

**City of Ramsey**  
**Agenda**  
**Public Works Committee**  
**Tuesday, September 15, 2020**  
**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 August 18, 2020.
5. **Committee Business**
  1. Consider Settlement Offer for Water and Sewer Cost Contribution and Reimbursement Agreement; Case of 21st Century Bank
  2. Consider Recommendation to City Council Accepting Quotes and Awarding Contract for 16660 Jasper Street Drainage Improvements, Improvement Project 19-13
  3. Consider Recommendation to City Council Accepting Quotes and Awarding Contract for 5751 164th Lane Drainage Improvements, Improvement Project 19-17
  4. Consider Recommendation to City Council Accepting Quotes and Awarding Contract for 9591 Inverness Lane Drainage Improvements, Improvement Project 20-08
6. **Committee/Staff Input**
  1. Receive Staff Updates on Improvement Projects, Studies and Items of Interest
  2. Review Future Topics Calendar
7. **Adjournment**

**Public Works Committee**

4. 1.

**Meeting Date:** 09/15/2020

**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 August 18, 2020.

**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 August 18, 2020.

**Action:**

Motion to approve meeting minutes dated August 18, 2020.

**Attachments**

Minutes

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Grant Riemer	Grant Riemer	09/10/2020 01:29 PM
Kurt Ulrich	Kurt Ulrich	09/10/2020 03:23 PM
Form Started By: MaryJo Warner		Started On: 09/10/2020 10:25 AM
Final Approval Date: 09/10/2020		

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

The Public Works Committee conducted a regular meeting on Tuesday, August 18, 2020, at the Ramsey Municipal Center, 7550 Sunwood Drive NW, Ramsey, Minnesota.

Members Present:     Chairperson Mark Kuzma  
                            Councilmember Jeff Menth  
                            Councilmember Chris Riley

Also Present:         Public Works Superintendent Grant Riemer  
                            City Engineer Bruce Westby

**1.     CALL TO ORDER**

Chairperson Kuzma called the regular meeting of the Public Works Committee to order at 5:30 p.m.

**2.     CITIZEN INPUT**

There was none.

**3.     APPROVE AGENDA**

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

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

**4.     APPROVE MINUTES**

**4.01: Approve July 21, 2020, Meeting Minutes**

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

Regular Meeting Minutes dated July 21, 2020

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

**5.     COMMITTEE BUSINESS**

**5.01: Consider Recommendation to City Council Authorizing Requests for Quotes for 16660 Jasper Street Drainage Improvements, Improvement Project 19-13**

City Engineer Westby reviewed the staff report and recommendation to recommend City Council authorization for Requests for Quotes for 16660 Jasper Street Drainage Improvements, Improvement Project 19-13.

Chairperson Kuzma asked if there would be any recourse to go back to Capstone.

City Engineer Westby stated that he was not aware of any recourse.

Councilmember Menth stated that it appeared that the ground drained properly before the homes were constructed, but after construction of the homes this issue arose. He asked if the City is supposed to pay \$16,000 to correct the problem Capstone created. He stated that he would not support the City paying those funds.

City Engineer Westby stated that staff has been trying to work with Capstone to try to find a reasonable solution.

Councilmember Menth asked if the as-built drawings had the correct grading on them.

City Engineer Westby stated that there is a note on the certificate dated November 26, 2007 showing a swale with a two percent grade. He stated that the builder did not construct the swale, and that the City must have missed this fact and accepted the as built certificate as submitted.

Councilmember Menth asked if the as-builts are then supposed to be checked against the grading plan.

City Engineer Westby confirmed that to be true. He stated that this appears to be something that fell through the cracks.

Chairperson Kuzma suggested that staff check with the City's insurer to determine if this would be a covered expense, possibly under errors and omissions insurance.

City Engineer Westby stated that he can follow up with the Finance Director and report back.

Councilmember Menth asked for additional information on the process.

City Engineer Westby reviewed the different steps and verification that is supposed to be followed.

Chairperson Kuzma commented that the biggest issue would be that it has been 12 years since the error occurred.

Motion by Councilmember Riley, seconded by Councilmember Menth, to recommend City Council authorize Requests for Quotes for 16660 Jasper Street Drainage Improvements, Improvement Project 19-13, with direction for staff to check on the insurance coverage.

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

**5.02: Consider Recommendation to City Council Authorizing Requests for Quotes for 5751 164<sup>th</sup> Lane Drainage Improvements, Improvement Project 19-17**

City Engineer Westby reviewed the staff report and recommendation to recommend City Council authorization for Requests for Quotes for 5751 164<sup>th</sup> Lane Drainage Improvements, Improvement Project 19-17.

Councilmember Riley asked for clarification on whether this drainage issue has existed for 30 years, and when the City was made aware of the issue.

City Engineer Westby stated that this issue appears to have existed for 30 years, but that the new homeowner expressed the issue to City Staff in the spring of 2019.

Councilmember Riley commented that the past two years have had higher than normal rainfall amounts and asked if that could be part of the problem.

City Engineer Westby commented that staff has visited the site and the issue does exist and is not simply due to higher than normal rain amounts during the winter of 2018/2019.

Chairperson Kuzma asked the price of the improvement.

City Engineer Westby replied that the cost estimate is about \$22,000 and reviewed the different elements of the proposed project.

Chairperson Kuzma stated that he is unsure that this is a City issue.

City Engineer Westby stated that stormwater generated from City right-of-way should not be drained across private property without an easement, therefore this is something the City should try to resolve.

Councilmember Menth asked if this could be delayed to provide time for the Committee to visit the site.

City Engineer Westby commented that it is getting close to the winter season. He commented that the private property owner filed a claim with the City's insurance company to pay for repairs to their home, and if the drainage issue is not resolved after repairs are made to the house the City could again be asked to pay for future damages. He confirmed that the insurance claim has been filed to the League of Minnesota Cities Insurance Trust per the property owner's claim that the City is liable for damages to their home.

Chairperson Kuzma commented that the approval to go out for quotes could be provided tonight and members of the Committee could travel to the site prior to the Council reviewing the case.

Motion by Councilmember Menth, seconded by Councilmember Riley, to recommend City Council authorize Requests for Quotes for 5751 164<sup>th</sup> Lane Drainage Improvements, Improvement Project 19-17.

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

**5.03: Consider Recommendation to City Council Authorizing Requests for Quotes for 9591 Inverness Lane Drainage Improvements, Improvement Project 20-08**

City Engineer Westby reviewed the staff report and recommendation to recommend City Council authorization for Requests for Quotes for 9591 Inverness Lane Drainage Improvements, Improvement Project 20-08.

Councilmember Menth asked if the culvert under Inverness is functioning.

City Engineer Westby stated that the culvert is functioning, but the culvert is not large enough or deep enough, and there is not enough slope to allow it to adequately convey the stormwater runoff that drains across the backyard of 9591 Inverness Lane.

Chairperson Kuzma asked the estimate for this project.

City Engineer Westby replied that the estimate for this project is \$60,000. He explained how the different project elements would work.

Councilmember Riley asked if the problem existed other than the past two years.

Public Works Superintendent Riemer replied that there have been issues for the past two years.

City Engineer Westby explained that the problem occurs in the late winter/early spring when the water freezes and cannot flow through the pipe.

Councilmember Menth asked who would be to blame for this situation.

City Engineer Westby stated that this is a problem with conveying drainage through ditches versus storm sewer, as ditches fill up over time.

Councilmember Riley asked if there is another option.

City Engineer Westby replied that there is not another option that he would recommend.

Councilmember Riley asked if there would be an option to run a culvert under Jarvis to Elk River's side.

City Engineer Westby replied that he did not look into that option. He stated that staff could look into that option.

Motion by Councilmember Menth, seconded by Councilmember Riley, to recommend City Council authorize Requests for Quotes for 9591 Inverness Lane Drainage Improvements, Improvement Project 20-08, directing staff to also look at the option of a Jarvis culvert crossing.

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

## **6. COMMITTEE / STAFF INPUT**

### **6.01: Receive Staff Updates on Improvement Projects, Studies, and Items of Interest**

City Engineer Westby provided an update on current and proposed City, County and MnDOT improvement projects and studies, and on other items of interest to the Committee.

City Engineer Westby stated that staff continues to look at alternatives to sealcoating and provided an update on the option of rejuvenating pavements. He noted that a pilot test was completed on Ute Street between Alpine Drive and 154<sup>th</sup> Lane in July and displayed photographs and video clips. He stated that staff will continue to monitor this test section to see how it holds up. He provided additional details on the timing of when this would occur.

Councilmember Riley asked for an update on the timing of pavement repairs to 167<sup>th</sup> Avenue.

City Engineer Westby stated that 167<sup>th</sup> is not currently included in the CIP, and that is was previously included in CIP's as an overlay but will be added back, likely towards the front end of the CIP, as a reconstruction.

Councilmember Riley referenced the trail in front of the new Ramsey Storage facility on Ramsey Boulevard, noting that there is water standing on the trail.

City Engineer Westby replied that staff is working with the developer to correct that, among other items.

### **6.02: Review Future Topics Calendar**

Public Works Superintendent Riemer provided an update on water usage and water levels.

City Engineer Westby provided an update on a culvert at the intersection of Cobalt and 175<sup>th</sup> which has settled and shifted. He stated that staff will be televising and likely repairing the culvert soon.

**7. ADJOURNMENT**

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

Motion carried.

The regular meeting of the Public Works Committee adjourned at 7:07 p.m.

Respectfully submitted,

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Grant Riemer  
Public Works Superintendent

Drafted by Amanda Staple  
*TimeSaver Off Site Secretarial, Inc.*

**Public Works Committee**

**5. 1.**

**Meeting Date:** 09/15/2020

**By:** Tim Gladhill, Community Development

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**Title:**

Consider Settlement Offer for Water and Sewer Cost Contribution and Reimbursement Agreement; Case of 21st Century Bank

**Purpose/Background:**

The purpose of this case is to consider a Settlement Offer from 21st Century Bank to settle the remaining Watermain and Sanitary Sewer Cost Contribution/Reimbursement Agreement in the amount of \$50,000, which is set to expire in 2026. The original offer from 21st Century Bank was for \$95,000 and Staff has negotiated that offer to \$50,000. The realistic potential liability to the City ranges from \$100,000 to \$200,000 when factoring in growth forecasts in the Reimbursement Area. In summary, Staff believes that this will likely result in a long-term cost savings to the City. It is repeated that the original Developer financed an otherwise City obligation (future development expense reimbursed through Trunk Fees) and was therefore entitled to reimbursements of Trunk Fees for other areas that benefited from the extension of these trunk lines.

In the early 2000s, the City entered into a Reimbursement Agreement with Oakwood Land Development for a \$6 Million Watermain and Sanitary Sewer Extension that served both the Brookfield and Sweetbay Ridge/Woodlands Neighborhoods. At that time, the Developer (Oakwood Land Development) agreed to construct a major extension of the City's Water and Sanitary Sewer Trunk Lines to service these areas. These improvements are typically paid for by Developers through standard Trunk Fees. In this case, the trunk lines 'leapfrogged' several undeveloped areas. In this case, the City did not want to take on the risk of areas outside of these two neighborhoods not developing and not recouping these costs through Trunk Fees from other developments. In this case, Oakwood Land Development agreed to take on obligations outside of their project and in exchange would be reimbursed through future trunk fee collections. Unfortunately, reimbursements slowed significantly during the 2008 Recession.

In 2009, Oakwood Land Development defaulted on loans on the project and 21st Century Bank foreclosed on land assets and assumed the Reimbursement Agreement. The City has amended the Reimbursement Agreement once to extend the sunset date to 2026. Copies of the original and amended agreement are attached.

Of the \$6 Million Reimbursement Amount, the City has only reimbursed through transfer of Trunk Fees or credits to Trunk Fees in Brookfield in the amount of approximately \$1M. While there is still a significant liability on the books in terms of total reimbursement amount, the Agreement will expire in 2026. 21st Century Bank will in no way achieve the full Reimbursement Amount due to lack of development within the Reimbursement Area.

Staff acknowledges that this is a complex issue and members are encouraged to ask questions. As stated above, the likely outcome of this settlement is an actual cost-savings to the City. The City will likely be obligated to reimburse certain trunk fees as it has been doing since 2006 if we don't accept this offer. The long-term cost to settle now as opposed to 2026 is forecasted to demonstrate a cost-savings.

**Timeframe:**

30 minutes

**Observations/Alternatives:**

By way of reinforcing the overall obligations and benefit to the City:

1. In 2006, Oakwood Land Development agreed to take on additional obligations to extend Trunk Water and Sanitary Sewer that would have normally been the obligation of the City and/or other Projects/Developers. In exchange, the City agreed to forward future Trunk Fees collected from projects that benefited from this Trunk Line Extension for a period of time.
2. In 2009, Oakwood defaulted on a loan with 21st Century Bank. 21st Century Bank foreclosed on certain assets of Oakwood Land Development and assumed the Reimbursement Agreement above.
  1. Prior to the foreclosure, Oakwood Land Development was reimbursed \$492,308.
  2. 21st Century Bank acquired the remaining undeveloped area in Brookfield as of 2009 through foreclosure. Rather than a payment from 21st Century Bank reimbursement back to 21st Century Bank, the City simply credited these amount in Brookfield 4th through 8th Additions (\$315,386).
  3. Woodlands (undeveloped phase of Sweetbay Ridge) was subject to the reimbursement and Trunk Fees from this Development were reimbursed to 21st Century Bank (\$221,575).
  4. Total Reimbursement To Date = \$1,029,269.
3. While the total reimbursement amount is far higher, the realistic *potential* liability to the City ranges from \$100,000 to \$200,000 due to the expiration date of the Reimbursement Agreement, less than the current offer of \$50,000.
4. The liability on the books impacts our long-range water and sewer planning. By agreeing to the Settlement Agreement amount today, we will be able to re-evaluate our Trunk Fee Charges moving forward.

While the area north of Trott Brook ('Additional Reimbursement Area' in Reimbursement Area) is included in the Reimbursement Area, it will require the extension of new Trunk Water and Sanitary Sewer. The costs of these extensions are not reimbursable to 21st Century Bank and 21st Century Bank is not likely to see any reimbursement from this area prior to 2026.

The area just south of the new Brookside Elementary School ('Harmony Farms' in the Reimbursement Agreement) has a high degree of potential to develop prior to the sunset clause of 2026. If that were to occur, the cost of reimbursement to 21st Century Bank would exceed the current settlement offer. There is no guarantee that this area will develop prior to 2026, but it is possible.

**Funding Source:**

The settlement would be paid for through the City's Water and Sanitary Sewer Accounts. This would not be a General Fund Expenses. The settlement would reduce our liability on our financial records.

**Recommendation:**

Staff acknowledges that there is some risk in accepting this offer. It is possible that there are no fees to reimburse 21st Century Bank due to lack of development between now and 2026, although that is unlikely. Staff believes the risk tolerance is low of having a higher reimbursement amount by waiting to see if the Harmony Farms area develops after 2026. It is more likely that the level of development that will occur will result in a reimbursement amount higher than the current settlement amount. Additionally, the settlement amount itself appears to be fairly low. While there is some risk involved, Staff believes this to be a fair offer and takes a potentially significant liability off the books.

**Action:**

Motion to recommend that the City Council accept the Settlement Offer from 21st Century Bank related to the Watermain and Sanitary Sewer Cost Contribution/Reimbursement Agreement.

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**Attachments**

Reimbursement Area

Original Reimbursement Agreement

[Current Agreement] Amended and Restated Reimbursement Agreement

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## Form Review

**Inbox**

Bruce Westby

Grant Riemer

Kurt Ulrich

Form Started By: Tim Gladhill

Final Approval Date: 09/10/2020

**Reviewed By**

Bruce Westby

MaryJo Warner

Kurt Ulrich

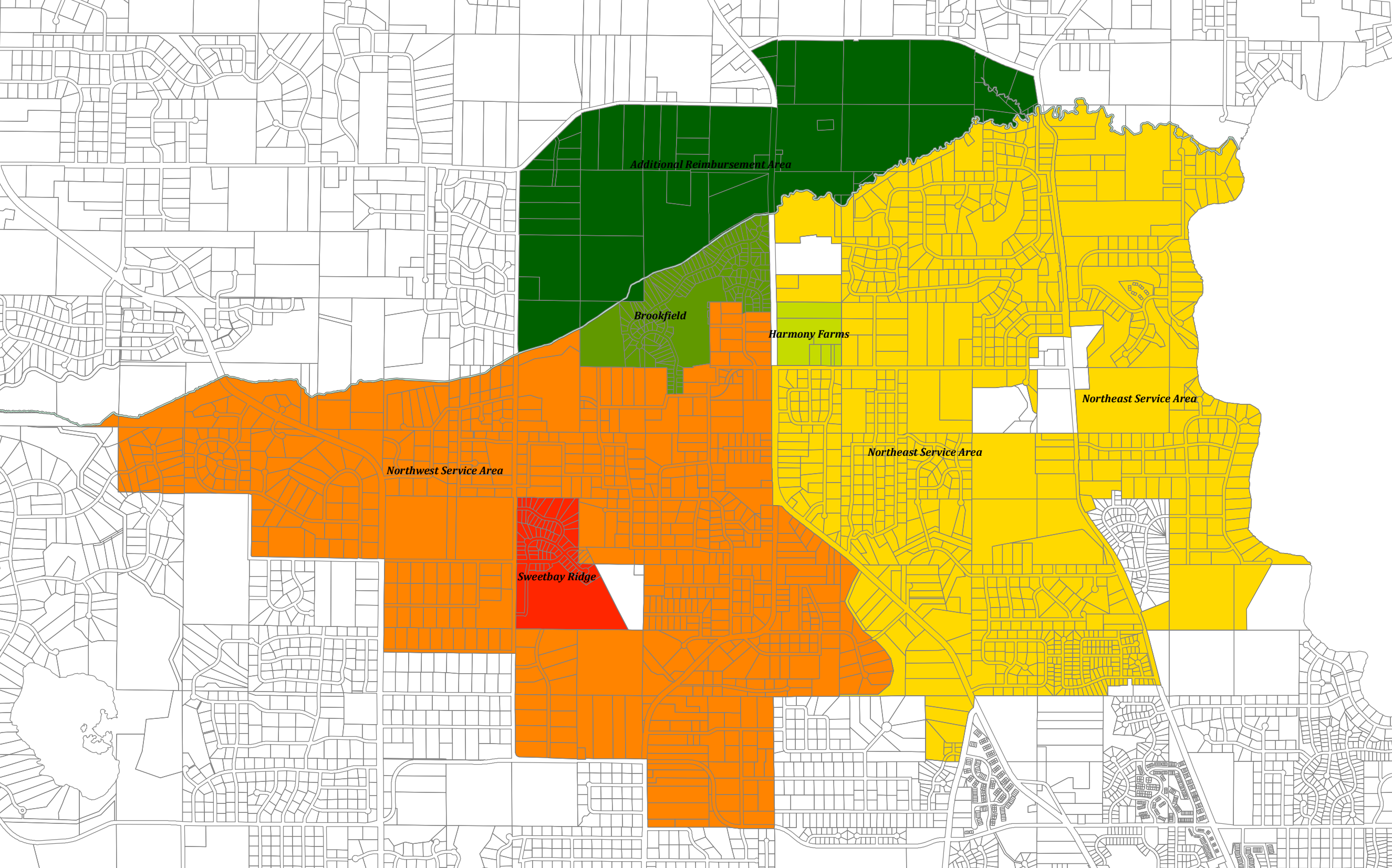
**Date**

09/10/2020 03:43 PM

09/10/2020 03:48 PM

09/10/2020 04:11 PM

Started On: 07/09/2020 08:48 AM



*Additional Reimbursement Area*

*Brookfield*

*Harmony Farms*

*Northeast Service Area*

*Northwest Service Area*

*Northeast Service Area*

*Sweetbay Ridge*

Vendor # 103933

**WATER MAIN AND SANITARY SEWER  
COST CONTRIBUTION/REIMBURSEMENT AGREEMENT**

THIS WATER MAIN AND SANITARY SEWER AGREEMENT (this "Agreement") is made and entered into effective as of the 22<sup>nd</sup> day of March, 2006, by and between the **City of Ramsey**, a Minnesota municipality organized under the laws of the State of Minnesota (the "**City**"), and **Oakwood Land Development, Inc.**, a corporation duly organized and existing under the laws of the State of Minnesota ("**Oakwood**").

THE PARTIES RECITE AND DECLARE THE FOLLOWING:

- A. The City desires to install (i) a municipal water main extension for the Northwest and Northeast Service Area, and (ii) a municipal sanitary sewer extension for the Northwest Service Area, as set forth in those certain Feasibility Studies (the "Feasibility Studies") for the Northwest and Northeast Sanitary Sewer and Water Main Extension dated the 9th day of March, 2004 (hereinafter referred to as the "Project"); and
- B. The municipal water main extension for the Northwest and Northeast Service Area, and the municipal sanitary sewer extension for the Northwest Service Area are shown on the map attached hereto as Exhibit A; and
- C. It is presently anticipated that the cost of the installation of the hereinabove described municipal water main extension and municipal sanitary sewer extension as identified in the Feasibility Studies will be Ten Million and 00/100ths Dollars (\$10,000,000.00) and if the cost exceeds \$10,000,000.00 the City, may not want to proceed with the Project; and
- D. Oakwood currently owns, or has a substantial legal interest in, certain real property lying and located in the City of Ramsey, County of Anoka, State of Minnesota, which properties are commonly referred to as the Brookfield, Harmony Farms and St. Anthony Gun Club Properties, which properties are more particularly described in Exhibit B attached hereto (hereinafter collectively referred to as the "Oakwood Properties"); and
- E. The Oakwood Properties will be benefited by the extension of the municipal water main and municipal sanitary sewer; and
- F. Oakwood has offered, subject to its right of reimbursement, to contribute the sum of Six Million and 00/100ths Dollars (\$6,000,000.00) towards the total Project costs as hereinafter set forth.

NOW, THEREFORE, in consideration of the hereinabove recitals, and the amounts to be paid, and of the mutual promises, representations, warranties, covenants and agreements hereinafter stated, and upon the terms and subject to the conditions hereinafter set forth, THE PARTIES AGREE AS FOLLOWS:

**ARTICLE 1**  
**CONSTRUCTION OF PROJECT**

**Section 1.01 Plans and Specifications.** The City shall be solely responsible for the preparation of the plans and specifications for the construction of the Project.

**Section 1.02 Bidding.** The City shall be solely responsible for advertising for bids, and letting the contract for the Project to the selected contractor.

**Section 1.03 Bids Exceed \$10,000,000.00.** The City, in its sole discretion, may elect to not proceed with the Project if the lowest responsible bid for the Project exceeds \$10,000,000.00. In the event the City elects not to proceed with the Project, this Agreement shall be null and void.

**Section 1.04 Construction.** The City shall be solely responsible for the construction and installation of the Project.

**Section 1.05 Construction Observation.** The City shall be solely responsible for all construction observation. The observation work for this Project shall be performed by the City Engineer or other appointed representative of the City.

**ARTICLE 2**  
**OAKWOOD CONTRIBUTION**

**Section 2.01 Contribution.** Oakwood shall contribute, subject to its reimbursement right described below, the sum of Six Million and 00/100ths Dollars (\$6,000,000.00) towards the total costs of the Project (herein referred to as the "Oakwood Contribution").

**Section 2.02 Letter of Credit.** The Oakwood Contribution will be made pursuant to a letter of credit issued by a lending institution within thirty (30) days of City approval of this Agreement. The lender issuing the letter of credit, the form and content of letter of credit are all subject to approval by the City. The letter of credit, amongst other terms, shall provide that the City may draw against it to pay a proportionate amount of each draw by the project contractor in proportion to the Oakwood Contribution and the total cost of the Project. For example, if the total Project costs are \$10,000,000.00, the City may draw upon the letter of credit, six tenths (.6) [ $\$6,000,000.00 \div \$10,000,000.00$ ] of each draw by the contractor.

**ARTICLE 3**  
**OAKWOOD REIMBURSEMENT**

The City shall reimburse Oakwood, or its successors or assigns, for the Oakwood Contribution as hereinafter set forth.

**Section 3.01 Oakwood Lots.** Oakwood anticipates developing the following number of lots on the Oakwood Properties (hereinafter referred to as the "Oakwood Lots"):

Brookfield Property -	238 Lots
Gun Club Property -	159 Lots
Harmony Farm Property -	<u>60 Lots</u>
Total Number of Lots -	457 Lots

**Section 3.02 Oakwood Lots Reimbursement.** The 2006 water trunk fee charged by the City is One Thousand Nine Hundred Twenty Five and 00/100ths Dollars (\$1,925.00) per lot (the "Water Trunk Fee(s)"), and the 2006 sanitary sewer trunk fee is One Thousand One Hundred Thirty Seven and 00/100ths Dollars (\$1,137.00) per lot. The sanitary sewer trunk fee and the Water Trunk Fee are hereinafter collectively referred to as the "Trunk Fee(s)."

As partial reimbursement of the Oakwood Contribution, the City agrees not to collect Trunk Fees from Oakwood for the Oakwood Lots, which partial reimbursement to Oakwood totals One Million Three Hundred Ninety Nine Thousand Three Hundred Thirty Four and 00/100ths Dollars (\$1,399,334.00), (the "Oakwood Lots Reimbursement") calculated as follows: \$1,925.00 (Water Trunk Fees) + \$1,137.00 (sanitary sewer trunk fee) x 457 lots. The Oakwood Lots Reimbursement shall be considered a payment of the Trunk Fees for the Oakwood Lots.

It is further agreed between the parties that if Oakwood is unable to develop the full number of lots as herein set forth, the Oakwood Lots Reimbursement shall be reduced to the number of Oakwood Lots that Oakwood actually develops. For example, if Oakwood is only able to develop 400 Lots, then the Oakwood Lot Reimbursement shall be \$1,224,800.00 [calculated as follows: \$1,925.00 + \$1,137.00 x 400 lots].

**Section 3.03 Additional Oakwood Reimbursement.** The remaining balance of the Oakwood Contribution, after deduction of the Oakwood Lots Reimbursement, is Four Million Six Hundred Sixty Thousand Six Hundred Sixty Six and 00/100ths Dollars (\$4,600,666.00) (the "Additional Oakwood Reimbursement"). The Additional Oakwood Reimbursement is calculated as follows: \$6,000,000.00 (Oakwood Contribution) - \$1,399,334.00 (Oakwood Lots Reimbursement) = \$4,600,666.00 (Additional Oakwood Reimbursement). The Additional Oakwood Reimbursement shall be reimbursed to Oakwood by payment of one hundred percent (100%) of the Water Trunk Fee paid by the first 2,390 lots [calculated as follows: \$4,600,666.00 ÷ \$1,925.00] hooked-up to water in the Northwest Service Area and Northeast Service Area and the Additional Oakwood Reimbursement Area which area is legally described on attached Exhibit C (the "Additional Oakwood Reimbursement Area").

Oakwood shall receive one hundred percent (100%) of the Water Trunk Fee for each of the 2,390 lots even if the Water Trunk Fee at the time is in excess of the current One Thousand Nine Hundred Twenty-five and 00/100ths Dollars (\$1,925.00) per lot.

If Oakwood is unable to receive preliminary plat approval from the City for the full number of Oakwood Lots then the Additional Oakwood Reimbursement will be increased by increasing the number of lots available for reimbursement within the Northwest Service Area, the Northeast Service Area and the Additional Oakwood Reimbursement Area. The increase in lots shall be based on the number of Oakwood Lots that Oakwood does not develop. For example, if Oakwood only develops 400 lots, then the number of lots that Oakwood shall receive 100% of the Water Trunk Fees shall be increased by 57 lots [calculated as follows: 457 Oakwood Lots anticipated to be developed – 400 Oakwood Lots actually developed].

It is agreed that Oakwood will not receive a proportion of any Water Trunk Fee if the City does not receive a Water Trunk Fee as a result of an agreement with any other developer that provides for the developer to pay the cost of the extension of the water main to such developer's property which is considered a payment of the Water Trunk Fees for the lots to be developed by such developer.

**3.04 Additional Oakwood Lots.** If Oakwood develops any lots in addition to the Oakwood Lots within the Northwest Service Area, Northeast Service Area and/or the Additional Oakwood Reimbursement Area, Oakwood shall not be required to pay any Water Trunk Fees for such additional lots, and the then current City Trunk Fees shall be credited against the balance of the Additional Oakwood Reimbursement.

**3.05 Additional Developer.** Nothing in this Agreement shall preclude the City from entering into development agreements with other developers for development of any of the lots served by the Project.

**3.06 Assignment by Oakwood.** In the event a lending institution, in order to issue the \$6,000,000.00 letter of credit referenced in Section 2.02 herein, requires an assignment of Oakwood's rights to receive the additional Oakwood Reimbursement as defined in Section 3.03 herein, Oakwood may assign its said rights to the lending institution.

Upon receipt by the City of written notification from both Oakwood and the lending institution referenced above, the City shall not credit Oakwood for the Water Trunk Fees for the Additional Oakwood Lots as defined in Section 3.04 herein.

Upon receipt of the assignment notification referenced above, Oakwood shall be required to pay to the City the Trunk Fees for lots it then develops and the City will reimburse Oakwood and the lending institution the Water Trunk Fees for such lots as provided in Sections 3.03 and 5.01 herein.

**3.07 Maximum \$6,000,000.00 Reimbursement. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL OAKWOOD BE REIMBURSED MORE THAN THE \$6,000,000.00 OAKWOOD CONTRIBUTION.**

#### **ARTICLE 4** **TERM**

This Agreement shall expire fifteen (15) years from the date the water main and sanitary sewer extensions within the Northwest and Northeast Service Areas are certified as complete by the City Engineer, and the City shall provide Oakwood with a copy of such date. Upon expiration of the said fifteen (15) year term, Oakwood shall receive no further Water Trunk Fees,

**NOTWITHSTANDING THAT THE OAKWOOD CONTRIBUTION MAY NOT BE PAID IN FULL AS OF SAID EXPIRATION DATE.**

Notwithstanding the preceding provision, if there is a moratorium on the issuance of building permits within the City, during the period of such moratorium, the agreement between the City and Oakwood shall be suspended so that Oakwood will receive a full fifteen (15) years in which to be reimbursed the Oakwood Contribution.

**ARTICLE 5  
OTHER PROVISIONS**

**Section 5.01 Reimbursement Schedule.** Cash Reimbursement by the City to Oakwood either for the Oakwood Lots Reimbursement or the Additional Oakwood Reimbursement, shall be made on a quarterly basis. Each such cash reimbursement payment shall be made within thirty days of the end of a calendar year quarter.

**Section 5.02 Entire Agreement.** This Agreement, any attached exhibits and any addenda or amendments signed by the parties, shall constitute the entire agreement between the City and Oakwood, and supersedes any other written or oral agreements between the City and Oakwood. This Agreement can be modified only in writing signed by the City and Oakwood.

**Section 5.03 Assignment.** Oakwood may transfer its interest in all or any portion of the Oakwood Lots to third parties without the consent of the City. If Oakwood transfers its interest in any of the Oakwood Lots to third parties such third parties shall be entitled to credit for the prepayment of the Trunk Fees for said transferred lots pursuant to Section 3.02 herein, the same as if Oakwood still owned the subject lots. Oakwood shall provide notice to the City of such transfer, and the number of lots which shall be entitled to credit for the prepayment of the Trunk Fees. Notwithstanding the transfer of any of the Oakwood Lots, such transfer shall not

affect the right of Oakwood to be reimbursed for the Oakwood Contribution as provided in this Agreement.

**Section 5.04 Governing Law.** This Agreement shall be governed and interpreted according to the laws of the **State of Minnesota**. The City and Oakwood further irrevocably consent to the service of any complaint, summons, notice or other process relating to any such action or proceeding by delivery thereof to it by hand or by mail in the manner provided for in **Section 5.07** hereof.

**Section 5.05 Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule in the **State of Minnesota**, such provision shall be ineffective only to the extent of such invalidity, illegality, or unenforceability in such jurisdiction, without invalidating the remainder of this Agreement in such jurisdiction or any provision hereof in any other jurisdiction, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

**Section 5.06 Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**Section 5.07 Notices.** Any notice required or permitted to be given by any party shall be in writing and shall be deemed to have been duly given (i) if by personal delivery or facsimile, notice shall be effective upon such delivery or transmission, provided that any notice transmitted by facsimile shall be followed by mailed notice as herein provided, or (ii) if mailed by certified or registered mail, with postage prepaid, return receipt requested, addressed to the

parties at their last known address or such other address as they shall designate to the other party in writing, notice shall be effective three (3) business days after the date of mailing, or (iii) if delivered by overnight courier or messenger service which provides receipts of delivery, the notice shall be effective upon delivery. All notices shall be properly addressed as follows:

- If to the City:           City of Ramsey  
15153 Nowthen Blvd. NW  
Ramsey, Minnesota 55303  
763-427-1410  
Attention:
- With a copy to:           William K. Goodrich  
Randall, Goodrich & Fitzpatrick, P.L.C.  
2140 Fourth Avenue North  
Anoka, Minnesota 55303  
763-421-5424  
763-421-4213 [Facsimile]  
[bgood@rdglaw.com](mailto:bgood@rdglaw.com)
- If to Oakwood:           John R. Peterson  
Oakwood Land Development, Inc.  
1611 Highway 10 NE  
Spring Lake Park, Minnesota 55432  
763-780-4996  
[oakwood@ens.net](mailto:oakwood@ens.net)
- With a copy to:           Mark A. Tebelius  
Sjoberg & Tebelius, P.A.  
Woodhill Office Park  
2145 Woodlane Drive, Suite 101  
Woodbury, Minnesota 55125  
651-738-3433  
651-738-0020 [Facsimile]  
[mark@stlawfirm.com](mailto:mark@stlawfirm.com)

Any party may change its address for the service of notice by giving written notice of such change to either party, in any manner above specified, ten (10) days prior to the effective date of such change.

**Section 5.08 Parties and Interest.** All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the successors in interest of the respective parties hereto.

**Section 5.09 Further Instrument.** Each of the parties hereto will as the other party may request, without the cost or expense to the party so requesting, execute and deliver or cause to be executed and delivered to such other party, such further instruments and will take such other action as may be reasonably required to more effectively consummate the transactions contemplated by this Agreement.

**Section 5.10 Captions.** The captions appearing at the commencement of the articles and sections hereof, are inserted for convenience of reference only and shall not constitute a part of this Agreement.

**Section 5.11 Exhibits.** The following exhibits and their complete text are by this reference incorporated herein and made a part of this Agreement:

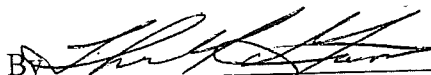
Exhibit A: Northwest and Northeast Service Area Map

Exhibit B: Legal Description – Oakwood Properties

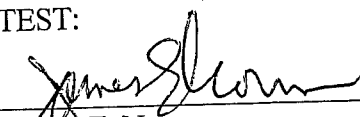
Exhibit C: Legal Description – Additional Oakwood Reimbursement Area

IN WITNESS WHEREOF, the City of Ramsey and Oakwood Land Development, Inc. have caused this Agreement to be duly executed on the day and year first above written.

**CITY OF RAMSEY**

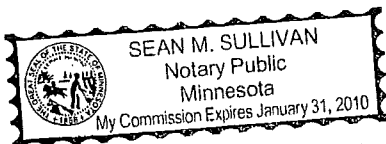
By   
Thomas G. Gamec  
Mayor

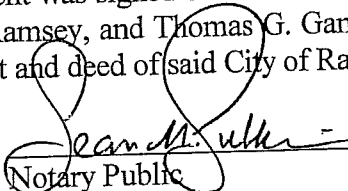
ATTEST:

By   
James E. Norman  
City Administrator

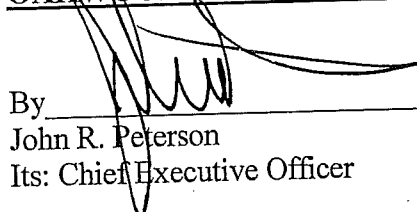
STATE OF MINNESOTA )  
COUNTY OF ANOKA ) ss.

On this 22nd day of March, 2006, before me, a Notary Public, personally appeared Thomas G. Gamec and James E. Norman, of the City of Ramsey, a Minnesota municipality within the State of Minnesota, and that said instrument was signed on behalf of the City of Ramsey by the authority of the City Council of the City of Ramsey, and Thomas G. Gamec and James E. Norman acknowledge said instrument to be the free act and deed of said City of Ramsey.



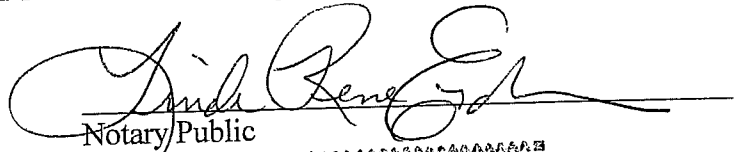
  
Notary Public

**OAKWOOD LAND DEVELOPMENT, INC.**

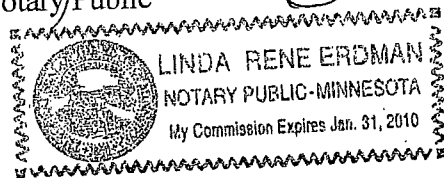
By   
John R. Peterson  
Its: Chief Executive Officer

STATE OF MINNESOTA     )  
                          Anoka        ) ss.  
COUNTY OF HENNEPIN    )

On this 22nd day of March, 2006, before me, a Notary Public, within and for said County and State, personally appeared John R. Peterson, to me personally known, who, being by me duly sworn did say that he is the Chief Executive Officer of Oakwood Land Development, Inc., and that said instrument was signed on behalf of Oakwood Land Development, Inc. by authority of its Board of Directors and said John R. Peterson acknowledged said instrument to be the free act and deed of said Corporation.

  
Notary Public

DRAFTED BY:  
Mark A. Tebelius, Esq.  
Sjoberg & Tebelius, P.A.  
Woodhill Office Park  
2145 Woodlane Drive, Suite 101  
Woodbury, Minnesota 55125  
(651) 738-3433



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**EXHIBIT A**

**NORTHWEST AND NORTHEAST SERVICE AREA MAP**

**EXHIBIT B**

**LEGAL DESCRIPTION – OAKWOOD PROPERTIES**

Exhibit B pg 1 of 4

PARCEL 1:

The Northeast 1/4 of the Southeast 1/4 of Section 9, Township 32, Range 25, Anoka County, Minnesota;

and,

All that part of the West 1/2 of the Northwest 1/4 of Section 10, Township 32, Range 25, Anoka County, Minnesota, lying South of Trott Brook, so-called;

and,

That part of the Southwest 1/4 of Section 10, Township 32, Range 25, Anoka County, Minnesota, described as: beginning at the Northwest corner of said Southwest 1/4; thence running East on the Quarter line 9 rods; thence on a straight line Southwesterly to a point on the North and South section line between Sections 9 and 10, 9 rods South of the starting point; thence North on said line to the point of beginning;

and

The East 1/2 of the Northwest 1/4 of Section 10, Township 32, Range 25, Anoka County, Minnesota;

EXCEPT therefrom the following tract: Commencing at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of Section 10, Township 32, Range 25, thence running South 32 rods, thence running Easterly on a line which intersects at the Quarter section corner on the North side of said Section 10, thence West on section line 80 rods to the point of commencement; And further EXCEPT therefrom that part of the East 1/2 of the Northwest 1/4 of Section 10, Township 32, Range 25, lying Southerly of the following described line: Beginning at a point on the West line of said East 1/2 of the Northwest 1/4 distant 528.00 feet Southerly of the Northwest corner thereof; thence Northeasterly to the Northeast corner of said East 1/2 of the Northwest 1/4 and said line there terminating; and lying Northerly of a line running parallel with and distant 32.00 feet Northerly of, as measured perpendicular to, the following described line: Beginning at a point on the East line of said East 1/2 of the Northwest 1/4 distant 819.15 feet Southerly of the Northeast corner thereof; for the purposes of this description said East line is assumed to bear South 0 degrees 37 minutes 06 seconds East; thence South 75 degrees 32 minutes 52 seconds West a distance of 210.51 feet; thence South 87 degrees 49 minutes 14 seconds West a distance of 181.03 feet; thence South 59 degrees 39 minutes 07 seconds West a distance of 749.16 feet; thence South 53 degrees 56 minutes 47 seconds West a distance of 343.82 feet to the West line of said East 1/2 of the Northwest 1/4 and said line there terminating.

Exhibit B pg 2 of 4

PARCEL 2:

The Northwest Quarter of the Southwest Quarter of Section 10, Township 32, Range 25, Anoka County, Minnesota, except the two following described parcels:

Beginning at the northwest corner of said Northwest Quarter of the Southwest Quarter; thence east along the north line thereof, a distance of 148.50 feet; thence southwesterly to a point in the west line of said Northwest Quarter of the Southwest Quarter, distant 148.50 feet south of the northwest corner thereof; thence north along the west line of said Northwest Quarter of the Southwest Quarter to the point of beginning.

Beginning at the southeast corner of said Northwest Quarter of the Southwest Quarter; thence North 0 degrees 25 minutes 36 seconds West, assumed bearing, along the east line of said Northwest Quarter of the Southwest Quarter, a distance of 81.00 feet; thence South 81 degrees 24 minutes 29 seconds West a distance of 347.14 feet; thence South 0 degrees 25 minutes 36 seconds East, parallel with said east line, a distance of 28.50 feet to the south line of said Northwest Quarter of the Southwest Quarter; thence South 89 degrees 53 minutes 38 seconds East, along said south line, to the point of beginning.

PARCEL 3:

Lot 1, Block 3, Now and Then Estates, Anoka County, Minnesota.

PARCEL 4:

Lot 1, Block 1, Westby First Addition, Anoka County, Minnesota.

Abstract Property

Exhibit B pg 3 of 4

The Southwest Quarter of the Northeast Quarter, Section 16, Township 32, Range 25, Anoka County, Minnesota;

And

The Northwest Quarter of the Southeast Quarter, Section 16, Township 32, Range 25, Anoka County, Minnesota;

And

That part of the Northeast Quarter of the Southeast Quarter of Section 16, Township 32, Range 25 lying Southerly and Westerly of the North 780.07 feet of the East 526.49 feet of the Southeast Quarter of Section 16, township 32, Range 25, Anoka County, Minnesota.

Which lies southwesterly of the following described line:

Commencing at the northeast corner of said Northeast Quarter of the Southeast Quarter of Section 16, Township 32, Range 25, Anoka County, Minnesota; thence westerly, along the north line of said Northeast Quarter of the Southeast Quarter a distance of 1000.03 feet to the point of beginning of the line to be described; thence southeasterly, deflecting to the left 117 degrees 49 minutes 46 seconds, a distance of 1490.98 feet to the south line of said Northeast Quarter of the Southeast Quarter and there terminating.

And

That part of the following described property:

That part of the South 333.00 feet of the Southeast Quarter of the Northeast Quarter, Section 16, Township 32, Range 25, Anoka County, Minnesota, as measured at right angles to the south line of said Southeast Quarter of the Northeast Quarter which lies westerly of the following described line:

Commencing at the southeast corner of said Southeast Quarter of the Northeast Quarter; thence North 89 degrees 02 minutes 35 seconds West, assumed bearing, along the south line thereof 527.06 feet to the point of beginning of the line to be herein described; thence North 29 degrees 10 minutes 38 seconds West 358.04 feet to the north line of said South 333.00 feet and there terminating.

Which lies southwesterly of the following described line:

Commencing at the southeast corner of the Southeast Quarter of the Northeast Quarter of Section 16, Township 32, Range 25, Anoka County, Minnesota; thence westerly, along the south line of said Southeast Quarter of the Northeast Quarter a distance of 1000.03 feet to the point of beginning of the line to be described; thence northwesterly, deflecting to the right 62 degrees 10 minutes 14 seconds, a distance of 376.55 feet to the north line of the South 333.00 feet of said Southeast Quarter of the Northeast Quarter and there terminating.

Exhibit B pg 4 of 4

Lot 1, Block 1, Gebert's Addition, County of Anoka, State of Minnesota.

Lot 2, Block 1, Gebert's Addition, County of Anoka, State of Minnesota.

Lot 1, Block 1, Harmony Farms, County of Anoka, State of Minnesota.

Lot 3, Block 1, Harmony Farms, County of Anoka, State of Minnesota.

Outlots B and C, Harmony Farms, County of Anoka, State of Minnesota.

## EXHIBIT C

### ADDITIONAL OAKWOOD REIMBURSEMENT AREA

That part of the SW1/4, and the W1/2 of the SE1/4 of Section 2, Township 32, Range 25, the NE1/4 of the SW1/4 and the S1/2 of the SW1/4 and the SE1/4 of Section 3, Township 32, Range 25, the S1/2 of the SE1/4 of Section 4 Township 32, Range 25, the NE1/4, and the N1/2 of the SE1/4 of Section 9, Township 32, Range 25, the NW1/4 and the N1/2 of the NE1/4 of Section 10, Township 32, Range 25 described as follows:

Commencing at the northwest corner of the NE1/4 of said Section 9; thence southerly along the centerline of Variolite Street N.W. as traveled to the intersection of the Trott Brook (County Ditch 51) to the point of beginning of the land to be described; thence northeasterly and easterly along the centerline of the Trott Brook to the intersection of the centerline of State Highway No.47 (St. Francis Boulevard N.W.); thence northerly along the centerline of State Highway No. 47 to the intersection of the of the centerline of County Road No. 63 (Green Valley Road); thence northwesterly and westerly along the centerline of County Road No. 63 to the intersection of the centerline of County State Aid Highway No. 5 (Nowthen Boulevard NW); thence southeasterly along the centerline of County State Aid Highway No. 5 to the intersection of the centerline of County Road No. 63 (175<sup>th</sup> Avenue N.W.); thence westerly and southwesterly along the centerline of County Road No. 63 to the intersection of the centerline of Variolite Street N.W. as traveled; thence southerly along the centerline of Variolite Street N.W as traveled. to the point of beginning.

All the above legally described property lying within Anoka County, Minnesota, consisting of 690 acres more or less.

**COPY**

**BROOKFIELD ADDITION  
AMENDMENT TO WATER MAIN AND SANITARY SEWER COST  
CONTRIBUTION/REIMBURSEMENT AGREEMENT  
CITY OF RAMSEY, ANOKA COUNTY, MINNESOTA**

**THIS AGREEMENT**, made and entered into by the **CITY OF RAMSEY**, a Municipal Corporation under the laws of the State of Minnesota (the "**CITY**"); **OAKWOOD LAND DEVELOPMENT, INC.**, a Minnesota Corporation ("**Oakwood**"); and **21<sup>ST</sup> CENTURY BANK**, a Minnesota Corporation ("**21<sup>st</sup>**");

**RECITALS**

**WITNESSETH:**

**WHEREAS**, Oakwood and City are parties to the following:

**WATER MAIN AND SANITARY SEWER  
COST CONTRIBUTION/REIMBURSEMENT AGREEMENT  
Dated March 22, 2006  
(the "**WSCA**")  
(copy appended hereto),**

and

**WHEREAS**, pursuant to the WSCA, Oakwood has contributed to City the sum of \$6.0 million in performance of its obligations under Article 2 of the WSCA, and,

**WHEREAS**, Oakwood is now entitled to reimbursement from City under Article 3 of the WSCA, and

**WHEREAS**, Oakwood has assigned its rights to reimbursement under the WSCA to 21<sup>st</sup>, as contemplated by Article 3.06 of the WSCA, and

**WHEREAS**, 21<sup>st</sup> and City have reached agreement on numerous issues in connection with certain plats known as Brookfield First Addition, Brookfield Second Addition, and Brookfield Third Addition (collectively, "**Brookfield**")

**NOW THEREFORE**, in consideration of the foregoing and in consideration of the mutual promises herein, it is agreed by and amongst the parties hereto as follows:

**1. SUBSTITUTION**

21<sup>st</sup> is hereby substituted for Oakwood under Articles 3, 4 and 5 of the WSCA. Oakwood hereby assigns its interest thereunder to 21<sup>st</sup> and 21<sup>st</sup> accepts said assignment. It is acknowledged that all duties of all parties under Articles 1 and 2 of the WSCA have been fully performed, and that Oakwood contributed the sum of \$6.0 million under Section 2.01 of the WSCA. From and after the date hereof, Oakwood shall have no interest or rights under the WSCA. Where the word "**Oakwood**" is used herein, it shall be deemed to mean "**21<sup>st</sup>**" unless a different connotation is apparent.

**2. DEFINITION OF TERMS** – Capitalized terms as used herein shall have the definition attributed to them herein. Capitalized terms used herein that do not have a stated definition herein shall have that definition assigned to them in the WSCA.

**3. AMENDMENTS TO WSCA**

A. Article 3 of the WSCA is hereby deleted, and replaced by the following Article 3:

**ARTICLE 3  
21<sup>st</sup> REIMBURSEMENT**

**3.01 21<sup>st</sup> Reimbursement** The parties acknowledge that as of the date hereof, the City has partially reimbursed Oakwood for the Oakwood Contribution in the total amount of \$ 502,204.00, through credits given in the respective Brookfield development agreements. In addition, Oakwood assigned some credits to Sweetbay Land Company, a Minnesota corporation, and an Oakwood related company. Sweetbay Land Company was given Trunk Fee credit for \$208,216.00 in the Sweetbay Ridge/City of Ramsey development agreement for Sweetbay Ridge Addition. The total amount reimbursed for the Oakwood Contribution to date is therefore \$710,420.00. The amount remaining to be reimbursed to Oakwood is therefore \$5,289,580.00. Oakwood has assigned its rights to the Oakwood Lots Reimbursement to 21<sup>st</sup>.

Future lots platted from outlots or other lots in Brookfield First, Second and or Third Addition will pay no Trunk Fees for each lot platted, the amount of the Oakwood Contribution deemed reduced by the Trunk Fee credit will be \$3,062 per lot (\$1,925 for the Water Trunk Fee and \$1,137.00 for sewer Trunk Fee). In addition, 21<sup>st</sup> is entitled to up to 91 additional water Trunk Fee credits from the current unplatted lots in Sweetbay Ridge, and up to 60 additional water Trunk Fee credits from the current unplatted lots in Harmony Farms, pursuant to Section 3.01 of the WSCA. The City shall charge the ultimate developer of the remaining unplatted lands in Sweetbay Ridge (91 lots) and Harmony Farms (60 lots) the full Trunk Fees, and remit the Water Trunk Fees to 21<sup>st</sup> at the address noted in Article 5 Section 07 in satisfaction of the credits owed to 21<sup>st</sup> for those two developments. The City will retain the sanitary sewer trunk fees for said lots. Except for the remaining unplatted area of Brookfield (as represented by platted developable outlots), City will also retain the right to all future sanity sewer trunk fees of any kind or nature.

**3.02 Additional 21<sup>st</sup> Reimbursement** For each lot (new or existing) connected to city water within the Northwest Service Area, Northeast Service Area (outside of Brookfield or parts thereof,) or within the Additional Oakwood Reimbursement Area, and outside of Sweetbay Ridge and Harmony Farms, 21<sup>st</sup> will receive from the City the Water Trunk Fee, payable at the time the hookup of a lot occurs, and in the manner provided by Article 5, Section 5.01. If the City increases the Water Trunk Fee, then this per/lot amount will increase by a like amount. The Water Trunk Fee reimbursement will continue until the total amount of the Oakwood Contribution credited by City to date (\$710,420.00) plus the total amount received or credited or paid from new lots created from outlots or other lots in Brookfield or current unplatted lots in Sweetbay Ridge or Harmony Farms plus the total amount received from all other lots platted or hooking up to city water in the Northwest, Northeast Service Area and the Additional Oakwood Reimbursement Area (\$1,925.00 per hookup-or as increased) totals six million dollars (\$6,000,000.00), or until December 31, 2026, whichever comes first.

It is agreed that 21<sup>st</sup> will not receive any Water Trunk Fee if the City does not receive a Water Trunk Fee as a result of an agreement with any other developer that provides for said developer to pay the cost of the extension of the water main to such developer's property which is considered a payment of the Water Trunk Fees for the lots to be developed by such developer. As further clarification of this sentence, it is anticipated that as new development occurs, the City may have to give incentives to developers to pay for the cost of extending water mains into new neighborhoods. This would normally be accomplished by not requiring the developer to pay for Water Trunk Fees up to the point where the savings from not paying Water Trunk Fees equals the cost to the developer in extending water mains. For example, in a 100/lot development, Water Trunk Fees now in effect would total \$190,250.00 at \$1,925.00 per lot. If the cost of extending the water mains in that project was \$50,000.00, the City would be permitted to give the developer in that project up to \$50,000.00 in Water Trunk Fee relief, meaning that ultimately, 21<sup>st</sup> would only receive \$140,250.00 in Water Trunk Fees from that development.

B. Article 4 of the WSCA is hereby deleted and replaced by the following Article 4.

#### ARTICLE FOUR TERM

This Agreement shall expire on December 31, 2026, after which time 21<sup>st</sup> will receive no further Water Trunk Fees, **NOTWITHSTANDING THAT THE OAKWOOD CONTRIBUTION MAY NOT BE PAID IN FULL AS OF SAID EXPIRATION DATE.** Notwithstanding the foregoing language, if the City adopts any moratoriums on residential development prior to the expiration date, the expiration date will be extended by an amount of time equal to the duration of the moratoriums.

C. Article 5.07: Notice to Oakwood shall be changed to "Notice to 21<sup>st</sup>", as follows:

**If to 21<sup>st</sup>:**

Thomas P. Dolphin, CEO  
21<sup>st</sup> Century Bank  
9380 Central Avenue NE  
Blaine, MN 55434  
Email: [tpd@21stcenturybank.com](mailto:tpd@21stcenturybank.com)

**With a copy to:**

Wilbur F. Dorn, Jr.  
Dorn Law Firm, Ltd.  
9380 Central Avenue NE  
Blaine, MN 55434  
Email: [wfd@dornlegal.com](mailto:wfd@dornlegal.com)


**4. No Other Changes**

Except as herein modified, all other terms and conditions of the WCSA shall remain in force and effect, and all Exhibits will remain as originally affixed to the WCSA.

The following page is the signature page.

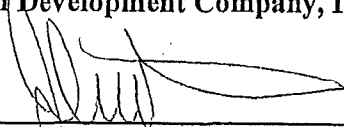
In Witness whereof, the parties have executed this agreement the dates below written:

21<sup>st</sup> Century Bank

By:   
Thomas P. Dolphin, CEO

Dated: 12-30-09

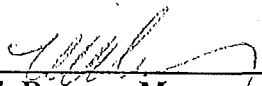
Oakwood Development Company, Inc.

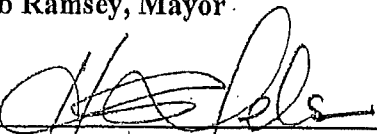
By:   
John Peterson, President

Dated: 12-18-09

City of Ramsey

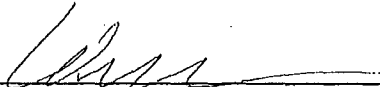
Dated: 12-30-09

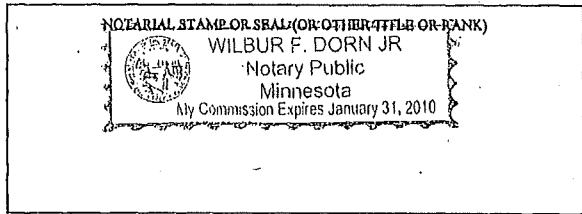
By:   
Bob Ramsey, Mayor

By:   
Kurt Ulyich, City Administrator  
*Heidi A. Nelson, Deputy City Administrator*

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF ANOKA )

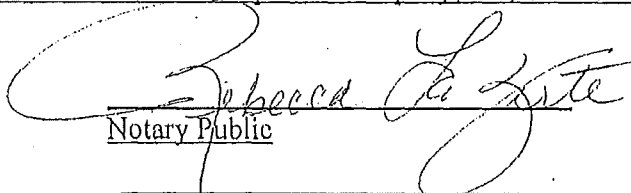
The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of December, 2009, by Thomas P. Dolphin, the Chief Executive Officer of 21<sup>st</sup> Century Bank, a Minnesota corporation, on behalf of the corporation.

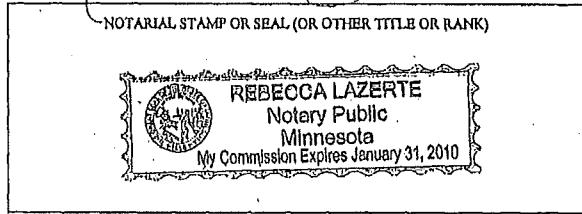
  
Notary Public



STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF ANOKA )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of December, 2009, by John Peterson, President of Oakwood Development Company, Inc, a Minnesota corporation, on behalf of the corporation.

  
Notary Public





**Public Works Committee**

5. 2.

**Meeting Date:** 09/15/2020

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

**Title:**

Consider Recommendation to City Council Accepting Quotes and Awarding Contract for 16660 Jasper Street Drainage Improvements, Improvement Project 19-13

**Purpose/Background:**

**Purpose:**

The purpose of this case is to consider a recommendation to City Council accepting quotes and awarding a construction contract for 16660 Jasper Street Drainage Improvements, Improvement Project 19-13.

**Background:**

The property owner at 16660 Jasper Street first contacted Staff regarding general drainage concerns when the Brookfield residential development planning process began. The property owner was generally concerned that stormwater runoff would no longer be able to freely drain from the northwest corner of his property to the west as it had always done. At the time, the property owner was assured that the new development could and would not negatively impact drainage from his property.

When Brookfield 2<sup>nd</sup> Addition was constructed, the property owner informed Staff that when grading was completed for the new home at 16725 Limonite Street NW, stormwater runoff was blocked from freely draining from the northwest corner of his lot. Attached are the As-built Certificate and Modified Certificate of Survey for 16725 Limonite Street NW (Lot 1, Block 5 Brookfield 2<sup>nd</sup> Addition), as well as contours for this and surrounding properties both pre and post development. Based on the modified Certificate of Survey, drainage of the low point was proposed to be accommodated across the rear of Lot 1, Block 5 by grading a drainage swale with a 2% longitudinal slope, which was staked for construction on November 19, 2007, as called out in note 8 but was never graded.

Staff has been working with Capstone Homes and the property owner at 16660 Jasper Street to resolve this issue for many, many years. In 2018, Capstone Homes informed City Staff that they did not think it was reasonable to ask Capstone to be responsible for this issue based on the length of time that had passed and that the as-built was apparently approved. Since then, City Staff developed the attached plan to resolve this drainage issue, which the property owner has reviewed and approved. In summary, a small plastic catch basin with a metal “beehive” grate on top is proposed to be constructed in the low point in the northwest corner of 16660 Jasper Street. This will drain into a 4-inch high-density polyethylene (HDPE) pipe that will be installed using a directional drill. The 4” HDPE pipe will connect to a new manhole constructed over the end of an existing storm sewer stub that was constructed between the properties at 16725 Limonite Street NW and 7078 167<sup>th</sup> Avenue NW. These drainage improvements will provide positive drainage for the low-lying area on 16660 Jasper Street, and will prevent runoff from ponding in the low-lying area and killing the native plants that were specially planted by the property owner.

All work is proposed to be completed within existing drainage easements on the Brookfield properties, and within a temporary construction easement along the NW corner of 16660 Jasper Street, which the property owner has agreed to provide at no cost to the City. The City will not need additional permanent easements to complete this work, or to maintain it as the property owner has committed to maintaining the improvements in perpetuity.

This project is proposed to be completed in 2020 and based on the current bid environment Staff anticipated receiving good quotes. Following Council approval, Requests for Quotes were submitted to three local contractors with a quote due date of September 10<sup>th</sup>. Only one contractor submitted a quote for the work. Staff estimated

construction costs for this project at \$16,600 based on the final plans and specifications. The quote received from Dryden Excavating, Inc. is in the amount of \$13,929.29, which Staff believes is a very reasonable quote and should be accepted, even if it is the only quote that was received.

**Timeframe:**

Staff estimates 5 to 10 minutes will be required for presentation and discussion of this case.

**Observations/Alternatives:**

**Observations:**

During the August Public Works Committee meeting, Staff was directed to check whether the City has errors and omissions insurance that could cover costs for these improvements, or any improvements needed to correct drainage issues caused by a builder or developer not constructing what they were required to, and/or caused by the City not catching that the builder or developer did not construct what they were required to. Staff is having ongoing discussions on this topic with the City’s insurance agent and expects to provide a response to the Committee during the meeting.

On September 22nd Staff intends to request that the City Council accept the quote and award a construction contract.

**Alternatives:**

Alternative #1: Motion to recommend that the City Council accept the quote and award a construction contract for 16660 Jasper Street Drainage Improvements, Improvement Project 19-13, to Dryden Excavating, Inc., in the amount of \$13,929.29.

Alternative #2: Motion of other.

**Funding Source:**

Construction staking and inspections are proposed to be completed by City Staff as part of Staff’s regular duties.

All project costs are proposed to be split evenly between the Stormwater Management and Stormwater Utility Funds, both of which have sufficient funds to cover the costs.

**Recommendation:**

Staff recommends alternative #1.

**Action:**

Motion to recommend that the City Council accept the quote and award a construction contract for 16660 Jasper Street Drainage Improvements, Improvement Project 19-13, to Dryden Excavating, Inc., in the amount of \$13,929.29.

---

**Attachments**

IP1913 Plan

---

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Grant Riemer	Grant Riemer	09/10/2020 03:11 PM
Kurt Ulrich	Kurt Ulrich	09/10/2020 03:20 PM
Form Started By: Bruce Westby		Started On: 09/10/2020 07:20 AM
Final Approval Date: 09/10/2020		

# CITY OF RAMSEY

## 16660 JASPER STREET DRAINAGE IMPROVEMENTS

### CITY IMPROVEMENT PROJECT NO. 19-13

## GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

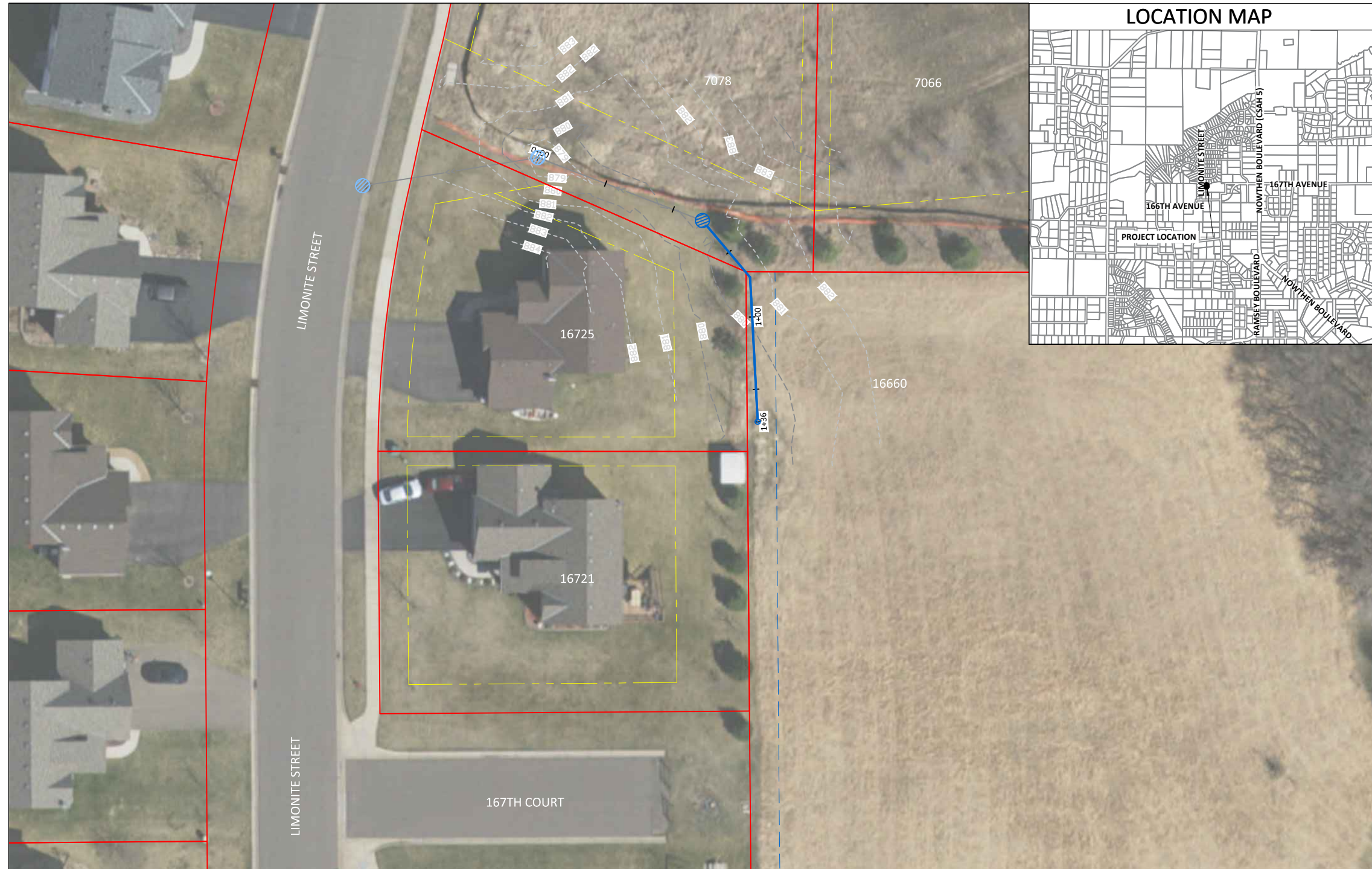
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### SHEET INDEX

THIS PLAN CONTAINS 3 SHEETS

SHEET No.	DESCRIPTION
1	TITLE SHEET
2	SITE PLAN
3	DETAILS



**LOCATION MAP**

### LEGEND

- |  |                   |  |                    |
|--|-------------------|--|--------------------|
|  | LIGHT POLE        |  | EASEMENT           |
|  | TREE              |  | RIGHT OF WAY       |
|  | SHRUB             |  | ELECTRIC           |
|  | SIGN              |  | OVERHEAD ELECTRIC  |
|  | VALVE             |  | GAS                |
|  | UTILITY PEDESTAL  |  | TELECOMMUNICATIONS |
|  | HAND HOLE         |  | STORM SEWER        |
|  | REMOVE TREE       |  | SANITARY SEWER     |
|  | 3'X2' CATCH BASIN |  | WATERMAIN          |
|  | MANHOLE           |  | SAWCUT PAVEMENT    |
|  | INLET PROTECTION  |  | TREE LINE          |
|  | HYDRANT           |  | FENCE              |
|  | VALVE             |  | LANDSCAPING        |
|  |                   |  | RETAINING WALL     |
|  |                   |  | 5' CONTOUR LINE    |
|  |                   |  | 1' CONTOUR LINE    |

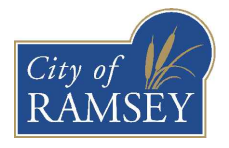
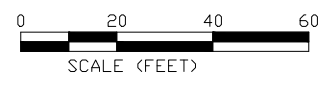
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

JOE FERIANCEK, P.E.  
 CITY OF RAMSEY

57095 LIC. NO.      DATE 6/19/20

DATE	REVISION

Aug 19, 2020 - 1:32pm  
 G:\Engineering\AutoCad Dwg\Projects A-M\2019 Drainage Improvements (19-09, 19-10, 19-11, 19-13, 19-17)\Plan Drawings\19-13 Site Plan.dwg



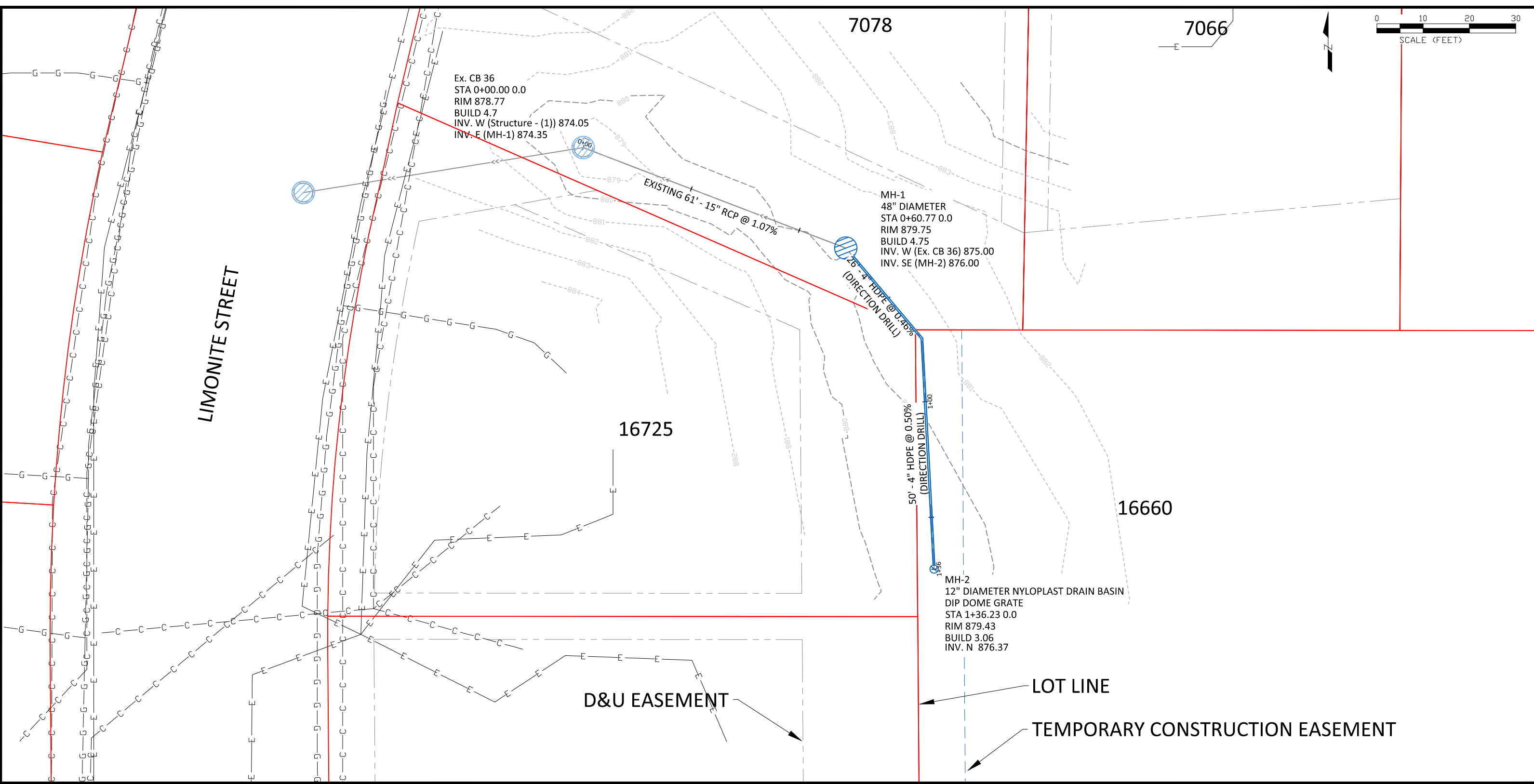
**CITY OF RAMSEY**  
 7550 SUNWOOD DRIVE  
 RAMSEY, MN 55303  
 (763) 427-1410 FAX (763) 433-9898

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

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 651 454-0002 Metro  
 800 252-1166 Outstate  
[www.gopherstateonecall.org](http://www.gopherstateonecall.org)



7078

7066

LIMONITE STREET

16725

16660

D&U EASEMENT

LOT LINE

TEMPORARY CONSTRUCTION EASEMENT

Ex. CB 36  
 STA 0+00.00 0.0  
 RIM 878.77  
 BUILD 4.7  
 INV. W (Structure - (1)) 874.05  
 INV. E (MH-1) 874.35

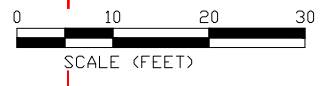
MH-1  
 48" DIAMETER  
 STA 0+60.77 0.0  
 RIM 879.75  
 BUILD 4.75  
 INV. W (Ex. CB 36) 875.00  
 INV. SE (MH-2) 876.00

MH-2  
 12" DIAMETER NYLOPLAST DRAIN BASIN  
 DIP DOME GRATE  
 STA 1+36.23 0.0  
 RIM 879.43  
 BUILD 3.06  
 INV. N 876.37

EXISTING 61" - 15" RCP @ 1.07%

26" - 4" HDPE @ 0.50%  
 (DIRECTION DRILL)

50" - 4" HDPE @ 0.50%  
 (DIRECTION DRILL)



**LEGEND**

- EX. MAJOR CONTOUR
- - - EX. MINOR CONTOUR
- - - D&U EASEMENT
- - - TEMP CONSTRUCTION EASEMENT
- LOT LINE
- C --- COMMUNICATION LINE
- G --- GAS LINE
- E --- ELECTRIC LINE

**NOTE:**

1. RESTORE DISTURBED AREAS ON 7078 167TH XING & 16725 LIMONITE STREET WITH 4" TOPSOIL AND SODDING TYPE LAWN.
2. RESTORE DISTURBED AREAS ON 16660 JASPER STREET WITH PRAIRIE RESTORATION 'TALL WET GRASS MIX', OR APPROVED EQUAL.
3. CONTRACTOR IS RESPONSIBLE FOR FIXING ANY DAMAGE TO EXISTING IRRIGATION SYSTEMS.
4. TRACER WIRE MUST BE INSTALLED WITH ALL STORM SEWER PIPE.

**NOTE:**

5. PROTECT TREES FROM DAMAGE DURING CONSTRUCTION.
6. CONSTRUCTION ACTIVITIES MUST STAY WITHIN EXISTING DRAINAGE & UTILITY EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENT. TEMPORARY CONSTRUCTION EASEMENT IS ACCESSIBLE FROM 167TH COURT.

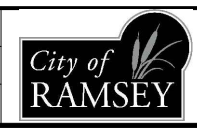
DATE	REVISION

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

*Joe Feriancek*  
 Joe Feriancek  
 Date 8/19/2020 Lic. No. 57095

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

DATE:  
 8/19/20  
 FILE No.  
 19-13

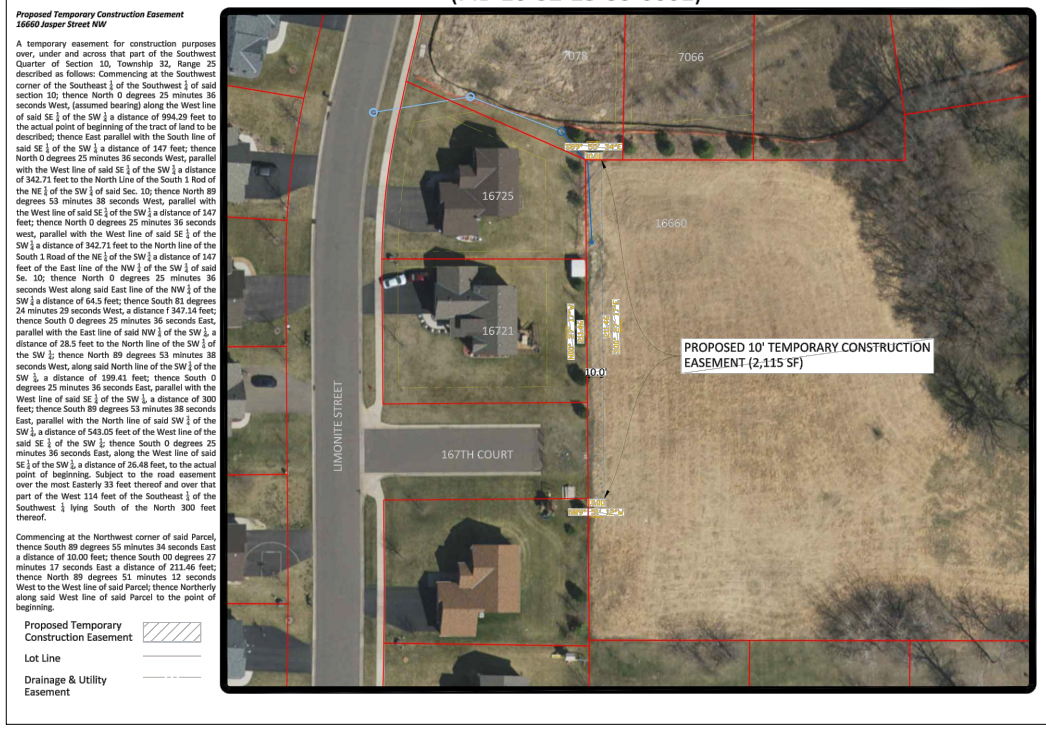


CITY OF RAMSEY  
 7550 SUNWOOD DRIVE  
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SITE PLAN

16660 JASPER STREET DRAINAGE IMPROVEMENTS  
 CITY PROJECT NO. 19-13  
 CITY OF RAMSEY, MINNESOTA

PROPOSED TEMPORARY CONSTRUCTION EASEMENT  
16660 JASPER STREET NW, RAMSEY MN  
(PID 10-32-25-33-0001)



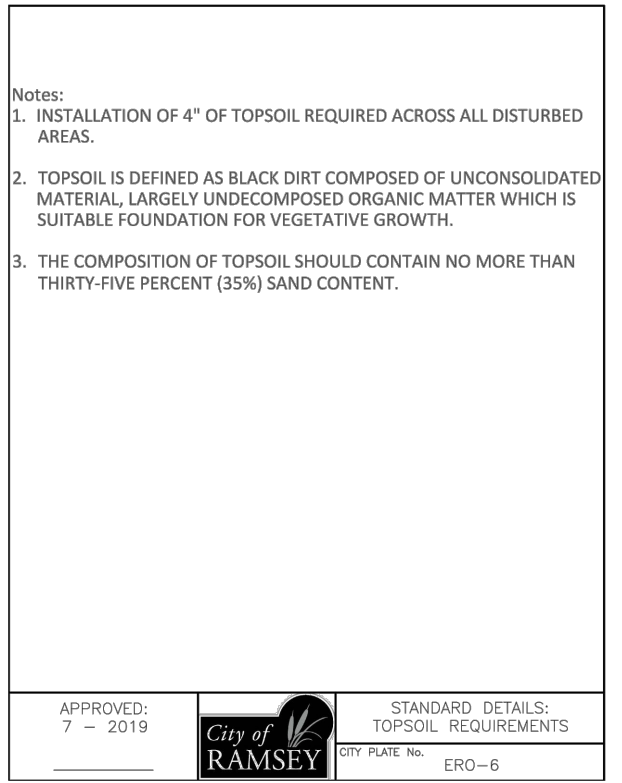
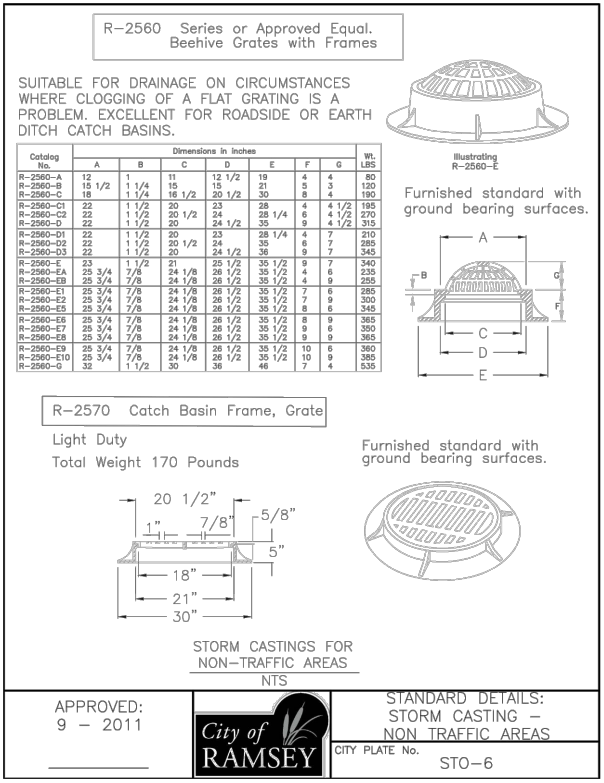
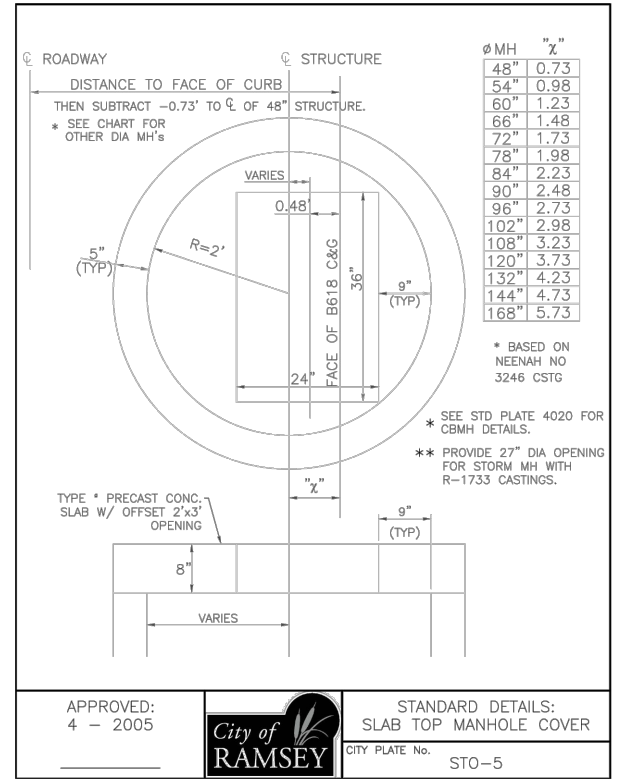
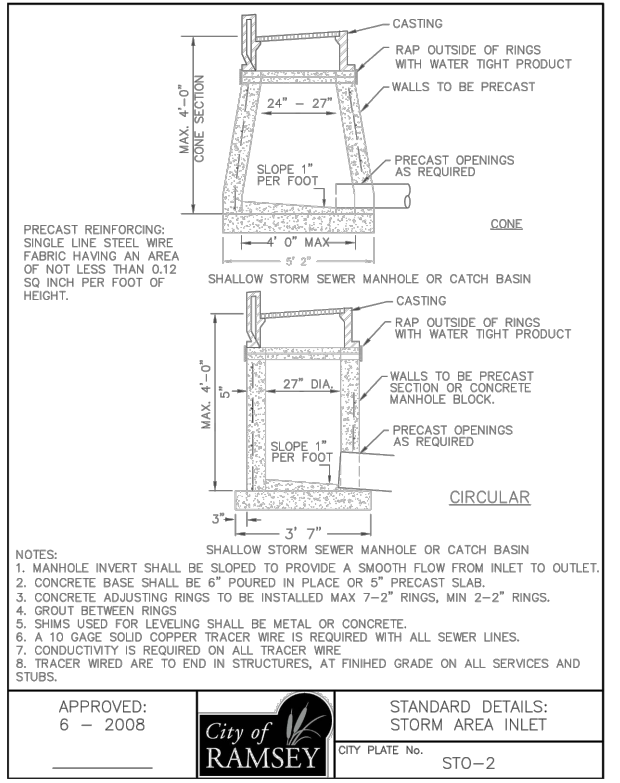
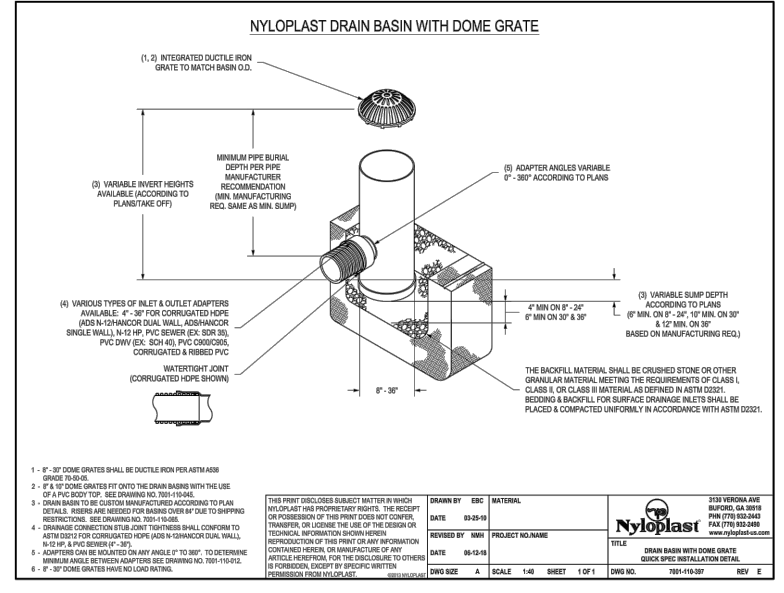
RESTORATION NOTES:

CONTRACTOR IS RESPONSIBLE FOR RESTORING ALL IMPACTED AREAS TO EXISTING CONDITIONS OR BETTER.

PRAIRIE RESTORATION 'TALL WET GRASS' MIX DESIGN:

BROADCAST: 3 PLS LBS./10,000 SF  
DRILL: 8-10 PLS LBS./ACRE

- |                           |                          |
|---------------------------|--------------------------|
| 36.0% BIG BLUESTEM        | 3.0% FRINGED BROME       |
| 10.0% INDIAN GRASS        | 3.0% GREEN BULRUSH       |
| 7.0% CANADA WILD RYE      | 2.0% WOOL GRASS          |
| 7.0% VIRGINIA WILD RYE    | 1.0% KNOTSHEATH SEDGE    |
| 7.0% FOWL BLUEGRASS       | 1.0% POINTED BROOM SEDGE |
| 6.0% SIDE OATS GRAMA      | 1.0% FOX SEDGE           |
| 5.0% AMERICAN MANNA GRASS | 1.0% CORD GRASS          |
| 5.0% LITTLE BLUESTEM      | 0.5% BLUE JOINT GRASS    |
| 4.0% SWITCH GRASS         | 0.5% DUDLEY'S RUSH       |



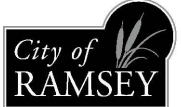
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Joe Ferianec  
Date 8/19/2020 Lic. No. 57095

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

DATE: 8/19/20  
FILE NO: 19-13



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

DETAILS

16660 JASPER STREET DRAINAGE IMPROVEMENTS  
CITY PROJECT NO. 19-13  
CITY OF RAMSEY, MINNESOTA

**Public Works Committee**

**5.3.**

**Meeting Date:** 09/15/2020

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

**Title:**

Consider Recommendation to City Council Accepting Quotes and Awarding Contract for 5751 164th Lane Drainage Improvements, Improvement Project 19-17

**Purpose/Background:**

**Purpose:**

The purpose of this case is to consider a recommendation to City Council accepting quotes and awarding a construction contract for 5751 164th Lane Drainage Improvements, Improvement Project 19-17.

**Background:**

The property owner at 5751 164th Lane first contacted Staff regarding drainage concerns on May 11, 2019. According to the property owner, stormwater runoff from the drainage ditch in City right-of-way in front of their house has been flowing directly across their property in a shallow swale for decades without any drainage easements in place. The property owner claimed that during the winter of 2018/19 the outer edge of the 14-foot by 16-foot floating concrete slab supporting their attached enclosed patio, which is directly adjacent to the drainage swale running across their property, lifted approximately 6-inches.

Staff has not been provided with any evidence that the lifting of the slab actually occurred that winter, such as before and after pictures, but the lifting of concrete slabs can/does occur if/when the soils underneath a slab are subjected to numerous freeze-thaw cycles during the course of a winter.

After the property owner contacted Staff with their concerns, Staff began working to develop plans to route the stormwater runoff from the public right-of-way through ditches and storm sewer culverts and pipes located within City right-of-ways and drainage easements, instead of across the private property in a swale. After collecting topo survey and working with the private utilities, including Northern Natural Gas who owns and operates two high pressure gas lines that traverse the private property and the ditches in City right-of-way, Staff completed plans and recommends constructing the improvements this fall to ensure no further claims of damage to private property will be received.

Existing drainage infrastructure includes a culvert crossing under 164th Lane located just west of the driveway to 5751 164th Lane. Runoff from the south side of 164th Lane flows through this culvert, which empties into the drainage ditch in front of 5751 164th Lane, and is then routed through a swale on the private property as mentioned earlier.

As shown in the attached plans, the drainage improvements proposed with this project involves re-grading the ditch on the south side of 164th Lane and adding a new culvert under 164th Lane at the western lot line of 5751 164th Lane where a drainage and utility easement currently exists and is the intended route for conveying stormwater runoff from this stretch of 164th Lane to the pond to the north. This project will require the replacement of the driveway culvert at 5800 164th Lane.

Northern Natural Gas owns an 80' wide easement which crosses 5751 diagonally and contains two high pressure gas mains. City Staff has had to work with Northern Natural in the design of these plans to avoid conflicts with these gas mains, and has received Northern Natural's approval of the plans with some contingencies which have been built into the plans.

When last meeting with the property owner on February 13, 2020, the owner requested that the City pay for the

required repairs to their patio. On May 4, 2020, a claim was filed by the City with the League of Minnesota Cities Insurance Trust.

This project is proposed to be completed in 2020 and based on the current bid environment Staff anticipated receiving good quotes. Following Council approval, Requests for Quotes were submitted to three local contractors with a quote due date of September 10th. Only one contractor submitted a quote for the work. Staff estimated construction costs for this project at \$23,000 based on the final plans and specifications. The quote received from Dryden Excavating, Inc. is in the amount of \$22,827.78, which Staff believes is a very reasonable quote and should be accepted, even if it is the only quote that was received.

**Timeframe:**

Staff estimates 5 to 10 minutes will be required for presentation and discussion of this case.

**Observations/Alternatives:**

**Observations:**

On September 22nd Staff intends to request that the City Council accept the quote and award a construction contract.

**Alternatives:**

Alternative #1: Motion to recommend that the City Council accept the quote and award a construction contract for 5751 164th Lane Drainage Improvements, Improvement Project 19-17, to Dryden Excavating, Inc., in the amount of \$22,827.78.

Alternative #2: Motion of other.

**Funding Source:**

Construction staking is proposed to be provided by Bolton & Menk at a cost not-to-exceed \$1,000.

All project costs are proposed to be split evenly between the Stormwater Management and Stormwater Utility Funds, both of which have sufficient funds to cover the costs.

**Recommendation:**

Staff recommends alternative #1.

**Action:**

Motion to recommend that the City Council accept the quote and award a construction contract for 5751 164th Lane Drainage Improvements, Improvement Project 19-17, to Dryden Excavating, Inc., in the amount of \$22,827.78.

---

**Attachments**

IP1917 Plans

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Grant Riemer	Grant Riemer	09/10/2020 03:07 PM
Kurt Ulrich	Kurt Ulrich	09/10/2020 03:22 PM
Form Started By: Bruce Westby		Started On: 09/10/2020 07:21 AM
Final Approval Date: 09/10/2020		

# CITY OF RAMSEY

## 5751 164TH LANE DRAINAGE IMPROVEMENTS

### CITY IMPROVEMENT PROJECT NO. 19-17

## GOVERNING SPECIFICATIONS

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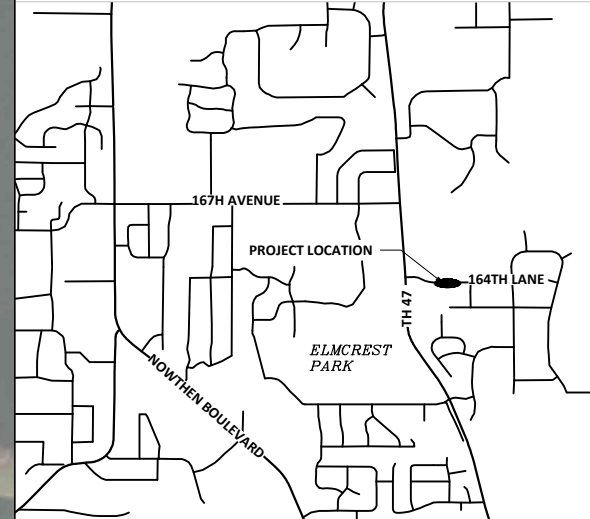
### SHEET INDEX

THIS PLAN CONTAINS 5 SHEETS

SHEET No.	DESCRIPTION
1	TITLE SHEET
2	STATEMENT OF ESTIMATED QUANTITIES
3	EXISTING CONDITIONS & REMOVALS
4	STORM SEWER & GRADING
5	PROFILE & DETAILS



### LOCATION MAP



### LEGEND

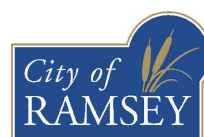
	LIGHT POLE		EASEMENT
	TREE		RIGHT OF WAY
	SHRUB		ELECTRIC
	SIGN		OVERHEAD ELECTRIC
	VALVE		GAS
	UTILITY PEDESTAL		TELECOMMUNICATIONS
	HAND HOLE		STORM SEWER
	REMOVE TREE		SANITARY SEWER
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	MANHOLE		SAWCUT PAVEMENT
	INLET PROTECTION		TREE LINE
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	VALVE		LANDSCAPING
			RETAINING WALL
			5' CONTOUR LINE
			1' CONTOUR LINE

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JOE FERIANCEK, P.E.  
 CITY OF RAMSEY

57095 DATE 6/20/20  
 LIC. NO.

DATE	REVISION



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

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[www.gopherstateonecall.org](http://www.gopherstateonecall.org)

**19-17 5751 164th Lane Drainage Improvements  
Estimated Quantities**

Notes	Item No.	MnDOT No.	Item	Unit	Estimated Quantity
	1	2021.501	Mobilization	LS	1
	2	2104.503	Remove Pipe Culvert	LF	24
1	3	2104.503	Sawing Bituminous Pavement	LF	99
1	4	2104.504	Remove Bituminous Pavement (Driveway)	SY	46
1	5	2104.504	Remove Bituminous Pavement (Street)	SY	58
2	6	2105.507	Common Excavation (EV)	CY	50
	7	2112.519	Subgrade Preparation	RDST	1
2	8	2211.507	Aggregate Base (CV); Class 5 Modified	CY	16
1	9	2232.504	Mill Bituminous Surface (2.0")	SY	18
3	10	2357.506	Bituminous Material for Tack Coat	GAL	8
4	11	2360.509	Type SP 9.5 Wearing Course Mixture (1.5")	TON	10
4	12	2360.509	Type SP 12.5 Non Wearing Course Mixture (2.0")	TON	7
	13	2501.502	15" CS Pipe Apron	EA	4
	14	2501.503	15" CS Pipe Culvert	LF	84
	15	2504.601	Irrigation System Repair	LS	1
5	16	2563.601	Traffic Control	LS	1
	17	2573.503	Silt Fence	LF	20
6	18	2574.507	Topsoil (LV)	CY	45
	19	2575.504	Sodding Type Lawn	SY	314

**PAY ITEM NOTES:**

1. REMOVAL LIMITS SHALL BE MARKED IN THE FIELD BY CITY STAFF.
2. EV TO CV CONVERSION FACTOR = 1.25.
3. ESTIMATED QUANTITY BASED ON APPLICATION RATE OF 0.07 GAL/SY.
4. ESTIMATED QUANTITY BASED ON APPLICATION RATE OF 110 LB/SY-IN.
5. LUMP SUM QUANTITY SHALL INCLUDE ALL COST REQUIRED FOR MAINTAINING FLAGGING OPERATIONS AS NECESSARY, MAINTAINING PEDESTRIAN ACCESS ROUTES, ANY SIGNAGE AND BARRICADES AS NECESSARY.
6. LV TO CV CONVERSION FACTOR = 1.30.

**GENERAL NOTES:**

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. IT IS NOT GUARANTEED ANY OR ALL EXISTING UTILITIES ARE SHOWN. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
2. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING IRRIGATION SYSTEMS WITHIN THE PROJECT CONSTRUCTION LIMITS BEFORE COMMENCING WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO IRRIGATION SYSTEMS.

DATE	REVISION

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

*[Signature]*  
Engineer  
Date 8/20/2020 Lic. No. 57095

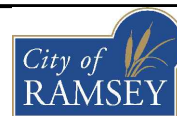
DESIGNED BY:  
JJF

DRAWN BY:  
JJF

CHECKED BY:  
JJF

DATE:  
6/20/20

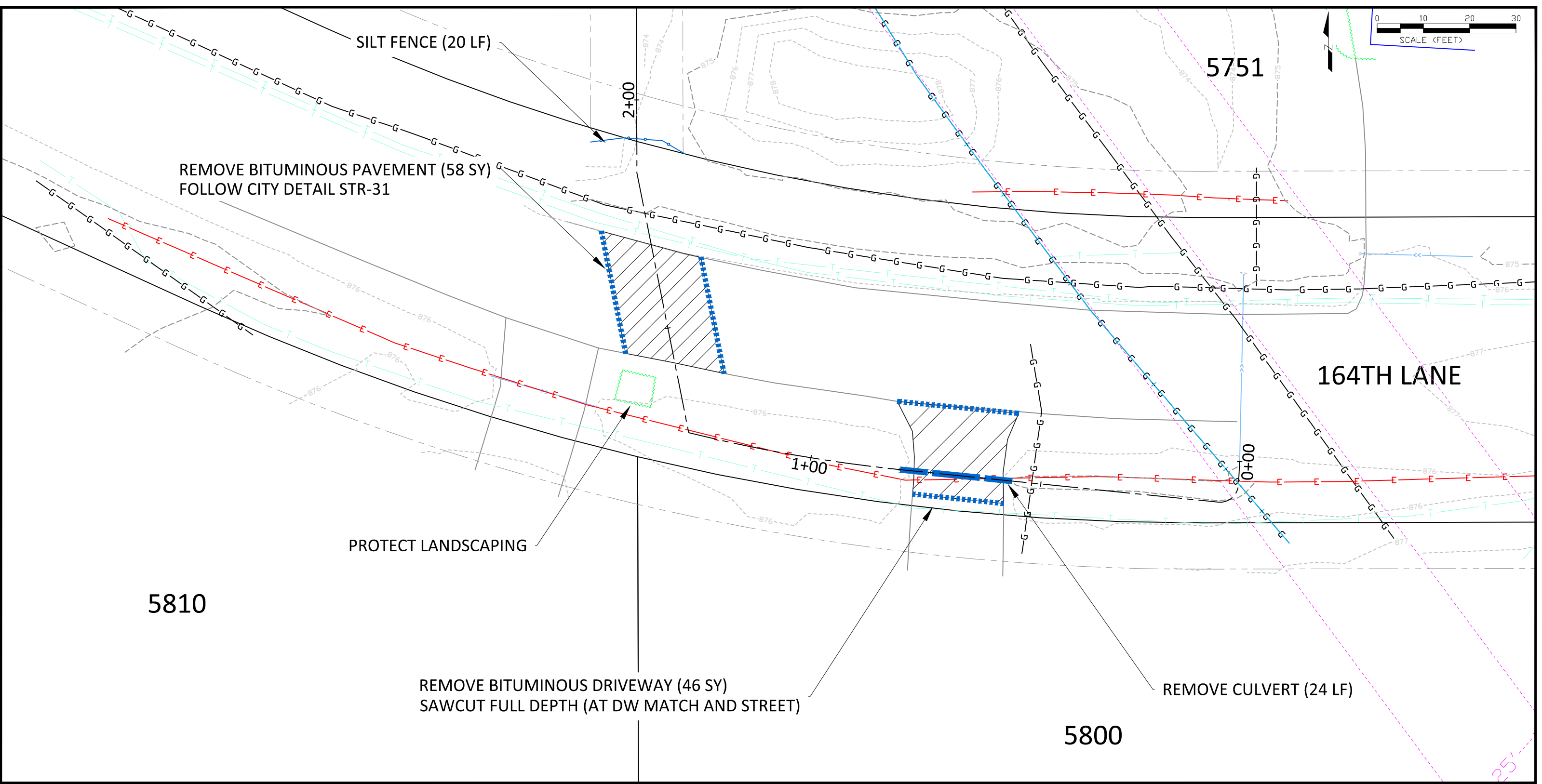
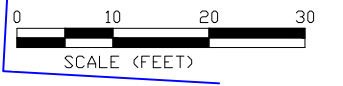
FILE No.  
19-17



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

**STATEMENT OF ESTIMATED QUANTITIES**

**5751 164TH LANE DRAINAGE IMPROVEMENTS  
CITY PROJECT NO. 19-17  
CITY OF RAMSEY, MINNESOTA**



**LEGEND**

- |   |                           |                         |
|---|---------------------------|-------------------------|
| --- EX. MAJOR CONTOUR                   | — G — GAS LINE            | ▨ EDGE OF PAVEMENT      |
| - - - EX. MINOR CONTOUR                 | — T — COMMUNICATIONS LINE | ▨ REMOVE BIT - STREET   |
| - · - D&U EASEMENT                      | — E — ELECTRIC LINE       | ▨ REMOVE BIT - DRIVEWAY |
| - · - · - NORTHERN NATURAL GAS EASEMENT | — B — BUILDING            | ▨ REMOVE CULVERT        |
| — LOT LINE                              | — L — LANDSCAPING         | ▨ SAWCUT - FULL DEPTH   |

**NOTE:**

1. POT HOLE NORTHERN NATURAL GAS LINE BEFORE GRADING ACTIVITIES, MIN. 36" COVER REQUIRED.
2. CONTRACTOR IS RESPONSIBLE FOR FIXING ANY DAMAGE TO EXISTING IRRIGATION SYSTEMS AND LANDSCAPING.
3. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. IT IS NOT GUARANTEED ANY OR ALL EXISTING UTILITIES ARE SHOWN. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

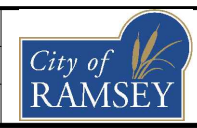
DATE	REVISION

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

*Joe Feriancek*  
 JOE FERIANCEK  
 Date 8/20/2020 Lic. No. 57095

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

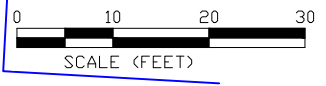
DATE: 8/20/20  
 FILE No. 19-17



CITY OF RAMSEY  
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EXISTING CONDITIONS & REMOVALS

5751 164TH LANE DRAINAGE IMPROVEMENTS  
 CITY PROJECT NO. 19-17  
 CITY OF RAMSEY, MINNESOTA



5751

NO EXCAVATION ALLOWED WITHIN 10' OF NORTHERN NATURAL GAS EASTERN PIPE. ONLY FILL ALLOWED WITHIN 10' OF PIPE.

PATCH BITUMINOUS PAVEMENT PER DETAIL (58 SY)  
 1.5" WEAR COURSE  
 2.0" NON WEAR COURSE  
 4.0" CLASS 5 AGGREGATE BASE

164TH LANE

5810

2" BITUMINOUS PAVEMENT (46 SY)  
 4" AGGREGATE BASE (46 SY)  
 MATCH EXISTING

5800

FES 4  
 STA 1+84.24  
 INV. 874.00

2+00

54' - 15" CMP @ 0.23%

FES 3  
 STA 1+29.97  
 INV. 874.13

1+00

FES 2  
 STA 0+83.49  
 INV. 874.24

30' - 15" CMP @ 0.20%

FES 1  
 STA 0+53.31  
 INV. 874.30

0+00

**LEGEND**

- EX. MAJOR CONTOUR
- - - EX. MINOR CONTOUR
- - - D&U EASEMENT
- - - NORTHERN NATURAL GAS EASEMENT
- LOT LINE
- PROPOSED MAJOR CONTOUR
- - - PROPOSED MINOR CONTOUR
- ▨ BITUMINOUS PAVEMENT - STREET
- ▨ BITUMINOUS PAVEMENT - DRIVEWAY
- ▬ PROPOSED CULVERT

**NOTE:**

1. RESTORE DISTURBED AREAS WITH 4" TOPSOIL AND SODDING TYPE LAWN.
2. ESTIMATED 50 CY OF EXCAVATION REQUIRED. ON-SITE TOPSOIL MAY BE SALVAGED, NOT INCLUDED IN EXCAVATION ESTIMATE. ESTIMATED 45 CY OF TOPSOIL REQUIRED BASED ON DISTURBED AREA OF 2,826 SF AND COMPACTION FACTOR OF 1.3.
3. CONTRACTOR IS RESPONSIBLE FOR FIXING ANY DAMAGE TO EXISTING IRRIGATION SYSTEMS.
4. CONTRACTOR IS RESPONSIBLE FOR FIXING ANY DAMAGE TO EXISTING LANDSCAPING.

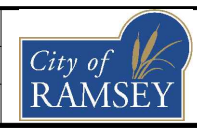
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 JJF  
 CHECKED BY:  
 JJF

DATE:  
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 FILE No.  
 19-17



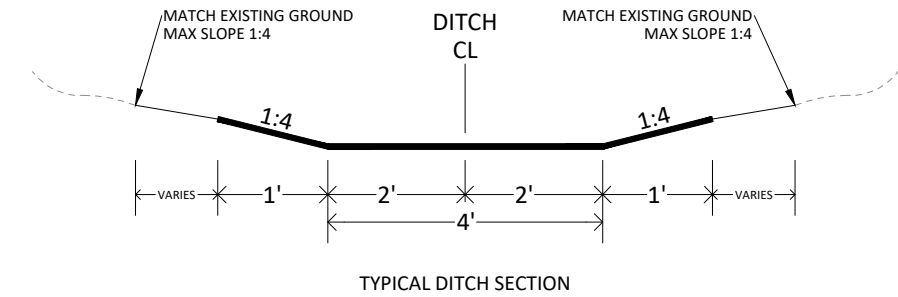
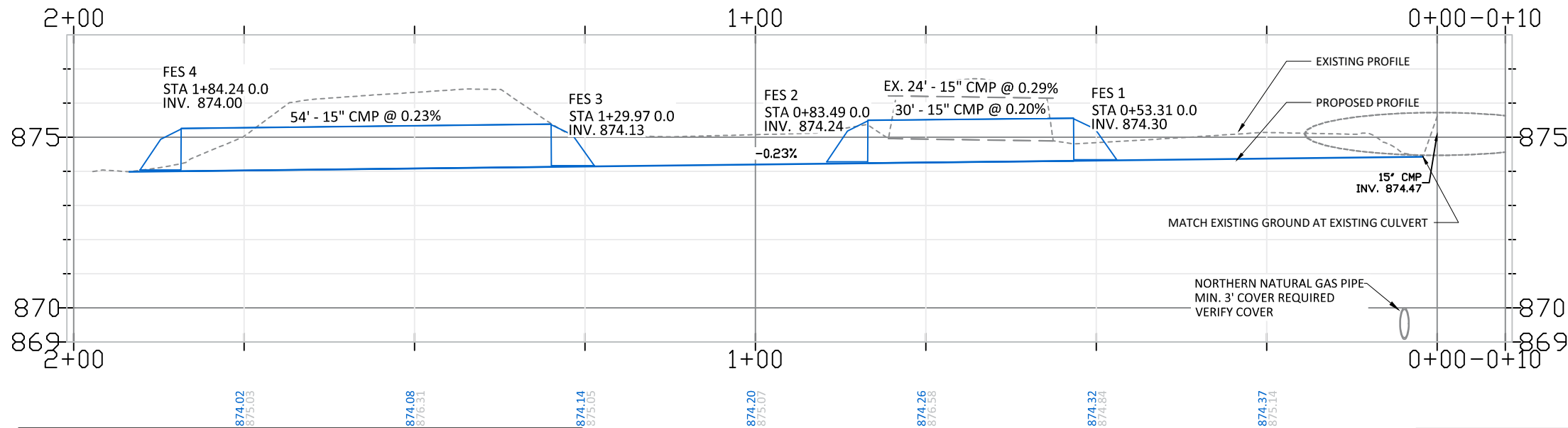
CITY OF RAMSEY  
 7550 SUNWOOD DRIVE  
 RAMSEY, MN 55303  
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STORM SEWER & GRADING

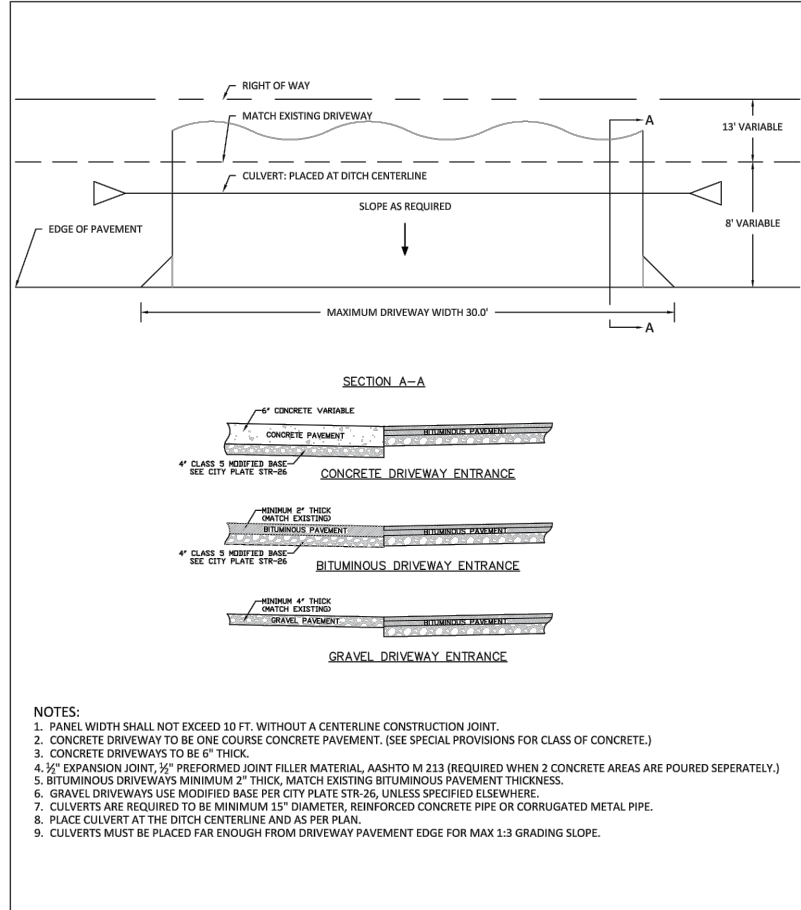
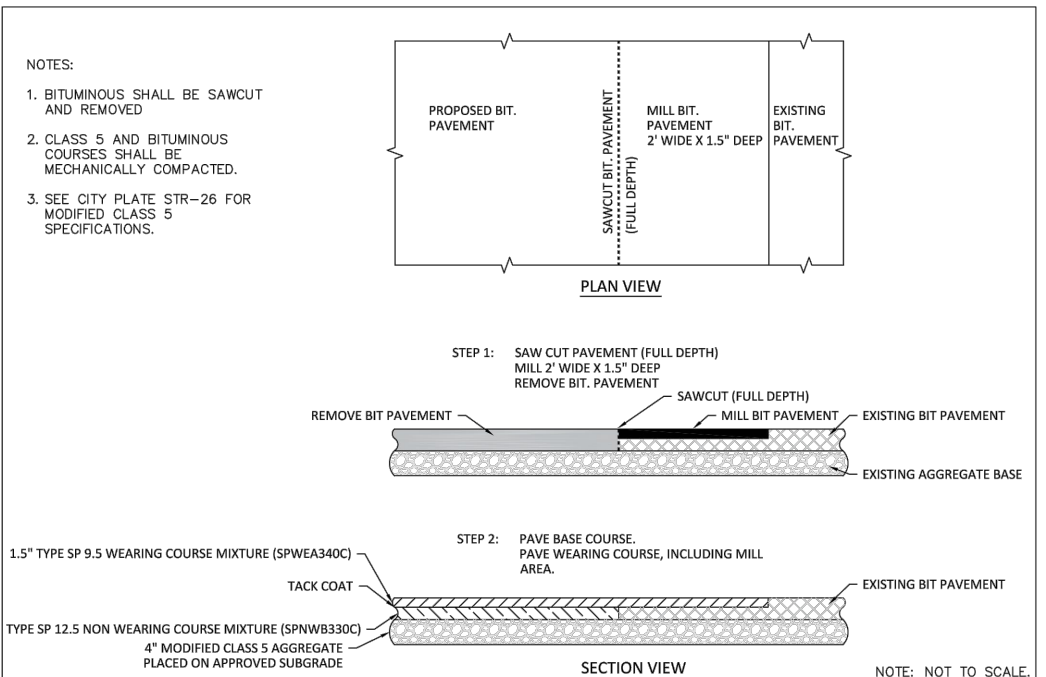
5751 164TH LANE DRAINAGE IMPROVEMENTS  
 CITY PROJECT NO. 19-17  
 CITY OF RAMSEY, MINNESOTA



Profile View of Proposed Ditch CL



- Notes:
1. INSTALLATION OF 4" OF TOPSOIL REQUIRED ACROSS ALL DISTURBED AREAS.
  2. TOPSOIL IS DEFINED AS BLACK DIRT COMPOSED OF UNCONSOLIDATED MATERIAL, LARGELY UNDECOMPOSED ORGANIC MATTER WHICH IS SUITABLE FOUNDATION FOR VEGETATIVE GROWTH.
  3. THE COMPOSITION OF TOPSOIL SHOULD CONTAIN NO MORE THAN THIRTY-FIVE PERCENT (35%) SAND CONTENT.



APPROVED: 7 - 2019

STANDARD DETAILS: TOPSOIL REQUIREMENTS

CITY PLATE No. ERO-6

APPROVED: 3 - 2017

CITY PLATE No. STR-31

STANDARD DETAILS: STREET TIE-IN

APPROVED: 2 - 2019

STANDARD DETAILS: RESIDENTIAL DRIVEWAY - URBAN SECTION

CITY PLATE No. STR-33

DATE	REVISION

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JOE FERIANECK  
Date 8/20/2020 Lic. No. 57095

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

DATE: 8/20/20  
FILE No. 19-17

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

PROFILE & DETAILS

5751 164TH LANE DRAINAGE IMPROVEMENTS  
CITY PROJECT NO. 19-17  
CITY OF RAMSEY, MINNESOTA

**Public Works Committee**

5. 4.

**Meeting Date:** 09/15/2020

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

**Title:**

Consider Recommendation to City Council Accepting Quotes and Awarding Contract for 9591 Inverness Lane Drainage Improvements, Improvement Project 20-08

**Purpose/Background:**

**Purpose:**

The purpose of this case is to consider a recommendation to City Council accepting quotes and awarding a construction contract for 9591 Inverness Lane Drainage Improvements, Improvement Project 20-08.

**Background:**

In December of 2015, the property owner at 9591 Inverness Lane first contacted Staff to inform us of some drainage concerns regarding the operation of the drainage ditch east of Jarvis Street on both sides of Inverness Lane, which has just been improved that summer as part of the Jarvis Street Reconstruction project. After numerous conversations with Elk River Staff, who led this street reconstruction project, and with Staff from Bolton & Menk, who designed the project, prepared plans and specifications, and inspected construction, some grading modifications were made as part of the project punch list work. Then on June 12, 2016, the property owner at 9591 Inverness Lane reached out again to let us know the ditch appeared to be flowing well and that his concerns had been addressed.

In early 2019, the property owner contacted Staff again to report that the swale traversing their back yard, which conveys stormwater runoff from several properties upstream, was full of water and was roughly 10 feet from the back of their house and encroaching under the rear edge of their deck. The property owner said it had never been this full of water before. That spring, Staff began working on plans to improve drainage in the ditch east of Jarvis Street, including collecting survey shots and investigating options for improving drainage in the ditch east of Jarvis Street to prevent water from backing up into the back yard of this property.

During late winter and early spring, snow and ice in the ditch prevents runoff from flowing properly, causing stormwater runoff to back up into the swale in the back yard of 9591 Inverness Lane. Staff confirmed the ditch to the south of Inverness does not have proper slope for drainage. Staff originally looked at re-grading the ditch east of Jarvis Street to the existing pond one lot south of Inverness Lane. Due to existing private utilities, poles, impacts to existing mature trees, and to avoid steep ditch side slopes, Staff determined piping the runoff through this stretch to be the more feasible approach.

This project proposes to remove the existing bituminous flumes and culvert under Inverness Lane and replace them with storm sewer pipe and catch basins. Storm sewer pipe will then be extended in City right-of-way east of Jarvis Street to the south edge of the property south of Inverness Lane, where it will tie into the existing ditch that routes runoff to an existing stormwater pond. Fill will be placed over the storm sewer pipe, and a shallow swale will be graded above the pipe to route runoff from the street and adjacent properties to the existing ditch and stormwater pond. Attached is a plan sheet showing the proposed improvements, which was reviewed with the property owner.

This project is proposed to be completed in 2020 and based on the current bid environment Staff anticipated receiving good quotes. Following Council approval, Requests for Quotes were submitted to three local contractors with a quote due date of September 10th. Only one contractor submitted a quote for the work. Staff estimated construction costs for this project at \$61,000 based on the final plans and specifications. The quote received from Dryden Excavating, Inc. is in the amount of \$53,058.77, which Staff believes is a very reasonable quote and should

be accepted, even if it is the only quote that was received.

**Timeframe:**

Staff estimates 5 to 10 minutes will be required for presentation and discussion of this case.

**Observations/Alternatives:**

**Observations:**

During the August Public Works Committee meeting, Staff was directed to check whether a culvert could be constructed under Jarvis Street to direct stormwater runoff to the west side of Jarvis Street. Staff reviewed this option and found that project costs would higher to construct a culvert under Jarvis Street. Staff will provide more details on this during the meeting.

On September 22nd Staff intends to request that the City Council accept the quote and award a construction contract.

**Alternatives:**

Alternative #1: Motion to recommend that the City Council accept the quote and award a construction contract for 9591 Inverness Lane Drainage Improvements, Improvement Project 20-08, to Dryden Excavating, Inc., in the amount of \$53,058.77.

Alternative #2: Motion of other.

**Funding Source:**

Construction staking is proposed to be provided by Bolton & Menk at a cost not-to-exceed \$1,600.

All project costs are proposed to be split evenly between the Stormwater Management and Stormwater Utility Funds, both of which have sufficient funds to cover the costs.

**Recommendation:**

Staff recommends alternative #1.

**Action:**

Motion to recommend that the City Council accept the quote and award a construction contract for 9591 Inverness Lane Drainage Improvements, Improvement Project 20-08, to Dryden Excavating, Inc., in the amount of \$53,058.77.

---

**Attachments**

IP2008 Plans

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**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Grant Riemer	Grant Riemer	09/10/2020 03:37 PM
Kurt Ulrich	Kurt Ulrich	09/10/2020 03:46 PM
Form Started By: Bruce Westby		Started On: 09/10/2020 07:21 AM
Final Approval Date: 09/10/2020		

# CITY OF RAMSEY

## 9591 INVERNESS LANE DRAINAGE IMPROVEMENTS

### CITY IMPROVEMENT PROJECT NO. 20-08

## GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND ORDINANCES SHALL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.

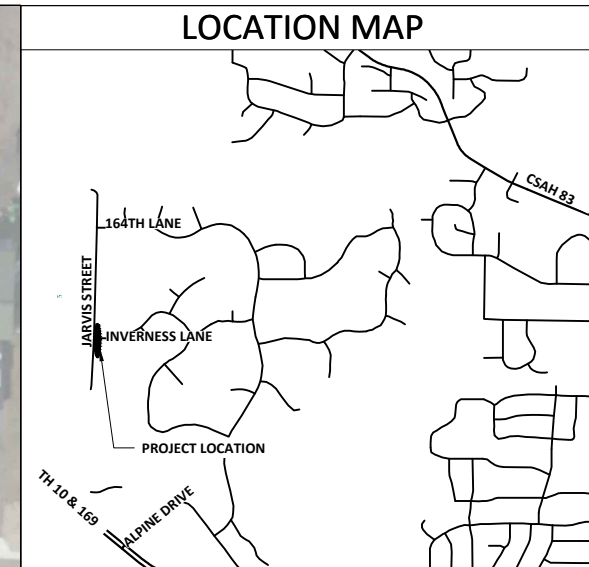
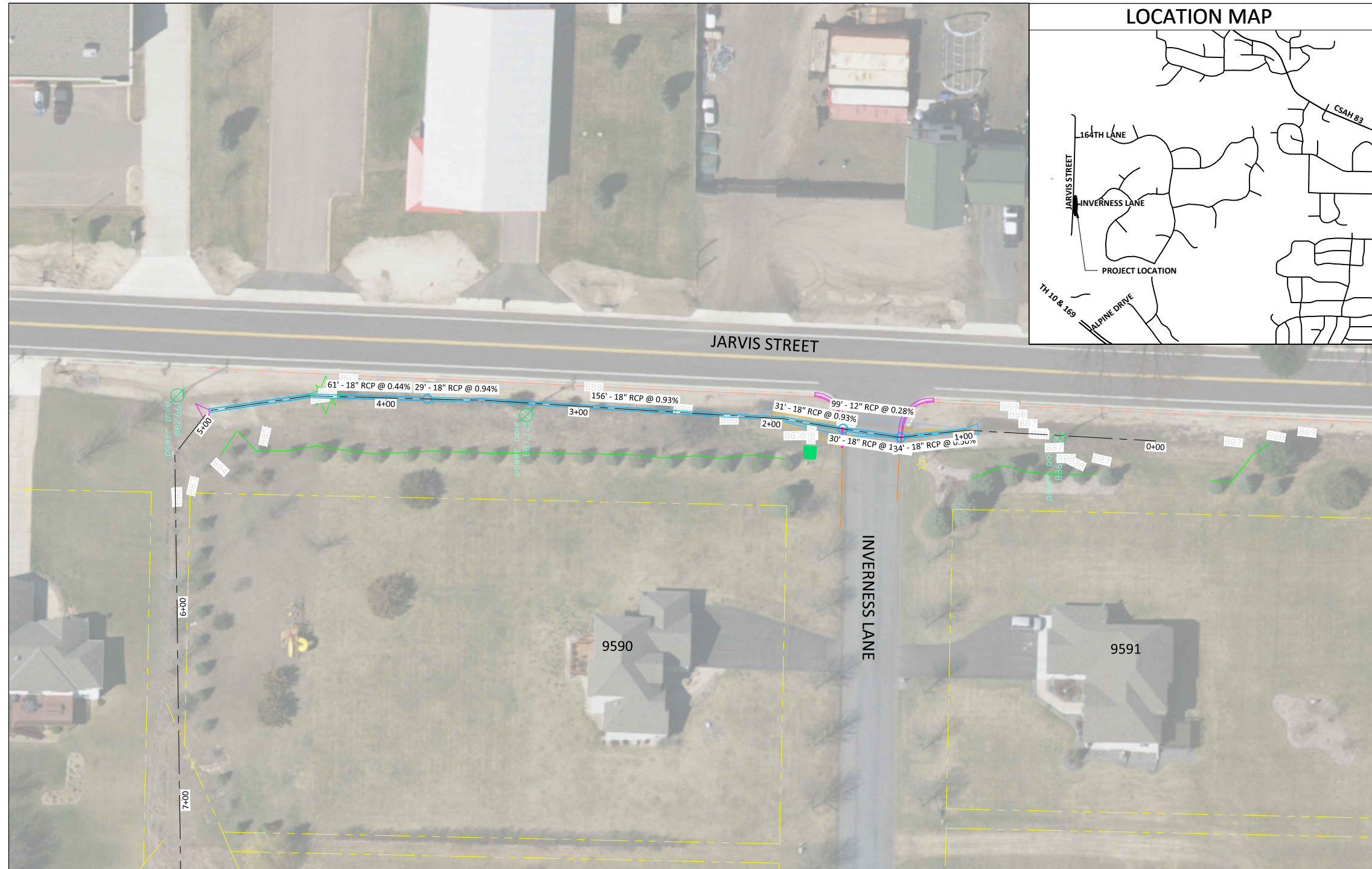
ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

### SHEET INDEX

THIS PLAN CONTAINS 7 SHEETS

SHEET No.	DESCRIPTION
-----------	-------------

1	TITLE SHEET
2	STATEMENT OF ESTIMATED QUANTITIES / NOTES
3	DETAILS
4	EXISTING CONDITIONS & REMOVALS
5	STORM SEWER AND GRADING
6	RESTORATION
7	CROSS SECTIONS



### LEGEND

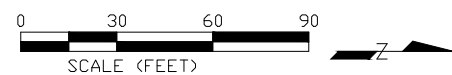
	LIGHT POLE		EASEMENT
	TREE		RIGHT OF WAY
	SHRUB		ELECTRIC
	SIGN		OVERHEAD ELECTRIC
	VALVE		GAS
	UTILITY PEDESTAL		TELECOMMUNICATIONS
	HAND HOLE		STORM SEWER
	REMOVE TREE		SANITARY SEWER
	3'X2' CATCH BASIN		WATERMAIN
	MANHOLE		SAWCUT PAVEMENT
	INLET PROTECTION		TREE LINE
	HYDRANT		FENCE
	VALVE		LANDSCAPING
			RETAINING WALL
			5' CONTOUR LINE
			1' CONTOUR LINE

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

*Joe Feriancek*  
 JOE FERIANCEK, P.E.  
 CITY OF RAMSEY

57095 DATE 8/21/20  
 LIC. NO.

DATE	REVISION



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

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY GOPHER STATE ONE CALL 1-800-252-1166 OR 651-454-0002



Call before you dig  
 811  
 651 454-0002 Metro  
 800 252-1166 Outstate  
[www.gopherstateonecall.org](http://www.gopherstateonecall.org)

**20-08 9591 Inverness Lane Drainage Improvements  
Estimated Quantities**

Notes	Item No.	MnDOT No.	Item	Unit	Estimated Quantity
	1	2021.501	Mobilization	LS	1
1	2	2101.524	Clearing & Grubbing Tree	TREE	1
	3	2104.502	Remove Bituminous Flume	EA	2
	4	2104.502	Remove Pipe Apron	EA	2
1	5	2104.503	Sawing Bituminous Pavement	LF	88
1	6	2104.503	Remove Concrete Curb & Gutter	LF	21
	7	2104.503	Remove Sewer Pipe (Storm)	LF	99
1	8	2104.504	Remove Bituminous Pavement	SY	105
	9	2105.504	Geotextile Fabric Type IV	SY	26
2	10	2105.507	Common Excavation (EV)	CY	220
	11	2112.519	Subgrade Preparatin	RDST	1
2	12	2211.507	Aggregate Base (CV); Class 5 Modified	CY	15
1	13	2232.504	Mill Bituminous Surface (2.0")	SY	20
3	14	2357.506	Bituminous Material for Tack Coat	GAL	7
4	15	2360.509	Type SP 9.5 Wearing Course Mixture (1.5")	TON	8
4	16	2360.509	Type SP 12.5 Non Wearing Course Mixture (2.0")	TON	11
	17	2501.502	18" CS Pipe Apron	EA	2
	18	2501.602	Safety Grate for 18" CS Apron	EA	2
	19	2503.503	18" RC Pipe Sewer Design 3006	LF	30
	20	2503.503	18" HDPE Pipe Sewer	LF	364
	21	2504.601	Irrigation System Repair	LS	1
	22	2506.502	F&I Casting Assembly (Storm)	EA	3
	23	2506.503	Construct Drainage Structure Design 48-4020	LF	11.9
	24	2511.507	Random RipRap Class III	CY	9
	25	2531.503	Concrete Curb & Gutter Design B618	LF	70
5	26	2563.601	Traffic Control	LS	1
	27	2573.503	Silt Fence	LF	15
3	28	2574.507	Topsoil (LV)	CY	180
7	29	2574.508	Fertilizer Type III	LBS	30
8	30	2575.502	Seed Mixture 25-151	LBS	35
	31	2575.505	Hydroseeding	ACRE	0.26
9	32	2575.508	Hydraulic Mulch Matrix	LBS	1,040

**PAY ITEM NOTES:**

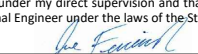
1. REMOVAL LIMITS SHALL BE MARKED IN THE FIELD BY CITY STAFF.
2. EV TO CV CONVERSION FACTOR = 1.25.
3. ESTIMATED QUANTITY BASED ON APPLICATION RATE OF 0.07 GAL/SY.
4. ESTIMATED QUANTITY BASED ON APPLICATION RATE OF 110 LB/SY-IN.
5. LUMP SUM QUANTITY SHALL INCLUDE ALL COST REQUIRED FOR MAINTAINING FLAGGING OPERATIONS AS NECESSARY, MAINTAINING PEDESTRIAN ACCESS ROUTES, ANY SIGNAGE AND BARRICADES AS NECESSARY.
6. LV TO CV CONVERSION FACTOR = 1.30.
7. ESTIMATED QUANTITY BASED ON 100 LB/ACRE.
8. ESTIMATED QUANTITY BASED ON 120 LB/ACRE.
9. ESTIMATED QUANTITY BASED ON 4000 LB/ACRE.

**GENERAL NOTES:**

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. IT IS NOT GUARANTEED ANY OR ALL EXISTING UTILITIES ARE SHOWN. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. HE AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
2. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING IRRIGATION SYSTEMS WITHIN THE PROJECT CONSTRUCTION LIMITS BEFORE COMMENCING WORK. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE TO IRRIGATION SYSTEMS.
3. PERMANENT SIGN REMOVAL AND INSTALLATION IS TO BE PERFORMED BY CITY OF RAMSEY PUBLIC WORKS DEPARTMENT.

DATE	REVISION

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**JOE FERIANCEK**  
 Date 8/21/2020 Lic. No. 57095

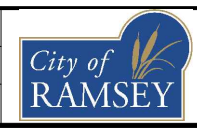
DESIGNED BY:  
JJF

DRAWN BY:  
JJF

CHECKED BY:  
LLL

DATE:  
8/21/20

FILE No.  
20-08



**CITY OF RAMSEY**  
 7550 SUNWOOD DRIVE  
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**STATEMENT OF ESTIMATED QUANTITIES**

**9591 INVERNESS LANE DRAINAGE IMPROVEMENTS**  
**CITY PROJECT NO. 20-08**  
 CITY OF RAMSEY, MINNESOTA

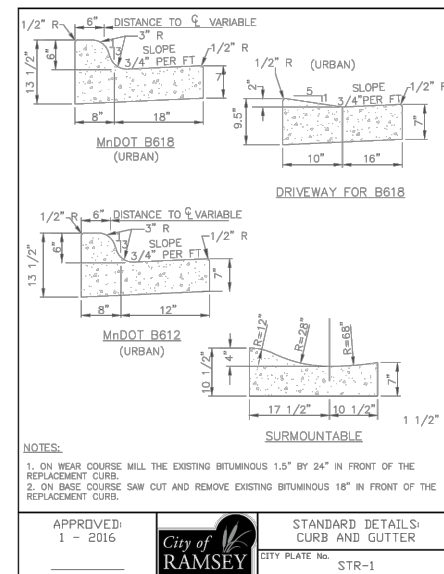
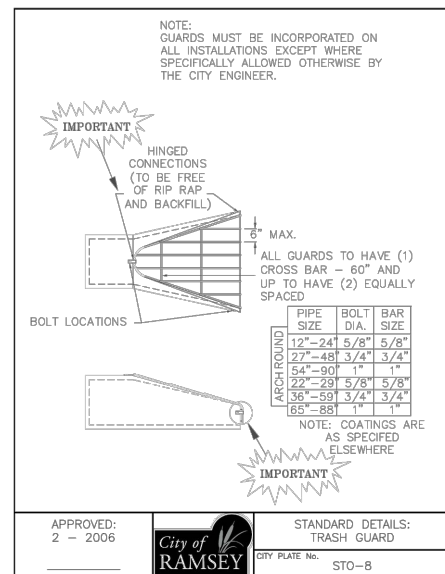
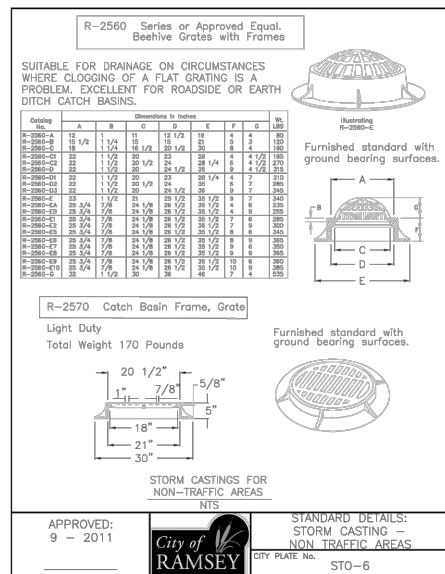
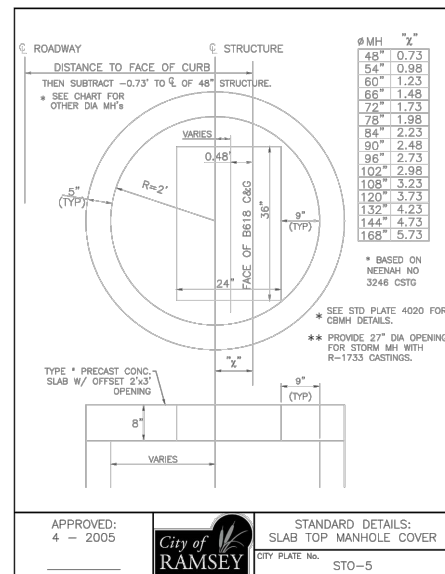
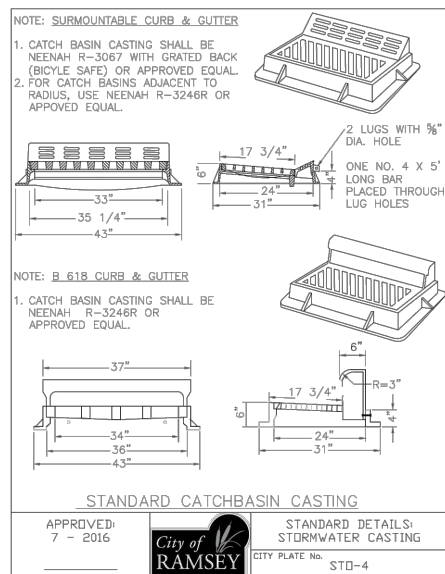
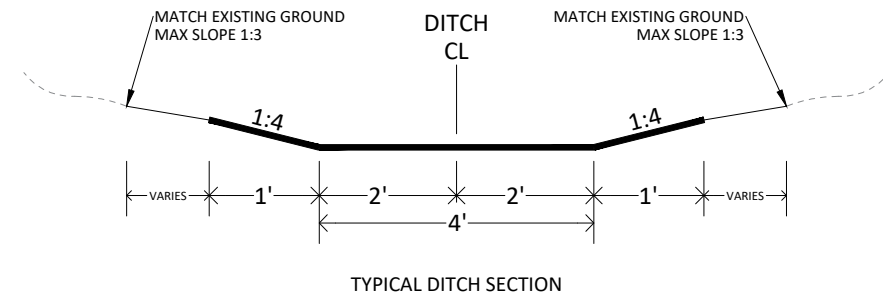
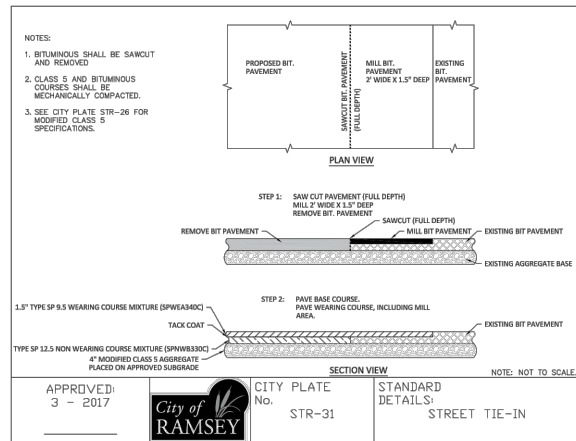


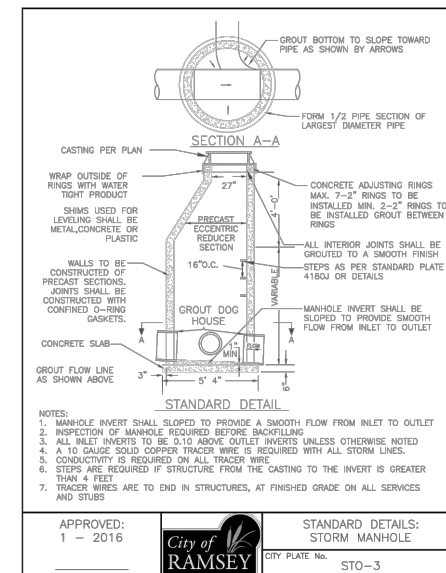
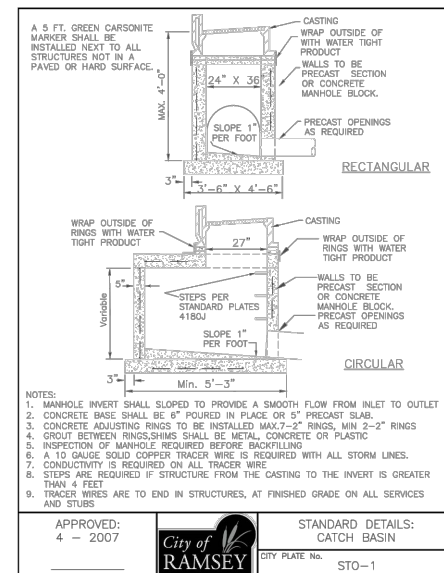
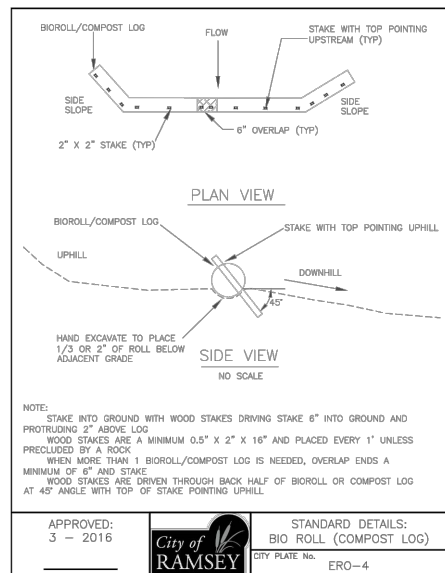
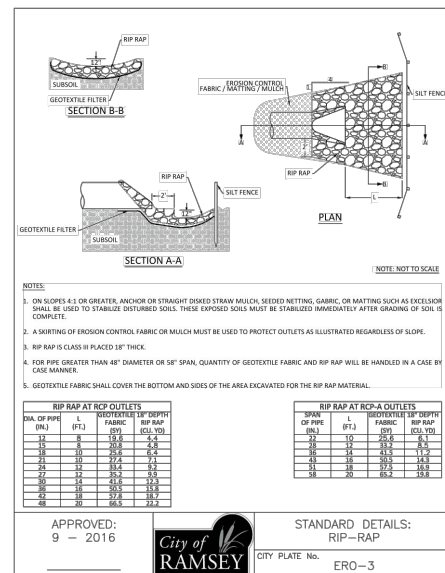
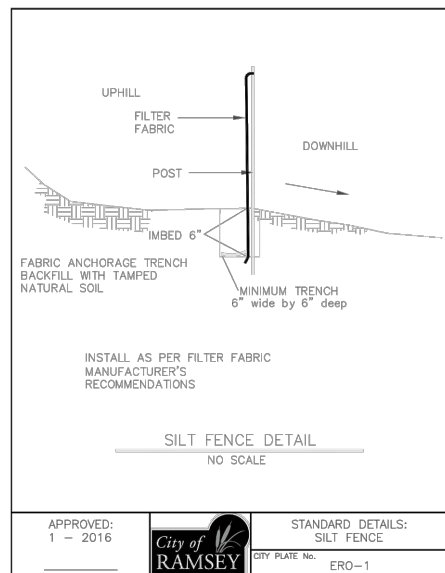
TABLE A  
 MODIFIED CLASS 5  
 SPECIFICATIONS

% PASSING

1"	100
3/4"	90 - 100
3/8"	50 - 80
No.4	35 - 70
No.10	20 - 60
No.40	10 - 35
No.200	5 - 10

NOTES:  
 1. THE AGGREGATE BASE CONSTRUCTION WILL BE ACCEPTED FOR PAYMENT IN ACCORDANCE WITH THE PROVISIONS IN TABLE A.  
 2. IF THE AGGREGATE BASE FAILS TO MEET THE REQUIREMENTS OF TABLE A THE MATERIAL CAN BE CORRECTED IN PLACE OR REMOVED AND REPLACED WITH MATERIAL THAT MEETS THE REQUIREMENTS OF TABLE A.  
 3. IN THE EVENT THAT RECYCLED MATERIAL IS USED IT MUST MEET MINDOT REQUIREMENTS FOR RECYCLED BASE.

APPROVED: 2 - 2003  
 City of RAMSEY  
 CITY PLATE No. STR-26  
 STANDARD DETAILS: MODIFIED CLASS 5 SPECIFICATIONS



DATE	REVISION

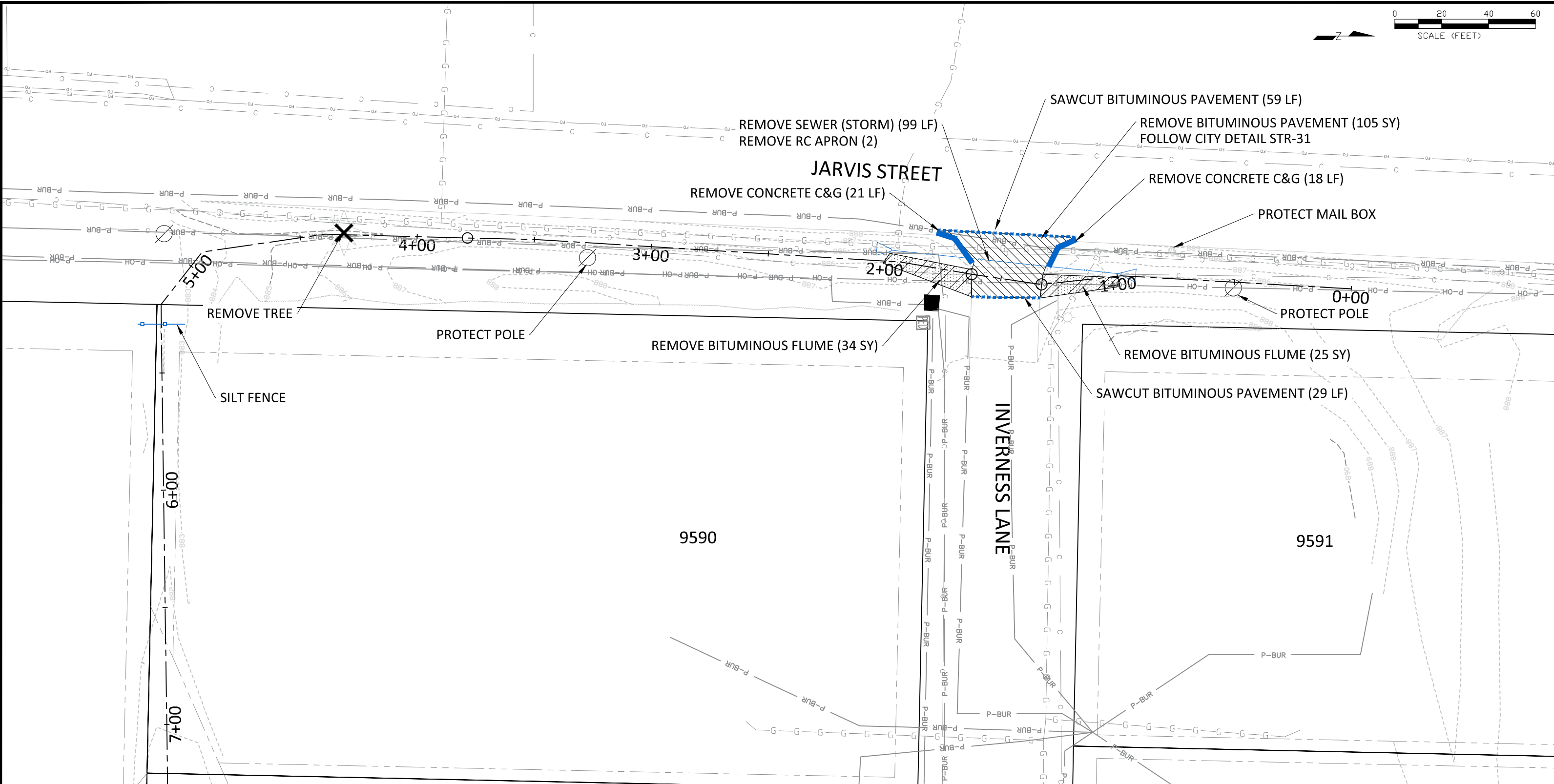
I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

JOE FERNANDEZ  
 Date 8/21/2020 Lic. No. 57095

DESIGNED BY: JFF  
 DRAWN BY: JFF  
 CHECKED BY: LLL

DATE: 8/21/20  
 FILE No. 20-08

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



**LEGEND**

- |           |                   |         |                     |   |                     |
|-----------|-------------------|---------|---------------------|---|---------------------|
| ---       | EX. MAJOR CONTOUR | — G —   | GAS LINE            | ▨ | EDGE OF PAVEMENT    |
| - - -     | EX. MINOR CONTOUR | — C —   | COMMUNICATIONS LINE | ▨ | REMOVE BIT - STREET |
| - · - · - | D&U EASEMENT      | -P BUR- | POWER - BURIED      | ▨ | REMOVE BIT - FLUME  |
| —         | LOT LINE          | -P OH-  | POWER - OVERHEAD    | — | REMOVE STORM SEWER  |
|           |                   | — F —   | FIBER OPTIC         | — | SAWCUT - FULL DEPTH |

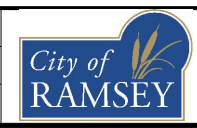
- NOTE:**
1. CONTRACTOR IS RESPONSIBLE FOR FIXING ANY DAMAGE TO EXISTING IRRIGATION SYSTEMS AND LANDSCAPING.
  2. CONTRACTOR IS RESPONSIBLE FOR PROTECTING UTILITY POLES DURING CONSTRUCTION.

DATE	REVISION

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*Joe Feriancek*  
**JOE FERIANCEK**  
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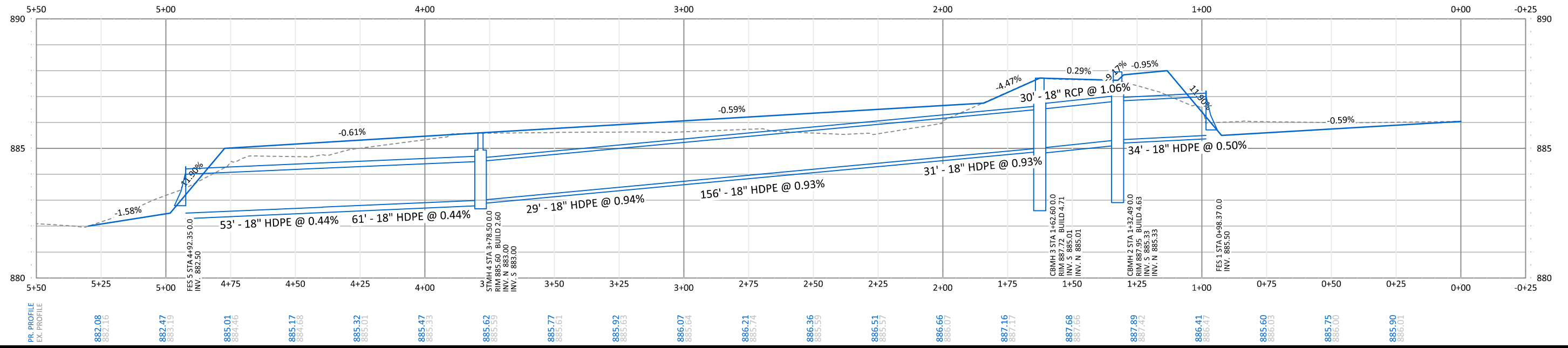
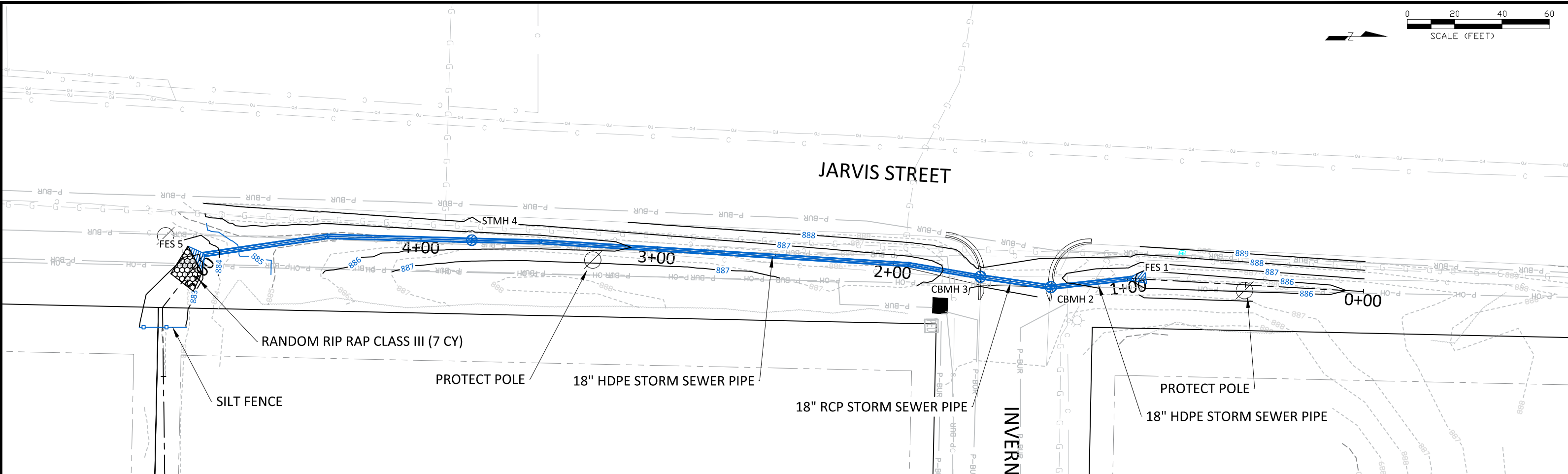
DESIGNED BY: JJF	DATE: 8/21/20
DRAWN BY: JJF	FILE No. 20-08
CHECKED BY: LLL	



**CITY OF RAMSEY**  
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**EXISTING CONDITIONS & REMOVALS**

**9591 INVERNESS LANE DRAINAGE IMPROVEMENTS**  
 CITY PROJECT NO. 20-08  
 CITY OF RAMSEY, MINNESOTA



**LEGEND**

- — — — — EX. MAJOR CONTOUR
- - - - - EX. MINOR CONTOUR
- - - - - D&U EASEMENT
- — — — — LOT LINE
- PROPOSED MAJOR CONTOUR
- PROPOSED MINOR CONTOUR
- PROPOSED STORM SEWER
- ○ ○ ○ ○ PROPOSED STORM SEWER STRUCTURES
- □ □ □ □ PROPOSED SILT FENCE
- ◻ ◻ ◻ ◻ ◻ PROPOSED RIP RAP

**NOTE:**

1. PIPE LENGTHS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE. LENGTH OF FLARED END SECTIONS NOT INCLUDED IN PIPE LENGTH.
2. HDPE STORM SEWER PIPE IS TO FOLLOW THE PROPOSED ALIGNMENT, ALIGNMENT INCLUDES DEFLECTION CBMH 3 TO FES 5.
3. TRACER WIRE MUST BE INSTALLED WITH ALL STORM SEWER PIPE.

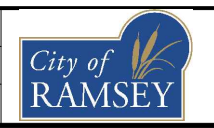
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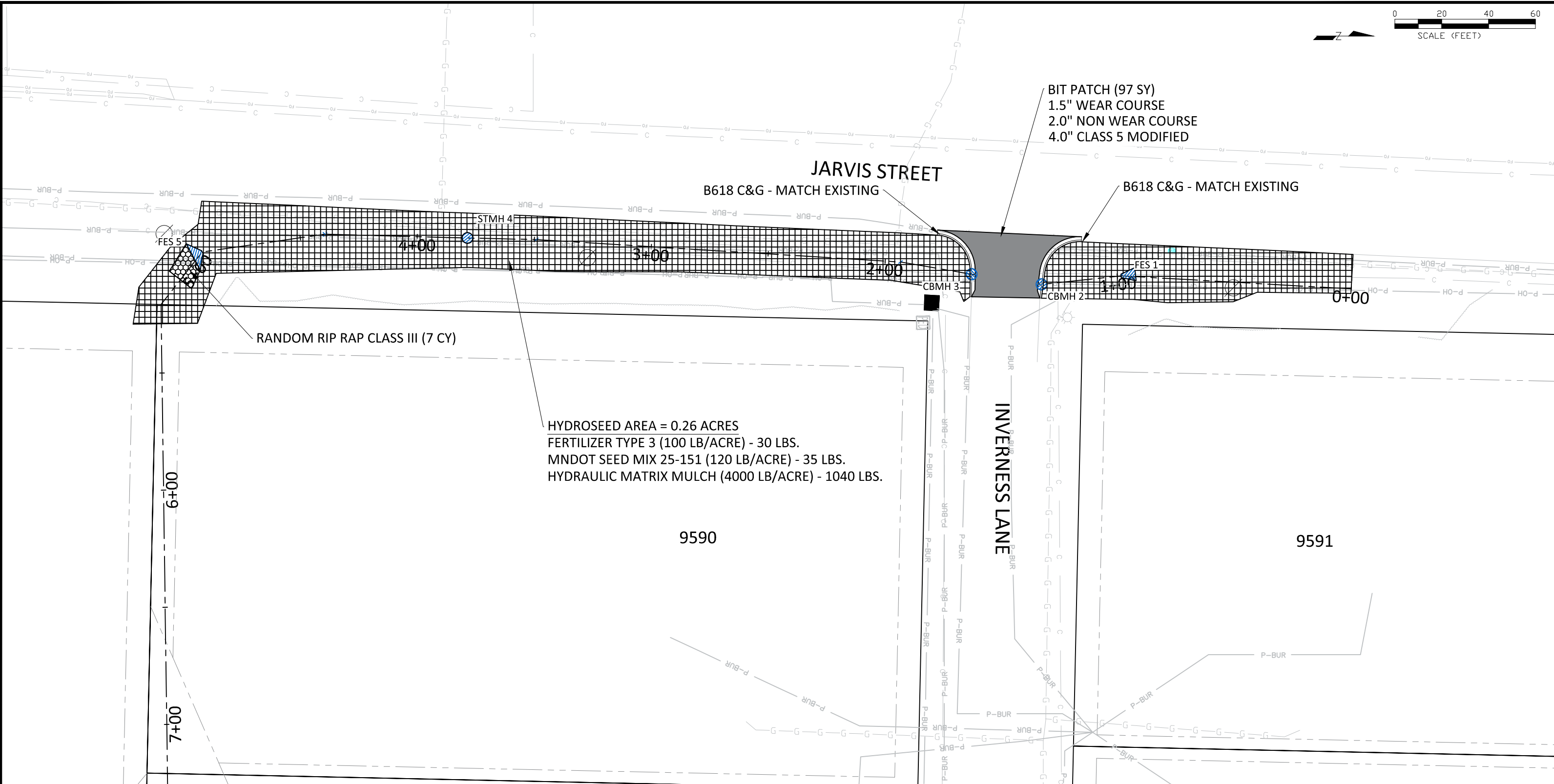
DATE: 8/21/20  
 FILE No: 20-08



**CITY OF RAMSEY**  
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**STORM SEWER & GRADING**

**9591 INVERNESS LANE DRAINAGE IMPROVEMENTS**  
 CITY PROJECT NO. 20-08  
 CITY OF RAMSEY, MINNESOTA



RANDOM RIP RAP CLASS III (7 CY)

HYDROSEED AREA = 0.26 ACRES  
 FERTILIZER TYPE 3 (100 LB/ACRE) - 30 LBS.  
 MNDOT SEED MIX 25-151 (120 LB/ACRE) - 35 LBS.  
 HYDRAULIC MATRIX MULCH (4000 LB/ACRE) - 1040 LBS.

BIT PATCH (97 SY)  
 1.5" WEAR COURSE  
 2.0" NON WEAR COURSE  
 4.0" CLASS 5 MODIFIED

**LEGEND**

- |         |                   |     |  |
|---------|-------------------|-----|--|
| ---     | EX. MAJOR CONTOUR | --- | PROPOSED MAJOR CONTOUR                   |
| - - -   | EX. MINOR CONTOUR | --- | PROPOSED MINOR CONTOUR                   |
| - - - - | D&U EASEMENT      | ■   | BITUMINOUS PAVEMENT - STREET             |
| ---     | LOT LINE          | ▨   | RESTORATION AREA (4" TOPSOIL, HYDROSEED) |
|         |                   | ▨   | RANDOM RIP RAP CLASS III                 |

**NOTE:**

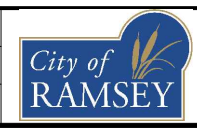
1. RESTORE DISTURBED AREAS WITH 4" TOPSOIL AND HYDROSEED.
2. ESTIMATED 220 CY OF EXCAVATION REQUIRED. ON-SITE TOPSOIL MAY BE SALVAGED. ESTIMATED 180 CY OF TOPSOIL REQUIRED BASED ON DISTURBED AREA OF 1242 SY AND COMPACTION FACTOR OF 1.3.
3. INVERNESS LANE BOC RADII IS 15'.
4. CONTRACTOR IS RESPONSIBLE FOR FIXING ANY DAMAGE TO EXISTING IRRIGATION SYSTEMS.
5. CONTRACTOR IS RESPONSIBLE FOR FIXING ANY DAMAGE TO EXISTING LANDSCAPING.

DATE	REVISION

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 JOE FERIANCEK  
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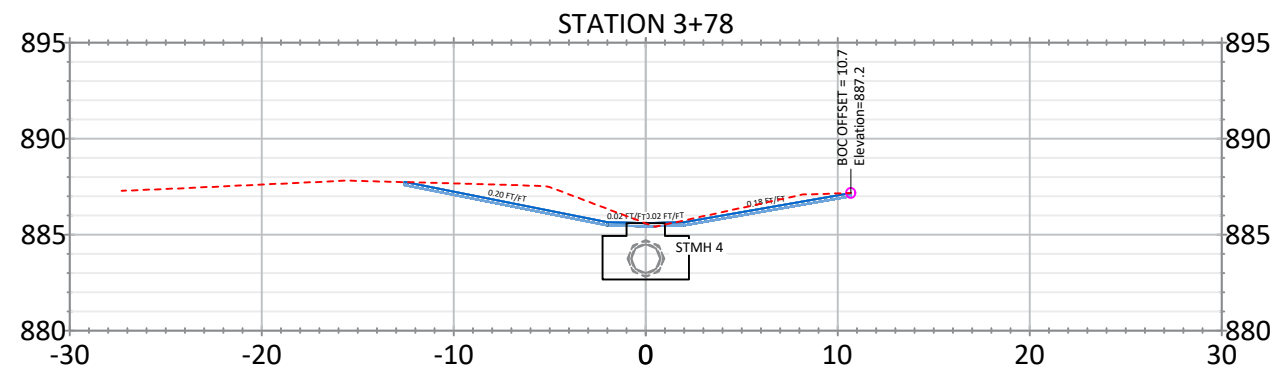
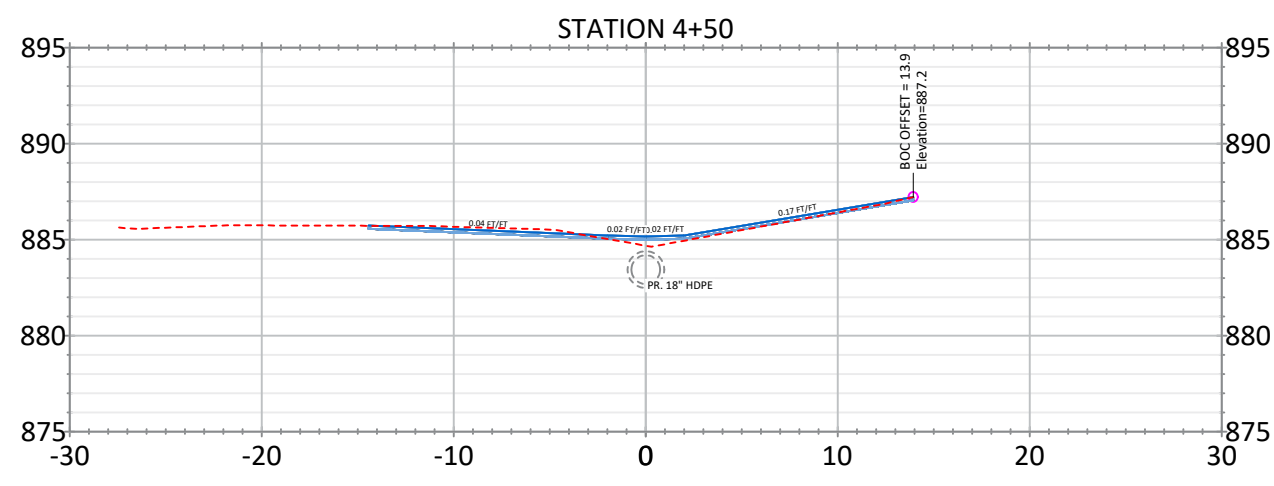
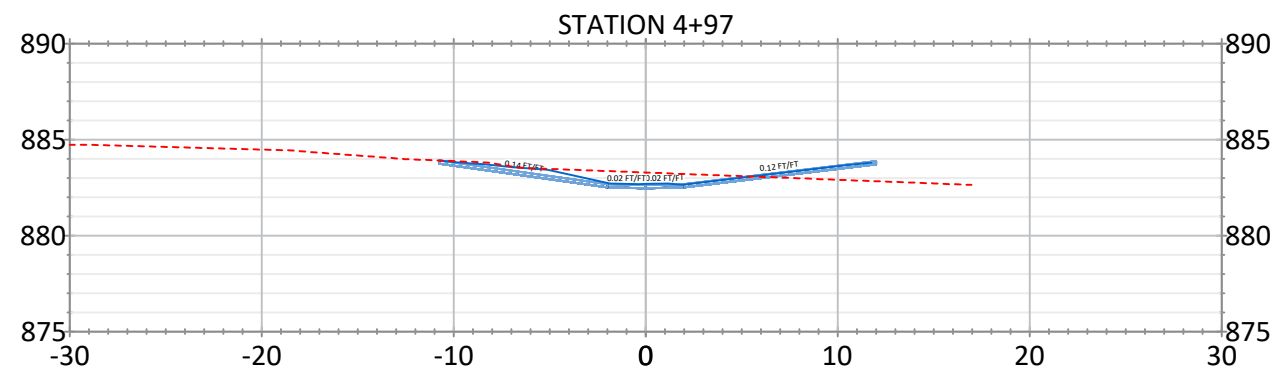
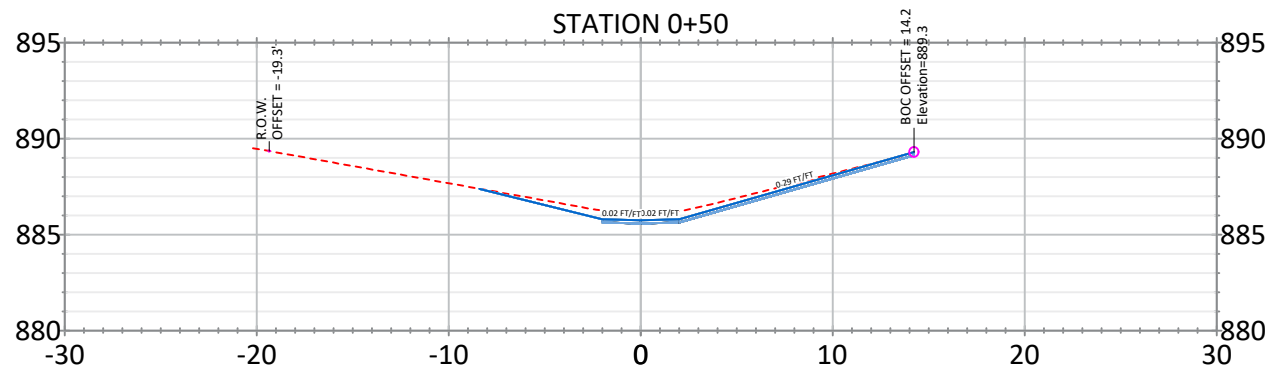
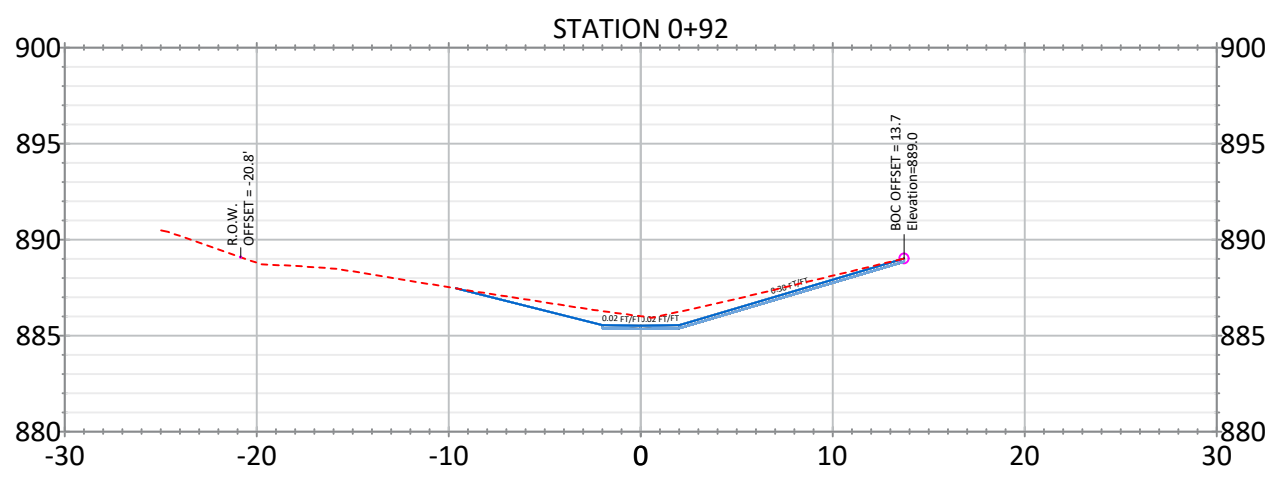
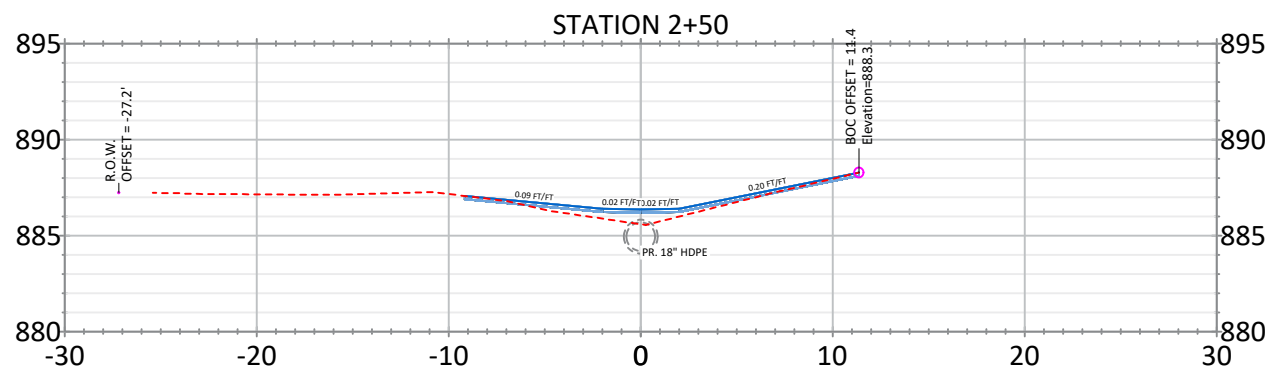
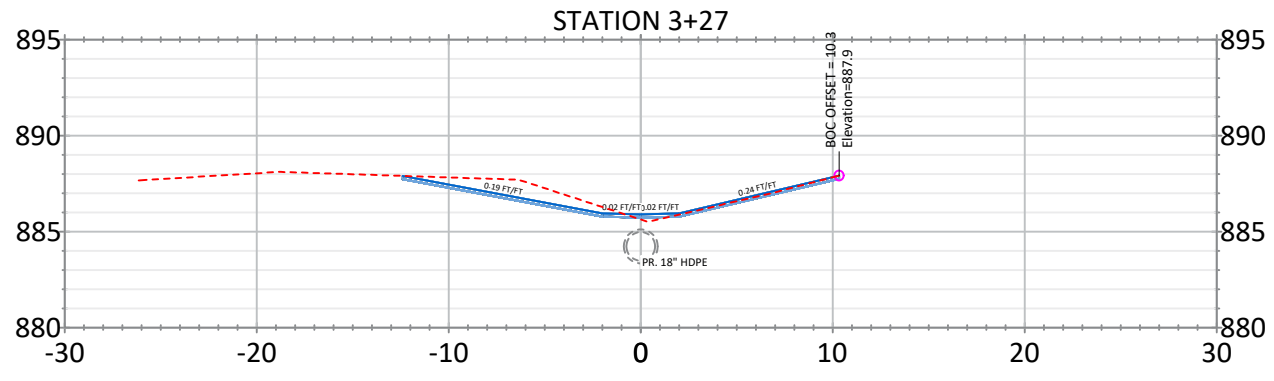
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RESTORATION

9591 INVERNESS LANE DRAINAGE IMPROVEMENTS  
 CITY PROJECT NO. 20-08  
 CITY OF RAMSEY, MINNESOTA



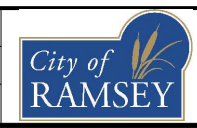
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*Joe Feriancek*  
JOE FERIANCEK  
Date 8/21/2020 Lic. No. 57095

DESIGNED BY:  
JJF  
DRAWN BY:  
JJF  
CHECKED BY:  
LLL

DATE:  
8/21/20  
FILE NO:  
20-08



CITY OF RAMSEY  
7550 SUNWOOD DRIVE  
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CROSS SECTIONS

9591 INVERNESS LANE DRAINAGE IMPROVEMENTS  
CITY PROJECT NO. 20-08  
CITY OF RAMSEY, MINNESOTA

## Public Works Committee

6. 1.

Meeting Date: 09/15/2020

By: Bruce Westby, Engineering/Public  
Works

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### Title:

Receive Staff Updates on Improvement Projects, Studies and Items of Interest

### Purpose/Background:

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

### City Improvement Projects

- **The COR Regional Infiltration Basin (#18-09)**
  - Change Orders are still being evaluated to address excess topsoil removal / backfill and muskrat protection improvements
  - LRRWMO Permit expires September 30, 2020
  - All improvements are operating as planned
  - Punch list work is underway and final payment anticipated October 2020
- **Ford Brook Estates Street Reconstructions (#19-01)**
  - Punch list work is underway and final payment anticipated October 2020
- **Wood Pond Hills and Chestnut Ridge Street Reconstructions (#19-03)**
  - Punch list work is underway and final payment anticipated September 2020
- **RTC 9th Addition Pond Lining Improvements (#19-06)**
  - Final payment anticipated September 2020
- **Wetland 114P Outlet Control Improvements (#19-07)**
  - Work requested by DNR
  - Construction proposed for 2021
- **Hedgehog Street Drainage Improvements (#19-10)**
  - Final payment anticipated September 2020
- **Variolite Street Reconstruction (#20-01)**
  - Dewatering and sanitary sewer construction will be completed next week
  - Watermain construction nearly complete
  - Pavement reclamation of entire corridor will begin next week
- **Municipal Plaza Park Fill (#20-10)**
  - Work is complete and final payment anticipated September 2020
  - Sand volume = 8,944 cubic yards; EDA to fund 944 CY (\$4,663.36)
- **Reclamite Pavement Rejuvenator Pilot Project (NEW)**
  - Alternate to sealcoat improvements
  - Pilot project completed on Ute St. (Alpine Dr. - 154<sup>th</sup> Ln.) on 7/16/20
  - Staff continues to evaluate performance and is considering 2021 project

### 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)
  - Anoka County and City of Ramsey share is \$150,000 each (per \$1.5M est.)
  - Construction proposed for 2022, pending City and County approvals
- **CSAH 116 & TH 47 Intersection Improvements**
  - Constructing additional turn lanes to improve congestion and safety in 2021

- Staff will provide a comprehensive update on this project in Oct. or Nov.

### **MnDOT Improvement Projects**

- **US 10 / 169 & Ferry Street / TH 47 Interchange**
  - Proposed for construction 2022 - 2024
- **Ferry Street / Trunk Highway 47 Grade Separation @ BNSF Rail Crossing**
  - Proposed for construction 2022 - 2024
  - Preliminary design on hold
  - MnDOT exploring realignment of Highway 47 to remove S-curve
  - Requires relocation of Alter Recycling...still in discussions
- **Rum River Bridge Replacement**
  - MnDOT requested funding to replace bridge in 2022 - 2024
  - Proposing three lanes between Highway 47 and 7th Street

### **Studies & Items of Interest**

- **NW Metro Surface Water Supply Feasibility Study**
  - Member cities include Corcoran, Dayton, Ramsey and Rogers
  - MCES is funding 100% using Clean Water Funds
  - Final study completion anticipated September/October 2020
- **City of Ramsey Centralized Water Treatment Facility Study**
  - Water System Model – Complete
  - Source Water Analysis – Complete
  - Toured Andover and Brooklyn Center WTF's
  - Feasibility Study – Final draft w/ 3 alternate site locations under review
- **Ramsey Gateway Highway 10 Improvements**
  - Preliminary design (Ramsey Blvd. and Sunfish Lake Blvd.) underway
  - Anoka County awarded \$40M
  - Other funding sources are being explored
- **NW Metro Mississippi River Crossing Feasibility Analysis (NEW)**
  - No updates at this time
- **TH 47 Safety Study (NEW)**
  - No updates at this time
- **Reduced Speed Limits on Local Streets**
  - No new requests received since last discussed
  - Monitoring discussions in Minneapolis and Saint Paul

#### **Timeframe:**

Staff estimates up to 10 minutes will be needed for updates and discussion.

#### **Observations/Alternatives:**

N/A

#### **Funding Source:**

N/A

#### **Recommendation:**

N/A

#### **Action:**

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

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## Attachments

*No file(s) attached.*

---

### Form Review

**Inbox**

Grant Riemer

Kurt Ulrich

Form Started By: Bruce Westby

Final Approval Date: 09/10/2020

**Reviewed By**

Grant Riemer

Kurt Ulrich

**Date**

09/10/2020 10:24 AM

09/10/2020 03:17 PM

Started On: 09/03/2020 03:24 PM

**Public Works Committee**

6. 2.

**Meeting Date:** 09/15/2020

**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 subject to change based on the availability of information and required attendees, staff workload, and competing interests and objectives.

**Timeframe:**

Staff estimates less than 5 minutes will be necessary to review the future topics calendar and address questions.

**Observations/Alternatives:**

N/A

**Funding Source:**

N/A

**Recommendation:**

N/A

**Action:**

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

**Attachments**

PWC Calendar Sept2020

**Form Review**

Inbox	Reviewed By	Date
Grant Riemer	Grant Riemer	09/10/2020 07:32 AM
Kurt Ulrich	Kurt Ulrich	09/10/2020 03:18 PM
Form Started By: Bruce Westby		Started On: 09/03/2020 03:25 PM
Final Approval Date: 09/10/2020		

## **Public Works Committee Future Topics Calendar \***

<b>Date</b>	<b>Topics for Discussion – Committee Action</b>
January 2021	Sunfish Lake Sedimentation Basin Improvements ( <i>Westby</i> )
February 2021	Available Funding Assistance for Wet Basement Repairs ( <i>Westby</i> )
Future/TBD	Sunwood Drive Roundabout Landscaping ( <i>Riemer</i> )
<b>Date</b>	<b>Topics for Discussion – Regulatory</b>
Future/TBD	Sunfish Lake Boulevard Speed Study Results ( <i>Westby</i> )
Future/TBD	Bunker Lake Boulevard Speed Study Results ( <i>Westby</i> )
Future/TBD	County Ditch Maintenance / Buffer Law ( <i>Westby</i> )
<b>Date</b>	<b>Topics for Discussion – Policy</b>
Future/TBD	Landscaped Median Maintenance Policy ( <i>Riemer</i> )
October 2020	Draft Trail Maintenance Policy ( <i>Westby</i> )
November 2020	Draft Stormwater Pond Maintenance Policy ( <i>Westby</i> )
<b>Date</b>	<b>Topics for Discussion – Planning and Budget</b>
November 2020	Municipal State Aid System (MSAS) Revisions ( <i>Westby</i> )
March 2021	Review 1996 and 2007 (unadopted) TH 47 Corridor Studies ( <i>Westby</i> )
Ongoing	Public Works Facility Review/Update ( <i>Riemer</i> )
Future/TBD	Asset Management Program ( <i>Westby</i> )
<b>Date</b>	<b>Topics for Discussion – Staff Updates</b>
Ongoing	Water Conservation Opportunities / Incentives ( <i>Westby</i> )
Ongoing	NW Metro Area Regional Surface Water Supply Study ( <i>Westby</i> )
Ongoing	Centralized Water Treatment Facility – Prelim. Design Report ( <i>Westby</i> )
Ongoing	NW Metro Mississippi River Crossing Feasibility Analysis ( <i>Westby</i> )
Ongoing	TH 47 Safety Study ( <i>Westby</i> )

\* Dates subject to change based on availability of information, required attendees, staff workload, and competing interests and objectives.