### CITY OF NORTHFIELD, MINNESOTA CITY COUNCIL RESOLUTION 2016-046 DUNDAS/NORTHFIELD COOPERATIVE AGREEMENT EAST CANNON RIVER TRAIL PROJECT

WHEREAS, the City of Northfield seeks to enter into a cooperative agreement with the City of Dundas for the purposes of construction, operations, and maintenance associated with the East Cannon River Trail Project (STRT2010-A10).

BE IT FURTHER RESOLVED, the Mayor and City Clerk are hereby authorized and directed for and on behalf of the City to execute and enter into the attached cooperative agreement with the City of Dundas pertaining to the construction, operations, and maintenance of the East Cannon River Trail.

PASSED by the City Council of the City of Northfield on this 3rd day of May 2016.

**ATTEST** 

City Clerk

Mayor

VOTE: 

GRAHAM 
DELONG 
LUDESCHER 
NAKASIAN 
PETERSON WHITE 
POWNELL 
ZWEIFEL

# ENGINEERING, CONSTRUCTION, AND MAINTENANCE COOPERATIVE PROJECT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 3<sup>rd</sup> day of \_\_\_\_\_\_\_, 2016, by and between the City of Northfield, a municipal corporation under the laws of the State of Minnesota, (hereinafter referred to as the "Northfield"); and the City of Dundas, a municipal corporation under the laws of the State of Minnesota, (hereinafter referred to as the "Dundas"); (collectively the "Parties").

#### WITNESSETH:

WHEREAS, the Parties have been negotiating to bring about the East Cannon River Trail Improvement Project from Bollenbacher Ct. in Northfield to Everett St. in Dundas, including but not limited to, new bituminous trail, storm sewer, grading, restoration, wetland impact, and wetland mitigation, (hereinafter referred to as the "Project"); and

WHEREAS, the above described Project lies within the corporate limits of both Northfield and Dundas; and

WHEREAS, the Parties have prepared a cost estimate of quantities and unit prices of material and labor, engineering, administration and legal for the above described Project, hereinafter referred to as the "Project Costs" which has a total estimated Project cost of one million, seven thousand fifty six dollars and forty seven cents (\$1,007,056.47). A copy of said engineer's estimate is attached hereto as Exhibit 1 and by this reference is made a part hereof; and

WHEREAS, Minn. Stat. § 471.59 authorizes two or more governmental units to enter into agreements to jointly or cooperatively exercise any power common to the contracting parties or any similar power.

#### NOW, THEREFORE, IT IS HEREBY AGREED:

- 1. <u>Project Design</u>. Northfield shall prepare the preliminary and final design for the Project. Northfield shall provide for construction, engineering and administrative work for the Project.
- 2. Project Bidding. Upon approval of all applicable Permit requirements, Northfield shall advertise the Project for bids, and receive and open bids pursuant to said advertisement. Prior to bidding, Northfield will prepare an updated construction estimate for the Project based upon final estimated bid quantities and submit same to Dundas. Northfield shall review bids and provide Dundas all bid abstracts, prepare an updated probable cost estimate utilizing the low responsible bidder's unit prices, and make a recommendation of the low responsible bidder. Dundas will promptly review Northfield's recommendation, and upon written concurrence from the Dundas City Council, Northfield shall enter into a contract with the successful bidder at the unit prices specified in the bid. The contract shall be in a form and include the plans and specifications prepared by Northfield.
- 3. <u>Project Administration</u>. Northfield shall have overall authority to administer the Project and the contract for the Project awarded to the successful bidder as well as the responsibility to inspect the construction

of the contract work for the Project. The same shall be performed in consultation with the Dundas City Administrator. Dundas agrees that Northfield may make changes in the plans and specifications, in the Project, or in the character of the construction of the Project, which are reasonably necessary to cause the construction of the Project to be performed and completed in a satisfactory manner. Dundas also agrees that Northfield may enter into any change orders or supplemental agreements for the performance of any additional construction or construction occasioned by any necessary, advantageous or desirable changes in plans, as long as these are within the original scope of the Project. Any change orders that affect the Project cost exceeding \$25,000 and would increase Dundas' local share must be approved by both Parties prior to execution of work. The Dundas City Administrator shall cooperate with the Northfield City Engineer or their designees at their request to the extent necessary. Final completion of the construction of the Project and determination of final quantities must be approved by both the Northfield City Engineer and Dundas City Administrator.

- 4. <u>Dundas Construction Permission</u>. Dundas hereby grants permission and access for the construction of the Project within Dundas city limits to Northfield and its agent and contractors.
- 5. Grant Proceeds Allocation. All Minnesota and Federal Grants received for the Project will be allocated between the Parties to pay for Project costs with Dundas' allocation being 16% of grant(s) proceeds and Northfield's allocation being 84% of the grant(s) proceeds. This allocation of grant proceeds will be applied to the 2010 Minnesota Trail Legacy Grant and the 2014 Federal Recreation Trail Program Grant and Rotary Grant and any other grants received for the Project. The grant allocation is shown in the table below. Northfield will receive all grant dollars for the Project in accordance with the table below and shall apply the grant dollars to the respective Parties in accordance with the Project cost split discussed in paragraph 7 of this Agreement.

GRANT	TOTAL	Dundas (16%)	Northfield (84%)
2010 Legacy Trail Grant	\$274,500.00	\$43,920.00	\$230,580.00
2014 FRTP Grant	\$120,000.00	\$19,200.00	\$100,800.00
Rotary Grant	\$60,000.00	\$9,600.00	\$50,400.00
	\$454,500.00	\$72,720.00	\$381,780.00

6. Project Cost Split. The total estimated Project cost is one million, seven thousand fifty six dollars and forty seven cents (\$1,007,056.47). This cost shall be paid by the Parties through a combination of the above grant dollars allocated to each Party as provided above and through the contribution local funding by the Parties. Dundas shall pay to Northfield 16% of the actual Project cost with the combination of Dundas' grant dollar allocation and local funds. Northfield shall pay 84% of the actual Project cost with the combination of Northfield's grant dollar allocation and local funds. The estimated cost breakdown for the Project is contained in Exhibit 1 to this Agreement, which is incorporated herein by reference. As stated in Exhibit 1, Dundas, in addition to the \$72,720 in grants paid to Northfield and allocated to Dundas to offset Dundas' Project cost share, will contribute up to an additional estimated \$88,409.03 toward the Project for an estimated total Project Cost contribution of the grants and local funding of \$166,640.00.

The Parties understand and agree that construction costs for the contract work on the Project contained herein and Exhibit 1 are estimates. The unit prices and actual costs set forth in the contract awarded to

the successful bidder and the final quantities as measured by Northfield and approved by the Dundas City Administrator shall govern in computing the total final actual construction contract costs for the Project.

- 7. Payment of Project Costs by Dundas. The Northfield City Engineer shall be responsible to submit copies of all Project payments to Dundas. Dundas shall pay Northfield for its share of Project costs as follows:
  - a. <u>Initial Payment</u>. Dundas shall, based on the contract price, pay/assign to Northfield one hundred percent (100%) of the grant dollars allocated to Dundas for the Project, within thirty (30) days after award of a contract by Northfield for the Project to the successful bidder or execution of this Agreement, whichever is later.
  - b. Remaining Payments. Dundas shall pay to Northfield the remaining Dundas share of the actual Project construction costs allocated to Dundas as provided above in five (5) equal annual payments. The first Dundas annual payment shall be made to Northfield on or before January 31, 2017 and subsequent payments shall be made to Northfield on or before January 31 in each year thereafter. Northfield shall invoice Dundas the amount of the annual payment based upon actual construction costs for the Project allocated to Dundas and applying an interest rate equal to the Northfield 2016 bond rate. There shall be no penalty to Dundas if Dundas chooses in its discretion to pay off the amount owing early or to make more than a single annual payment in any given year.
  - c. <u>Additional Payment if Actual Costs Exceed Share Payments</u>. In the event that actual costs for the Project exceed the amount that Dundas has paid for its share of the Project, Dundas shall make an additional payment to Northfield for such amount, based on the actual total costs of the Project.
  - d. Wetlands Replacement Costs by Dundas. After the construction of the Project and purchase of wetlands, the Project costs include \$30,000 for wetland monitoring should the Rice County Soil and Water Conservation District and Army Corp of Engineers request such monitoring. The wetland monitoring costs shall be split 16% to Dundas and 84% to Northfield with each Party responsible for the monitoring of wetlands within their respective jurisdiction. The Parties understand and agree that wetland monitoring can last up to and beyond 5-years from the completion of Project construction and the Partiers agree to meet their respective obligation for such wetland monitoring as required by law.
- 8. Ownership and Future Maintenance. Each Party will own the portion of the Project located within its respective city boundaries. The Parties will each be responsible for all operation, maintenance, reconstruction and replacement costs associated with the Project improvements in each of their respective jurisdictional boundaries following Project completion. Nothing herein binds the respective Parties to reconstruct the trail in their respective jurisdictions in fifteen years, but the Parties acknowledge that they are bound to meet the requirements of any applicable grant agreements for the Project.
- 9. Liability and Indemnification.

- a. Neither Northfield, its officers, agents nor employees, either in their individual or official capacity, shall be responsible or liable in any manner to Dundas for any claim, demand, action or cause of action of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of the hereinbefore described participation in trail construction by Dundas, or arising out of the negligence of any contractor under any contract let by Dundas for the performance of said work; and the City of Dundas agrees to defend, save and keep Northfield, its officers, agents and employees harmless from all claims, demands, actions or causes of action arising out of negligent performance by the Dundas, its officers, agents or employees.
- b. Neither Dundas, its officers, agents or employees, either in their individual or official capacity, shall be responsible or liable in any manner to Northfield for any claim, demand, action or cause of action of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of the hereinbefore described trail construction by Northfield, or arising out of the negligence of any contractor under any contract let by Northfield for the performance of said work; and Northfield agrees to defend, save and keep Dundas, its officers, agents and employees harmless from all claims, demands, actions or causes of action arising out of negligent performance by Northfield, its officers, agents or employees.
- c. Each Party to this Agreement shall not be responsible or liable to the other or to any other person for any claims, damages, actions, or causes of actions of any kind or character arising out of, allegedly arising out of or by reason of the performance, negligent performance or nonperformance of any work or part hereof by the other as provided herein; and each Party further agrees to defend at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatsoever character arising in connection with or by virtue of performance of its own work as provided herein.
- d. Under no circumstances will either Party be required to pay on behalf of itself and the other Party any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Party. The limits of liability for both Parties may not be added together to determine the maximum amount of liability for either Party. The intent of this paragraph is to impose on each Party a limited duty to defend and indemnify the other for acts or omissions in each respective jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the Parties and to permit liability claims against both Parties from a single occurrence to be defended by a single attorney.

#### 10. Employment Status.

a. All employees of Dundas and all other persons engaged by Dundas in the performance of any work or services required or provided herein to be performed by Dundas shall not be considered employees, agents or independent contractors of Northfield, and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said Dundas employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said Dundas employees while so engaged in any of the work or services to be rendered pursuant to

- this Agreement shall be the sole responsibility of Dundas and shall in no way be the obligation or responsibility of Northfield.
- b. Any and all employees of Northfield and all other persons engaged by Northfield in the performance of any work or services required or provided for herein to be performed by Northfield shall not be considered employees, agents or independent contractors of Dundas, and that any and all claims that may or might arise under the Worker's Compensation Act or the Unemployment Compensation Act of the State of Minnesota on behalf of said Northfield employees while so engaged and any and all claims made by any third parties as a consequence of any act or omission on the part of said Northfield employees while so engaged in any of the work or services to be rendered pursuant to this Agreement, shall be the sole responsibility of Northfield and shall in no way be the obligation or responsibility of Dundas.
- 11. <u>Government Approvals</u>. In the event that either Party does not timely complete those government or other approvals required herein prior to and as necessary for Northfield to award a contract for construction of the Project, then in such event, this Agreement shall be null and avoid without further obligation of either Party.
- 12. <u>Dundas Sewer Project</u>. Dundas has stated that Dundas intends to construct a Sanitary Sewer Lift Station and Forcemain replacement project in 2016 and 2017 in an area adjacent to this Project area. Northfield agrees that it will include the location of this Dundas project as part of the plans for this Project and will notify the contractor selected for this Project of the same for purposes of coordination in the construction of this Project and the Dundas Sanitary Sewer Lift Station and Forcemain replacement project.
- 13. <u>Duration</u>. This Agreement shall be in effect until such time as the Project is completed, all payment required by Dundas have been made to Northfield, or as otherwise provided in this Agreement, whichever comes later.

#### 14. General Terms.

- a. <u>Voluntary and Knowing Action</u>. The Parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.
- b. <u>Authorized Signatories</u>. The Parties each represent and warrant to the other that (1) the persons signing this Agreement are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Agreement against it; each Party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.
- c. Notices. The Parties' representatives for notification for all purposes are:

**NORTHFIELD:** 

City Administrator City of Northfield 801 Washington St. Northfield, MN 55057-2565 (507) 645-8833

DUNDAS: City Administrator City of Dundas PO Box 70 Dundas, MN 55019-0070 (507) 645-2852

- d. <u>Assignment</u>. This Agreement may not be assigned by any Party without the written consent of the others.
- e. <u>Modifications/Amendment</u>. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of all of the Parties hereto.
- f. Records—Availability and Retention. Pursuant to Minn. Stat. § 16C.05, subd. 5, the Parties agree that any Party, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Parties and involve transactions relating to this Agreement.
- g. <u>Force Majeure</u>. The Parties shall each be excused from performance under this Agreement while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement then the Party affected by force majeure shall give written notice with explanation to the other Party immediately.
- h. <u>Governing Law</u>. This Agreement shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Agreement without regard to its choice of law or conflict of laws principles.
- i. <u>Data Practices</u>. The Parties acknowledge that this Agreement is subject to the requirements of Minnesota's Government Data Practices Act, Minnesota Statutes, Section 13.01 *et seq.*
- j. No Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Agreement. Any express waiver of a term of this

Agreement shall not be binding and effective unless made in writing and properly executed by the waiving party.

- k. Entire Agreement. These terms and conditions constitute the entire Agreement between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Agreement.
- 1. <u>Headings and Captions</u>. Headings and captions contained in this Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.
- m. <u>Survivability</u>. All covenants, indemnities, guarantees, releases, representations and warranties by any party or parties, and any undischarged obligations of the City and the County arising prior to the expiration of this Agreement (whether by completion or earlier termination), shall survive such expiration.
- n. Recitals. The recitals hereto are made a part hereof.
- o. <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

IN TESTIMONY WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first above written.

#### **CITY OF NORTHFIELD:**

Dana Graham Its Mayor

Date: 5 | 3 | 20

Dana Graham, Its Mayor

Date: 5/3/2616

Deb Little, Its City Clerk

City of Dundas Project No City of Northfield Proj. No.STRT2010-A10

By: Date: Date: 2 Ha7 2016

John McCarthy, its City Administrator

# **Project Costs**

	TOTAL	Dundas (16%)		Nor	thfield (84%)
Construction	\$ 619,579.62	\$	99,132.74	\$	520,446.88
Wetland Credits	\$ 109,645.00	\$	17,543.20	\$	92,101.80
Contingency (10%)	\$ 61,957.96	\$	9,913.27	\$	52,044.69
Overhead (30%)**	\$ 185,873.89	\$	29,739.82	\$	156,134.06
Wetland Closeout	\$ 30,000.00	\$	4,800.00	\$	25,200.00
	\$ 1,007,056.47	\$	161,129.03	\$	845,927.43

### **GRANTS**

	TOTAL	Dundas (16%)		No	rthfield (84%)
2010 Legacy Trail Grant	\$ 274,500.00	\$	43,920.00	\$	230,580.00
2014 FRTP Grant	\$ 120,000.00	\$	19,200.00	\$	100,800.00
Rotary	\$ 60,000.00	\$	9,600.00	\$	50,400.00
	\$ 454,500.00	\$	72,720.00	\$	381,780.00

	4/5/2016			
DUNDAS TOTAL	\$	88,409.03		
NORTHFIELD TOTAL	\$	464,147.43		

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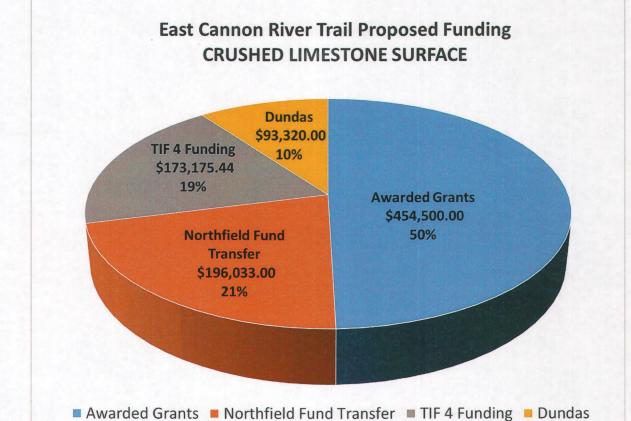
#### **East Cannon River Trail**

			Bituminous	Crushed Limestone	
			Sept-15 Green		
	February-15	September-15	Sheet	Sept-15 Green Sheet	April-16
Awarded Grants	454,500	454,500	454,500	454,500	454,500
Northfield Gen Fund Transfer	405,000	405,000	327,095	196,033	196,033
TIF Funding (29%)	210,000	210,000	220,242	173,175	173,175
Dundas Portion	171,290	171,290	153,705	93,320	93,320
*Barr Engineering Contracts					120,600
Project total cost	1,240,790	1,240,790	1,155,542	917,028	1,037,628

<sup>\*</sup>Barr Engineering Contracts were approved and funded in 2012 and 2015

## **CRUSHED LIMESTONE SURFACE**

<b>FUNDING SOURCE</b>	COST	%
Awarded Grants	\$454,500	49.6%
Northfield General Fund Transfer	\$196,033	21.4%
TIF Funding (29%)	\$173,175	18.9%
Dundas Portion 2015-2018 CIP	\$93,320	10.2%
Project Total Cost Estimate	\$917,028	100.0%
FUNDING SOURCE	COST	%
Awarded Grants	\$454,500	49.6%
Northfield	\$369,208	40.3%
Dundas	\$93,320	10.2%
Project Total Cost Estimate	\$917,028	



#### CITY OF NORTHFIELD, MINNESOTA CITY COUNCIL RESOLUTION 2015-102 APPROVAL OF THE EAST CANNON RIVER TRAIL PROJCT

WHEREAS, the City of Northfield supports the completion of the East Cannon River Trail; and,

WHEREAS, the East Cannon River Trail consists of 1.8 miles of new 10-foot trail; and,

WHEREAS, this project satisfies the grant requirements associated with the Regional Park Legacy Amendment grant set forth and approved by City Council; and,

WHEREAS, this project satisfies the grant requirements associated with the Federal Recreational Trail Program grant set forth and approved by City Council; and,

WHEREAS, this project enhances the trail network, creating safer and more pedestrian safe transportation alternatives.

#### NOW, THERFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:

- 1. The City of Northfield approves the East Cannon River Trail project, creating new trail that address connectivity and pedestrian safety along the east side of the Cannon River.
- 2. Staff is directed to bid both options, crushed limestone and bid alternative for bituminous, giving Council the flexibility to select the surface after the bid.

NOW, THEREFOR, BE IT FURTHER RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:

The City of Northfield approves the funding mechanisms laid out by staff that consists of a general fund transfer in the amount of \$196,033 to the park fund and the transfer of \$173,175.44 of TIF District 4 dollars also to the park fund to complete the East Cannon River Trail project.

PASSED by the City Council of the City of Northfield on this 15th day of September 2015.

ATTEST

City Clerk

VOTE:

Mayor

 $\underline{\underline{Y}}$  Graham  $\underline{\underline{N}}$  Delong  $\underline{\underline{N}}$  Ludescher  $\underline{\underline{Y}}$  Nakasian Peterson white  $\underline{\underline{Y}}$  Pownell  $\underline{\underline{Y}}$  Zweifel



Date:

4/26/2016

To:

Mayor and City Council

From:

David E. Bennett, Public Works Director/City Engineer

CC Linstroth, Interim City Administrator

**Subject:** 

East Cannon River Trail Project – Accept Bids and Award Contract;

Approve East Cannon River Trail Cooperative Agreement with the City of Dundas; Approve Wetland Credit Disbursement for the East Cannon River Trail

**Project** 

Q01. Why aren't the wetlands credits issued before the accepting of bids? Is that intentional? We can't build without the wetland credits, can we? So, shouldn't that be first?

If the City doesn't award and construct the project, the City doesn't need to purchase wetlands. The pertinent clause is indicated on page 2, number 7 of the wetland purchase agreement as follows:

"7. Sale is contingent upon approval of the East Cannon River Trail project (Project) by the Northfield City Council. If the Northfield City Council does not approve Project by the Closing Date, and no postponement of the Closing Date has been agreed to by Buyer and Seller in writing, then neither Buyer or Seller shall have any further obligations under this Agreement, and this Agreement shall become null and void."

# Q02. By what authority did Jasper sign the wetland credit contract? Doesn't that need council approval?

This is not an enforceable contract unless approved by Council. No authority was given to Jasper. The pertinent clause is indicated on page 2, number 7 of the wetland purchase agreement as noted above in Q01.

On December 11, 2012 per resolution 2012-135 the alternative analysis was approved by Council and identified that wetlands would need to be mitigated. This was identified in the Federal Army Corps of Engineers permit for the project, and it indicated the need to purchase wetlands. The wetland purchase is an action item before council for approval.

Q03. Aren't the wetland transfers subject to approval by the State? What happens if the State doesn't agree? We can't start the trail until we get approval, correct? So, why are we moving forward with bids?

The overriding agency and grantor of the permit is the Federal Army Corps of Engineers. This permit has been granted to the City. City Council is the final step in approving the wetland mitigation requirements.

Chris Hood's opinion: "Under the Uniform Municipal Contracting Law (UMCL), section 471.345, contracts to which the law applies are defined as "an agreement entered into by a municipality for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property." Purchase of wetlands credits do not appear to fall within this definition of "contract" and therefore the UMCL does not apply. This purchase agreement is therefore not subject to the UMCL competitive bidding process."

Q04. In my opinion, the wetland credits are a purchase of real estate. We need to get council approval before we can purchase real estate. I think the wetland credits should be put out for public bid. It is more than \$100,000. By that measure, it has to be put out for bids.

This is not a real estate transaction as we are buying credits not real property. The City of Northfield will not be named on the deed, nor be responsible to maintain the areas purchased as a wetland; the agency, in this case the Wetland Credit Agency, is responsible for that function. The City has purchased wetland credits for the Babcock Lift Station Project and staff is following the required process. See the FAQ below for reference.

http://www.wetlandcreditagency.com/faq/

"When I buy credits do I own the property?

No. Credits are separate from the property itself. Wetland credit buyers have no interest in the property on which the credits were generated."

Q05. I have to seriously re-think whether it is appropriate for a city to convert wetlands to a recreational use. We should be protecting habitat, not destroying it, shouldn't we? Do we have any policies on destroying wetlands?

As part the of project alternative analysis review (approved by City Council December 11, 2012 per resolution 2012-135), different alignments were reviewed by City Council and the wetland Technical Evaluation Panel (TEP). The alignment of the corridor was selected to minimize wetland impacts and the alignment was approved by City Council, Technical Evaluation Panel, and Federal Army Corps of Engineers. The City doesn't have a wetland policy. The City

follows federal laws. The evidence that laws have been followed is the approved TEP and Federal Army Corps Permit.

Q06. Also, the bid for wetlands is completely independent of the trail construction. We can't use money saved from the lowest bids to pay for the trail without some kind of formal action, can we? Where is that money coming from?

The project budget was inclusive of the wetland credits and trail construction authorized by Council September 15, 2015 resolution 2015-102.

Q07. I am still very much opposed to the use of TIF #4 money to pay for the trail, which is clearly outside of the TIF boundaries.

Please see the attached figure that indicates the 29% of the trail is within the TIF boundaries. The trail construction is an eligible TIF expenditure. This was discussed at the September 15, 2015 City Council meeting and with our TIF attorney.

Q08. Lastly, I don't know how the City can fund the Dundas portion of the trail. Where is that additional money coming from? By what authority can one city loan money to another? What if Dundas doesn't pay us back (like we aren't paying Waterford)? Has Dundas approved the contract for us to loan them money? I would think that it is illegal for Dundas to do so. We can't accumulate debt without voter approval. Don't they have the same prohibition?

The Dundas project revenue and expense is inclusive in the project budget. The loan to Dundas would be a balance sheet item, therefore a budget amendment is not needed.

#### Chris Hood's opinion:

"The cooperative agreement is also an agreement under section 471.59 of Minnesota Statutes. That statute specifically provides that two or more governmental units, by agreement, may jointly exercise any power common to the contracting parties, including those which are the same except for the territorial limits within which they may be exercised. Such statute provides that the parties to such agreement may provide for the disbursements from public funds to carry out the purposes of the agreement. The statue also provides that two or more government bodies may enter into agreements to perform on behalf of the other unit any service or function which the government unit providing the service or function is authorized to provide for itself."

"Effectively under this statute, Northfield and Dundas are acting as one for purposes of this project in terms of its financing and construction for which Dundas will reimburse Northfield on a longer term basis than was originally envisioned. It was originally envisioned that reimbursement of Northfield's incurred costs on behalf of Dundas would be reimbursed sooner than is now proposed, but it was still a reimbursement of incurred project costs upon which Northfield would pay and Dundas would reimburse. The reimbursement concept is one way that a joint project like this could be completed efficiently and cost-effectively using one

competitively bidded contractor. We are now contemplating a longer reimbursement period, however, under the staff proposed solution."

"The issue is a policy one for Council whether to allow a longer reimbursement period by Dundas at an applicable interest rate to compensate Northfield for the longer reimbursement period. The choices are to accept it as proposed by staff, modify it per direction from Council and then send it back to Dundas to see if they will accept a modified agreement, or reject it."

On April 11, 2016 the Interim City Administrator, Public Work Director, and Streets and Parks Manager attended the Dundas City Council Meeting. At the meeting Dundas unanimously approved the cooperative agreement.

#### Q09. Who did the recent work on the proposed trail?

The City Street and Parks staff did the work. The project along with its budget has been approved (September 15, 2015) and approved in the 2016 CIP. There are tasks that need to be completed prior to the award of the project. Staff was aware of the dates for grant expiration and permit requirements and proceeded following City authorization.

\$2,310 Mower rental, \$663 Chainsaws. The streets and parks department tried to repair a chainsaw that broke. It was unable to be fixed. New chainsaws were purchased and will be used for street and parks operations. However, the chainsaws that were purchased did get used on the project, so part of that cost was identified. Staff is reviewing this further to see if this should be included in the project cost, as the chainsaw will be used for general streets and parks operations moving forward. The rebar was placed to locate the trail, the streets and parks department didn't have any rebar in inventory so some was purchased. The mower was rented for maintenance of storm water ponds, however it was used some on the project during the rental period.

The costs for these purchases are in the overhead portion of the project cost.

- Can work be done in a wetland without erosion control or a permit?

  The City received a wetland permit for the project. Tree removal on the corridor was completed by April 1, as required in the wetland permit for the Long Eared Bats. The work was completed when the ground was frozen to prepare for the installation of the erosion control.
- I thought we had an Ordinance about cutting down mature trees? Will they be replaced?
- The trees aren't required to be replaced by ordinance. However the trail location was selected to preserve as many trees as possible. Trees meeting replacement requirements will be replaced in other City parks.

#### Q10. Regarding the \$60,000 Rotary grant.

- Did we apply for the grant or was it a gift?
  Friends of the Mill Towns Trail applied for the grant and are passing it through to Northfield and Dundas.
- If it was a grant did Dundas co-author? NA
- If it was a gift, when was it offered, when did we accept it? Gifts of \$18,000 and \$22,000 were accepted on March 1, 2011 via Resolution 2011-021.
- Is it an unrestricted grant/gift or are there conditions? It was accepted as a gift toward the East Cannon River Trail.
- Is it in the bank so to speak? Yes the money was deposited, with the exception of the remaining \$20,000 which has been indicated will arrive when construction occurs.

Q11: Does Northfield have a policy on purchasing wetland credits? Can I see bid solicitation documents or method that was used to solicit bids? Was the City attorney asked, if the purchase, estimated to be over \$100,000 was subject to competitive bidding statute? How have other City's handled wetland purchases?

No, Northfield doesn't have a policy. The City follows federal law for wetlands.

Because this process didn't require soliciting bids, the federal permitting process is available for your review. You are welcome to stop in to City Hall to review the documents.

Yes, the City attorney's opinion is contained in Question 3.

Cities that purchase wetlands would need to follow the Federal Law, and purchase wetlands in accordance with the permit.

Q12: Was the City Attorney asked if this purchase wetland credits, estimated to be over \$100,000, was subject to the competitive bidding statute?

See response in Q3 above.

# Q13: What is Dundas's split on stuff for the ECRT that is not run through the Capital Project Fund?

Staff runs all expense for projects through the designated project budgets whenever possible. Minimal expense may sometimes fall into another budget. The dollar amounts of those expenses, vs the administrative costs to move into the project budget, does not make financial sense to attempt to include in the project budget. It would cost more in staff time to break it out than the actual expense. Ex. Staff and equipment used in locating water lines for city construction project, or when street signs are replaced on City reconstruction projects. The signs are purchased through the project, but the City staff time and equipment time to install them isn't designated to the project.

The proposed split on the project is 84% Northfield and 16% Dundas.

Q14: How does loaning money to another city, as proposed in the cost sharing agreement with Dundas, qualify under the Public Purpose Statute?

Chris Hood's opinion: "In this case, the expenditure is certainly for a public purpose. It is a public trail project for the benefit of the public health, safety, and welfare of both the Northfield and Dundas citizenry upon which each is paying a share pursuant to a cooperative agreement. Charter section 9.1 provides that the council has specific legal authority to contribute funds to any entity to promote the health, safety, and welfare of the city. Further, the cooperative agreement is also an agreement under section 471.59 of Minnesota Statutes. That statute specifically provides that two or more governmental units, by agreement, may jointly exercise any power common to the contracting parties, including those which are the same except for the territorial limits within which they may be exercised. Such statute provides that the parties to such agreement may provide for the disbursements from public funds to carry out the purposes of the agreement. The statue also provides that two or more government bodies may enter into agreements to perform on behalf of the other unit any service or function which the government unit providing the service or function is authorized to provide for itself.

"Effectively under this statute, Northfield and Dundas are acting as one for purposes of this project in terms of its financing and construction for which Dundas will reimburse Northfield on a longer term basis than was originally envisioned. It was originally envisioned that reimbursement of Northfield incurred costs on behalf of Dundas would be reimbursed sooner than is now proposed, but it was still a reimbursement of incurred project costs upon which Northfield would pay and Dundas would reimburse. The reimbursement concept is one way that a joint project like this could be completed efficiently and cost-effectively using one competitively bidded contractor. We are now contemplating a longer reimbursement period, however, under the staff proposed solution.

"The issue is a policy one for Council whether to allow a longer reimbursement period by Dundas at an applicable interest rate to compensate Northfield for the longer reimbursement period. The choices are to accept it as proposed by staff, modify it per direction from council and then send it back to Dundas to see if they will accept a modified agreement, or reject it."

#### Q15: How many previous negotiation meetings with Dundas were there?

Attached are the eight specific meetings since 2014. As with all negotiation there have been approximately 145 emails about project status and funding along the way. This number does not reflect phone conversations.

#### Q16: Did Dundas indicate they couldn't pay in any previous conversations?

Interim City Administrator Linstroth and Public Works Director Bennett were made aware on April 4, 2016 that Dundas had not budgeted the money.

# Q17: Was the Northfield Mayor and Council consulted prior to committing the City to the Course of action?

At the September 15, 2015 City Council meeting the project funding was established, from there the project was approved for bidding February 16, 2016. The cooperative agreement was prepared with Dundas to align with the actions by City Council. The City Council was not committed. Staff was clear at the April 11 Dundas City Council meeting that the proposed payback details of the proposed cooperative agreement had not been presented or approved by Northfield City Council and it would be on the Northfield City Council on April 19, 2016 for consideration.

#### Q18: Why was Council left out of the loop?

When the project was authorized for bidding, staff wanted to make sure at the time of award the cooperative agreement was in place. The cooperative agreement was set up with funding as approved by Council in September 15, 2015.

Staff attended the April 11, 2016 Dundas City Council meeting and heard from Dundas City Council about the cooperative agreement. Dundas took action at the meeting approving the agreement with the terms that Dundas City Council discussed.

On April 14, 2016 staff received correspondence that the agreement had met the intent of Dundas City Council action on April 11, 2016. Hard copies were mailed for their signatures. That was the agreement that went to Northfield City Council on April 19, 2016 with the 10-year payback proposal from Dundas.

#### Q19: Is the trail on City Property?

The trail is completely on City property. See the attached Cemstone & CFS property maps.

#### Q20: Please provide a breakdown of the project expense budget?

See attached project expense and funding table labeled Exhibit "1". The bid tabulation is also attached.

#### Q21: What is Dundas split on expenses not run through the project fund?

See response in Q13.

#### Q22: Were the trail grants co-authored by Dundas?

The 2009 Legacy Trail Grant was not co-authored by Dundas. However, Dundas did co-author the 2014 Federal Trail Grant.

### NORTHFIELD CITY COUNCIL EAST CANNON RIVER TRAIL DISCUSSIONS & ACTIONS

MEETING/ACTION	ITEM	DATE
Res. 2010-022	Supporting and authorizing the application to the Minnesota Department of Natural Resources for Local Trail Connections Program grant funding for a trail connection from the new East Cannon River Trail to Highway 3	03/16/2010
M2011-169	DIRECT STAFF TO NEGOTIATE A CONTRACT WITH BARR ENGINEERING, INC. TO MOVE FORWARD WITH THE WETLAND PERMITTING PROCESS NECESSARY TO COMPLETE THE EAST CANNON RIVER TRAIL TO DUNDAS	10/04/2011
M2011-183	TO DIRECT STAFF TO REVISE OUR REQUEST TO THE DNR FOR LEGACY FUNDS FOR THE EAST RIVER TRAIL PER THE DETAILS OUTLINED IN THE LETTER RECEIVED FROM THE DNR	10/18/2011
Res. 2012-074	Award of Professional Services Contract for design and permitting services related to the East Cannon River Trail	08/21/2012
Res. 2012-135	Affirm the Preferred Alternate Described in the Alternatives Analysis for the East Cannon River Trail Dated November 12, 2012 Prepared by Barr Engineering	12/11/2012
Work Session	Trail Projects Update (Including East Cannon River Trail)	04/09/2013
M2013-085	AUTHORIZE SUBMISSION OF A GRANT PRE- APPLICATION FOR STATE FUNDING FOR THE PURCHASE OF LAND ALONG THE CANNON RIVER FOR PARKLAND AND THE EAST RIVER TRAIL WITH A 20% MATCH.	09/03/2013
Res. 2014-089	Authorize Plan Design and Specifications for Phase 2 of the East Cannon River Trail	08/05/2014
M2015-059	Approve Professional Services Agreement Renewal with BARR Engineering, Inc. for Services Associated with the East Cannon River Trail	06/16/2015
Res. 2015-102	Approval of the East Cannon River Trail Project	09/15/2015
Work Session	East Cannon River Trail Project and Regional Park Update	02/10/2015
Res. 2016-021	East Cannon River Trail approving advertisement for bids for project STRT2010-A10	02/16/2016

### **Regional Park/East Cannon River Trail Meetings**

**February 20, 2014** – Joint (Northfield/Dundas) FRTP grant submitted to extend trail completion deadline, Dundas passed resolution supporting the application

March 26, 2014 - Regional Park Meeting - Northfield Council Chambers

June 17, 2014 - Regional Park Meeting - Second Floor Training Room

-----PROJECT DEADLINE EXTENDED-----

July 9, 2014 - Notified of award of FRTP Grant

September 4, 2014 - Sent email to John containing ECRT plans and funding breakdown

**September 10, 2014 –** Nick and I met with John in the Northfield City Council Chambers to discuss the ECRT and Regional Park

October 13, 2014 – Stemming from 9/10 meeting, email sent to John discussing funding; meeting on October 30<sup>th</sup> was scheduled

October 30, 2014 – Nick and I met with John in the Washington North Conference Room to discuss ECRT funding, project path forward developed with Dundas contribution confirmed

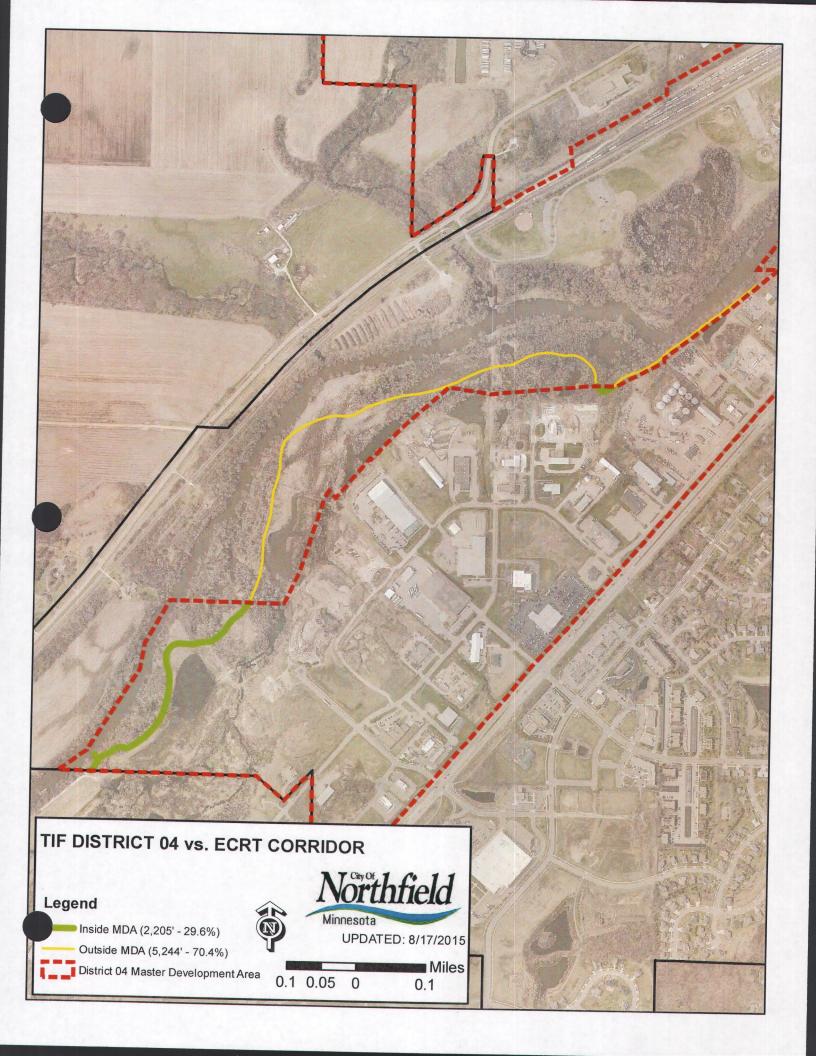
February 25, 2015 - I met with John at the Dundas City Hall to discuss both the ECRT and Regional Park

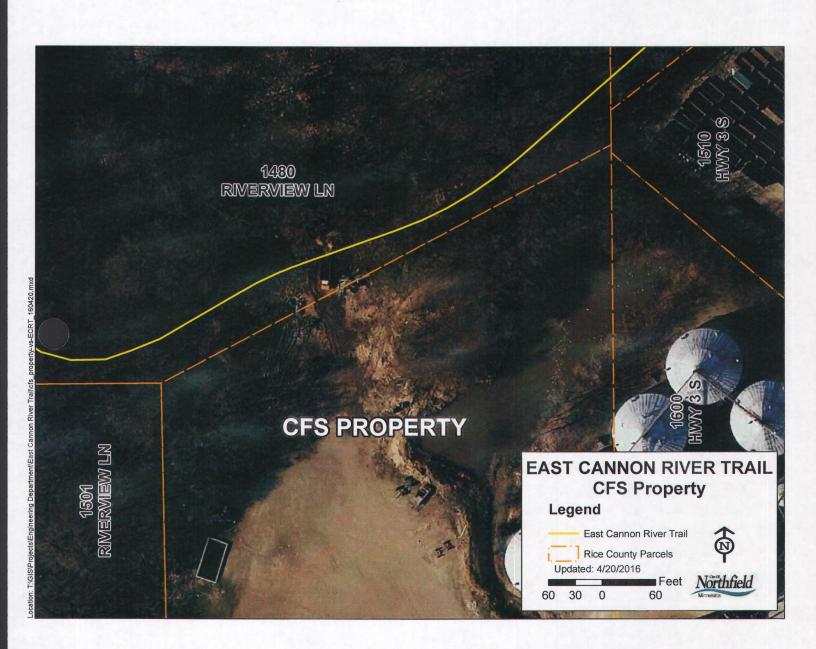
September 30, 2015 – Dave and I met with John at the Dundas City Hall to discuss the Cooperative Agreement and general items associated with the ECRT and Regional Park.

February 10, 2016 – Met with John McCarthy, MnDNR representatives, and CRWP to discuss canoe and fishing access location

March 22, 2016 – Met with John to discuss Regional Park shelter selection

April 11, 2016 - Presented Cooperative Agreement to Dundas City Council







# **Project Costs**

	 TOTAL	Du	ndas (16%)	Nor	thfield (84%)
Construction	\$ 619,579.62	\$	99,132.74	\$	520,446.88
Wetland Credits	\$ 109,645.00	\$	17,543.20	\$	92,101.80
Contingency (10%)	\$ 61,957.96	\$	9,913.27	\$	52,044.69
Overhead (30%)**	\$ 185,873.89	\$	29,739.82	\$	156,134.06
Wetland Closeout	\$ 30,000.00	\$	4,800.00	\$	25,200.00
	\$ 1,007,056.47	\$	161,129.03	\$	845,927.43

## **GRANTS**

	TOTAL	Dι	ındas (16%)	Northfield (84%			
2009 Legacy Trail Grant	\$ 274,500.00	\$	43,920.00	\$	230,580.00		
2014 FRTP Grant	\$ 120,000.00	\$	19,200.00	\$	100,800.00		
Rotary	\$ 60,000.00	\$	9,600.00	\$	50,400.00		
	\$ 454,500.00	\$	72,720.00	\$	381,780.00		

	4/5/2016						
DUNDAS TOTAL	\$	88,409.03					
NORTHFIELD TOTAL	\$	464,147.43					

Northfield
Project Bid Abstract

Northfield
Project East Cennon
Name: River Trail

City Of Northfield Bid 3/17/2016 14:00

Opening:																		
	Project: 2010STNT-ALO - East Caroon löver Trail				Englisee	rs Estimate	Crune Creek Asphalt		Ritzgerald Excevating & Trucking		Raw Construction LLC		Heselton Construction		Swenke Ims Contracting, U.C.		Rechel Contracting, Inc.	
ne No.		Rem	Units	Quentity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	unit Price Total Price		Und Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2011.601	CONSTRUCTION SURVEYING	LS	1	\$30,000.00	\$30,000 00	\$14,300.00	\$14,300 00	\$40,000.00	\$40,000.00	\$18,625.00	\$18,625.00	\$23,000.00	\$23,000.00	\$25,000.00	\$25,000 00	\$25,000 00	\$25,000.00
2	2021.501	MOBILIZATION	l5	1	\$47,000 00	\$47,000 00	\$17,156 82	\$17,156 82	\$20,000.00	\$20,000.00	\$13,800 00	\$13,800.00	\$23,000 00	\$23,000 00	\$30,800 00	\$30,000 00	586,800 85	\$86,800 85
3	2101.502	CLEARING	TREE	25	\$200.00	\$5,000.00	\$250.00	\$6,250.00	\$125 00	\$3,125.00	\$160.00	\$4,000.00	\$108.00	\$2,700.00	\$200.00	\$5,000 00	\$105.00	\$2,625.00
4	2101.506	GRUBBING	ACRE	2.5	\$5,500 00	\$13,750 00	\$3,000.00	\$7,500.00	\$4,500.00	\$11,250 00	\$6,810.00	\$17,025 00	\$6,475.00	516,187.50	\$3,000.00	\$7,500 00	\$8,000 00	\$20,000 00
5	2201 507	GRUBBING	TREE	25	\$150.00	\$3,750.00	\$100 00	\$2,500.00	\$75.00	\$1,875.00	\$106.00	\$2,650.00	\$108.00	\$2,700.00	\$200.00	\$5,000 00	\$105.00	\$2,625 00
6	2104 501	REMOVE CURB AND GUTTER	LF	24	\$6.50	\$156 00	\$10.00	\$240.00	\$4 00	\$96 00	\$2.40	\$57.60	\$7.50	\$180.00	\$6.00	\$144 00	\$6 30	\$163.20
. 7	2104 501	REMOVE ACCESS OVER WETLAND	LF	180	\$22.00	\$3,960 00	\$8.00	\$1,440 60	\$10.00	\$1,800 00	\$12 00	\$2,160.00	\$4.75	\$855.00	\$10.00	\$1,800 00	\$38.00	\$6,840.00
8	2104 505	REMOVE BITUMINOUS PAVEMENT	SY	191	\$6.50	\$1,241.50	\$2.00	\$382 00	\$2.50	\$477.50	\$2.65	\$506 15	\$7.50	\$1,432.50	\$6.00	\$1,146 00	\$4.70	\$897.70
9	2105 501	COMMON EXCAVATION (P)	CY	6072	S10 00	\$60,720.00	58.00	\$48,576.00	\$7.00	\$42,504.00	\$7.00	\$42,504.00	\$16.85	\$102,313.20	\$5.00	\$30,360 00	\$9.80	\$59,505 60
10	2105 507	SUBGRADE EXCAVATION	C Y	3629	\$12.00	\$43,548 00	\$13.40	548,628 60	\$5.00	\$18,145 00	\$7.00	\$25,403.00	\$13.45	\$48,810,05	\$25,00	\$90,725.00	\$9.60	\$34,838.40
2	2105 522	SELECT GRANULAR BORROW (CV)	CY	1316	\$15.00	\$19,740.00	\$17 00	\$22,372.00	\$13.50	\$17,766 00	\$22.00	\$28,952 00	\$17 15	\$22,568.40	\$30 00	\$39,480.00	\$17.20	\$22,635.20
	2105 535	SALVAGED TOPSON, (SV)	CY	902	\$2.50	\$2,255.00	\$100	\$902.00	\$3.00	\$2,706.00	\$5.50	\$4,961.00	\$4.75	\$4,284.50	\$0.01	\$9 02	\$4 50	\$4,059.00
	2105 535	SALVAGED TOPSOIL FROM STOCKPILE	CY	775	\$5.00	\$3,875.00	\$100	\$775.00	\$8.00	\$2,325.00	\$6.90	\$5,347.50	\$6.35	54,921,25	\$0.01	\$7.75	\$2.60	\$2,015.00
-44	2105 604	GEOTEXTILE FABRIC SPECIAL	SY	1998	\$3.50	\$6,993.00	\$2.25	\$2,497.50	\$2.50	\$4,995 00	\$1.50	\$2,997.00	\$1.90	\$3,796.20	\$4.00	57 992 00	\$4.00	\$7,992.00
15	2105 901	GRADING	SY	23061	\$100	\$23,061.00	\$100	\$23,061.00	52 85	\$65,723 &5	\$1.20	\$27,673.20	\$0.70	\$16,142 70	\$1.00	\$23,061 00	\$2.45	\$56,499.45
16	2118 501	AGGREGATE SURFACING CLASS 2 (OBSERVATION AREAS)	TON	43	\$17.46	\$750.78	\$17 10	\$735.30	\$22.00	\$946.00	\$32.45	\$1,412.55	\$32.00	\$1,376 00	\$45.00	\$1,935,00	\$39.00	\$1,677.00
17	2123 61	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	42	\$150.00	\$6,300 00	\$100.00	\$4,200.00	\$70.00	\$2,940,00	\$110.00	\$4,620.00	\$162.00	\$6,804.00	\$100.00	\$4,200.00	\$125.00	\$5,250.00
18	2211 503	AGGREGATE BASE (CV) CLASS 5	CY	5151	\$18 52	\$101,008.08	\$12.20	\$66,534 80	\$18.50	\$100,899.00	\$20.25	\$110,443 50	\$15 20	\$82,900 80	\$25.00	\$136,350 00	\$23.00	\$125,442.00
19	2360 501	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	1808	\$100.00	\$180,800.00	\$56.00	\$101,248.00	\$57.00	\$103,056 00	\$69.80	\$126,198 40	\$60.85	\$110,016 80	\$75.00	\$135,600.00	\$65.60	\$117,520 90
20	2012 511	12X5 PRECAST CONCRETE BOX CULVERT	.,	30	\$734,00	\$22,020.00	\$790.00	\$23,700.00	\$1,000.00	\$30,000 00	\$821,00	\$24,630.00	5757 00	\$22,710.00	\$1,000.00	\$30,000 00	\$1,200.00	\$35,000.00
21	2412 512	12X5 PRECAST CONCRETE BOX CULV END SECT	EACH	7	\$7,500.00	\$15,000.00	\$6,668.00	\$13,330.00	\$8,200.00	\$16,400 00	\$8,189 00	\$16,378 00	\$6,930 00	\$13,860.00	\$7,000 60	\$14,000 00	\$7,800.00	\$15,600.00
22	2451 511	COARSE RILTER AGGREGATE (CV)	CY	1404	\$34.00	\$47,736.00	534.00	\$47,736.00	\$20.00	\$28,080 00	\$29.25	\$41,067.00	\$53 80	\$75,535.20	\$35.00	\$49,140 00	\$40.40	\$56,721 60
23	2501 511	12" ALUM CMP	LF	120	\$34.50	\$4,140.00	\$34.80	\$4,176.00	\$20.00	\$2,400.00	\$63.00	\$7,560.00	\$49.40	\$5,928 00	\$35.00	\$4,200.00	\$36.00	\$4,320.00
24	2501 511	18" ALUM CMP	LF	30	\$41,50	\$1,245.00	\$38.50	\$1,155 00	\$27,00	\$810.00	\$52 50	\$1,575 00	\$59 10	\$1,773 00	\$45.00	\$1,350.00	\$4100	\$1,230.00
25	2501 511	24° ALUM CMP	LF	110	\$52.00	\$5,720.00	\$43.00	\$4,730.00	\$35.00	\$3,850.00	\$57.70	\$6,347.00	\$70.50	57,755 00	\$55.00	\$6,050.00	\$61.00	\$6,710.00
26	2501 511	TEMPORARY 48" CORRUGATED POLYETHYLENE (CP) INCLUDES REMOVAL	LE	- 10	\$1.00	\$50.00	\$97.00	\$7,760,00	\$80.00	\$6,400.00	\$0.01	\$0.80	\$175.00	\$14,000,00	\$200.00	\$16,000 00	\$105.00	\$8,400.00
27	2501 515	12" ALUM CMP APRON	EACH	10	\$978.00	\$9,780.00	\$130.00	\$1,300.00	\$185 00	\$1,850 00	\$160.00	\$1,600.00	\$348.00	\$3,480 00	\$650.00	\$6,500 00	\$215.00	\$2,150 00
28	2501 515	18" ALUM CMP APRON	EACH	2	\$1,265.00	\$2,530.00	\$175.00	\$350.00	\$225 00	\$450.00	\$215.00	\$430.00	\$395.00	\$790.00	\$700.00	\$1,400 00	\$235.00	\$470.00
29	2501 515	24" ALUM CMP APRON	EACH	-	\$1,400.00	\$11,200.00	\$230 00	\$1,840.00	\$290.00	\$2,320 00	\$321 (11)	57,568.00	\$445.00	\$3,560 90	\$750 00	\$6,000 00	\$285.00	\$2,220.00
30	2501 515	TEMPORARY 48" CORRUGATED ALUMINIZED STEEL PIPE TYPE 2 FLARED END SECTION, INCLUDES REMOVAL	LF	1	\$1.00	\$4.00	\$1,642.00	\$6,568.00	\$250 00	\$1,000 00	¢n ri <sub>4</sub>	50.04	\$1,665,00	\$6,660,00	\$1,600 60	\$6,400.00	\$4,2111.00	\$16,300 00
31	2501 515	36° RC PIPE APRON	EACH	2	\$2,685.00	\$5,370 00	\$1,275.00	\$2,550.00	\$1,200.00	\$2,400 00	\$1,375.00	\$2,750.00	\$1,535.00	\$3,070 00	\$1,600.00	\$3,200 00	\$1,180.00	\$2,360.00
92	2501 561	36" RC PIPE CULVERT DES 3006 CL III	LF	30	\$116 00	\$3,480 00	\$87.00	\$2,610.00	\$105.00	\$3,150 00	\$90.00	\$2,700.00	\$102.00	\$3,060.00	\$150.00	\$4,500.00	\$100 00	\$3,000 00
33	2506.522	ADJUST FRAME AND RING CASTING	EACH	2	\$1,250 00	\$2,500.00	\$750.00	\$1,500.00	\$100.00	\$200.00	\$310.00	\$620.00	\$445.00	\$890.00	\$500.00	\$1,000 00	\$310.00	\$640.00
34	2511.502	RANDOM RIPRAP CLASS III	TON	261	\$60.00	\$15,660 00	\$51.00	\$13,311.00	\$30.00	\$7,830.00	\$85.00	\$22,185 00	\$62.40	\$16,286.40	\$50.00	\$13,050 00	\$56 CO	\$14,616.00
35	2511.513	GRANULAR FILTER MATERIAL	TON	123	\$48.00	\$5,504.00	\$34.00	\$4,182,00	\$1300	\$1,599 00	\$18.10	\$2,226.30	\$35 50	\$4,366.50	\$30.00	\$3,690.00	\$34.00	\$4,182 00
36	2511 515	GEOTEXTILE PILTER TYPE V	5.9	18459	\$1.20	\$22,150.80	\$0.50	\$9,229.50	\$100	\$18,459 00	\$0.90	\$16,613 10	\$1.13	\$20,858.67	\$1.50	\$27,688.50	\$140	\$25,842.60
37	2521 501	6" CONCRETE WALK	SF	60	\$11.50	\$690.00	\$22.50	\$1,350.00	\$8.00	\$480.00	\$10.65	\$639.00	\$24 55	\$1,473.00	\$15.00	\$900.00	\$25 00	\$1,500 00
38	2531 618	TRUNCATED DOMES	57	20	\$26.00	\$520.00	\$90.00	\$1,800 00	\$50.00	\$1,000.00	\$58.50	\$1,170.00	\$53.95	\$1,079 00	\$60.00	\$1,200 00	\$55.00	\$1,100.00
39	2557 603	INSTALL CHAIN LINK FENCE	LF	165	\$50.00	\$8,250.00	\$36 02	\$5,943.30	\$30.00	\$4,950.00	\$38.30	\$8,319.50	\$24.85	\$4,100.25	\$40.03	\$6,600.00	\$55 00	\$9,075 00
40	2564 602	TRAIL SIGNAGE	EACH	10	\$180 00	\$1,800 00	\$135.00	\$1,350.00	\$140 00	\$1,400.00	\$140 00	\$1,400.00	\$162 00	\$1,620 00	\$200.00	\$2,000 00	\$220 00	\$2,200.00
41	2573 502	SILT FENCE, TYPE MACHINE SUCED	LF	11787	\$2.50	\$29,467.50	\$1.45	\$17,091 15	\$1.50	\$17,680.50	\$1.80	\$21,216 60	\$1.95	\$22,984.65	\$2.00	\$23,574 00	\$1.90	\$22,395.20

42	2573.58	STORM DRAIN INLET PROTECTION	EACH	4	\$200.00	\$800.00	\$125 00	\$500.00	\$100 00	\$400 00	\$185 00	\$740.00	\$145.15	\$580.60	\$200 00	\$800 00	\$280 00	\$1,120 00
43	2573 538	SEDIMENT CONTROL LOG TYPE COMPOST	LF	1450	\$6.50	\$9,425.00	\$1.85	\$2,682.50	\$2.00	\$2,900 00	\$3.20	\$4,640.00	\$2.00	\$2,900.00	\$3.00	\$4,350 00	\$3.30	\$4,785 00
44	2573 535	STABILIZED CONSTRUCTION EXIT	23	1	\$5,000.00	\$5,000.00	\$960 00	\$960.00	\$1,500.00	\$1,500 00	\$2,000 00	\$2,000.00	\$1,340 00	\$1,340.00	\$1,000 00	\$1,000 00	\$3,000 00	\$3,000 00
45	2573 602	ROCK DITCH CHECK	EACH	1	\$2,100.00	\$2,100.00	\$2.00	\$2.00	\$1,500 00	\$1,500 00	\$615.00	\$615.00	\$495.00	\$495 00	\$1,000.00	\$1,000 00	\$500.00	\$500.00
46	2574.525	FILTER TOPSOIL BORROW	CY	514	\$28.00	\$14,392 00	\$23.00	\$11,622.00	\$13.00	\$6,682.00	\$40.00	\$20,560.00	\$36.25	\$18,632.50	\$20 00	\$10,280 00	\$26.00	\$13,364.00
47	2575 501	SEEDING	ACRE	4.72	\$1,500 00	\$7,080 00	\$350.00	\$1,652.00	\$300 00	\$1,416.00	\$680.00	\$3,209.60	\$378.00	\$1,784 16	\$750 00	\$3,540.00	\$820.00	\$1,510.40
48	2575 523	EROSION CONTROL BLANKETS CATEGORY 3, 25 NATURAL	SY	19223	\$1.85	\$35,562.55	\$1 18	522,683 14	\$1.00	\$19,223 00	\$1.05	\$20,184 15	\$1.27	\$24,413.21	\$1.15	\$22,106 45	\$1.10	\$21,145.30
49	2575 525	TURF REINFORCEMENT MAT CATEGORY 3	SY	485	\$7.50	\$3,637.50	\$7.25	\$3,516.25	\$8.00	\$3,880 00	\$8.50	\$4,122.50	\$7.85	\$3,807.25	\$6 00	\$2,910 00	\$8.50	\$4,127.50
SO	2575 56	HYDRAUUC BONDED FIBER MATRIX	LB	485	\$0.43	\$208.55	\$1.75	\$848.75	\$4 00	\$1,940 00	\$4.25	\$2,061.25	\$1.90	\$921.50	\$6.00	\$2,910.00	\$4.50	\$2,182.50
51	2575 603	ROOT BARRIER	LF	9456	\$6.00	\$56,736.00	\$3.15	\$29,786 40	\$6.00	\$56,736 00	\$4.70	\$44,443.20	\$5.65	\$53,426.40	\$6.50	\$63,464.00	\$6.10	\$57,681 60
52	2575 608	SEED MIXTURE SPECIAL 1 32-241 (NATIVE CONSTRUCTION)	LS.	15.2	\$26.00	\$395.20	\$8.20	\$123.12	\$15 00	\$228.00	\$15.95	\$242.44	\$8.75	\$133 00	\$10.00	\$152 00	\$16.00	5243.20
53	2575 608	SEED MIXTURE SPECIAL 2 (NO MOW PESCUE)	48	146	\$26 00	\$3,796 00	\$1.95	\$284.70	\$3.00	\$438.00	\$3.20	\$467.20	\$2.10	\$306 60	\$3.00	\$438.00	\$3.20	\$467.20
54	2575.608	SEED MIXTURE SPECIAL 3 (TYPICAL TRAIL)	LB.	24 67	\$160.00	\$3,947.20	\$72.60	\$1,791 04	\$45.00	\$1,110.18	\$47.90	\$1,181.69	\$78.35	\$1,932.89	\$125 00	\$3,083.75	\$50.00	\$1,233 50
55	2575 608	SEED MIXTURE SPECIAL 4 (COVER CROP)	LB.	125 5	\$100	\$125.50	\$0.50	\$62.75	\$2 00	\$251 00	\$2 10	\$263.55	\$0.55	\$69.03	\$2.00	\$251.00	\$2.20	\$276 10
	Total Base Bid with Site	minous Pevernent				\$912,361.16		\$619,579.62		\$691,542.00		\$724,061.82		\$820,571.71		\$888,037.47		\$931,609.20
	L	Alternate 2ld																
56	2118.501	AGGREGATE SURFACING CLASS 2	TON	1746	\$17.46	\$30,485.16	\$29 03	\$50,656.33	\$19.50	\$34,047.00	\$24.90	\$43,475 40	\$24 00	\$41,904.00	\$30 00	\$52,380.00	\$29.50	\$51,507 00
	Total Alternate Bid with	Aggregate Surface				\$762,046 32		\$569,018.00		\$622,533.00		\$641,338.82		\$752,A58.91		\$804,817.47		\$965,596.20

### Corrections and clarifications for April 26, 2016 agenda items

## Corrections and additional information have been made to the following items:

Item Correction and status

1-4 East Cannon River Trail items

• Please see attached additional information.



Date:

4/26/2016

To:

Mayor and City Council

From:

David E. Bennett, Public Works Director/City Engineer

Chris Heineman, Community Development Director

CC Linstroth, Interim City Administrator

Subject:

Discussion of East Cannon River Trail Project – Accept Bids and Award

Contract; Approve East Cannon River Trail Cooperative Agreement with the City of Dundas; Approve Wetland Credit Disbursement for the East Cannon River

Trail Project

Staff received additional questions on April 21, 2016. The questions along with responses are indicated below.

Q01. The Department of the Army Permit, Special Conditions: 1. a. (p.2 handed out on Tuesday) provides as follows:

"a. Prior to undertaking the activities authorized by this permit, the permittee shall ensure that the Corps receives the "Notice of Withdrawal of Wetland Credits from the Minnesota Wetland Bank" specifying the mitigation bank used, and the amount and type of credits withdrawn"

My understanding is that we have yet to vote upon withdrawing the credits from the bank.

The document seems pretty clear that the city has to buy the wetland credits before it can disturb the wetland. Yet, we have been told that the city did disturb the wetlands. Do you or Dave have an explanation for what, on its face, seems to be a violation of the permit?

The Army Corps of Engineers permit issued to the City is for impacts to wetlands. To impact a wetland, alteration of the hydrologic and biologic character of the wetland needs to occur. This happens when you fill or change the amount of water getting to or a leaving the wetland. These activities on the project have not begun yet.

Also, the Minnesota Wetland Conservation Act Manual it states:

"A replacement plan for wetlands is not required for:

A. temporarily crossing or entering a wetland to perform silvicultural activities, including timber harvest as part of a forest management activity, so long as the activity limits the impact on the hydrologic and biologic characteristics of the wetland; the activity does not result in the construction of dikes, drainage ditches, tile lines, or buildings; and the timber harvesting and other silvicultural practices do not result in the drainage of the wetland or public waters; or

B. permanent access for forest roads across wetlands so long as the activity limits the impact on the hydrologic and biologic characteristics of the wetland; the construction activities do not result in the access becoming a dike, drainage ditch, or tile line; Wetland Conservation Act Manual /July 2004 Page 17 filling is avoided wherever possible; and there is no drainage of the wetland or public waters."

# Q02. Minnesota law requires that any changes in the character of the land must be brought to the Planning Commission before the council can act upon them.

The Municipal Planning Act (MN Statutes 462.351) includes language related to compliance with the Comprehensive Plan. The reference is as follows:

§462.356 Subd. 2. Compliance with plan. After a comprehensive municipal plan or section thereof has been recommended by the planning agency and a copy filed with the governing body, no publicly owned interest in real property within the municipality shall be acquired or disposed of, nor shall any capital improvement be authorized by the municipality or special district or agency thereof or any other political subdivision having jurisdiction within the municipality until after the planning agency has reviewed the proposed acquisition, disposal, or capital improvement and reported in writing to the governing body or other special district or agency or political subdivision concerned, its findings as to compliance of the proposed acquisition, disposal or improvement with the comprehensive municipal plan. Failure of the planning agency to report on the proposal within 45 days after such a reference, or such other period as may be designated by the governing body shall be deemed to have satisfied the requirements of this subdivision. The governing body may, by resolution adopted by two-thirds vote dispense with the requirements of this subdivision when in its judgment it finds that the proposed acquisition or disposal of real property or capital improvement has no relationship to the comprehensive municipal plan.

The language does not refer to specifically to "changes in the character of the land" and I was unable to find any additional reference to this in the Municipal Planning Act. The City of Northfield complied with requirements of this Subdivision at the Planning Commission meeting on March 20, 2014. The Planning Commission reviewed the proposed acquisition of the Gleason properties (4 parcels / 105 acres) for a regional park and construction of a multi-use trail along the east side of the Cannon River.

According to the staff report and information discussed at the meeting, the development of a multi-use bicycle/walking trail is the keystone amenity for the park and would connect to the regional Mill Towns Trail creating a 6-mile loop between Northfield and Dundas. Additional details on how the acquisition of these parcels and development of the proposed trail reflect the values of the Land Use Principles in the Comprehensive Plan are included in the staff report. A copy of the Planning Commission staff report and the minutes from this meeting are included in the Green Sheet.



### Northfield Planning Commission Work Session MEETING MINUTES RECORD

Meeting: Planning Commission Meeting

Approved: April 17, 2014

Date: March 20, 2014

Location: Council Chambers

Start Time: 7:00 PM

Adjourn Time: 9:30 PM

Members present: Chair Richard Schulte, Alice Thomas, Jay Jasnoch, Jenelle Teppen, Frank Balster, & Joe Gasior.

Members Absent: Corey Butler

**Others present:** Community Planning and Development Director Chris Heineman, City Planner Scott Tempel, Planning Consultant Bill Weber, Councilmember Rhonda Pownell, Dale Gehring, & Administrative Assistant Mikayla Fischer.

11.57		
Call to Order	At 7:00 PM Chair Schulte called the meeting to order.	Salari Allahari ada anda anda anda anda anda anda anda
Approval of Agenda		Motion by Thomas, second by Gasior to approve the agenda. All in favor. Motion carried.
		4.2
Approval of Minutes	PC Work Session Minutes - January 9 <sup>th</sup> , 2014  - Amendments by the commissioners which were emailed to Adminitrative Assistant Mikayla Fischer  - Joe Gasior was absent  - Thomas requested additional phrasing be added to reflect the Hills of Spring Creek 6 <sup>th</sup> Addition parkland and trails  PC Minutes - January 16 <sup>th</sup> , 2014	Motion by Balster, second by Teppen to approve the January 9 <sup>th</sup> , 2014 with amendments. All in favor. Motion carried.  Motion by Thomas, second by Teppen to
		approve the January 16 <sup>th</sup> , 2014 minutes. All in favor. Motion carried.
Roundtable Presentation	Dave Van Wylen and Keith Covey of the Northfield Roundtable presented to the Planning Commission (PC) on their purpose along with the planning framework they are researching and working towards. One of their sayings is, "what could be, not what should be." They have worked towards defining short term and long term development goals and they consider the work they do a perpetual work in progress.	
	Van Wylen explained how urban designer Bill Johnson has created illustrations to give a visual sense of place and nodes which make up Northfield. Those illustrations encompass the "Commons" area, East/West axes, the river, key gateways, residential/commercial interface, and "Greening".	
	Van Wylen then discussed the Roundtable's focus on the "Q Block", Bridge Square, arts and the library, the area south of Water Street, the Cannon River, and "Greening the Commons". In closing his presentation, Van Wylen asked the PC if they had any questions or comments. Balster commented the trail systems and "greening" ideas the Roundtable has sound very beneficial. Thomas asked Van Wylen to elaborate on the meeting between the Roundtable and MnDOT. Van Wylen said several people, MnDOT, and others were present at the meetin. MnDOT had several suggestions for safer travel, including traffic calming devices such as different colored pavement, banners, and trees.	

Chair Schulte asked what success looks like to the Roundtable in the next two years. Van Wylen said seeing the Depot project go through, development in the Q-block, and creating more east west connectivity would all be successful progress.

City Planner Scott Tempel opened the item and explained before any real property.

Review Acquisition of Gleason Properties for Cannon River Regional Park City Planner Scott Tempel opened the item and explained before any real property can be acquired it needs to found in compliance with the Comprehensive Plan. He explained the City Council (CC) has authorized applications to the DNR for Parks and Trails Legacy Grant funding in 2009, 2011, and 2014. This grant provides funding for acquisition, along with development, rehabilitation and/or maintenance, of trails with regional or state wide significance. Tempel then outlined how these properties would coincide with the natural environment, continue with environmental-sensitive and sustainable practices, enhance rural character, and provide further opportunities for walking/biking trails.

Chair Schulte asked Tempel if the stormwater basins located on the parcels were something the City should be concerned about. Tempel responded stating the basins were natural catchments and Community Development and Planning Director Chris Heineman added the basins are natural catchments and there are other stormwater basins utilized for businesses, but they are not a part of these parcels. Thomas thought this would be a great opportunity to work collaboratively with another governing entity in a positive matter. Balster stated his concerns on contaminated soil and drainage ponds due to the nearby industries. Jasnoch added to Balster's comments, stating the Engineering Department will need to come up with a better stormwater plan overall, which will help address the potential hazards on these parcels. Jasnoch thought the best option is to acquire these parcels for a reasonable price and use them to better the community.

Motion by Thomas, second by Gasior to give endorsement to City Council that acquisition of these parcels is in compliance with the Comprehensive Plan. All in favor. Motion carried.

Review Proposed LDC Amendments to the C1 and C2 Districts – Bill Weber Chair Schulte opened the discussion and asked Heineman to give a general overview followed by Planning Consultant Bill Weber to elaborate on the details of the proposed changes to the C1 and C2 districts.

Heineman told the commissioners three meetings are planned to discuss the C1 and C2 districts, but there may be new projects and developments coming up which could postpone the planned meetings. Weber overviewed his staff report sighting changes he saw suitable for these districts. The PC discussed how there are sections of the Northfield's downtown not part of the historical district, but are adjacent. Thomas felt the transitions or districts should help connect the east and west sides of Highway 3 and Weber responded that many components of the districts overlap one another. Jasnoch added that acknowledging there are different areas is key, and making the districts simplified is very important. Weber asked if the PC felt he is going in the right direction. Further discussion ensued on the area between the Cannon River and Highway 3. Gasior stated, regardless of where the district lines lay, the important issue is to discuss the features each of the districts should have.

Weber overviewed his memo regarding the C2 district. There was discussion held on removing the building limit size of 50,000 square feet. PC members recalled the original intent of the limit was to restrict big box stores. There were concerns if a big box store goes under then the City of Northfield is responsible for a large vacant building. Weber cited bonding options are available for big buildings and situations such as that.

Chair Schulte then ended the discussion to move on to the final items of the evening. Weber thanked the PC for their time.

Motion by Jasnoch, second by Teppen to adopt the 3 subsections Weber has suggested and to give Weber direction to continue making changes to those subsections. All in favor. Motion carried

Commissioner Comments and Reports Gasior told the PC he had the opportunity, on January 27<sup>th</sup>, to attend the Workforce Development Summit with the Northfield School District and South Central Community College. Their mission is to help provide a better educated workforce for local businesses and seek more vocational opportunities for students and businesses. Gasior stated a portion of the conversation was brainstorming how to

> <del></del>		
Staff Updates and	provide work experience for students in high school before attending college or vocational school.  Thomas reported the Arts and Culture Commission is in process of choosing the sidewalk poetry winners. There was also discussion on low income housing for artists.  Tempel discussed the Type 1 Review for the Laura Baker site plan. He stated the	
Reports	plan is essentially the same except for a location change for one of the cottages. The building plans meet all the code requirements, balance in accordance with the lot coverage, and the lighting plan initially had too many lumens, but was adjusted. Tempel and Heineman attended the neighborhood meeting for the proposed changes. The Laura Baker site will lose its historic registry status because of the demolition of one of their buildings, but they felt the needs of their client will be better served with the new cottages.	
Comments from the Chair	No comments from Chair Schulte.	
Projected Future Planning Commission Meeting Schedule	Heineman stated the projected meeting schedule is staying as is for the time being unless a new project comes forward.	
PAYU DIALAHA	CAPPER CONTRACTOR OF THE PROPERTY OF THE PROPE	emmana na ani. Nganganananan na n
Adjourn the meeting		Motion by Thomas, second by Balster to adjourn the meeting. All in favor. Motion carried.

Submitted by:

Mikayla Fischer, Administrative Assistant



Northfield Planning Commission Meeting Date: March 20, 2014 Agenda Item No.

TO: Members of the Northfield Planning Commission

FROM: Scott Tempel, City Planner

Review Acquisition of:

RE: • Gleason properties – Cannon River Regional Park

ATTACHMENTS:

1. Land Use Principles

2. Maps

#### **ACTION REQUESTED:**

The Planning Commission is being asked to assess whether the acquisition of the following properties reflect the values expressed in the 12 Land Use Principles identified in the Northfield Comprehensive Plan. The Land Use Principles may be found on pages 4.9 to 4.13 of the Comprehensive Plan as adopted on November 17, 2008, and in Attachment 1. Please note that not each project may not meet or address all goals as presented in the Plan.

#### **BACKGROUND:**

Minnesota Statutes, Section 462.356, subdivision 2 states that no publicly owned interest in real property within a city shall be acquired or disposed of until after the planning commission has reviewed the proposed acquisition or disposal and reported in writing to the city council its findings as to compliance of the proposed acquisition or disposal with the comprehensive plan:

After a comprehensive municipal plan or section thereof has been recommended by the planning agency and a copy filed with the governing body, no publicly owned interest in real property within the municipality shall be acquired or disposed of, nor shall any capital improvement be authorized by the municipality or special district or agency thereof or any other political subdivision having jurisdiction within the municipality until after the planning agency has reviewed the proposed acquisition, disposal, or capital improvement and reported in writing to the governing body or other special district or agency or political subdivision concerned, its findings as to compliance of the proposed acquisition, disposal or improvement with the comprehensive municipal plan. Failure of the planning agency to report on the proposal within 45 days after such a reference, or such other period as may be designated by the governing body shall be deemed to have satisfied the requirements of this subdivision. The governing body may, by resolution adopted by two-thirds vote dispense with the requirements of this subdivision when in its judgment it finds that the proposed acquisition or disposal of real property or capital improvement has no relationship to the comprehensive municipal plan.

In 2009, 2011, and 2014, the Northfield City Council authorized applications to the Minnesota Department of Natural Resources for Parks and Trails Legacy Grant funding for the design and construction of a multi-use trail along the Cannon River and acquisition of land for a regional park. The Parks and Trails Legacy Grant program provides reimbursements to local governments for the acquisition, development, rehabilitation and/or maintenance of trails of regional or statewide significance.



Northfield Planning Commission Meeting Date: March 20, 2014 Agenda Item No.

Both the 2009 and 2011 grants for Northfield's participation in the multi-jurisdictional Mill Towns Trail were awarded and the trail project has been partially completed.

The City of Northfield has completed several planning documents that indicate this trail is a priority for the community. The Greenway Corridor Plan identifies routes throughout Northfield that provide both an opportunity for trail and natural area preservation. These routes generally follow waterways and eventually loop around to provide significant recreational opportunities to trail users in Northfield. This trail makes up the backbone of this system. The recommendations of the Greenway Corridor were confirmed in the Parks, Trails, and Open Space Plan, the Transportation Plan and the Comprehensive Plan. There was significant public participation with the development of each of these plans.

Another Legacy grant was awarded in 2014 for Cannon River Regional Park. The 147 acre park would be located along the east side of the Cannon River in the southern portion of Northfield and the northern portion of Dundas. The majority of the costs for this project are for land acquisition, with the remaining funds to be spent on nature based recreation amenities within the park. This regional park would provide a variety of nature based recreational activities. The keystone amenity of the park would be a bicycle/walking trail, which would connect to the regional Mill Towns Trail thus creating a 6-mile loop between Northfield and Dundas. The trail would serve as the main access through the park and to the amenities, allowing visitors to slow down and experience nature. Other amenities proposed would be a picnic shelter and fishing access to the river.

#### **SUMMARY:**

The Legacy grant allows for the creation of a regional park in Rice County by acquiring 105 acres of land that is currently in private hands. The cities of Northfield and Dundas wish to purchase the properties to create a park that would preserve the natural river corridor.

## **ACQUISITION:**

Parcel Identification Number or location	Acres	Appraised Value
2202450001	12.3	\$30,750
2211200003	24.77	\$61,700
2211275002	24.12	\$60,300
2211154011	3.30	\$8,250

The acquisition of these properties reflects the following values expressed in the Land Use Principles:

# 2. The natural environment will be protected, enhanced and better integrated into the community.

Currently, there are numerous stormwater basins located throughout the site. Acquiring this property would create an almost continuous area of conservation along the east banks of the Cannon River from Dundas to Northfield (including areas already held by the City of Northfield). The Cannon River contains 42 species of fish above Lake Byllesby, including the following game fish; Walleye, Large and Smallmouth Bass, Catfish and Pike. (CRWP Signs of Progress report) Paddlers between Faribault and Northfield often sight Bald Eagles and a variety waterfowl, with a well-known eagle's next located just south of the park in Dundas. White-tail deer are also native



Northfield Planning Commission Meeting Date: March 20, 2014 Agenda Item No.

to this area. By incorporating these properties into a regional park we will be protecting them from future development and assuring the preservation of the riparian habitat.

# 5. Environmentally-sensitive and sustainable practices will be integrated into new developments and redeveloped areas.

As the state looks at moving toward a "One Watershed" model for stormwater management, the creation of this park will enhance the ability of Northfield and Dundas to work collaboratively on issues of water resources management. The creation of this park would preserve this area from development and preserve the current wetlands to continue to act to manage stormwater on and off site. The park will be developed using sustainable and resilient infrastructure, as well as energy efficient, easy to maintain and recycled/recyclable materials. Facilities will be designed for the conservation of water use and to effectively manage storm water on site.

# 9. Rural character of certain areas of the community will be protected.

Development of the properties into a park will preserve the natural and rural character of the river corridor.

### 12. Opportunities will be created to walk and bike throughout the community.

This park is located in the Cannon River Wild and Scenic River Corridor. It is across the river from the Mill Towns State Trail, which is a regional bike trail connecting the river towns along the Cannon River through cycling and their common mill history. The trail proposed for the park would connect to the Mill Towns Trail creating a 6-mile bike loop between Northfield and Dundas.

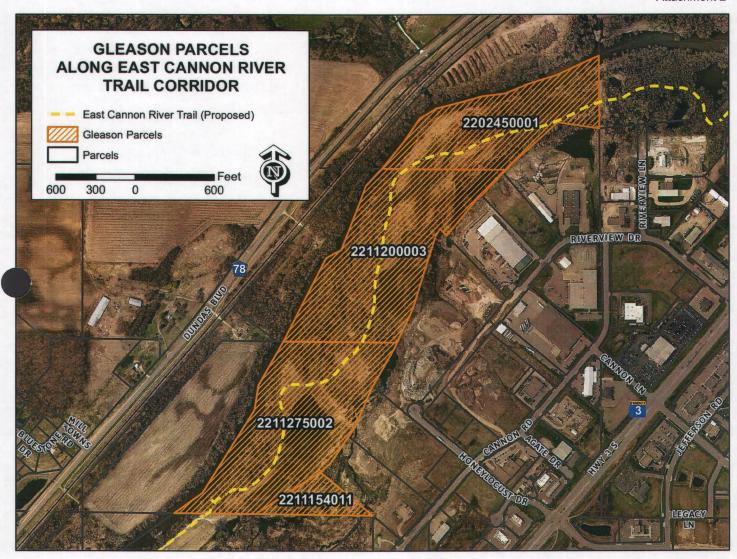
# **Northfield Planning Commission**

Review of Compliance with Northfield Comprehensive Plan Pursuant to Minn. Stat. 462.356, subd. 2.

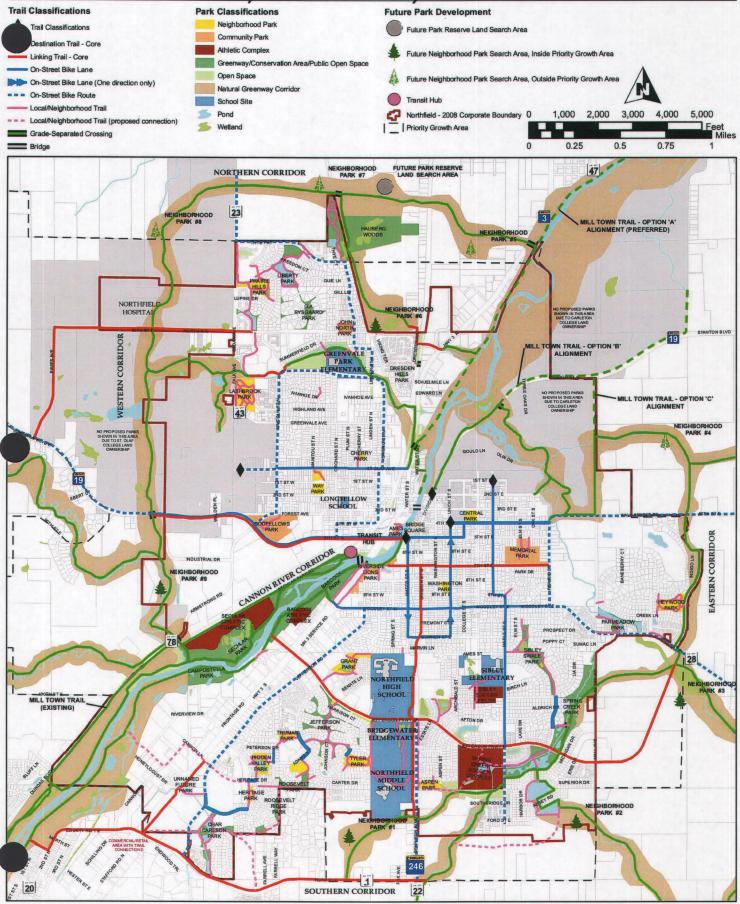
# Northfield Comprehensive Plan Land Use Principles

- 1. The small town character will be enhanced.
- 2. The natural environment will be protected, enhanced and better integrated into the community.
- 3. The preference for accommodating future growth is in infill locations, then redevelopment/land intensification opportunities, and then on the edge of existing developed areas.
- 4. New and redeveloped residential communities (areas) will have strong neighborhood qualities.
- 5. Environmentally-sensitive and sustainable practices will be integrated into new developments and redeveloped areas.
- 6. Places with a mix of uses that are distinctive and contribute to increasing the city's overall vitality are preferred.
- 7. Neighborhood-serving commercial will be small scale and integrated with the residential context.
- 8. A wider range of housing choices will be encouraged in the community as well as in neighborhoods.
- 9. Rural character of certain areas of the community will be protected.
- 10. Streets will create an attractive public realm and be exceptional places for people.
- 11. Places will be better connected, in part to improve the function of the street network and also to better serve neighborhoods.
- 12. Opportunities will be created to walk and bike throughout the community.

Attachment 2



# NORTHFIELD PARKS, OPEN SPACE, AND TRAIL SYSTEM PLAN





Date:

4/26/2016

To:

Mayor and City Council

From:

David E. Bennett, Public Works Director/City Engineer

Melanie Lammers, Finance Director CC Linstroth, Interim City Administrator

**Subject:** 

Discussion of East Cannon River Trail Project - Accept Bids and Award

Contract; Approve East Cannon River Trail Cooperative Agreement with the City of Dundas; Approve Wetland Credit Disbursement for the East Cannon River

Trail Project

Staff received additional questions on April 26, 2016. The questions along with responses are indicated below.

# Q01. Why was the City directed to a specific wetland bank and what would the same types of credits would costs in other banks?

The Army Corps of Engineers permit issued to the City special condition 1. "As compensatory mitigation for the authorized activities, a minimum of 4.381 fresh (wet) meadow wetland credits shall be debited from Minnesota Wetland Bank account #1475 (Dan Ruby Mitigation Bank), serving Bank Service Area 8 (Lower Mississippi River Basin)."

Fresh (wet) meadow wetland credits were not available in the Dan Ruby Mitigation Bank. The Army Corps of Engineers allowed for Sedge Meadow substitute from the Minnesota Wetland Bank, with a memo requesting substitution (See attached memo and email from David Studenski about substituting Sedge Meadow).

When the Army Corps of Engineers allowed for the substitution of Sedge Meadow from the Minnesota Wetland Bank, the prices for the wetland credits are below. The lowest cost credit is before Council for approval.

County	Topography	Vendor	Price/credit	Total
			\$	\$
Freeborn	Sedge Meadow	Sorenson Bank	23,500.00	109,645.48
			\$	\$
Jackson	wet to wet-mesic prairie	Dan Ruby	29,621.00	137,024.38
		McNallan Real	\$	\$
Wabasha	sedge meadow	Estate	24,854.00	116,049.58
	77401		\$	\$
Waseca	Shrub-char/alder thicket	Thomas Mariska	35,000.00	160,691.98

# Q02. Was the \$40,000 Rotary Grant from the Mill Towns Trail spent with the first project?

As part of the 2010 Trail Legacy Grant application (03-16-10 Council Meeting), the Friends Board of the Mill Towns Trail pledged \$40,000 of their own funds toward the project (see attachment). The City received \$274,500 to be allocated to the project with the award of the 2010 Legacy Trail Grant. The Legacy Grant application is for phase two of the East Cannon River Trail.

----Original Message-----

From: Studenski, David A MVP [mailto:david.a.studenski@usace.army.mil]

Sent: Wednesday, February 17, 2016 7:35 AM

To: Jasper Kruggel < <u>Jasper Kruggel@ci.northfield.mn.us</u> > Subject: RE: Draft Purchase Agreement for Wetland Credits

Hi Jasper,

Please return the signed permit as described in our February 5, 2016 letter.

There is no set procedure for requesting a permit mod. A memo that includes a description of the mod you are requesting, the details regarding the need for the change and any information that will support these credits as suitable mitigation will start the process.

Sending the memo to me at the address below will result in the quickest start.

Thanks,
David Studenski
U.S. Army Corps of Engineers
Regulatory Branch
1114 South Oak Street
La Crescent, MN 55947-1560
(651) 290-5902
FAX: (507) 895-4116

http://www.mvp.usace.army.mil/Missions/Regulatory.aspx

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Date:

2/17/2016

To:

David Studenski

U.S. Army Corp of Engineers

Regulatory Branch 1114 South Oak Street

La Crescent, MN 55947-1560

From:

Jasper J. Kruggel

City of Northfield, Minnesota Streets and Parks Manager

Subject:

Project 2010-01608-DAS Special Condition Number One Proposed Revision

Special condition number one states the following:

As a compensatory mitigation for the authorized activities, a minimum of 4.381 fresh (wet) meadow wetland credits shall be debited from Minnesota Wetland Bank account # 1475 (Dan Ruby Mitigation Bank), serving Bank Service Area 8 (Lower Mississippi River Basin).

The City of Northfield is proposing a change to this language due to the lack of availability of fresh (wet) meadow wetland credits from the Dan Ruby Mitigation Bank. The proposed language for special condition number one is as follows:

As a compensatory mitigation for the authorized activities, a minimum of 4.381 sedge meadow wetland credits shall be debited from Minnesota Wetland Bank account # 1541 (Wetland Credit Agency, LLC/Mark and Tim Sorenson), serving Bank Service Area 8 (Lower Mississippi River Basin).

The City of Northfield feels this is an appropriate substitute for the existing permit language due to the credits being closer to the impacted site and will still meet the intent of the water quality benefits required through the mitigation process

Along with this memo is the signed permit and the signed Preliminary Jurisdictional Determination Form. Please contact me using my information below if there are any follow-up questions.

Thank you,

Jasper J. Kruggel Streets and Parks Manager

1710 Riverview Drive Northfield, MN 55057

(507) 645-3027



# Mill Towns Trail

P.O. Box 282 Northfield, MN 55057

Wednesday, November 04, 2009

To Whom It May Concern:

The Friends Board of the Mill Towns State Trail wishes to support the application of the City of Northfield for a Regional Trail Grant through the Parks and Trails Legacy Grant program.

Northfield will be building a trail on the east side of the Cannon River, connecting to the Mill Towns State Trail in Northfield and Dundas, making it part of a larger regionally significant trail system.

The members of the Friends Board believe so strongly in this project that we will commit \$40,000 of our own funds toward the project.

Meg Otten
Meg Otten

Chair, Friends Board of the Mill Towns State Trail

٠,



Date:

4/26/2016

To:

Mayor and City Council

From:

David E. Bennett, Public Works Director/City Engineer

Melanie Lammers, Finance Director CC Linstroth, Interim City Administrator

Subject:

Discussion of East Cannon River Trail Project – Accept Bids and Award

Contract; Approve East Cannon River Trail Cooperative Agreement with the City of Dundas; Approve Wetland Credit Disbursement for the East Cannon River

Trail Project

Staff received additional questions on April 26, 2016. The questions along with responses are indicated below.

# Q01. Why was the City directed to a specific wetland bank and what would the same types of credits would costs in other banks?

The Army Corps of Engineers permit issued to the City special condition 1. "As compensatory mitigation for the authorized activities, a minimum of 4.381 fresh (wet) meadow wetland credits shall be debited from Minnesota Wetland Bank account #1475 (Dan Ruby Mitigation Bank), serving Bank Service Area 8 (Lower Mississippi River Basin)."

Fresh (wet) meadow wetland credits were not available in the Dan Ruby Mitigation Bank. The Army Corps of Engineers allowed for Sedge Meadow substitute from the Minnesota Wetland Bank, with a memo requesting substitution (See attached memo and email from David Studenski about substituting Sedge Meadow).

When the Army Corps of Engineers allowed for the substitution of Sedge Meadow from the Minnesota Wetland Bank, the prices for the wetland credits are below. The lowest cost credit is before Council for approval.

County	Topography	Vendor	Price/credit	Total
			\$	\$
Freeborn	Sedge Meadow	Sorenson Bank	23,500.00	109,645.48
			\$	\$
Jackson	wet to wet-mesic prairie	Dan Ruby	29,621.00	137,024.38
		McNallan Real	\$	\$
Wabasha	sedge meadow	Estate	24,854.00	116,049.58
			\$	\$
Waseca	Shrub-char/alder thicket	Thomas Mariska	35,000.00	160,691.98

# Q02. Was the \$40,000 Rotary Grant from the Mill Towns Trail spent with the first project?

As part of the 2010 Trail Legacy Grant application (03-16-10 Council Meeting), the Friends Board of the Mill Towns Trail pledged \$40,000 of their own funds toward the project (see attachment). The City received \$274,500 to be allocated to the project with the award of the 2010 Legacy Trail Grant. The Legacy Grant application is for phase two of the East Cannon River Trail.

#### Additional information:

In reconstructing the accounting records for the East Cannon River Trail Project, I do not believe we spent the \$40,000 grant from the Mill Towns Trail project that was received through the Rotary. The first part of the trail was completed with the Babcock Lift Station project. The money used for the trail was a grant, and Wastewater Funds. This portion of the trail is an access driveway for the lift station, which is why Wastewater Funds were used. The \$40,000 of funds were pledged with the 2010 Legacy Grant Application. We have been awarded those funds, but have not received the money because the trail has not been built.





City Hall 801 Washington Street Northfield, MN 55057 ci.northfield.mn.us

# **Legislation Text**

File #: Res. 2016-046, Version: 1

City Council Meeting Date: May 3, 2016

To:

Mayor and City Council

**Interim City Administrator** 

From:

David Bennett, Public Works Director/City Engineer

Jasper Kruggel, Streets and Parks Manager

East Cannon River Trail Cooperative Agreement with the City of Dundas

#### **Action Requested:**

The Northfield City Council enters into a cooperative agreement with the City of Dundas describing obligations associated with the East Cannon River Trail joint project.

### **Summary Report:**

A cooperative agreement (Attachment 2) has been developed to address areas of the East Cannon River Trail project that have responsibilities from both the cities of Dundas and Northfield. The intent of this agreement is to describe those responsibilities in a transparent manner creating an outline of procedures for current and future project tasks.

Questions from Councilors about the project that have been raised over the past few weeks along with responses from staff are included (Attachment 7).

The City received bids for the East Cannon River Trail project, and with the funding that has been authorized to date by City Council a paved trail is within the amount authorized. The cooperative agreement funding split with Dundas has their local contribution with enough funding for a paved trail, and is preferred by the City of Dundas.

The City of Dundas approved the Cooperative Agreement at their April 11, 2016 City Council meeting with a few conditions. Those conditions were discussed at the April 26, 2016 joint Northfield and Dundas City Council meeting. The Cooperative Agreement has been updated to reflect those discussions.

**Project Extent** - The cooperative agreement defines the project extent as "from Bollenbacher Ct. in Northfield to Everett St. in Dundas, including but not limited to, new bituminous trail, storm sewer, grading, restoration, wetland impact, and wetland mitigation."

Grant and Project Cost Split - The cost split for the project will be 84% Northfield and 16% Dundas. This split encompasses all grant proceeds, construction costs, overhead, wetland mitigation, and future wetland monitoring considerations. The split is based on a construction cost estimate which determined that 84% of the project cost lies within the Northfield corporate limits and 16% of the cost lies within the Dundas corporate limits. Please see 'Exhibit 1' (Attachment 3) for actual cost breakdown.

## File #: Res. 2016-046, Version: 1

**Payments** - Based on the projected cost estimates, Dundas will pay Northfield beginning in 2017 for their local share. Their cost will be spread over 5 years with interest at the City's 2016 bond rates.

*Overpayments* - In the event that Dundas overpays Northfield based on actual, final project costs, Northfield will pay Dundas the remaining balance within 30 days of the completion of the project.

Ownership and Future Maintenance - Northfield and Dundas will own and maintain the respective trail sections located with their respective corporate limits.

This agreement outlines the roles and responsibilities of each party involved with the East Cannon River Trail Project. The agreement reiterates a strong working relationship with one of our neighboring municipal governing bodies and creates a framework for future cooperative agreements. As a note, an agreement similar in form to the agreement before you today will be developed for the Regional Park project and the grants, amenities, operations, and maintenance associated with that project at a future date.

# **Financial Impacts:**

At the September 15, 2015 City Council meeting staff outlined the remaining costs for the construction of this project. City Council approved Resolution 2015-102 authorizing a general fund transfer of \$196,033 and TIF 4 Transfer of \$173,175, allowing for additional project funding of \$917,028 for the project (See Attachment 4).

The cooperative agreement, Exhibit 1, has the up-to-date cost split for both cities. It includes splitting the overhead cost (Barr Engineering contracts which were previously authorized and funded). This brings the total project funding to \$1,037,628. With the approval of this agreement and award of the project, the project is trending under budget by \$30,000 as shown in Exhibit 1 at \$1,007,056.

The project also has a 10% project contingency of \$62,000 and \$30,000 for wetland closeout monitoring. These costs may not be realized on this project.

#### **Tentative Timelines:**

The City of Dundas approved this agreement at their April 11, 2016 City Council meeting. If approved by the City of Northfield, both parties will enter into this agreement and proceed accordingly.