

City of Ramsey
Agenda
Public Works Committee
Tuesday, May 21, 2019
5:30 pm
Lake Itasca Room, 7550 Sunwood Drive NW

- 1. Call to Order**
- 2. Citizen Input**
- 3. Approve Agenda**
- 4. Approve Minutes**
 1. Approve the following meeting minutes.
 1. Public Works Committee meeting dated April 16, 2019.
- 5. Committee Business**
 1. Consider Recommendation to City Council to Suspend Annual Sealcoating Program
 2. Request Authorization to Participate in the MnWarn Mutual Aid Agreement
 3. Discuss 6401 Highway 10 - Drainage Issues/Pavement Discussion
- 6. Committee/Staff Input**
 1. Staff Updates on Improvement Projects and Items of Interest
 2. Review Future Topics Calendar
- 7. Adjournment**

Public Works Committee

4. 1.

Meeting Date: 05/21/2019

Submitted For: Grant Riemer, Engineering/Public Works

By: MaryJo Warner, Engineering/Public Works

Title:

Approve the following meeting minutes.

- 1. Public Works Committee meeting dated April 16, 2019.

Purpose/Background:

Purpose: To review and approve meeting minutes.

Background: Attached are the meeting minutes for review.

Timeframe:

5 minutes.

Observations/Alternatives:

n/a

Funding Source:

n/a

Recommendation:

To review and approve meeting minutes dated April 16, 2019.

Action:

Motion to approve meeting minutes dated April 16, 2019.

Attachments

Minutes

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	05/15/2019 01:54 PM
Kurt Ulrich	Kurt Ulrich	05/16/2019 03:25 PM
Form Started By: MaryJo Warner		Started On: 05/15/2019 01:00 PM
Final Approval Date: 05/16/2019		

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

The Public Works Committee conducted a regular meeting on Tuesday, April 16, 2019, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present: Chairperson Mark Kuzma
 Councilmember Chris Riley
 Councilmember Melody Shryock

Also Present: Public Works Superintendent Grant Riemer
 City Engineer Bruce Westby
 Civil Engineer IV Leonard Linton

1. CALL TO ORDER

Chairperson Kuzma called the regular meeting of the Public Works Committee to order at 5:35 p.m.

2. CITIZEN INPUT

There was none.

3. APPROVE AGENDA

Motion by Councilmember Riley, seconded by Councilmember Shryock, to approve the agenda, as presented.

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

4. APPROVE MINUTES

4.01: Approve March 19, 2019, Meeting Minutes

Motion by Councilmember Riley, seconded by Councilmember Shryock, to approve the following minutes:

Regular Meeting Minutes dated March 19, 2019

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

5. COMMITTEE BUSINESS

5.01: Provide City Council Recommendation to Approve Plans and Specifications and Authorize Advertisements for Bids for COR Infiltration Basin Improvements, Improvement Project #18-09

Civil Engineer IV Linton stated that the City made the decision to place their municipal wells in the western part of the City where development was expected to happen in the mid 1990's. The area around the wells was selected as the site of Ramsey Town Center (RTC) in the early 2000's. The state required development of a wellhead protection plan for the wells in the mid 2000's. The City acquired the foreclosed RTC properties in 2009 and began marketing the properties as The COR.

Civil Engineer IV Linton reported that the City is part of the Lower Rum River Watershed Management Organization (LRRWMO), which is tasked with maintaining water quality through regulating stormwater discharges. The LRRWMO Third Generation Plan was adopted in 2012 and must be updated every 10 years just like the City Comprehensive Plan. The Third Generation plan required infiltration of the first one (1) inch of runoff from all impervious surfaces (roofs and paving) on new projects. The infiltration guidelines discourage or prohibit infiltration in wellhead protection areas. The Third Generation Plan has a provision that projects can pay into an infiltration mitigation fund if they cannot infiltrate on site.

Civil Engineer IV Linton stated that most of The COR area to be developed is in the area where infiltration is not permitted. All projects developed in the COR since 2015 have paid into the infiltration mitigation fund. LRRWMO permits were approved for these projects with the condition that the City develop an infiltration basin in an area where infiltration is permitted. The City was first required to have the infiltration basin in place by July 1, 2018. The LRRWMO Board later extended this requirement to September 30, 2019.

Civil Engineer IV Linton noted that the City Council approved preparation of plans and specifications for the COR Infiltration Basin Improvements on April 9, 2018. Staff has since completed plans and specifications and wants to request City Council approval of plans and authorization to advertise for bids on May 14, 2019. This date falls before the next Public Works Committee meeting, so Staff is requesting the Committee to recommend that the City Council approve plans and specifications and authorize advertisements for bids to allow this project to move forward in a timely manner to meet the completion deadline of September 30, 2019.

Civil Engineer IV Linton stated that construction of the infiltration basin is necessary to fulfill City obligations incurred with the LRRWMO approval of projects in The COR since 2015 and to provide capacity for future development to occur. He noted that the estimated cost for the improvement is \$970,000 and advised that the City has collected infiltration mitigation funds from all developments that have occurred in The COR since 2015. These funds will pay approximately one-fourth of the cost of the project. The City will pay the remainder of the project now using stormwater utility funds. These costs will be reimbursed as future development occurs.

City Engineer Westby stated that the Council previously reviewed the PSD, LLC proposal for exchanging City-owned land west of Armstrong Boulevard for land owned by PSD south and east of the Medical Examiner building that is needed to construct the infiltration basin and staff is working with PSD to finalize the details of this transaction. He believed that agreement would be ready for the May 14th Council meeting as well.

Chairperson Kuzma asked for details on the fill that would be moved from the site.

City Engineer Westby stated that this project will generate approximately 35,000 cubic yards of soil that will need to be exported. Based on the need for fill within two other areas of The COR, the plans incorporate provisions for the contractor to place the excess fill in those areas after installing erosion control measures (silt fence) and stripping the existing topsoil to expose the underlying granular material. This base material will be tested and compacted, and the imported fill will be placed in specified lifts that will be compacted and documented. He noted that the area south of Sunwood Drive and east of Zeolite Street was identified as one of the sites for the excess fill. Bringing this site to grade will accomplish two things. It will address a concern raised by the Minnesota Department of Health about the area around the municipal well being depressed and holding water. It will also make the site more marketable. The remainder of the fill will be placed in the Municipal Plaza recreational area north of Sunwood Drive and west of Center Street.

Councilmember Riley asked why there are so many wells so close together.

City Engineer Westby stated he is unsure what drove this decision.

Civil Engineer IV Linton explained that for some wells there is one treatment center serving two wells.

Public Works Superintendent Riemer stated that the original thought was to have a water treatment plant near the fire station and therefore the wells were setup to support that.

Motion by Councilmember Riley, seconded by Councilmember Shryock, to recommend City Council approval of Plans and Specifications and authorization to advertise for Bids for The COR Infiltration Basin Improvements, Improvement Project #18-09.

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

Councilmember Riley asked if the infiltration basin would be constructed this year.

City Engineer Westby replied that construction is estimated to take 60 to 75 days, depending on weather. Construction must therefore start by mid-July to ensure completion by the deadline of September 30, 2019. If the Council approves plans and authorizes ads for bids on May 14, bids could be advertised May 17 and 24, bids could be opened June 7, and awarded on June 11. At that time, the Contractor could order the lift station, which has an anticipated delivery lead-time

of 4 months. If necessary, staff can request a second project completion extension based on when the lift station is expected to be operational.

Councilmember Riley asked why a lift station would be necessary.

Civil Engineer IV Linton provided additional details on the necessity of a stormwater lift station in order to make the infiltration basin successful.

6. COMMITTEE / STAFF INPUT

6.01: Wellhead Protection Plan Part 2 Amendment Process Update

City Engineer Westby stated that City Staff has been working with MDH since March of 2017 to amend the City of Ramsey's Wellhead Protection Plan (WHPP), which was adopted January 4, 2010, and is effective until January 4, 2020. The City's WHPP must be amended by October 6, 2019 to meet the required 10-year update schedule. The WHPP consists of two parts. Part 1 delineates the City's wellhead protection zone and drinking water supply management area (DWSMA) and assesses the vulnerability of our DWSMA and municipal water supply wells. Part 2 includes a potential contaminant source inventory, a potential contaminant source management strategy, an emergency/alternative water supply contingency plan, and wellhead protection program evaluation plan.

City Engineer Westby stated that Part 1 of the WHPP was recently amended and approved by the MDH. A copy of the MDH approval letter, received February 4, 2019, is included in the packet. As required, copies of the amended delineated wellhead protection areas, drinking water supply management areas, and assessments of well and aquifer vulnerabilities were issued to local units of governments wholly or partially within these areas within 30 days after receiving MDH approval of the Part 1 amendment. A copy of this letter with attachments is attached. The City was also required to conduct a public information meeting by April 4, 2019, to present the Part 1 amendments to the public. The public information meeting was conducted on March 19, 2019, as part of the Public Works Committee meeting.

City Engineer Westby stated that the City must now amend Part 2 of the WHPP. To kick this process off, City and MDH Staff met on March 28, 2019, to discuss the scope of the required Part 2 amendments. It was discussed that numerous data elements must be compiled and assessed as related to the management of potential contaminants in the drinking water supply management area that was approved with the WHPP Part 1 amendments. Data elements are pieces of information in the form of maps, lists, records, tables and inventories. Where appropriate, the elements should be reviewed and assessed in terms of their present and/or future implications on the 1) use of the wells, 2) quality and quantity of water supplying the public water supply wells, and 3) land and groundwater uses in the DWSMA.

City Engineer Westby stated that MDH prepared a Scoping 2 Decision Notice after the meeting, which was submitted to the City via email on April 4, 2019. The Notice included a list of required data elements. A hard copy of this Notice, including an attachment noting Potential

Contaminant Source Inventory (PCSI) requirements, was received in the mail on April 8, 2019. Copies of the Scoping 2 Decision Notice and PCSI requirements were included in the packet.

City Engineer Westby stated that based on Engineering Staff's current and projected workloads, the scope of work required to amend Part 2 of the WHPP, and the minimal amount of time available to complete this work, Staff recommends enlisting an engineering consultant to complete the work. The cities of Andover, and Anoka, who are also members of the Lower Rum River Watershed Management Organization (LRRWMO), enlisted the services of Barr Engineering to complete the Part 2 amendments for their respective WHPP's. It is important to note that Barr Engineering is the LRRWMO's Engineer, and that the LRRWMO reviews and comments on all WHPP Part 2 amendments.

City Engineer Westby stated that Anoka and Andover used the same project manager from Barr Engineering, Mr. John Greer, and both cities highly recommended him. Staff met with Mr. Greer on Monday, April 8, 2019, to discuss his availability to assist the City of Ramsey with our WHPP Part 2 amendments. Mr. Greer indicated he could assist the City with our Part 2 amendments, and noted that while the timelines are tight, he felt that if data requests are addressed in a timely manner the City should be able to meet the MDH deadline of October 6, 2019. Staff therefore requested that Barr Engineering submit a proposal for assisting the City of Ramsey with its WHPP Part 2 amendments, including a not-to-exceed fee. Staff originally estimated costs for hiring a consultant to assist with the Part 2 amendments to be in the range of \$15,000 to \$30,000, depending on the scope of work identified in the MDH Scoping 2 Decision Notice.

City Engineer Westby stated that on April 10, 2019, Barr Engineering submitted their proposal to amend Part 2 of the City of Ramsey's WHPP, which includes a not-to-exceed fee of \$25,100. He stated that staff has reviewed Barr Engineering's proposed not-to-exceed fee and feels it is reasonable based on the required scope of work.

Civil Engineer IV Linton provided an update on the watershed-based funding meetings that he has attended. He noted that if a project was not included in the City/LRRWMO plan prior to the availability of the watershed-based funding, the project would not be eligible. He noted that the primary focus of watershed-based funding is for stormwater projects, rather than drinking water projects.

City Engineer Westby stated that staff would like to enter into the contract with Barr Engineering and noted that funds are available in the professional services water fund.

Councilmember Riley stated that the comment was made that the timing was tight, but Barr Engineering could meet that deadline and asked if the timeline impacts the cost.

City Engineer Westby noted that the time does not have an impact on the cost. He stated that timing is dependent on data requests that may have to be made from other agencies. He noted that if the deadline is not met, the City could request an extension.

Chairperson Kuzma confirmed the consensus of the Committee to proceed with entering into the agreement with Barr Engineering.

6.02: Staff Updates on Improvement Projects and Items of Interest

City Engineer Westby provided an update on City improvement projects, Anoka County improvement projects, MnDOT improvement projects, and other items of interest. He provided additional details on the process of chip sealing versus fog sealing.

6.03: Review Future Topics Calendar

City Engineer Westby stated that staff is attempting to keep the calendar updated with the dates the items will be brought back to the City Council.

Councilmember Riley stated that a resident approached him about the rusty black metal fence along Alpine.

Public Works Superintendent Riemer stated that he obtained two bids on the fence the previous year, one to sandblast and repaint and the other to replace. He provided the estimated cost and noted that the item is included on the CIP for this year. He noted that the current fence is almost 20 years old.

7. ADJOURNMENT

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

Motion carried.

The regular meeting of the Public Works Committee adjourned at 6:15 p.m.

Respectfully submitted,

Grant Riemer
Public Works Superintendent

Drafted by Amanda Staple
TimeSaver Off Site Secretarial, Inc.

Public Works Committee

5. 1.

Meeting Date: 05/21/2019

By: Bruce Westby, Engineering/Public Works

Title:

Consider Recommendation to City Council to Suspend Annual Sealcoating Program

Purpose/Background:

Purpose:

The purpose of this case is to consider a recommendation to the City Council to suspend the City's annual sealcoating program temporarily.

Background:

The City of Ramsey has generally sealcoated between 13 and 23 miles of City streets each year for many years. The purpose of sealcoating is to protect existing bituminous pavement from damage caused by stormwater runoff, ultraviolet rays from the sun, and petroleum deposits left by vehicles using these streets.

Over the last two to three years, City staff has received higher than normal numbers of complaints about loose rock along gutters and in the boulevards of properties fronting streets that were sealcoated.

This spring, Staff has observed damage to the underlying pavement of streets that were sealcoated within the last two to three years. Staff has also heard from numerous other cities throughout the Twin Cities metro area, including several in the northwest metro, about similar recent observations on their sealcoat projects.

Locally, the City of Andover stopped sealcoating all of their streets years ago, and the City of Coon Rapids is transitioning from sealcoating all streets to sealcoating only local residential streets and fog sealing higher-volume collector streets. They believe the higher traffic volumes leads to surface stripping and believe fog sealing will provide similar benefits to seal coating at reduced costs.

Staff will present pictures of the damage observed on numerous streets throughout the City this spring, which has been observed on local streets as well as on higher volume collector streets, and is seeking a recommendation to the City Council to suspend the City of Ramsey's sealcoat program. This will allow Staff time to further observe the condition of our streets to make sure further degradation does not occur as a result of prior sealcoat projects, and to observe the practices and findings of the City of Coon Rapids fog sealing program, and other cities who are trying similar or alternative treatments to sealcoating.

Timeframe:

Staff estimates 15 minutes will be sufficient to present this case and respond to questions.

Observations/Alternatives:

Alternative #1– Motion to recommend that the City Council suspend the City's annual sealcoating program to allow for further observation of previously sealcoated City streets, and to research the practices and findings of other cities.

Alternative #2 – Motion of other.

Funding Source:

The City annually budgets \$500,000 for crack sealing and sealcoating projects. Staff still recommends completing crack sealing projects in an estimated amount of \$200,000 annually.

Recommendation:

Staff recommends providing a recommendation to the City Council to suspend the City’s annual sealcoating program temporarily for reasons noted herein.

Action:

Motion to recommend that the City Council suspend the City’s annual sealcoating program to allow for further observation of previously sealcoated City streets, and to research the practices and findings of other cities.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	05/16/2019 02:20 PM
Kurt Ulrich	Kurt Ulrich	05/16/2019 03:24 PM
Form Started By: Bruce Westby		Started On: 05/15/2019 08:55 AM
Final Approval Date: 05/16/2019		

Public Works Committee

5. 2.

Meeting Date: 05/21/2019

Submitted For: Grant Riemer, Engineering/Public Works

By: Grant Riemer, Engineering/Public Works

Title:

Request Authorization to Participate in the MnWarn Mutual Aid Agreement

Purpose/Background:

Purpose:

The purpose of this case is to seek authorization to join the MnWarn Network.

Background:

MnWARN is a formal emergency response program in Minnesota. MnWARN is a mutual aid agreement to provide a program whereby water, wastewater, and storm water utilities sustaining physical damage from natural or man-made disasters in the state of Minnesota can obtain emergency assistance, in the form of personnel, equipment, and materials and other associated services necessary to protect the health and welfare of the utilities' customers.

Timeframe:

15 Minutes

Observations/Alternatives:

Observations:

MnWARN assists members utilities with:

Emergency assessment, emergency response, and recovery.

Mutual Aid Agreement for sharing emergency resources with members.

Resources to help recover from a disaster.

Emergency contact network.

Voluntary participation.

A Water and Wastewater Agency Response Network (WARN) is a network of utilities helping utilities respond to and recover from emergencies. Mutual Aid/Assistance is one agency helping another based on a written agreement. The assistance is provided across jurisdictional boundaries in the event of an emergency. Participation is voluntary.

Funding Source:

There is no cost to participate. MnWARN provides a forum for establishing and maintaining emergency contacts. MnWARN program provides a utility with access to specialized, certified, and knowledgeable utility personnel. If our utility staff were to respond, the associated cost would come out of one of our utility operating budgets, depending on the type of emergency, water, sanitary sewer or storm sewer. Some of these costs are reimbursable from the city receiving emergency aid.

Recommendation:

Staff recommends entering into a joint powers agreement with the MnWarn emergency response program.

Action:

Motion to council to direct Staff to enter into a joint powers agreement with the MnWarn Emergency Response Program.

Attachments

[MnWarn Mutual Aid Agreement](#)

[MnWarn Resolution](#)

[LMC Joint Powers Agreement Info](#)

[MnWarn Application Info](#)

[MnWarn Application Form](#)

Form Review

Inbox

Kurt Ulrich

Form Started By: Grant Riemer

Final Approval Date: 05/16/2019

Reviewed By

Kurt Ulrich

Date

05/16/2019 03:22 PM

Started On: 05/06/2019 08:30 AM



MINNESOTA WATER AGENCY RESPONSE NETWORK (MnWARN) MUTUAL AID AGREEMENT

This Minnesota Water Agency Response Network (MnWARN) Mutual Aid Agreement is made and entered into by the undersigned Parties.

WHEREAS, the Parties hereto are authorized by law or home rule charter to establish a water, wastewater or storm water utility; and

WHEREAS, the Parties hereto have established a water, wastewater and/or storm water utility; and

WHEREAS, the Parties recognize that an Emergency may require Assistance in the form of personnel, equipment and supplies from a Utility outside the Governmental Unit; and

WHEREAS, the governing bodies of the Parties have investigated the facts and determined that it is in their best interests to authorize their Utilities to work cooperatively with another Party's Utilities when there is an Emergency; and

WHEREAS, Minnesota Statutes, Section 471.59 authorizes the Parties by agreement of their governing bodies to jointly or cooperatively exercise any power common to them.

NOW, THEREFORE, in consideration of the mutual covenants made herein, the Parties agree as follows:

ARTICLE I PURPOSE

The Parties recognize that in an Emergency, their Utilities may require Assistance in the form of personnel, equipment and supplies from outside the area of impact. The purpose of this Agreement is to provide a framework, in the event of an Emergency, for the Parties to participate in an intrastate program for mutual aid assistance to provide water, wastewater and storm water utility services. The Parties authorize their Utilities to cooperatively assist other Party's Utilities when there is an Emergency, subject to the discretion of the Responding Party's Authorized Official as set forth in Article IV.

ARTICLE II DEFINITIONS

- A. Agreement — This Water Agency Response Network Mutual Aid Agreement.
- B. Assistance — Resources, including but not limited to personnel, equipment, material and supplies that a Responding Party's Utility provides to a Receiving Party's Utility.
- C. Authorized Official — An employee or official of a Party's Utility that is authorized by the Party's governing body to request Assistance or provide Assistance under this Agreement.
- D. Emergency — Any occurrence that is, or is likely to be, beyond the control of the services, personnel, equipment or facilities of a Party's Utility.
- E. Governmental Unit — A city, county or township in Minnesota or a city's public utilities commission.
- F. MnWARN — The framework for public water, wastewater and storm water utilities in Minnesota to assist other public water, wastewater and storm water utilities when there is an Emergency that requires Assistance from another Utility. The framework includes this Agreement and other resources to be developed and coordinated by the Statewide Committee to implement the purpose of this Agreement.
- G. National Incident Management System (NIMS) — A national, standardized approach to incident management and response that sets uniform processes and procedures for emergency response operations.
- H. Party/Parties — One or more governmental units that has a water, wastewater or stormwater utility that executes this Agreement or adopts this Agreement by resolution pursuant to Article XIV.
- I. Period of Assistance — The period of time when a Responding Party assists a Receiving Party. The period commences when personnel, equipment or supplies depart from a Responding Party's facility and ends when the resources return to their facility. All protections identified in the Agreement apply during this period. The Period of Assistance may occur during response to or recovery from an Emergency.
- J. Receiving Party — A Party who requests and receives Assistance under this Agreement.
- K. Responding Party — A Party that provides Assistance to another Party pursuant to this Agreement.
- L. Statewide Committee — The committee responsible for overseeing MnWARN on a statewide level.
- M. Steering Committee — The leadership group that established MnWARN and the development of this Agreement.
- N. Utility/Utilities — A water, wastewater and/or storm water utility of a Party.

ARTICLE III ADMINISTRATION

A. Statewide Committee.

1. Voting Members. MnWARN shall be administered through a Statewide Committee. The Statewide Committee shall be comprised of nine (9) voting members. The voting members of the Statewide Committee shall be comprised as follows: (i) an employee or official of a Utility located in Region 1 of the Minnesota Division of Homeland Security and Emergency Management Regions; (ii) an employee or official of a Utility located in Region 2 of the Minnesota Division of Homeland Security and Emergency Management Regions; (iii) an employee or official of a Utility located in Region 3 of the Minnesota Division of Homeland Security and Emergency Management Regions; (iv) an employee or official of a Utility located in Region 4 of the Minnesota Division of Homeland Security and Emergency Management Regions; (v) an employee or official of a Utility located in Region 5 of the Minnesota Division of Homeland Security and Emergency Management Regions; (vi) an employee or official of a Utility located in Region 6 of the Minnesota Division of Homeland Security and Emergency Management Regions; (vii) an employee or official of the Minnesota Rural Water Association; (viii) a representative from the Minnesota Section of the American Water Works Association; and (ix) a representative of the Minnesota Wastewater Operator's Association.
 - a. Initial Voting Members. The initial voting members representing the six regions of the Minnesota Division of Homeland Security and Emergency Management Regions shall be selected by the Steering Committee. The other three voting members shall be selected by the organization they represent.
 - b. Subsequent Voting Members. The appointment or election of subsequent voting members shall be done in accordance with bylaws to be adopted by the Statewide Committee.
 - c. Terms. The terms of the voting members shall be established by the bylaws to be adopted by the Statewide Committee.
 - d. Changes. The Statewide Committee may change the number or composition of the voting members in accordance with its bylaws.
2. Advisory Members. There shall be at least six (6) advisory members of the Statewide Committee who shall not be entitled to vote. The advisory member shall consist of a representative to be selected by each of the following organizations: (i) the Minnesota Pollution Control Agency; (ii) the Minnesota Department of Health; (iii) Minnesota Homeland Security and Emergency Management; (iv) the Association of Minnesota Emergency Managers; (v) the Minnesota Municipal Utilities Association; and (vi) the League of Minnesota Cities. The voting members of the Statewide Committee may change the number or composition of the advisory members in accordance with its bylaws. The terms of the advisory members shall be established by the bylaws of the Statewide Committee.
3. Officers. The Statewide Committee shall have the following officers: a Chair, a Vice-Chair and a Secretary. The initial officers shall be elected by the Statewide Committee at its first meeting. The terms of the initial officers and subsequently elected officers

shall be established by the bylaws of the Statewide Committee. The officers shall have the following powers:

- a. Chair. The Chair shall have no more power than any other member of the Statewide Committee except that the Chair shall act as the presiding officer at all Statewide Committee meetings and may have other duties as assigned from time to time and prescribed by the Statewide Committee.
- b. Vice-Chair. The Vice-Chair shall act as the presiding officer at any Statewide Committee meeting not attended by the Chair and shall perform the Chair's duties in the Chair's absence. The Vice-Chair may have other duties as assigned from time to time and prescribed by the Statewide Committee.
- c. Secretary. The Secretary shall be responsible for ensuring that minutes are prepared for all Statewide Committee meetings. The Secretary shall also keep all books and records of the Statewide Committee and shall give all notices required by law, and may have other duties as assigned from time to time and prescribed by the Statewide Committee. The Statewide Committee may delegate all or part of the Secretary's duties required under this Section to another person; provided that such delegation shall not relieve the Secretary of ultimate responsibility for these duties

4. Powers. The Statewide Committee shall have the following powers:

- a. To coordinate emergency planning and response activities of Utilities in coordination with the emergency management and public health system of the State;
- b. To adopt policies and procedures to further the purpose of MnWARN;
- c. To establish committees, including regional committees, to assist in implementing the purpose of MnWARN;
- d. To develop a resource list of personnel, equipment, supplies and other resources that may be used to provide Assistance;
- e. To establish a website to facilitate the Parties' use of MnWARN;
- f. To develop protocols, forms or procedures for Parties to request assistance;
- g. To develop educational materials; and
- h. To develop training materials and conduct training for Parties.

5. Meetings. The Statewide Committee shall hold meetings as follows:

- a. Organizational Meeting. An organizational meeting shall be held at a time and place to be determined by the Steering Committee.
- b. Regular Meetings. Thereafter, the Statewide Committee shall meet at least annually. A schedule of regular meetings may be adopted by the Statewide

Committee at the organizational meeting. A schedule of regular meetings may be changed from time to time as deemed necessary by the Statewide Committee.

- c. Special Meetings. Special meetings of the Statewide Committee may be called by the Chair and must be called by the Chair upon written request of two Statewide Committee members.
- d. Quorum. The Statewide Committee shall not take official action unless a majority of the voting members are present in person or via electronic communication.

ARTICLE IV REQUESTS FOR ASSISTANCE

- A. Party Responsibility. The Parties shall identify an Authorized Official and one or more alternates; provide contact information including 24-hour access; and maintain the resource information required contained in the member information form to be developed by the Statewide Committee. The Parties shall update this information as required by the bylaws.

In the event of an Emergency, a Party's Authorized Official may request Assistance from a Party's Utility. The Authorized Official must specifically state that Assistance is being requested under MnWARN to activate the provisions of this Agreement. Requests for Assistance can be made orally or in writing. When made orally, the request for Assistance shall be prepared in writing as soon as practicable. Requests for Assistance shall be directed to the Authorized Official of a Party. Specific protocols for requesting Assistance shall be established by the Statewide Committee.

- B. Response to a Request for Assistance. After a Party receives a request for Assistance, the Authorized Official should evaluate if resources are available to respond to the request for Assistance. Following the evaluation, the Responding Party's Authorized Official shall inform, as soon as possible, the Receiving Party's Authorized Official if it can provide Assistance. If Assistance is provided, the Responding Party shall inform the Receiving Party about the type of available resources and the approximate arrival time of such resources.
- C. Discretion of Responding Party's Authorized Official. Adoption of this Agreement does not create any duty to provide Assistance. When a Party receives a request for Assistance, the Authorized Official shall have absolute discretion to provide Assistance or to not provide Assistance. A Party's decision to provide Assistance or not provide Assistance shall be final. No Party nor any employee or officer of any Party shall be liable to any other Party or to any person for failure of any Party to furnish Assistance or for recalling Assistance.

ARTICLE V RESPONDING PARTY PERSONNEL

- A. National Incident Management System (NIMS). When providing Assistance under this Agreement, the Requesting Party's Utility and the Responding Party's Utility shall be organized and function under NIMS.
- B. Control. The personnel of a Responding Party providing Assistance shall be under the direction and control of the Receiving Party until the Responding Party's Authorized Official withdraws Assistance. The Receiving Party's Authorized Official shall coordinate response

activities with the Responding Party's Authorized Official. Whenever practical, Responding Party personnel should plan to be self sufficient for up to 72 hours.

- C. Food and Shelter. The Receiving Party shall supply reasonable food and shelter for Responding Party personnel for Assistance that is provided for more than 72 hours. If the Receiving Party is unable to provide food and shelter for a Responding Party's personnel, the Responding Party's Authorized Official or designee is authorized to secure food and shelter for its personnel and shall be entitled to reimbursement for such expenses from the Receiving Party. Reimbursement for food and shelter shall reflect the actual costs incurred by the Responding Party. If receipts are not available, the Responding Party cannot request reimbursement in excess of the State per diem rates for that area.
- D. Communication. The Receiving Party shall provide Responding Party personnel with radio equipment as available, or radio frequency information to program existing radios, in order to facilitate communication among personnel providing Assistance.
- E. Status. Unless otherwise provided by law, the Responding Party's officers and employees retain the same privileges, immunities, rights, duties, and benefits as provided in their respective jurisdictions.
- F. Licenses and Permits. To the extent permitted by law, Responding Party personnel who hold licenses, certificates, or permits evidencing professional, mechanical, or other skills shall be allowed to carry out activities and tasks relevant and related to their respective credentials during the Period of Assistance.
- G. Right to Withdraw. The Responding Party's Authorized Official retains the right to withdraw some or all of its resources at any time. Notice of intention to withdraw must be communicated to the Receiving Party's Authorized Official as soon as possible.

ARTICLE VI COST REIMBURSEMENT

Unless otherwise mutually agreed in whole or in part, the Receiving Party shall reimburse the Responding Party for each of the following categories of costs incurred while providing Assistance during the Period of Assistance.

- A. Personnel. A Responding Party shall be reimbursed for its actual costs paid to personnel providing Assistance during the Period of Assistance. The Responding Party's designated supervisor(s) must keep accurate records of work performed by personnel during the Period of Assistance. Reimbursement to the Responding Party must consider all personnel costs, such as salaries or hourly wages, including overtime, and costs for fringe benefits and indirect costs.
- B. Equipment. The Receiving Party shall reimburse the Responding Party for the use of equipment during a Period of Assistance pursuant to the Responding Party's rate schedule. If the Responding Party does not have a rate schedule, the rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. If a Responding Party uses rates different from those in the FEMA Schedule of Equipment Rates, the Responding Party must provide such rates in writing to the Receiving Party prior to supplying Assistance. Reimbursement for equipment not referenced on a Party's rate schedule or the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs.

- C. Materials and Supplies. The Receiving Party must reimburse the Responding Party in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Party must not charge direct fees or rental charges to the Receiving Party for other supplies and reusable items that are returned to the Responding Party in a clean, damage-free condition. Reusable supplies that are returned to the Responding Party with damage must be treated as expendable supplies for purposes of cost reimbursement.
- D. Payment Period. The Responding Party must provide an itemized bill to the Receiving Party for all expenses it incurred as a result of providing Assistance under this Agreement. The Responding Party must send the itemized bill not later than ninety (90) days following the end of the Period of Assistance. The Receiving Party must pay the undisputed portion of the bill in full on or before the forty-fifth (45th) day following the billing date. Unpaid bills become delinquent upon the forty-sixth (46th) day following the billing date, and, once delinquent, the bill accrues interest at the standard rate of interest charged by the Responding Party for unpaid bills. If the Responding Party does not have a standard rate, the interest rate shall be the rate of prime, as reported by the *Wall Street Journal*, plus two percent (2%) per annum. Any undisputed amount must be resolved using the procedures set forth in Article VII.

ARTICLE VII DISPUTES

The Parties agree to act in good faith to undertake resolution of disputes, in an equitable and timely manner and in accordance with the provisions of this Agreement. If disputes cannot be resolved informally by the Parties, the following procedures shall be used:

- A. Mediation. If there is a failure between Parties to resolve a dispute on their own, the Parties shall first attempt to mediate the dispute. The Parties shall agree upon a mediator, or if they cannot agree, the Statewide Committee Chair shall select a mediator. If the Chair of the Statewide Committee, has a conflict of interest, the duty for selecting a mediator shall pass to the Vice-Chair.
- B. Arbitration. If the dispute remains unresolved following mediation, the dispute shall be submitted to arbitration under the Uniform Arbitration Act, Minnesota Statutes, Sections 572.08-.30. If the Parties cannot agree on one or more arbitrators, the arbitrator(s) shall be selected using the same procedure set forth for selecting a mediator. The decision of the majority of the arbitrators shall not be binding upon the Parties. If the arbitration decision is not accepted, the Parties may pursue any other legal remedy to resolve the dispute.

ARTICLE VIII RECEIVING PARTY'S DUTY TO INDEMNIFY

For the purposes Minnesota Municipal Tort Liability Act, Minnesota Statutes, Chapter 466, the employees and officers of the Responding Party are deemed to be employees (as defined in Minnesota Statutes, Section 466.01, subdivision 6) of the Receiving Party.

The Receiving Party shall defend, indemnify and hold harmless, the Responding Party, its officers, employees, volunteers and agents from all claims, loss, damage, injury, and liability of

every kind, nature, and description, directly or indirectly arising from the Responding Party's Assistance during the Period of Assistance. The scope of the Receiving Party's duty to indemnify includes, but is not limited to, suits arising from, or related to, negligent or wrongful use of equipment or supplies on loan to the Receiving Party, or faulty workmanship or other negligent acts, errors, or omissions by the Responding Party personnel. The Receiving Party shall not be required to defend and indemnify the Responding Party for any willful or wanton misconduct of the Responding Party or its officer, employees, volunteers or agents. Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits of liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The intent of this article is to impose on each Receiving Party a limited duty to defend and indemnify a Responding Party for claims arising within the Receiving Party's jurisdiction subject to the limits of liability under Minnesota Statutes, Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

The Receiving Party's duty to indemnify is subject to, and shall be applied consistent with, the conditions set forth in Article X.

ARTICLE IX DAMAGE TO EQUIPMENT

Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue any other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of any other Party or its officers, employees, or volunteers.

ARTICLE X WORKERS' COMPENSATION

Each Party shall be responsible for injuries or death of its own personnel. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue another Party for any workers' compensation benefits paid to its own personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue another Party for any workers' compensation benefits paid to its own employee or volunteer or their dependents, even if the injuries were caused wholly or partially by the negligence of another Party or its officers, employees or volunteers.

ARTICLE XI INSURANCE

Parties to this Agreement shall maintain the following liability coverages: (1) commercial general liability; and (2) automobile liability, including owned, hired, and non-owned automobiles. Each policy shall have a limit at least equal to the maximum municipal liability limit in Section 466.04, subd. 1. If the policy contains a general aggregate limit, the general aggregate limit shall not be less than double the maximum municipal liability limit in Section 466.04, subd. 1.

**ARTICLE XII
WITHDRAWAL**

A Party may withdraw from this Agreement by providing written notice of its intent to withdraw to the Statewide Committee Secretary. Withdrawal takes effect 60 days after notice is sent.

**ARTICLE XIII
INTRASTATE AND INTERSTATE MUTUAL AID AND ASSISTANCE PROGRAMS**

To the extent practicable, Parties to this Agreement are encouraged to participate in mutual aid and assistance activities conducted under the State of Minnesota Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for Utilities through this Agreement if such a Program were established.

**ARTICLE XIV
NEW MEMBERS**

Other Governmental Units may be added to this Agreement upon approval of their governing body as evidenced by adoption of the resolution attached as Exhibit I to this Agreement and execution by the Governmental Unit's authorized representatives. A Governmental Unit shall not become a Party to this Agreement until a certified copy of the resolution is received by the Statewide Committee Secretary. The Statewide Committee Secretary shall maintain a master list of all Parties to this Agreement.

**ARTICLE XV
GENERAL PROVISIONS
MODIFICATION**

- A. Modification. No provision of this Agreement may be modified, altered or rescinded by individual parties to the Agreement. Modifications to this Agreement may be due to programmatic operational changes to support the Agreement. Modifications require a simple majority vote of the Parties to this Agreement. The Statewide Committee Secretary shall provide written notice to all Parties of approved modifications to this Agreement. Approved modifications take effect 60 days after the date upon which notice is sent to the Parties.
- B. Signatory Indemnification. In the event of a liability, claim, demand, action or proceeding of whatever kind or nature arising out of a Period of Assistance, the Parties who receive and provide Assistance shall indemnify and hold harmless those Parties whose involvement in the transaction or occurrence that is the subject of such claim, action, demand or other proceeding is limited to execution of this Agreement.
- C. Prohibition on Third Parties and Assignment of Rights/Duties. This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and are without effect.
- D. Notice. A Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties to this Agreement shall

provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

- E. Effective Date. This Agreement shall be effective after approval by the Parties' governing body and execution by the Parties' authorized representatives.
- F. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- G. Captions. Article and section headings contained in this Agreement are included for convenience only and form no part of the Agreement among the Parties.
- H. Waivers. The waiver by a Party of any breach or failure to comply with any provision of this Agreement by another Party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
- J. Savings Clause. If any court finds any article, section or portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the Parties, by action of their respective governing bodies, caused this Agreement to be approved on the dates below.

City of _____, Minnesota

The City Council of _____, Minnesota duly approved this Agreement on the _____ day of _____, 20__.

By: _____
Its Mayor

And: _____
Its Clerk

EXHIBIT I

RESOLUTION AUTHORIZING GOVERNMENTAL UNIT TO BE A PARTY TO MINNESOTA WATER AGENCY RESPONSE NETWORK (MnWARN)

WHEREAS, Minnesota Statutes, Section 471.59 authorizes governmental units by agreement of their governing bodies to jointly or cooperatively exercise any power common to them;

WHEREAS, MnWARN has been established by the adoption of a Mutual Aid Agreement (the Agreement) among Governmental Units to allow their water, wastewater and storm water utilities to assist each other in case of an emergency;

WHEREAS, the Agreement allows other governmental units to become a party to the Agreement by the adoption of this Resolution and sending notice to the Secretary of the Statewide Committee for MnWARN; and

WHEREAS, the governing body of [name of governmental unit] considers it to be in the best interests of the [City][County][Town] to be a party to the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that [name of governmental unit]:

1. Authorizes [position title of designated employee or official] and [position title of designated employee or official] to sign this resolution evidencing the intent of [name of governmental unit] to be a party to MnWARN; and
2. [Name of designated employee or official] is directed to send a certified copy of this resolution and a completed membership information form to the Secretary of the Statewide Committee of MnWARN; and
3. [Name of political subdivision] agrees to comply with all terms of the Agreement.

IN WITNESS WHEREOF, [name of governmental unit], by action of its governing body, caused this Resolution to be approved on [Month/Date/Year].

By: _____

Its _____

And: _____

Its _____

EXHIBIT I

RESOLUTION AUTHORIZING GOVERNMENTAL UNIT TO BE A PARTY TO MINNESOTA WATER AGENCY RESPONSE NETWORK (MnWARN)

WHEREAS, Minnesota Statutes, Section 471.59 authorizes governmental units by agreement of their governing bodies to jointly or cooperatively exercise any power common to them;

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WHEREAS, the Agreement allows other governmental units to become a party to the Agreement by the adoption of this Resolution and sending notice to the Secretary of the Statewide Committee for MnWARN; and

WHEREAS, the governing body of the _____ considers it to be in the best interest of the City to be a party to the Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the _____:

1. Authorizes the Mayor and Clerk-Administrator-Treasurer to sign this resolution evidencing the intent of _____ to be a party to MnWARN; and
2. Clerk-Administrator-Treasurer is directed to send a certified copy of this resolution and a completed membership information form to the Secretary of the Statewide Committee of MnWARN; and
3. _____ agrees to comply with all terms of the Agreement.

IN WITNESS WHEREOF, _____ by action of its governing body caused this Resolution to be approved on _____.

By: _____

Its Mayor

And: _____

Its Clerk-Administrator-Treasurer

MAIL TO:
Secretary of Statewide Committee
MnWARN
217 12th Avenue SE
Elbow Lake, MN 56531



RISK MANAGEMENT INFORMATION
PROVIDING ASSISTANCE IN EMERGENCIES
Coverage and Liability Issues

When disaster strikes in Minnesota, the response is always the same. Cities and other local governments around the state pitch in to help, sending equipment and crews of firefighters, police officers, public works and utilities workers, building inspectors, and whatever other help is needed. We see that same spirit of emergency assistance sometimes reaching beyond the borders of Minnesota, whether that means helping out with floods in Iowa or sending assistance to the coastal states impacted by a hurricane.

Providing and receiving disaster assistance raises some coverage and liability issues for Minnesota cities, some of which can be different when you're responding out of state. This memo outlines applicable statutes, summarizes how the city's LMCIT coverage would apply, and identifies some potential problems that cities need to be aware of. There's also a checklist of potential coverage issues in emergency assistance situations.

Providing assistance within Minnesota – the local emergency assistance statute

Minn. Stat. 12.331 was first passed as part of the tornado relief bill in 1998. You could think of this law as a “default” mutual aid agreement for disasters. It clarifies local governments' authority both to request and to provide emergency assistance without an existing mutual aid agreement, and addresses the liability issues that can arise from emergency assistance.

12.331 sets out the following rules for when one political subdivision in Minnesota sends assistance to another Minnesota public body in an emergency. Throughout this memo we'll refer to cities, but this statute also applies to counties, towns and other political subdivisions.

- *Workers' compensation.* For purposes of workers' compensation, the sending city's employees are deemed to be acting within the scope of their duties as employees of the sending city. An injury to an employee of a city providing assistance would therefore be covered under his or her own city's work comp coverage.
- *Liability.* For purposes of tort liability, employees of the city sending assistance are deemed to be employees of the city receiving assistance. It would therefore be the responsibility of the

Learn More

Read more about emergency assistance in:

*Handbook for Minnesota Cities:
Part IV*

It's available at www.lmc.org.

This material is provided as general information and is not a substitute for legal advice.
Consult your attorney for advice concerning specific situations.

city receiving the assistance (and that city's liability carrier) to defend and indemnify the sending city's employee if that employee were sued for activities while providing the assistance. This provision eliminates much of the potential for conflicts between the two cities if both were sued in a tort claim arising from the emergency assistance.

- *Equipment.* Damage to the sending city's equipment is the sending city's own responsibility.

12.331 also provides the city receiving assistance must reimburse the city sending assistance for the compensation of the sending city's employees, for those employees' travel and maintenance expenses, and for any supplies used.

Keep in mind these statutory provisions only apply if there's not a written agreement between the two cities to address these points. If the sending and receiving cities prefer to handle any of these considerations differently, they can simply develop and sign a written agreement with terms more suitable to their needs.

How does LMCIT coverage work when one Minnesota city provides emergency assistance to another under 12.331?

We'll have to simplify some detailed coverage provisions, but the general way things work follow.

- Injuries to the sending city's employees while assigned to provide emergency assistance in another city will be covered under the sending city's LMCIT workers' compensation coverage. This is because employees responding to another city's emergency are doing so at the direction of their employer, the sending city.

Employees who "self deploy" to an emergency in another city may not be afforded this same protection – a point cities should specifically call out to those groups of employees who are most often asked to assist somewhere else (i.e. firefighters, police officers, and emergency medical responders). The message is simple – deciding on your own to respond in another community's emergency is never a good idea. Doing so can be dangerous for you, can create liability problems for both cities involved, and often leads to disruptive confusion in situations that are already chaotic.

- Damage to any vehicles or equipment from the sending city will be covered by the sending city's LMCIT property or auto physical damage coverage, just as if the equipment were being used for any other city purpose.

Learn More

Read more about LMCIT coverages in:

- *Things to Think About When Renewing Your City's Property/Casualty Coverage*
- *Things to Think About When Renewing Your City's Workers' Compensation Coverage*

They're available at www.lmc.org.

- LMCIT liability coverage for the receiving city will respond to liability claims against the sending city's employees that arise in the course of providing emergency assistance. This is because employees of the sending city are deemed to be employees of the receiving city for tort liability purposes under 12.331.
- For auto liability claims that arise from using the sending city's licensed vehicles in providing emergency assistance, both cities' coverage could theoretically apply. Where both cities are LMCIT members, LMCIT will treat the receiving city's LMCIT auto liability coverage as primary in this situation.
- In many cases, the city providing assistance will send vehicles and equipment, along with employees to operate them. In those cases, the vehicle is not considered to be a "borrowed" vehicle for the city that's receiving the assistance, and that vehicle is therefore not covered by the receiving city's auto physical damage coverage. Damage to the vehicle or equipment would be covered under the sending city's auto physical damage coverage.

The vehicle is considered a "borrowed" vehicle only if it's being operated by and is in the care, custody, and control of, the city receiving assistance. If that's the case – a city sends its vehicles to be operated by the receiving city's employees or volunteers – then the receiving city's auto physical damage coverage is primary.

- When a city employee operates his or her own vehicle on city business, including responding to an emergency in another community, that vehicle is not considered to be a "borrowed" or "leased" vehicle. The receiving city's auto physical damage coverage through LMCIT therefore won't cover damage to the vehicle; nor will the sending city's LMCIT coverage. Physical damage to an employee's car is at his or her own risk, just as it would be in his or her own city limits.

What if my city borrows or rents vehicles or equipment from someone who is not a LMCIT member city?

The city's LMCIT municipal liability and auto liability coverage will automatically respond to liability claims arising from the operation of vehicles or equipment that the city borrows or rents in an emergency. It is not necessary to schedule each individual vehicle in order to have coverage.

LMCIT blanket property coverage would cover any physical damage to vehicles or equipment you borrow or rent, up to a sublimit of \$500,000, as long as the equipment is in the city's care, custody and control. There are a few cities who choose not to cover their small-value equipment at all. If your city doesn't have coverage for its own small-value mobile property, you don't have coverage for small-value equipment you borrow or lease either.

What happens if we provide emergency assistance under a mutual aid agreement with different provisions from the statute?

It really depends on what the mutual aid agreement says. If the mutual aid agreement between the two cities is silent about workers' compensation, tort liability, or damage to equipment, the provisions of the statute apparently would still apply on that particular issue. If the agreement specifically addresses any or all of those matters differently from the way the statute handles them, the terms of the agreement would govern.

If both cities are LMCIT members, liability and auto liability coverage shouldn't be a problem. Regardless of how the mutual aid agreement addresses tort liability, each city's respective LMCIT coverage would pick up whatever liability the city has under the agreement. That would include liability for its own employees' acts and any tort liability the city assumes under mutual aid agreement for the other city's employees' acts.

LMCIT strongly suggests cities avoid using mutual aid agreements which have language like "each party shall be responsible for its own liability." Although it may sound like a fair allocation of risk, this language sets up the potential for a defense conflict between the two cities if both are sued for a single incident. Under a contract provision like this, when a plaintiff sues both cities for their combined emergency response, the goal for each city becomes to show that the other city was more liable and should therefore pay the claim. This kind of conflict can reduce both cities' chances of successfully defending the plaintiff's claim. In addition, each city will need its own defense attorney, resulting in greater legal expenses all around.

Model Mutual Aid Agreement

View a model agreement in:

LMCIT Model Mutual Aid Agreement

It's available at www.lmc.org.

If a mutual aid agreement makes your city responsible for workers' compensation benefits for another city's employees, you need to contact LMCIT. There may be an additional premium charge to your city for this kind of additional workers' compensation exposure.

What about emergency volunteers?

So far, we've talked about the implications of one city's employees providing assistance in another community's disaster. But we know that volunteers may also provide critical help in emergency situations.

Minn. Stat. 12.22 subd. 2a, says that a city volunteer assisting a city in a disaster or emergency is considered a city employee, if the volunteer:

Learn More

Read more about covering volunteers in:

Accident Coverage for City Volunteers

It's available at www.lmc.org.

- Is registered with the city; and
- Is working under the direction and control of the city.

A registered city volunteer who is injured while assisting in a disaster would therefore be entitled to workers' compensation benefits. LMCIT's practice has been not to charge any additional premium for this workers' compensation exposure.

Like any city volunteers, disaster volunteers are automatically "covered parties" under the city's LMCIT liability coverage. Thus for LMCIT member cities, LMCIT would cover liability claims against a registered emergency volunteer working under the city's direction and control.

These volunteers do not need to be reported to LMCIT. However, because the statute specifies that emergency volunteers must be "registered", the city should maintain a record of the individuals that provide volunteer help to the city in an emergency (or at any other time for that matter). If an injury occurs, the LMCIT work comp claims staff will need that record to determine whether or not the individual is covered.

What about other political subdivisions or cities that aren't LMCIT members?

Obviously, we're only in a position to tell you how the city's LMCIT coverage works. If you're not an LMCIT member, talk to your insurer about work comp, liability, and equipment coverage. Make sure your insurer will cover whatever exposures you have, whether you're operating under the statute or under an agreement. Make sure too that you understand what items or exposures you need to report to your insurer, and what the added coverage will cost.

Similarly, if your city receives assistance from a political subdivision that's not an LMCIT member, make sure that that political subdivision is aware of these various coverage and liability issues and has addressed them appropriately with their own carrier.

Providing help outside of Minnesota

Sometimes a Minnesota city is called to help in an emergency outside the state. Sending help to other states is of course very valuable to their disaster response needs, and may also provide some important "real life" training to local responders.

Cross-border assistance

It's common in border communities to have mutual aid agreements that cross state lines. This is a perfectly okay practice and the provisions of that contract will control the arrangement, just as it would if both cities were in Minnesota.

It may sometimes be the case where a city in another state calls a Minnesota city directly to provide assistance, but the two cities don't have an existing mutual aid arrangement. Again, this is probably most common in border communities. This scenario can be a bit tricky, because state laws may differ in terms of how liability and workers' compensation issues are handled. In

addition, things like immunity defenses, tort cap limits, or work comp benefits may also be different in another state.

In short, it's just not a good idea to provide one-to-one emergency assistance outside Minnesota without a written agreement already in place. LMCIT staff will be glad to work with member cities on developing such agreements. If you have resources that are so particularly unique that you are often called by communities outside Minnesota, you should check in with the Minnesota Duty Officer about how best to manage those resources and you should probably consult with your city attorney to develop a standard agreement for sending resources outside Minnesota in an emergency.

Interstate assistance under EMAC

There's another important way Minnesota cities might provide assistance outside the state's borders. The state of Minnesota, along with all other states, participates in the Emergency Management Assistance Compact (EMAC). EMAC is an inter-state agreement which each state adopts by statute – here it's Minn. Stat. 192.89 – in order to provide an orderly mechanism through which emergency assistance can be requested and offered. EMAC is coordinated by the National Emergency Management Association. More information about EMAC can be found at www.emacweb.org.

Although EMAC is a state-to-state arrangement, it's often the case that much of the actual emergency assistance is provided by local government employees rather than by state employees. EMAC contemplates that inter-state assistance by local governments will be requested, coordinated, and dispatched through the state emergency management office. In Minnesota, the state Department of Homeland Security and Emergency Management (HSEM) performs that function. More information about HSEM's role in EMAC can be found at www.hsem.state.mn.us.

When EMAC is activated, HSEM is notified of any need for assistance and HSEM in turn notifies local responders. The city providing assistance will sign an intergovernmental agreement with HSEM that specifies the terms and conditions under which assistance will be provided outside Minnesota.

Both Minn. Stat. 192.91 and the current version of HSEM's intergovernmental agreement provide that the city's employees are deemed to be state of Minnesota employees for purposes of tort liability. This provides two important protections for city employees responding under EMAC.

- It gives city employees immunity for liability claims arising from their acts or omissions while providing disaster assistance to another state. There's an exception for "willful misconduct, gross negligence, or recklessness."
- It provides that city employees providing inter-state disaster assistance under EMAC are considered agents of the requesting state for tort liability and immunity purposes. This

basically makes the requesting state responsible to defend and indemnify the sending city's employees if they're sued.

In most cases therefore, liability should not be a concern for a city providing assistance in another state under EMAC. However, if it were to somehow happen that there was a liability claim against an LMCIT member city which was not handled by the state that was receiving the assistance, the city's LMCIT liability coverage would respond to that claim, just like any other liability claim against the city.

As is the case with providing assistance within the state of Minnesota under the emergency assistance statute, the sending city remains responsible under workers' compensation laws for their employees' injuries. A city's LMCIT work comp coverage would continue to apply under an EMAC response.

EMAC also provides for the state receiving assistance to reimburse the party providing assistance for damage to the assisting party's equipment. If for some reason an LMCIT member city wasn't reimbursed by the receiving state for damage to its equipment or vehicles, the city's LMCIT property and/or auto physical damage coverages would apply, just as with any other instance of damage to city vehicles or equipment.

The provisions of EMAC and associated HSEM intergovernmental agreements offer responding cities some very important protections. It is therefore imperative that city employees NEVER self-deploy to an emergency outside Minnesota. In the words of HSEM, "If you respond on your own, you are on your own."

Disaster assistance – a coverage checklist for cities

If your city is either receiving assistance in a disaster or providing assistance to another city in a disaster, here's a checklist to help identify potential coverage problems:

1. *Is assistance being provided under the statute or under an agreement?*

If both the sending and receiving cities are LMCIT members and you're working under Minn. Stat. 12.331, providing or receiving disaster assistance doesn't create any particular coverage problems for either city. Both cities' existing LMCIT liability, property, auto, and workers' compensation coverages will address their respective risks under the statute.

If you are instead responding under an existing mutual aid agreement, the terms of that contract will apply. It's a good idea to review the terms of existing mutual aid agreements in light of the information provided in this memo, and in consultation with your city attorney.

Contract Review Service:

If you're not sure about a particular contract, LMCIT will review it to help ensure that the contract's insurance and liability provisions adequately protect the city's interests.

Send contracts to Chris Smith at csmith@lmc.org or Tracie Chamberlin at tchamberlin@lmc.org.

2. *Is either the sending or the receiving party a non-LMCIT member?*

If you're receiving assistance from a county or township, or from a city that isn't an LMCIT member, you'll want to make sure they understand that under the statute, they're responsible for work comp for injuries to their employees, and for any damage to their equipment.

If you're providing assistance to a city or other unit that isn't an LMCIT member, you'll want to make sure that they and their liability carrier understand that they are responsible for liability claims arising from your employees' activities.

3. *Is the city borrowing or leasing any vehicles?*

LMCIT member cities automatically have liability coverage and coverage for physical damage to any vehicle the city rents or borrows.

4. *Is the city using volunteers?*

If your city is using volunteers who are acting under your direction and control, those volunteers need to be "registered" with the city in order to be covered by the city's workers' compensation and liability coverage. In other words, keep a list of your disaster volunteers, by name.

5. *Does a mutual aid agreement make you responsible for work comp for anyone else's employees or volunteers?*

If an agreement makes your city responsible for providing workers' compensation coverage for anyone who is not by law your city's employee, contact LMCIT right away – preferably before you sign the agreement.

6. *Does a mutual aid agreement require you to provide liability coverage for anyone else or name them as a covered party?*

If the agreement calls for you to add another city or other person or entity as an "insured" or a "covered party," contact LMCIT.

7. *Are you responding outside the state of Minnesota?*

If you are providing assistance outside Minnesota, you should be doing so either under a specific written mutual aid agreement or through EMAC as deployed by HSEM. Never self-deploy to any emergency, whether or not outside of Minnesota.

If your city is working under an agreement rather than under the statute in either providing or receiving disaster assistance, make sure you understand your responsibilities under that agreement. It's a good idea to have your city attorney review all mutual aid agreements.

Questions?

If you have any questions about coverage, please give us a call. We understand that when you're dealing with a disaster, the last thing you need is to be worrying about arcane details of coverage. We'll do our best to answer your questions and address any problems as quickly as we can.

Feel free to contact Ann Gergen, LMCIT Associate Administrator; Chris Smith, Risk Management Attorney; or any of the underwriters at the LMCIT office.

Ann Gergen 09/08

MnWARN Membership Application Questionnaire

System Name: _____

Check all that apply: Water Wastewater Stormwater Collection Only
 Distribution Only Treatment Only

Which department is responsible for Gopher State One-Call (GSOC) response?

Water Wastewater Stormwater

WATER:

System Connections: _____

Population Served: _____

GPM production capacity: _____

Are accurate maps available?..... Yes No

Type of supply: Ground Water Surface Water

Treatment Process: Softening Iron Removal Zeolite

Other (describe) _____

System Classification:..... A B C D

Number of licensed operators:A_____ B_____ C_____ D_____

Type of equipment available:..... Backhoe Portable Generator Tools

Routine water/wastewater/storm water pumps

Pressure washers and equipment Trucks

Other (describe)

Size of curb stop riser pipe (Choose one): 1 inch 1 ¼ inch

Current type of hydrants in use and type of thread: _____

WASTEWATER:

System Capacity: _____ Million Gallons a Day (MGD)

Population Served: _____

Treatment System: Activated Sludge Trickling Filter

Biologically Activated Filter (BAF)

Rotary Biological Contact (RBC) Extended Filter

Other (please list) _____

Collection System: Yes No

Collection Only: Yes No

System Classification:..... A B C D

Number of licensed operators:SA _____ SB _____ SC _____ SD _____

Are accurate maps available? Yes No

Types of pipe: Clay Concrete PVC
 Other (describe) _____

Manhole Opening Sizes: 24” 27” Other (describe) _____

How are lift stations operated? SCADA Floats Auto Dialer Alarms

Type of equipment available:..... Vactor Backhoe Tools Bucket machine
 Camera truck Service camera Trucks
 Routine water/wastewater/storm water pumps
 Jetting Equipment Rodding Equipment
 Other (describe)

Treatment system contains:..... Odor scrubbers Pre-treatment Clarification
 Incineration Mixers Bar screens
 Anaerobic digestion Aerobic digestion
 Disinfection De-chlorination
 Other (describe) _____

STORMWATER:

MS4 Community: Yes No

Are accurate maps available? Yes No

Direct Discharge to receiving stream. Yes No

Number of direct discharges: _____

Type of pipe in collection system: Clay Concrete PVC Other _____

Manholes: Sumps

Catch basins: Sumps

Treatment basins: Detention Retention Infiltration

Special equipment:..... Mowers Tractors Sweepers/Brooms

Number of staff:Supervisors _____ Operators _____



Member Information Form

Utility Information

Utility Name: _____

Fill-in applicable information:

Water Utility: <input type="checkbox"/>	Wastewater Utility: <input type="checkbox"/>	Storm Water Utility: <input type="checkbox"/>
PWS ID#: _____	Permit# _____	Permit# (if applicable) _____
Connections: _____	Connections: _____	_____
Type of System: <input type="checkbox"/> Groundwater OR <input type="checkbox"/> Source Water		

Physical Address: _____

City/State/Zip: _____

County: _____

24 Hour Telephone# _____

Authorized Official: Primary Contact Information

Name: _____

Title: _____

Emergency Telephone#: _____

E-mail: _____

Additional Personnel Contact Information

Name: _____

Title: _____

Emergency Telephone#: _____

E-mail: _____

Emergency Operation Center:

Name: _____

Emergency Telephone#: _____

E-mail: _____

Return Completed Form to MnWARN at 217 12th Avenue SE, Elbow Lake, MN 56531

Public Works Committee

5.3.

Meeting Date: 05/21/2019

By: Grant Riemer, Engineering/Public Works

Title:

Discuss 6401 Highway 10 - Drainage Issues/Pavement Discussion

Purpose/Background:

The City currently owns 6401 Highway 10 on the corner of Sunfish Lake Blvd and Highway 10 by Aurelio's Pizza and Willy McCoy's. The site is currently gravel and dirt, with smaller pieces of pavement onsite.

A neighboring tenant has requested the City pave or improve the conditions of the site, because the gravel and dirt is unmaintained and blows with the wind. More importantly, the dirt onsite is running into a storm drain onsite. The City has seen photos of this, and is awaiting receipt of the photos from the tenant.

Topics of discussion:

- Maintenance opportunities?
- Is paving an option? (Temporary)
- Could the City lease the site as temporary parking until the improvements/interchange are finished to recoup paving costs?

Please note that plans and specs for this project were initially prepared by Hakanson Anderson. However, the City Council elected not to move forward with the project due to cost (approximately \$100K).

Notification:

Staff has contacted the owner of Aurelio's Pizza and made him aware that this issue would be discussed by the PW Committee.

Observations/Alternatives:

Because of the prohibitive cost of paving the area temporarily, staff would suggest obtaining quotes for chemical dust control. Due to the short lead time staff was given to prepare for this case, more information pertaining to the cost will be presented at the meeting. Chemical treatment would likely be an annual expense, until construction began on the Sunfish Lk Blvd Interchange.

Funding Source:

Because the cost of treatment is unknown at this time, a funding source has yet to be determined.

Recommendation:

Based on staff and committee discussion.

Action:

Based on discussion by the PW committee.

Attachments

Aerial View of Site

Form Review

Inbox

Kurt Ulrich

Tim Gladhill

Form Started By: Grant Riemer

Final Approval Date: 05/16/2019

Reviewed By

Kurt Ulrich

MaryJo Warner

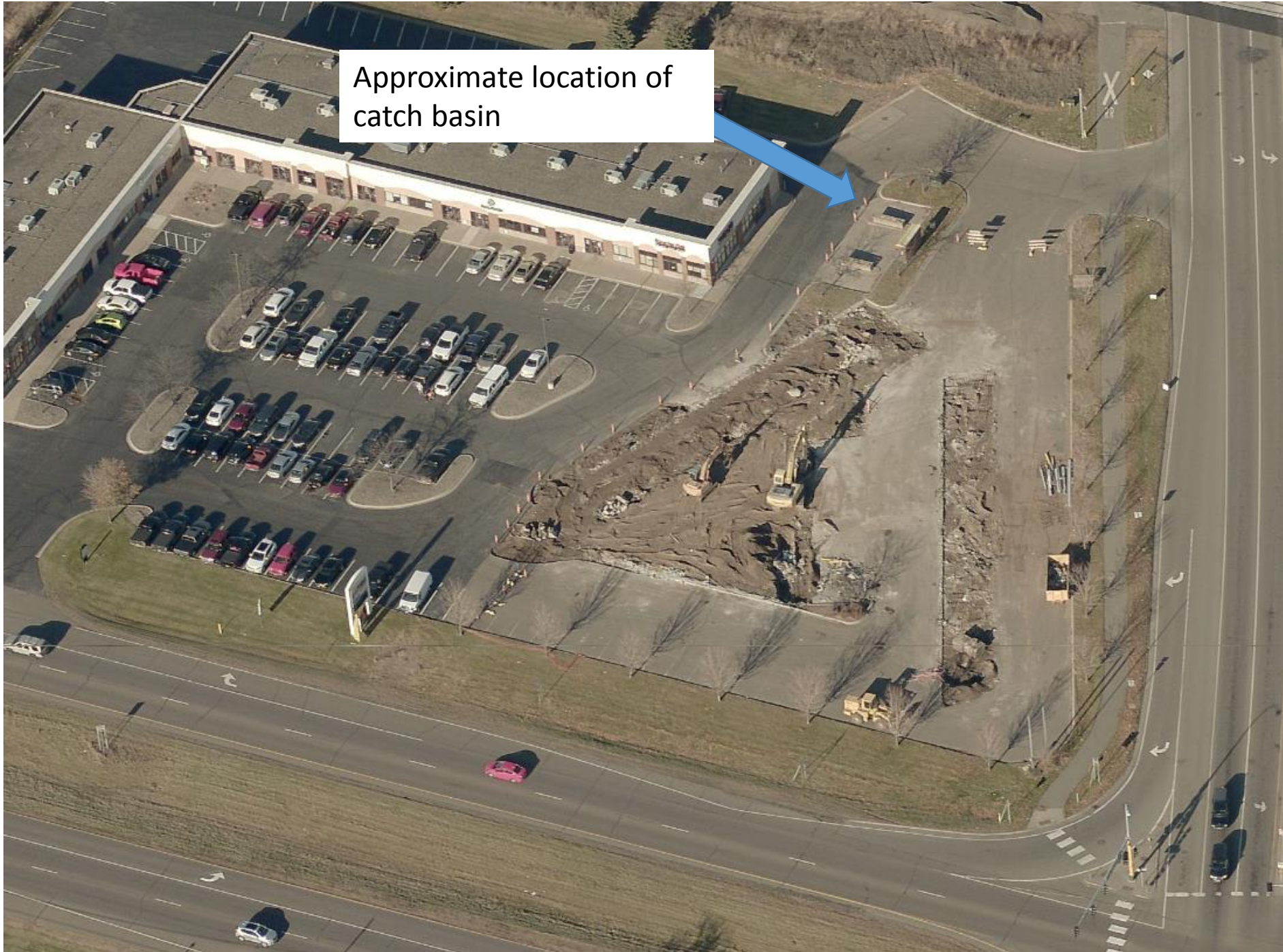
Date

05/16/2019 03:26 PM

05/16/2019 03:43 PM

Started On: 05/15/2019 09:37 PM

Approximate location of catch basin



Public Works Committee

6. 1.

Meeting Date: 05/21/2019

By: Bruce Westby, Engineering/Public Works

Title:

Staff Updates on Improvement Projects and Items of Interest

Purpose/Background:

The purpose of this case is to update the Public Works Committee on current and proposed improvement projects within the City, and on other items of interest to the Committee.

City Improvement Projects

- **River's Bend Street Reconstructions (#17-02)**
 - Complete punch list items and make final payment in 2019
- **Stanhope Terrace Street Reconstructions (#18-00)**
 - Complete punch list items and make final payment in 2019
- **2018 Street Overlay Improvements (#18-03)**
 - Complete punch list items and make final payment in 2019
- **Bunker Lake Boulevard and Puma Street Improvements (#18-05)**
 - Complete punch list items and make final payment in 2019
- **The COR Regional Infiltration Basin (#18-09)**
 - Out for bids
 - LRRWMO Permit requires completion by September 30, 2019
- **Riverdale Drive Trunk Utility Improvements (#18-14)**
 - Utilities were operational April 30, 2019
 - Final completion June 30, 2019
- **2019 Crackseal and Sealcoat Improvements (#19-00)**
 - Public Works Committee to discuss suspending sealcoat program 5/21
 - Staff recommends continuing annual crack seal program
- **Ford Brook Estates Street Reconstructions (#19-01)**
 - Executing contract
 - Substantial completion in 2019
- **Wood Pond Hills and Chestnut Ridge Street Reconstructions (#19-03)**
 - Executing contract
 - Substantial completion in 2019
- **RTC 9th Addition Pond Lining Improvements (#19-06)**
 - Engineering Staff provided plans to developer for quotes
 - Engineer's estimate = \$50,000
 - Developer to construct improvements with City reimbursement
- **Wetland 114P Outlet Control Improvements (#19-07)**
 - Engineering Staff developing plans
 - Final completion fall 2019
- **Ferret Street and 147th Avenue Intersection Improvements (#19-08)**
 - Engineering Staff developing plans
 - Public Works Staff completing work in 2019
- **Germanium Street Drainage Improvements (#19-09)**
 - Engineering Staff developing plans
 - Final completion summer 2019

- **Hedgehog Street Drainage Improvements (#19-10)**
 - Engineering Staff developing plans
 - Final completion summer 2019
- **Misc. Drainage Improvements**
 - Other drainage improvements are under consideration
 - Staff would prepare plans and specifications in-house

Anoka County Improvement Projects

- **Roundabout at Armstrong Boulevard/CSAH 83 and Alpine Drive**
 - Anoka County received \$1.35M in HSIP funds (est. project cost = \$1.5M)
 - Local cost share (Anoka County, City of Ramsey) = \$150,000
 - City of Ramsey costs set per Anoka County Cost Share Policy
 - Anoka County to begin project design efforts in 2019/2020
 - Construction planned for 2022/2023 pending City and County approvals

MnDOT Improvement Projects

- **Ferry Street / Trunk Highway 47 Grade Separation @ BNSF Rail Crossing**
 - Preliminary design on hold
 - MnDOT is exploring potential realignment of Highway 47 to remove S-curve at Anoka County fair grounds
 - Staff communicated the comment made at the April 3rd Strategic Planning Meeting that Ramsey wants to be involved with traffic studies due to obvious impacts to the City of Ramsey
 - MnDOT is considering combining this project with Anoka's Highway 10 improvements, which are now fully funded

Items of Interest

- **17290 Germanium Street Drainage Concerns**
 - November 13, 2018 - Owner addressed City Council with drainage concerns
 - December 18, 2018 - Owner presented concerns to Public Works Committee
 - Late December 2018 - Staff collected topo on west property edge per Public Works Committee direction
 - March 5, 2019 - Staff emailed updates to owner
 - Late March 2019 - Owner submitted invoice to City for frozen septic system
 - Early April 2019 - Staff collected topo on south property edge
 - April 10, 2019 – Staff emailed updates to owner
 - May 17, 2019 - Staff mailed letter to owner summarizing analysis/next steps
 - Spring/summer 2019 - Covenant Meadows developer will install two 8-inch driveway culverts and regrade driveway with property owner input
- **Northwest Metro Surface Water Supply Feasibility Study**
 - City participants include Corcoran, Dayton, Ramsey and Rogers
 - Short Elliott Hendrickson (SEH) is completing the study
 - Completion of the study should occur in late 2019/early 2020
- **JPA for Signal System at CSAH 5/Nowthen Boulevard and 170th Avenue**
 - Anoka County submitted a draft JPA for the new signal system
 - Ramsey City Attorney reviewed draft JPA
 - Anoka-Hennepin Independent School District #11 reviewed draft JPA
 - JPA will be presented to City Council for approval in May/June 2019
 - Signal system construction scheduled for summer 2019

Timeframe:

Staff estimates 5 minutes will be needed for updates and discussion.

Observations/Alternatives:

NA

Funding Source:

NA

Recommendation:

NA

Action:

No formal action required. For Committee review and discussion purposes only.

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	05/16/2019 09:58 AM
Kurt Ulrich	Kurt Ulrich	05/16/2019 03:27 PM
Form Started By: Bruce Westby		Started On: 05/16/2019 06:59 AM
Final Approval Date: 05/16/2019		

Public Works Committee

6. 2.

Meeting Date: 05/21/2019

By: Bruce Westby, Engineering/Public Works

Title:

Review Future Topics Calendar

Purpose/Background:

Attached is a calendar of future topics for review and discussion by the Public Works Committee. The calendar includes topics drawn from Committee requests received during meetings and/or unresolved topics previously discussed by the Committee. Calendar dates are estimated based on availability of information, staff workload and competing interests and objectives. Dates are therefore subject to change.

Timeframe:

Staff estimates 2 minutes will be necessary to review the future topics calendar and address questions.

Observations/Alternatives:

NA

Funding Source:

NA

Recommendation:

NA

Action:

No formal action required. For Committee review and discussion purposes only.

Attachments

PWC calendar May2019

Form Review

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	05/16/2019 01:42 PM
Kurt Ulrich	Kurt Ulrich	05/16/2019 03:28 PM
Form Started By: Bruce Westby		Started On: 05/16/2019 07:00 AM
Final Approval Date: 05/16/2019		

Public Works Committee Future Topics Calendar *

Date	Topics for Discussion – Committee Action
July 2019	Sunfish Lake Sedimentation Basin Improvements (<i>Westby</i>)
August 2019	Gibbon Street Basement Flooding Funding Options (<i>Westby</i>)
Future/TBD	Well Siting Study - Well #9 (<i>Westby</i>)
Future/TBD	Sunwood Drive Roundabout Landscaping (<i>Riemer</i>)
Future/TBD	County Ditch Maintenance / Buffer Law (<i>Westby</i>)
Date	Topics for Discussion – Regulatory
Future/TBD	Sunfish Lake Boulevard Speed Zone Study Results (<i>Westby</i>)
Ongoing (2019)	Wellhead Protection Plan Update (<i>Westby</i>)
Date	Topics for Discussion – Policy
Future/TBD	Landscaped Median Maintenance Policy (<i>Riemer</i>)
October 2019	Draft Trail Maintenance Policy (<i>Westby</i>)
November 2019	Draft Stormwater Pond Maintenance Policy (<i>Westby</i>)
Date	Topics for Discussion – Planning and Budget
August 2019	Municipal State Aid System (MSAS) Revisions (<i>Westby</i>)
September 2019	Review 1996 and 2007 (unadopted) TH 47 Corridor Studies (<i>Westby</i>)
Future/TBD	Public Works Facility Review/Update (<i>Riemer</i>)
Future/TBD	Long-Term Water Supply Plan (<i>Westby</i>)
Date	Topics for Discussion – Staff Updates
Future/TBD	Water Conservation Opportunities / Incentives (<i>Westby</i>)
Future/TBD	Asset Management Program (<i>Westby</i>)
May 2019	17290 Germanium St Drainage Concerns (<i>Westby</i>)
Ongoing (2019)	NW Metro Surface Water Supply Feasibility Study

* Dates are estimated and are subject to change based on availability of information, staff workload, and competing objectives.