons; Elk River, MN**

## 2012 HONOR AWARD

*American Society of Landscape Architects, Minnesota Chapter*

**Metropolitan Council Stormwater Reuse Guide**

## 2012 MERIT AWARD

*American Society of Landscape Architects, Minnesota Chapter*

**Osseo Central Avenue Streetscape; Osseo, MN**

## 2012 MERIT AWARD

*American Society of Landscape Architects, Minnesota Chapter*

**North Creek Greenway and Minnesota River Greenway Master Plans; Dakota County, MN**

## 2012 PARTNERSHIP IN PLANNING AWARD

*American Planning Association, Minnesota Chapter*

**Dakota County Greenway Collaborative; Dakota County, MN**

## 2011 PROJECT OF THE YEAR AWARD

*City Engineers Association of Minnesota*

**Osseo Central Avenue Reconstruction; Osseo, MN**

## 2010 PRESERVATION AWARD

*Minnesota Preservation Alliance*

**Red Wing Downtown Action Plan; Red Wing, MN**

## 2010 MERIT AWARD FOR PLANNING AND RESEARCH

*American Society of Landscape Architects, Minnesota Chapter*

**Red Wing Downtown Action Plan; Red Wing, MN**

## 2009 HONOR AWARD FOR PLANNING AND RESEARCH

*American Society of Landscape Architects, Minnesota Chapter*

**UMore Park: A University Founded Community; Rosemount, MN**

## 2009 HONOR AWARD FOR PLANNING AND RESEARCH

*American Society of Landscape Architects, Minnesota Chapter*

**Saint Paul Park and Recreation Vision Plan; Saint Paul, MN**

## 2007 MERIT AWARD FOR PLANNING

*American Society of Landscape Architects, Minnesota Chapter*

**Bassett Creek Valley Master Plan; Minneapolis, MN**

## 2007 MERIT AWARD FOR PRIVATE LANDSCAPE DESIGN

*American Society of Landscape Architects, Minnesota Chapter*

**Chevalle, A Country Estate; Chaska, MN**

## 2005 MINNEAPOLIS PRESERVATION AWARD

*Minneapolis Heritage Preservation Commission*

**University of Minnesota Southeast Heating Plant; Minneapolis, MN**



Tim Gladhill, Community Development Director  
City of Ramsey  
7550 Sunwood Drive, NW  
Ramsey, MN 55303

Dear Tim;

Thank you for the opportunity to submit a proposal to you and the City of Ramsey for planning services. WSB & Associates, Inc. has a strong Community Planning and Economic Development group to serve your ongoing land use planning and zoning administration needs, and we are excited at the prospect to work with the City of Ramsey.

Enclosed you will find the following information:

- 1) General information about the our company and the benefits of working with us
- 2) A listing of services our Community Planning and Economic Development group provides
- 3) Detailed information about the proposed team to serve your planning needs, hourly rates, and bios
- 4) A copy of a typical Professional Services Agreement

#### *The WSB Way*

Our company was founded in 1995 with a corporate culture rooted in “The WSB Way”. The three tenets, Integrity, Over-the-Top Customer Service, and Technical Excellence, have become engrained in our company culture. In 2010, the company saw our clients’ need for planning services and we built our Community Planning and Economic Development.

In addition to our professional services, choosing to work with WSB means having access to a variety of “value added” services for no extra cost. One of our most valuable is access to our grants and funding analysis, a clearinghouse of hundreds of grant opportunities ranging from large, infrastructure funding sources, to smaller community development/economic development grant opportunities. Another benefit of working with our company is open and free access to WSB University, our educational programs. WSB University holds several trainings a month on a variety of topics ranging from leadership development to understanding the upcoming Comprehensive Planning process. As clients, you have open access to both our grants and funding resources and WSB University.

#### *Our Community Planning and Economic Development Team*

WSB’s Community Planning team includes 7 community planning staff and 2 economic developers with a wide range of experience, expertise, and passions. Our group works collaboratively within the group and with other services within the company to ensure the best value and over the top customer service for our clients. We work closely with Landscape Architecture, GIS, and the Private Development group to integrate the site level design eye and the private development community into our work to ensure a practical and realistic approach.

We provide day-to-day planning/economic development services for 13 communities within the state of Minnesota. Day-to-day planning services vary among clients, but include: review of land use applications, building permit review, zoning administration, preparing packets, staffing, and presenting at Planning Commissions and Economic Development Authorities, and code enforcement. We prepare marketing materials in the form of Community Profiles, which highlight properties for sale and the community's assets. Our community planners also undertake special projects for cities including small area planning, community engagement efforts, downtown planning, housing studies, and comprehensive planning. Our staff members work collaboratively to prepare industrial park expansion plans as well. We are currently working on two for the cities of Savage and Princeton to help them identify business needs, prioritize investment, and interview businesses about their future expansion needs.

Based on the request for quotes submitted, we propose the below staff from our team to assist with your Community Development needs, however, our full team will be available to assist as needs arise in their respective areas of expertise. Based on anticipated allocation of hours, we anticipate the average billing rate to be **\$86** per hour.

**Breanne Rothstein, AICP, Project Manager, Community Planner (\$114)**

*Role: Primary point of contact, major subdivision review, comprehensive plan amendment submittals, COR Development Plan Support.*

Breanne is a community planner with over ten years' experience in municipal and consulting planning. She worked for seven years as staff planner with the cities of Ramsey and Minnetrista and has reviewed over 2,000 residential lots and at least 20 commercial/multi-family site plans in her tenure. Since becoming a consultant, Breanne has worked in a variety of urban, suburban, and rural settings and has a deep understanding and passion for the integration of key planning and economic development principles. In the past three years, she has both served as support and led a number of community engagement and small area planning processes. Breanne has a close working relationship with the Metropolitan Council local planning assistance staff, as she has completed and submitted several complicated Comprehensive Plan Amendment requests, including projects in Minnetrista, Prior Lake, and Afton.

**Addison Lewis, Community Planner (\$72)**

*Role: Secondary point of contact – building permit review, variance, conditional use permit review.*

As the consultant city planner for the cities of Long Lake and Falcon Heights, Addison's responsibilities include zoning administration, building permit review, processing land use applications, meeting with residents and developers and making presentations before the Planning Commission and City Council. In addition, Addison serves as code enforcement officer for the City of South St. Paul where he is regularly engaging with residents and business owners regarding zoning issues. Addison's depth of experience working in a wide variety of cities makes him well suited for his proposed role to provide the City of Ramsey with the type of service it seeks.

**Eric Maass, Economic Development Support (\$72)**

*Role: Planning and Economic Development Support - COR Development Plan support, data mining and community profile support*

Eric works with communities to help them develop land use strategies that will increase the overall sense of place and which benefit local economies. His ultimate goal is to aid communities in guiding and designing places that people will want to return to time and time again. His background in landscape architecture coupled with land use planning offer a unique perspective of viewing a site from a multitude of scales. Eric is currently the day to day staff planner for one municipality, provides economic development support to two communities, and is managing two projects on behalf of the City of Duluth which include a Small Area Plan and a Strategic Action Framework for the St. Louis River corridor.

An example of a typical Professional Services Agreement is enclosed for your reference. We are open to using a city template as well.

We sincerely hope you consider the WSB team to provide planning services to the City of Ramsey. Our value-added grants/funding services and WSB University, the depth of our Community Planning team, our passion for community-building, and our reasonable hourly rates are just a few of the reasons to consider our team. Please feel free to call me anytime to discuss this proposal. We sincerely hope you select us to serve as support to your Community Development Department!

Sincerely,



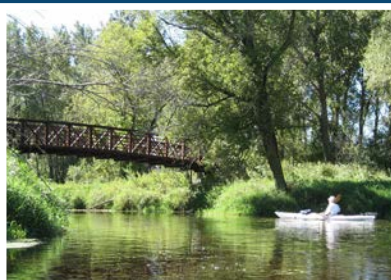
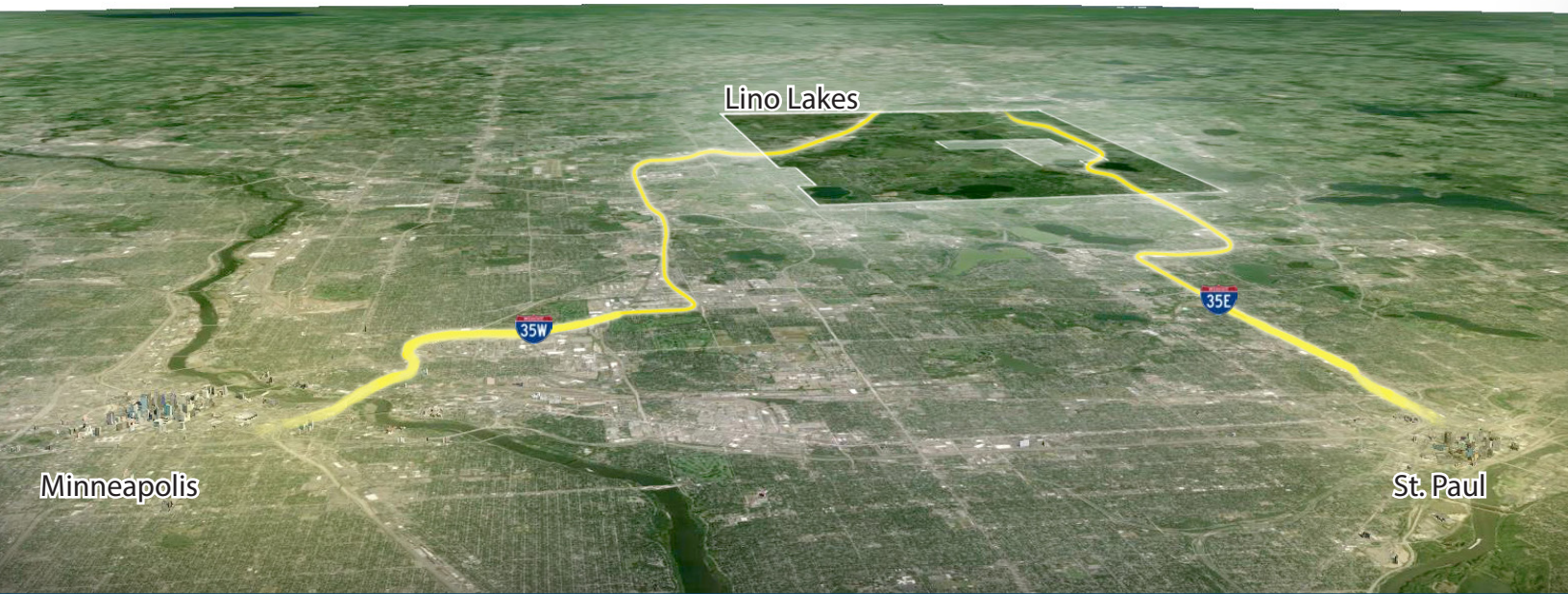
Breanne Rothstein, AICP  
Group Manager  
Community Planning and Economic Development



Incredible Spaces. Outstanding Opportunities.



# THE CITY OF LINO LAKES Community Profile





# Incredible Spaces. Outstanding Opportunities.

## Community Snapshot

Named...  
**"Among Best U.S. Cities to Live"**  
 by: Money Magazine

**62** Miles of Trails   
**15** Miles of Canoe Trails

**\$255,178**  
 Median Home Value  
**\$106,181**  
 Median Household Income

**6,382** Households

**20,833** Lino Lakes Population

**5,550** Acres of Connected Regional Parkland **21** City Parks

**37 years**  
 Median Age

Source: ESRI Business Analyst Online

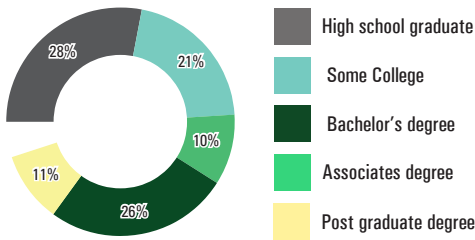
Rice Creek Chain of Lakes Regional Park

Centennial School District **8** out of 10



Source: Zillow Real Estate Network

## Education Achievement - City of Lino Lakes



Source: American Community Survey (2014)

## Lino Lakes Top 10 Employers

Company Name	# of Employees
State of Minnesota Corrections	447
Centennial School District	391
Target Corp	200
Curtis 1000	162
Molin Concrete	130
Rehbein Transit	130
Custom Remodelers	125
Kohls	123
City of Lino Lakes	86
Hampton Inn & Suites	80

Source: City of Lino Lakes (2014)

## Population Projections for Anoka County

Total Population				Percent Change	
2010	2020	2030	2040	2010-2020	2010-2040
330,844	360,882	384,397	398,229	8.3%	16.9%

Source: Minnesota State Demographic Center - (March 2014)

## How to Get Here



**Interstate/Highway:** Lino Lakes is located between 35W and 35E providing ample vehicular accessibility to both Minneapolis and St. Paul metropolitan centers

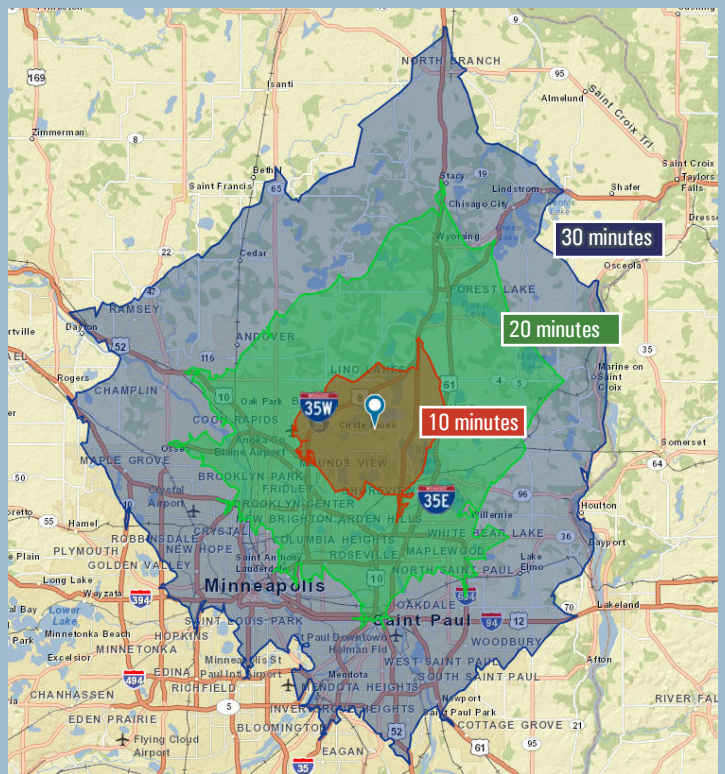


**Air:** Located 28 miles northwest of the Minneapolis/St. Paul International Airport and 9 miles from the Anoka County Regional Airport.

## Drive Time Data

	10 Minute	20 Minute	30 Minute
Population	69,729	549,833	1,698,275
Households	25,729	212,292	671,489
Median Age	40.0	38.0	35.5

## Proximity to Metro and Drive Times



# Incredible Spaces. Outstanding Opportunities.



## Development Areas of Interest

Urban Block  
7.74 Acres

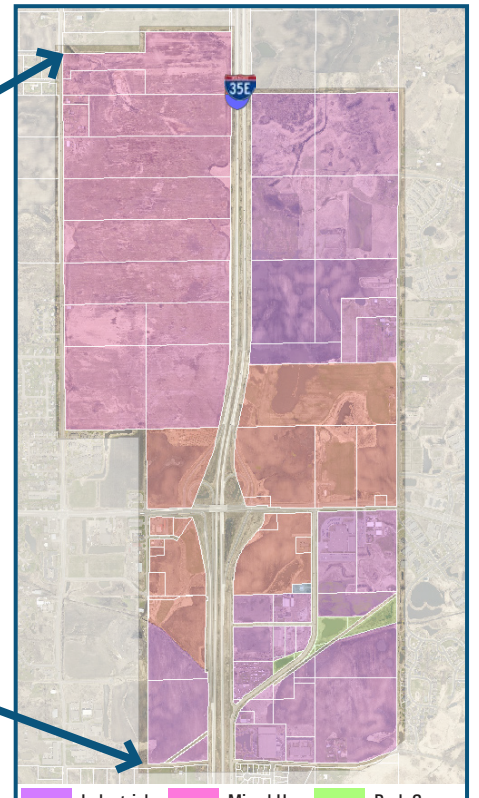
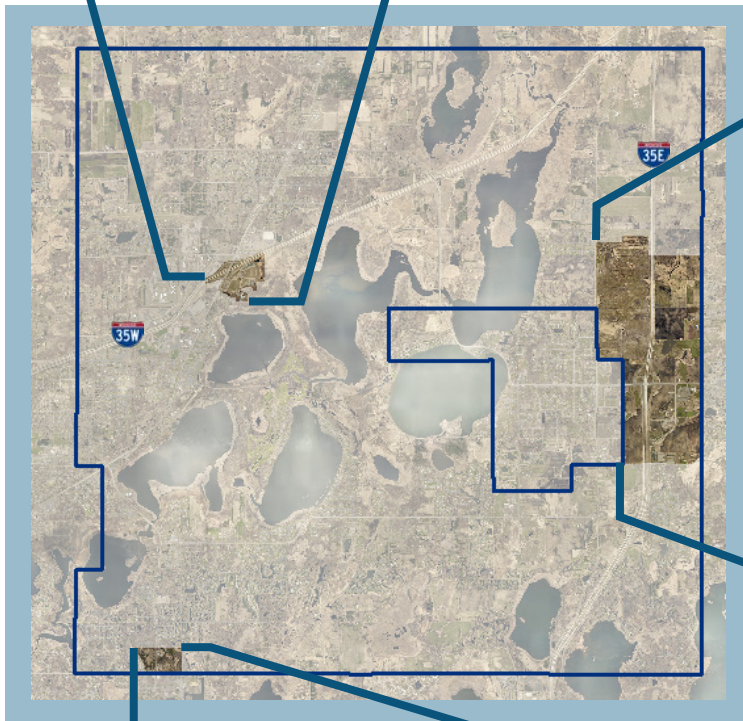
Town Square Block  
2.07 Acres\*  
\*Shared Parking Easement exists with YMCA

Neighborhood Block  
11.16 Acres

### Woods Edge Development

*Total: 20.97 Acres*

Woods Edge, conveniently located at the interchange of Interstate 35W and County Highway 23, lies in the heart of Lino Lakes' growing town center. The development currently includes City Hall, bank, medical clinic, apartments, senior living, and one of the most successful YMCA's in the metro area. Pad sites and built leasable space for restaurants, retail and service uses are all available. Higher density housing is an integral part of the design plan, and the City welcomes townhome, senior and apartment developers. Approximately 20 acres, with public infrastructure in place, are available for development.



- Industrial
- Commercial
- Mixed Use
- Institutional
- Park Space

### 35E Corridor Proposed Land Use

One of the largest undeveloped interchanges in the metro area is drawing the attention of major development groups and big box retailers. This I-35E Corridor, just 25 minutes from downtown St. Paul, is a virtual untapped market in the northeast metro area that stretches all the way to Wisconsin. This corridor is projected to experience significant growth over the next 20 years. With a newly constructed interchange, commercial opportunities abound and hundreds of acres are available for corporate campus environments.

### County Road J & Hodgson

This gateway into southern Lino Lakes shares its border with the City of Shoreview and nearby North Oaks. Prime for both green development and redevelopment, it promises exciting opportunities for developers of both residential and commercial centers. A master plan for the area is completed and the City is eager to work in partnership with innovative developers to turn this into a neighborhood jewel.





# Incredible Spaces. Outstanding Opportunities.



## Development Opportunities abound in Lino Lakes.

### Helpful Links:

Economic Development in Lino Lakes-  
[www.ci.lino-lakes.mn.us](http://www.ci.lino-lakes.mn.us)

Greater MSP-  
[www.greatersp.org](http://www.greatersp.org)

Quad Area Chamber of Commerce-  
[www.quadchamber.org](http://www.quadchamber.org)

Twin Cities Gateway - Convention and Tourism Bureau-  
[www.tcgateway.com](http://www.tcgateway.com)



### Local Assistance Programs

#### Tax Increment Financing (TIF)

*Assistance for land write-down and/or site improvements for qualified businesses.*

#### Assistance may include:

- Acquisition of land
- Preparation of sites for development
- Construction or reconstruction of public improvements
- Removal of polluted lands as needed
- Tax increment financing, tax abatement, or other financial tools available to the city

### Regional Assistance Programs

#### Minnesota Investment Fund

*Low interest loans to industrial, manufacturing and technology businesses.*

#### Small Business Development Loan Program

*This loan is through the Minnesota Agricultural and Economic Development Board who issues industrial development bonds.*

#### Small Business Administration (SBA)

*Assistance with SBA loans.*

### Lino Lakes Welcomes YOU!

The City of Lino Lakes' Community Development Department provides comprehensive services to prospective and existing businesses by assisting with site and building information, financial assistance, and guidance through the regulatory and development process.

Michael Grochala, Community Development Director  
[michael.grochala@ci.lino-lakes.mn.us](mailto:michael.grochala@ci.lino-lakes.mn.us)  
(651) 982-2427

**WSB & ASSOCIATES, INC.  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made as of the 20<sup>th</sup> day of January, 2015, by and between Lent Township, Stacy, Minnesota, hereinafter referred to as Client, and WSB & Associates, Inc., hereinafter referred to as Consultant, with offices located at 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416.

Witnesseth, that the Client and Consultant, for the consideration herein named, agree as follows:

**SECTION 1 / GENERAL CONTRACT PROVISIONS**

These provisions shall be as set forth in Exhibit A.

**SECTION 2 / SCOPE OF WORK**

The scope of work to be performed by Consultant is set forth in Exhibit C. The work and services to be performed hereunder and described in Exhibit C shall be referred to herein and in the General Contract Provisions as the Project.

**SECTION 3 / COMPENSATION**

Compensation to Consultant for services described in this agreement shall be as designated in the attached Exhibit D and as hereinafter described.

**SECTION 4 / WORK SCHEDULE**

The anticipated schedule is set forth in Exhibit C.

**SECTION 5 / SPECIAL CONDITIONS**

Special conditions, if any, are as set forth in Exhibit G.

**SECTION 6 / EXHIBITS**

The following initialed Exhibits are attached to and made a part of this Agreement (check all that apply):

- Exhibit A General Contract Provisions
- Exhibit B Client Responsibilities
- Exhibit C Scope of Work
- Exhibit D Compensation
- Exhibit E Insurance Schedule
- Exhibit F Fee Schedule
- Exhibit G Special Conditions

**SECTION 7 / ACCEPTANCE OF AGREEMENT**

All work and services described in this agreement shall be performed by Consultant only after written acceptance of the Client. The undersigned hereby accept the terms and conditions of this agreement and Consultant is hereby authorized to perform the services described herein.

**CLIENT: Lent Township**

**CONSULTANT: WSB & ASSOCIATES, INC.**

ADDRESS: 33155 HEMINGWAY AVENUE  
STACY, MN 55079

ADDRESS: 701 XENIA AVENUE SOUTH  
SUITE 300  
MINNEAPOLIS, MN 5 5416

BY: Gene W. Olson

BY: Bret A. Weiss

SIGNATURE: Gene W. Olson

SIGNATURE: Bret A. Weiss

TITLE: Chairman

TITLE: President/CEO

BY: Laura LeVasseur

BY: Jay Kennedy

SIGNATURE: Laura LeVasseur

SIGNATURE: Jay Kennedy

TITLE: Clerk

TITLE: Vice Pres.

**WSB & ASSOCIATES, INC.**  
**EXHIBIT A**  
**GENERAL CONTRACT PROVISIONS**

**ARTICLE 1 - GENERAL**

These general contract provisions are incorporated in and become a part of the Agreement to which it is attached between WSB & Associates, Inc., hereinafter referred to as Engineer, and the other party to the Agreement, Lent Township, hereinafter referred to as Town, wherein the Town engages the Engineer to provide certain services more particularly described in Exhibit C, Scope of Work. Either party may be hereinafter referred to as party or, collectively, parties. The starting date will commence when authorized by the Town.

**ARTICLE 2 - CHANGED CONDITIONS**

If the Engineer determines that any services it has been directed or requested to perform are beyond the scope as set forth in Exhibit B or that, due to changed conditions or changes in the method or manner of administration of the Project, the Engineer's effort required to perform its services under this Agreement exceeds the estimate which formed the basis for the Engineer's compensation, Engineer shall promptly notify the Town of that fact. Additional work and additional compensation for such work, and the extension of time for completion thereof, shall be set forth in a supplemental agreement entered into by the parties prior to proceeding with any additional work or related expenditures. Such supplemental agreement shall be incorporated in and become a part of this Agreement. In absence of said supplemental agreement, amounts of compensation and time for completion shall be equitably adjusted.

**ARTICLE 3 - TERMINATION**

This Agreement may be terminated by either party upon thirty days' written notice without cause. In the event of termination, copies of plans, reports, specifications, electronic drawing/data files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the Engineer pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Town pursuant to Article 4. All provisions of this Agreement allocating responsibility or liability between the Town and Engineer shall survive the completion of the services hereunder and/or the termination of this Agreement.

**ARTICLE 4 - REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE**

During the course of the work, the Engineer (shall, if requested,) make available to the Town copy(ies) of the Instruments of Service. At the time of completion or termination of the work, the Engineer may make available to the Town upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Town's obligation under this Agreement. Any use or re-use of such Instruments of Service by the Town or others without written verification or adaption by the Engineer except for the specific purpose intended will be at the Town's risk and full legal responsibility.

The Town agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any claim, liability or cost (including reasonable attorneys' fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Town or any person or entity that acquires or obtains the reports, plans and specifications from or through the Town without the written authorization of the Engineer. Under no circumstances shall transfer of Instruments of Service be deemed a sale by Engineer, and Engineer makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose.

**ARTICLE 5 - AGREEMENT**

As used herein Agreement means:

- (1) The agreement for engineering, surveying and planning services;
- (2) These general contract provisions;
- (3) The attached exhibits; and
- (4) The supplemental agreement, where applicable.

As to superseding effect, the attached exhibits shall govern over these

general provisions, and the supplemental agreement, where applicable, shall govern over attached exhibits and these general provisions.

The Agreement constitutes the entire understanding between the Engineer and Town. The Agreement supersedes all prior written or oral understanding and may only be amended, supplemented, modified or cancelled by a duly executed written instrument.

**ARTICLE 6 - RESPONSIBILITIES**

A. In order to permit the Engineer to perform the services required under this Agreement, the Town shall, in proper time and sequence and where appropriate to the Project, at no expense to the Engineer:

1. Provide available information as to its requirements for the Project.
2. Guarantee access to and make all provisions for the Engineer to enter upon public and private lands to enable the Engineer to perform its work under this Agreement.
3. Provide such legal, accounting and insurance counseling services as may be required for this Project, (such as review of insurance certificates, bonding clarifications and legal questions regarding property acquisition or assessment).
4. Notify the Engineer whenever the Town observes or otherwise becomes aware of any defect in the Project.
5. The Lent Town Board or a person or persons designated, shall act as Town's representative with respect to the services to be rendered under this Agreement. The Town's representative shall have the authority to transmit and receive instructions and information and to interpret and define the Town's policies with respect to services rendered by the Engineer.
6. Furnish data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous reports, core borings, probings and sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restrictions; and other special data.
7. Review all reports, sketches, drawings, specifications and other documents prepared and presented by the Engineer, obtain advice of legal, accounting and insurance counselors or others as Town deems necessary for such examinations and render in writing decisions pertaining thereto within reasonable times so as not to delay the performance by the Engineer of the services to be rendered pursuant to this Agreement.
8. Where appropriate, endeavor to identify, remove and/or encapsulate asbestos products or materials or pollutants located in the project area prior to accomplishment by the Engineer of any work on the Project.
9. Provide record drawings and specifications for all existing physical plants of facilities which are pertinent to the Project.
10. Where available provide other services, materials, or data as may be set forth.
11. Bear all costs incidental to compliance with the requirements of this article.
12. Provide the foregoing in a manner sufficiently timely so as not to delay the performance by the Engineer of the services in accordance with the Contract Documents.

B. Engineer shall be entitled to rely on the accuracy and completeness of information or services furnished by the Town or others employed by the Town. Engineer shall endeavor to verify the information provided and shall promptly notify the Town if the Engineer discovers that any information or services furnished by the Town is in error or is inadequate for its purpose.

**ARTICLE 7 - OPINIONS OF COST**

Opinion, if any, of probable cost, construction cost, financial

evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for are made or to be made on the basis of the Engineer's experience and qualifications and represent the Engineer's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the Engineer does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work of necessity must be speculative until completion of construction or acquisition. Accordingly, the Engineer does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted by the Engineer.

#### ARTICLE 8 - INSURANCE

Engineer has procured insurance in the types and amounts set forth in Exhibit E.

#### ARTICLE 9 - ASSIGNMENT

This Agreement, intended to secure the service of individuals employed by and through the Engineer, shall not be assigned or transferred without written consent of the Town.

#### ARTICLE 10 - CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

#### ARTICLE 11 - NON-DISCRIMINATION

Engineer will comply with the provisions of applicable Federal, State and Local Statutes, Ordinances, and Regulations pertaining to human rights and non-discrimination.

#### ARTICLE 12 - CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Town and Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

#### ARTICLE 13 - CONFIDENTIALITY

The Engineer agrees to keep confidential and not to disclose to any person or entity, other than the Engineer's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information not previously known to and generated by the Engineer or furnished to the Engineer and marked CONFIDENTIAL by the Town. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Engineer from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Engineer to defend himself or herself from any suit or claim.

#### ARTICLE 14 - LOCATION OF UNDERGROUND IMPROVEMENTS

The Engineer and/or his or her authorized subconsultant will conduct the research that in his or her professional opinion is necessary and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services by the Engineer or his or her subconsultant will be performed in a manner consistent with the ordinary standard of care. The Town recognizes that the research may not identify all underground improvements and that the information upon which the Engineer relies may contain errors or may not be completed.

The Town agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the Engineer and anyone for whom the Engineer may be legally liable, for damages to underground improvements resulting from subsurface penetration locations established by the Engineer, except that the Town does not release the Engineer, its principals, employees, agents and consultants from negligence which causes damage to underground improvements resulting from subsurface penetration locations established by the Engineer.

#### ARTICLE 15 - CONSTRUCTION OBSERVATION

The Engineer shall visit the project at appropriate intervals during construction to become familiar with the progress and quality of the contractor's work and to determine if the work is proceeding in general accordance with the Contract Documents. The Town has not retained the Engineer to make detailed inspections or to provide exhaustive or continuous project review and observation services. For Town-observed projects, the Engineer shall accept the construction of the project as being completed according to the construction documents upon a similar justification by the Town observer. The Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the Town desires more extensive project observation or full-time project representation, the Town shall request such services be provided by the Engineer as Additional Services in accordance with the terms of this Agreement. In this instance, the Engineer shall accept the construction of the project as being completed according to the construction documents. However, the Engineer does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

#### ARTICLE 16 - INDEMNIFICATION

The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Town harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Engineer's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the Engineer is legally liable.

The Town agrees to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Town's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Town is legally liable, and arising from the project that is the subject of this Agreement.

**WSB & ASSOCIATES, INC.**  
**EXHIBIT B**  
**DEFINITIONS**

- B.1 "HOURLY BASIS" means that the fee shall be determined by multiplying the number of hours of work performed, times the direct personnel cost for the appropriate labor classification shown on the fee schedule.
- B.2 "CONSTRUCTION COST" means the amount of the construction contract awarded for the improvement project, plus the value of any equipment, materials or supplies furnished by the Town for installation or use by the construction contractor, plus any increases in the contract amount implemented by change order, supplemental agreement or other instrument subsequent to award of the contract. Reductions in the contract amount subsequent to award will not be a basis for reducing the fee. If a construction contract is not awarded, the construction cost shall be considered to be the engineer's estimated cost for the construction of the improvement project, as prepared for the bid opening, unless the Town believes the engineer's estimate is unreasonable, in which case, the Engineer and the Town shall agree upon an alternate basis for determining the construction cost. Such alternate basis may include negotiation, development of an independent estimate by a third party, or other means.
- B.3 "EXPENSES" means costs incurred in the performance of the services described herein or authorized by the Town which are not direct personnel costs or overhead costs. Expenses include long distance telephone charges, subconsultant fees, testing costs, outside reproduction and printing costs, equipment rental costs and similar costs.
- B.4 "LUMP SUM PRICE" means an amount negotiated between the Town and Engineer for performance of the services specified in the Design Agreement which is subject to adjustment only if the Scope of Services changes or if circumstances beyond the control of the Engineer causes an increase in the cost of performance of the services.
- B.5 "DESIGN AGREEMENT" means a written order executed by an authorized representative of the Town describing the scope of services and engineering fee arrangement for an improvement project.
- B.6 "IMPROVEMENT PROJECT" means public improvement projects authorized by the Town and paid for with public funds.
- B.7 "DEDICATION PROJECT" means those proposed improvement projects to be constructed by private funding for eventual dedication to the public.

**WSB & ASSOCIATES, INC.**  
**EXHIBIT C**  
**SCOPE OF WORK**

**GENERAL SCOPE OF SERVICES FOR IMPROVEMENT PROJECTS**

**C.1 PRELIMINARY REPORT/STUDY PHASE**

Subject to further clarification and refinement on a project-by-project basis, the Engineer shall in proper time and sequence:

- C.1.1 Consult with the Town representative to determine the requirements of the project, review available data, attend necessary conferences, and be available for general consultation.
- C.1.2 Advise the Town as to the necessity of the Town's providing or obtaining from others data or services and assist the Town in obtaining such data and services.
- C.1.3 Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project and participate in consultations with such authorities.
- C.1.4 Make such preliminary studies, layouts, or field surveys to verify and supplement existing elevation and topographic information and preliminary cost estimates to clearly identify potential construction or financing problems.
- C.1.5 Assist the Town in obtaining all required subsurface investigations as required for the preparation of the feasibility report.
- C.1.6 Prepare a feasibility report on the preliminary engineering study of the project in sufficient detail to indicate the problems involved. The report shall include the desired phased program, if required, and the appropriate alternate solutions. The report will also include schematic layouts, sketches, conceptual design criteria with appropriate exhibits to indicate the considerations involved (including applicable requirements of governmental authorities having jurisdiction over the project), preliminary estimate of project cost, typical examples of proposed assessments preliminary identification of right-of-way and easement requirements, and the Engineer's conclusions and recommendations.
- C.1.7 Furnish copies of the feasibility report documents and review the feasibility report with Town staff.
- C.1.8 If required, the Engineer shall present the feasibility report to the proper reviewing agencies and to the Town Board. The Engineer shall attend the public hearing for the project.

**WSB & ASSOCIATES, INC.**  
**EXHIBIT C**  
**SCOPE OF WORK**

**C.2 FINAL DESIGN PHASE**

Subject to further clarification and refinement on a project-by-project basis, the Engineer shall, in proper time and sequence:

- C.2.1 On the basis of the accepted preliminary design documents and the current opinion of probable cost, prepare contract documents consisting of final drawings and specifications to show and describe the scope, extent, and character of the work to be furnished and performed by Contractor(s) including Advertisement for Bids, Instructions to Bidders, Bid Form, Form of Agreement, Performance and Payment Bond Form, General Conditions, Special Conditions, and Technical Specifications.
- C.2.2 Provide technical criteria, written descriptions and design data for use in filing applications for routine permits or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the project, and assist the Town in consultations with appropriate authorities. The Engineer shall prepare and submit all permit applications to the appropriate agencies. The Town shall be responsible for all permit fees.
- C.2.3 Advise the Town of any adjustments to the latest opinion of probable cost caused by changes in extent or design requirements of the project and furnish a current opinion of probable cost based on the drawings and specifications.
- C.2.4 Prepare for review and approval by the Town, its legal counsel and other advisors contract agreement forms, general conditions, supplementary conditions, bid forms, advertisement for bid and instructions to bidders, and assist in the preparation of other related documents.
- C.2.5 Attend necessary conferences and be available for general consultation.
- C.2.6 Furnish three (3) copies of the above documents and of the drawings and specifications and present and review them in person with the Town, along with completing a plans-in-hand site inspection. Make minor revisions and adjustments as required following review by the Town.

**C.3 BIDDING PHASE**

Subject to further clarification and refinement on a project-by-project basis, the Engineer shall in proper time and sequence:

**WSB & ASSOCIATES, INC.**  
**EXHIBIT C**  
**SCOPE OF WORK**

- C.3.1 Furnish plans and specifications for agency review and furnish copies to the Town for bidding and construction purposes as a part of this Contract.
- C.3.2 Issue addenda as appropriate to interpret, clarify, or expand the bidding documents.
- C.3.3 Assist the Town in obtaining and evaluating bids and awarding contracts for the construction of the project.
- C.3.4 Consult with and advise the Town as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for the portions of the work as to which such acceptability is required by the bidding documents.
- C.3.5 Consult with and advise the Town concerning and determining the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- C.3.6 Attend bid opening and prepare bid tabulation sheets.

**C.4 CONSTRUCTION PHASE**

Subject to further clarification and refinement on a project-by-project basis, the Engineer shall:

- C.4.1 Consult with and advise the Town and act as the Town's representative as provided in the contract documents, which may not be modified to affect Engineer's responsibilities except by written agreement signed by the Town and the Engineer.
- C.4.2 Conduct pre-construction conference to be attended by the Contractor, Town, and others as may be requested by the Town.
- C.4.3 Make visits to the site at intervals appropriate to the various stages of construction to observe as an experienced and qualified design professional the progress and quality of the executed work of the Contractor(s), and to determine if such work is proceeding in accordance with the contract documents. During such visits and on the basis of the on-site observations, the Engineer will keep the Town informed of the progress of the work and will endeavor to identify for the Town defects and deficiencies in the work of the Contractor(s). This agreement does not require the Engineer to evaluate contractor's safety methods. It is agreed that safety matters are Contractor's responsibility and that the Engineer shall be responsible only for

**WSB & ASSOCIATES, INC.**  
**EXHIBIT C**  
**SCOPE OF WORK**

the acts or omissions of its own employees. The Engineer may disapprove work as failing to conform to the contract documents. The Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The Engineer shall be obligated, however, to disclose known dangerous circumstances to the Town.

- C.4.4 Review samples, schedules, shop drawings, the result of tests and inspections, and other data which the Contractor is required to submit, but only for the conformance with the design concept of the project and compliance with the information given in the contract documents, (but such review shall not extend to means, methods, sequences, techniques, or procedures of construction or to safety precautions and programs incidental thereto). The Engineer shall receive and review (for general content as required by the specification), maintenance and operating instructions, schedules, guarantees, bonds, and certificates of inspection which are to be assembled by the Contractor in accordance with the contract documents.
- C.4.5 Issue all instructions of the Town to Contractor; issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare change orders as required for the Town's approval and have authority, as the Town's representative, to require special inspection or testing of the work.
- C.4.6 Review the Contractor's application for payment, determine the amount owing the Contractor and make recommendations to the Town regarding the payment thereof.

The Engineer's recommendations are based on on-site observations as an experienced and qualified design professional. The recommendations by the Engineer constitute a representation to the Town that to the best of their knowledge, information and belief, the work has progressed to the point indicated on said application and the quality of work is in accordance with the contract documents, subject to the results of any subsequent test called for by the contract documents and any qualifications stated in his recommendations.

- C.4.7 Conduct, in the presence of the designated representative, a site visit to determine if the project is substantially complete and conduct a final site visit to determine if the work has been completed in accordance with the contract documents. Such site visits may include representatives from the Town and/or other involved governmental agencies. If the Contractor has fulfilled all of his obligations, the Engineer shall give written notice to the Town and the Contractor that the work is acceptable for final payment.

**WSB & ASSOCIATES, INC.**  
**EXHIBIT C**  
**SCOPE OF WORK**

C.4.8 The Engineer shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The Engineer shall be obligated, however, to disclose known dangerous circumstances to the Town.

C.4.9 The Engineer shall furnish the Town with a list detailing final quantities and costs in a letter stating to the best knowledge of the Engineer that the work is in compliance with the plans, specifications and change orders.

**C.5 SCOPE OF SERVICES FOR DEDICATION PROJECTS**

Subject to further clarification and refinement on a project-by-project basis, the Engineer shall:

C.5.1 Following written notice from the Town Board review the platting, concept, design, plans and specifications for each Dedication Project to determine that they comply with those written Town Standards that have been approved by the Town Board for such projects. Require the developer or his Engineer to submit the plans to appropriate utility companies and other concerned agencies for their review, concurrence and issuance of permits as required. Upon completion of the review, submit a written report to the Town Board to assist the Engineer and the Town Board in approving or disapproving the proposed Dedication Project.

C.5.2 Submit a written progress report to the Town Board for each Dedication Project under construction. The report should include budget, schedule and progress information.

C.5.3 Submit a written report to assist the Town Board in determining that the project has been satisfactorily completed. The Engineer shall acquire from the developer or the developer's engineer five (5) sets of plans of the work that have been revised to show "as constructed" conditions, said plans to be submitted to the Town within 90 days following completion of the project.

**C.6 GENERAL SCOPE OF SERVICES AS TOWN ENGINEER**

As Engineer for the Town, the Engineer shall perform the following duties:

C.6.1 General Engineering and Project Management, including capital planning, policy formulation, budgeting, and assistance with Public Works maintenance issues.

C.6.2 Construction Services, including monitoring of Town and private projects, review

**WSB & ASSOCIATES, INC.**  
**EXHIBIT C**  
**SCOPE OF WORK**

of construction plans, and construction staking and surveying.

- C.6.3 Preparation of engineering reports and technical correspondence, including determination of need, preparation, review for compliance with Town ordinances and policies, and review of reports prepared by other agencies.
- C.6.4 Participation in Town meetings, including Town Board, Planning Commission, internal staff meetings, and meetings with developers, members of the public, and other agencies.
- C.6.5 Respond to resident requests, including public presentations, evaluation of specific issues, and recommendations to staff and Town Board.
- C.6.6 Establish and maintain a library of permits and applications, contract documents, and other items as needed.
- C.6.7 Perform other duties as assigned from time to time by the Town Board.

**C.7 SCOPE OF ADDITIONAL SERVICES AS THE TOWN ENGINEER**

If authorized in writing by the Town, the Engineer shall furnish additional services of the following type:

- C.7.1 Providing services of professional subconsultants as required for a particular project.
- C.7.2 Providing the type of surveying or related engineering services necessary for preparation of permanent and/or temporary easements, boundary surveys, or plat documents.
- C.7.3 Providing services for preparation of preliminary and final assessment rolls.
- C.7.4 Review of developer's plats and concept plans. Provide assistance to the developer in preparing a plat for improvement projects.
- C.7.5 Additional services in connection with the project not otherwise provided for in this Agreement.

**C.8 GENERAL SCOPE OF SERVICES AS TOWN PLANNER**

As Planner for the Town, the Planner shall perform the following duties:

**WSB & ASSOCIATES, INC.**  
**EXHIBIT C**  
**SCOPE OF WORK**

- C.8.1 Review land use and development project proposals including, but not limited to, site plans, preliminary and final plats, conditional use permits, variances, interim use permits, subdivisions, ordinance amendments, and comprehensive plan amendments, for consistency with the Town's adopted zoning, the Town's policies and relevant laws, rules, and regulations.
- C.8.2 Provide interpretation and guidance relating to zoning code enforcement matters.
- C.8.3 Prepare planning reports and technical correspondence, including determination of need, preparation, review for compliance with Town ordinances and policies, and review of reports prepared by other agencies.
- C.8.4 Participate in Town meetings, including Town Board, Planning Commission, internal staff meetings, and meetings with developers, members of the public, and other agencies.
- C.8.5 Respond to resident requests, including public presentations, evaluation of specific issues, and recommendations to staff and Town Board.
- C.8.6 Update land use, zoning and other maps and records.
- C.8.7 Write and / or update the Town zoning code as requested.
- C.8.8 Establish and maintain a library of permits and applications, contract documents, and other items as needed.
- C.8.9 Perform other duties as assigned from time to time by the Town Board

**C.9 SCOPE OF ADDITIONAL SERVICES AS THE TOWN PLANNER**

If authorized in writing by the Town, the Planner shall furnish additional services of the following type:

- C.9.1 Identify grant opportunities and write grant proposals as directed by Town staff and the Town Board.
- C.9.2 Additional services in connection with the project not otherwise provided for in this Agreement.

**WSB & ASSOCIATES, INC.**  
**EXHIBIT D**  
**COMPENSATION**

D.1 The Town shall pay the Engineer and Planner for Basic Services rendered on the basis of a negotiated lump sum fee, on an hourly basis, or as a percentage of the construction cost, as mutually agreed to and deemed fair and reasonable for the particular work to be performed. The method of payment will be determined at the start of the project.

Engineer's current fee schedule with hourly rates is attached to this contract as Exhibit F. The rate schedule is for 2015, and will remain in effect for services rendered through December 31, 2015.

The fee schedule will be evaluated on an annual basis by the Engineer and Planner, and adjusted to account for inflation and other factors. The Engineer and Planner will submit a revised fee schedule prior to December 31 on an annual basis.

The following represents the compensation terms:

D.1.1 Town Board and Planning Commission

Engineer will be compensated at a lump sum rate of \$80 per meeting for Town Board and Public Works Committee meetings. Engineer will be compensated for attendance at Planning Commission meetings at our standard hourly rates.

Planner will be compensated for attendance at Planning Commission, Town Board, and other meetings requested by the Town at our standard hourly rates.

D.1.2 General Town Engineering and Planning Duties

Engineer and Planner will be compensated for these services based on the hourly rates listed in the fee schedule.

D.1.3 Projects

Compensation for specific studies or the design and construction of Town improvements will be determined on a project-by-project basis. The proposed compensation will be detailed within a written letter proposal submitted by the Engineer and / or Planner to the Town prior to beginning work. If the scope of the project changes after it is authorized, the Engineer or Planner will discuss it with the Town and determine an appropriate fee modification. Typically, project fees are billed either as lump sum, hourly not-to-exceed, or a percentage of the construction cost.

D.1.4 Development/Application Review

Services related to development review or review of other applications, will be completed by the Engineer and Planner on an hourly basis as needed. For items such as traffic studies, environmental reviews, and other more-defined items

related to development review, the Engineer will establish a scope and fees for ease of tracking against escrow account balances.

#### D.1.5 Independent Consultants

The cost of services performed by independent consultants or agencies for environmental evaluation, soil testing, laboratory services, or other services will be billed to the Town at the Engineer's cost with no markup.

#### D.1.6 Payment for Revisions or Other Work

If the Town directs that revisions be made to the plans and specifications following approval of the plans and specifications by the Town or if the Town Board directs Engineer and / or Planner to perform other work, the Engineer and Planner shall be compensated for the cost of such revisions at the hourly fee. The Engineer and Planner shall be given additional compensation when additions consist of enlargement or extension of the project. Additional compensation will be on the same basis as agreed to for the original plans and specifications.

#### D.1.7 Receipt of Payment

In order to receive payment for services, the Engineer and Planner shall submit monthly invoices describing in detail the services performed in accordance with this contract. Separate statements shall be submitted for each project or a detailed breakdown shall be furnished showing the distribution of charges to each project. The Town shall pay Engineer and Planner upon receipt of each monthly invoice. For hourly and percentage of construction cost contracts, the personnel who worked on the project shall be included. Construction services shall include daily reports detailing the time for each day that the individual was working on the project. All invoices will include the Town representative who authorized the work.

#### D.1.8 Expenses

Engineer and Planner shall be reimbursed for reasonable expenses related to the scope of services of this contract and/or individual projects. The Engineer and Planner shall be reimbursed for the actual cost of the expenses, without markup. Typical expenses include, but are not limited to, the following:

- Permit fees
- Plan and specification reproduction fees
- Costs related to the development of project photos

The following shall not be considered reimbursable expenses:

- Mileage
- Mobile phone usage
- Computer equipment time
- Preparation and reproduction of common correspondence
- Mailing



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/30/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>H. Robert Anderson &amp; Assoc., Inc.</b> 8201 Norman Center Drive Suite 220 Bloomington, MN 55437	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>952.893.1933</b>		FAX (A/C, No): <b>952.893.1819</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> <b>WSB &amp; Associates, Inc.</b> 701 Xenia Avenue South Ste. 300 Minneapolis, MN 55416	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> <b>Travelers</b>		
	<b>INSURER B:</b> <b>XL Specialty Insurance Co.</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER: 10/14-15 All Lines 1**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			680 8388R315 14	10/01/2014	10/01/2015	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY			BA 8391R701 14	10/01/2014	10/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP 8404R215 14	10/01/2014	10/01/2015	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB 3930T72 0 14	10/01/2014	10/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liability			DPR9718419	10/01/2014	10/01/2015	Each Claim/ Annual Aggregate	\$5,000,000 \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverages afforded by the insurance policies.

<b>CERTIFICATE HOLDER</b>  Township of Lent 33155 Hemingway Ave Stacy, MN 55079	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Shorena M. Anderson</i>

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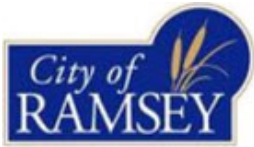


# 2015 Rate Schedule

2015 RATE SCHEDULE

	Billing Rate/Hour
Principal	\$153
Associate / Senior Project Manager	\$133   \$143   \$153
Project Manager	\$117   \$123   \$129
Project Engineer	\$99   \$107   \$117   \$123   \$129
Graduate Engineer	\$78   \$83   \$89   \$94
Sr Landscape Architect / Sr Planner / Sr GIS Specialist	\$106   \$114   \$122   \$130   \$138
Landscape Architect / Planner / GIS Specialist	\$65   \$72   \$79   \$86   \$96   \$102
Engineering Specialist / Senior Environmental Scientist	\$88   \$95   \$101   \$108   \$117   \$126
Engineering Technician / Environmental Scientist	\$51   \$58   \$65   \$72   \$77   \$83
Construction Observer	\$87   \$93   \$98   \$104   \$110
Coring Crew	
One-Person Crew	\$160
Two-Person Crew	\$235
Survey Crew	
One-Person Crew	\$130
Two-Person Crew	\$160
Three-Person Crew	\$180
Underwater Inspection Dive Team	\$460
Office Technician	\$41   \$63   \$73   \$83
<p>Costs associated with word processing, cell phones, reproduction of common correspondence and mailing are included in the above hourly rates. Vehicle mileage is normally included in our billing rates, but can be charged separately if specifically outlined by contract.</p> <p>Reimbursable expenses include costs associated with plan, specification and report reproduction, permit fee, delivery cost, etc.</p> <p>Rate Schedule is adjusted annually.</p> <p>Each staff person is assigned one billing rate that is commensurate with their experience and expertise. Multiple rates illustrate the varying levels of experience within each category.</p>	





Our Mission: To work together to responsibly grow our community, and to provide quality, cost-effective, and efficient government services.

**CC Work Session**

**3.1.**

**Meeting Date:** 07/28/2015

**By:** Jo Thieling, Administrative Services

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**Information**

**Title:**

Review Future Topics/Calendar

**Purpose/Background:**

Attached is the current list of future topics for work session discussion. Items are drawn from Council requests at meetings, or are related to topics that have been identified in the City's strategic plan. Dates will be assigned in the future.

**Recommendation:**

N/A

**Action:**

For Council review - no formal action necessary.

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**Attachments**

Future Topics

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**Form Review**

**Inbox**

Kurt Ulrich

Form Started By: Jo Thieling

Final Approval Date: 07/22/2015

**Reviewed By**

Kurt Ulrich

**Date**

07/22/2015 02:33 PM

Started On: 07/22/2015 09:22 AM

**City Council Future Topics – Work Session**  
*(Draft)*

<b>Date</b>	<b>Topic for Discussion – Council Action</b>
September	Towing Contract Discussion ( <i>Katers</i> )
<b>Date</b>	<b>Topic for Discussion – Regulatory</b>
Future	Review Formal Communications Plan ( <i>Brama</i> )
Future	Commercial Signage Standards and Community Sign Plan( <i>Gladhill</i> )
Future	Discuss Potential Update to Property Maintenance Code (Maintenance of Buildings and Structures) ( <i>Gladhill</i> )
Future	Rental Licensing ( <i>Gladhill</i> )
Future	Review Comprehensive Plan for Long-Term Water Supply ( <i>Westby</i> )
<b>Date</b>	<b>Topic for Discussion – Policy</b>
Future	Public Facilities Naming Policy ( <i>Riverblood</i> )
Future	Trail Maintenance Policy ( <i>Westby</i> )
Future	Stormwater Pond Maintenance Policy ( <i>Westby</i> )
Future	Grading Permit Policy ( <i>Westby</i> )
Future	Discuss Amending City Fund Ordinance ( <i>Lund</i> )
Future	Discuss Revising Construction Hours of Operation ( <i>Gladhill</i> )
Future	Policy for City Advertising – sign – website . . . ( <i>Ulrich</i> )
Future	Social Media/Facebook Policy ( <i>Ulrich/Wenberg</i> )
October/November	Review Program for Citizen Recognition and Identify Opportunities for Community Volunteer Work ( <i>Ulrich</i> )
<b>Date</b>	<b>Topic for Discussion – Planning and Budget</b>
August 11	Discuss 2016 Budget ( <i>Lund</i> )
August 25	Discuss 2016 Budget ( <i>Lund</i> )
Future	Meeting with ARAA to Discuss CIP Requests as it relates to Parks ( <i>Riverblood</i> )
<b>Date</b>	<b>Topic for Discussion – Information</b>
Future	Review Safety Procedures for Council Chambers ( <i>Katers/Kapler</i> )
Future	New Squad Camera Review/Demo ( <i>Katers</i> )