

**CITY OF SAINT PETER, MINNESOTA
AGENDA AND NOTICE OF MEETING**

Regular Workshop Session of Monday, November 18, 2013
Library Meeting Room– 5:30 p.m.
601 South Washington Avenue

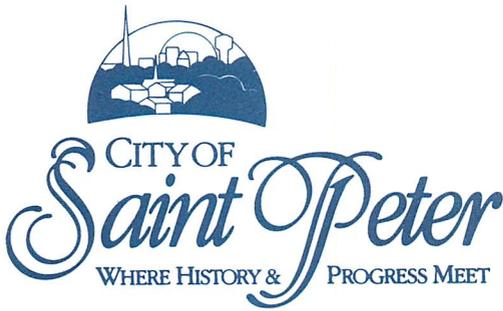
- I. **CALL TO ORDER**

- II. **DISCUSSION**
 - A. Downtown Handicap Friendliness Project
 - B. Highway 295 Project Variance
 - C. Mount Simon Aquifer Study
 - D. Others

- III. **ADJOURNMENT**

Office of the City Administrator
Todd Prafke

TP/bal



Memorandum

TO: Honorable Mayor Strand
Members of the City Council

DATE: 11/15/13

FROM: Todd Prafke
City Administrator

RE: Downtown Handicap Friendly Program Update

ACTION/RECOMMENDATION

None needed. For your information only.

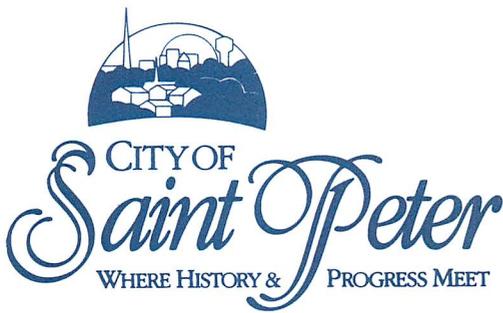
BACKGROUND

Chamber President Ed Lee and the intern assisting him on the Downtown Handicap Friendly program will be in attendance at the workshop on Monday evening to provide an update on the program.

Councilmembers may recall that this program is an effort to assist downtown business owners with ideas to make their businesses more accessible for people with disabilities or limited mobility. The Council previously approved an EDA funding mechanism for improvements to businesses.

Please feel free to contact me if you have any questions or concerns on this agenda item.

TP/bal



Memorandum

TO: Todd Prafke
City Administrator

DATE: 11/15/13

FROM: Lewis G. Giesking
Director of Public Works

RE: Highway 295 Project Variance Request

ACTION/RECOMMENDATION

None needed. For your information and discussion only.

BACKGROUND

The Minnesota Department of Transportation (MnDOT) turned back State Highway 295 (Freeman Drive) to the City. MnDOT provided turnback funds to fund the reconstruction of Highway 295 and the creation of a new Washington Avenue access to State Highway 169. The project was to solve several issues including the safety issue on Highway 169 with intersections too close together; create a new access to the Saint Peter Regional Treatment Center complex; provide for improvements to Highway 295; and to resolve property ownership in the area. Some members may remember a few of the issues that were discussed with you during the project construction.

MnDOT turnback funds were allocated to fund 100% of the project cost. A stipulation in the agreement restricts the allowance for project development/engineering costs to a maximum of 25% of the total project costs. Engineering costs exceeded the allowable project development/engineering costs by \$28,227.37. Bolton and Menk, Inc. has provided an explanation for exceeding the 25% limit including extra costs as follows:

- Additional soil boring
- Resolving right-of-way issues relating to an old abandoned railroad property, the State of Minnesota property, and MnDOT property
- Resolution of wetland mitigation issues
- Resolution of poor sub-grade soil issues
- Work with MnDOT and the Regional Treatment Center to minimize traffic disruptions during construction; and
- A semi rollover near the end of the project resulting in repairs to the high tension cable barrier.

These unforeseen issues resulted in exceeding the project development/engineering cost limits.

To help resolve this the City Council may wish pass a resolution requesting that MnDOT authorize a variance from the project development/engineering cost limits. This process provides an opportunity for State Turnback Funds. City staff concurs with the justifications for extra cost as requested by the engineers.

If the Council does not request the variance, the additional cost would be borne by the General Fund or the City's Municipal State Aid (MSA) Funds. After discussion with MnDOT, we do believe that they are likely to approve the variance given the nature of the work and documentation that can be provided.

Please feel free to contact me if you have any questions or concerns on this agenda item.

LGG:bl



BOLTON & MENK, INC.

Consulting Engineers & Surveyors

1960 Premier Drive • Mankato, MN 56001-5900
Phone (507) 625-4171 • FAX (507) 625-4177

MEMORANDUM

DATE: May 25, 2012

TO: Mr. Lew Giesking
Director of Public Works

FROM: Jeffrey A. Domras, P.E.
Project Manager

SUBJECT: TH 295 Variance Request

In 2008, MnDOT asked the City to consider accepting the turnback of Trunk Highway (TH) 295 between TH 169 and the lower campus of the Regional Treatment Center (RTC) and, TH 333 from TH 99 to the upper campus of the RTC. TH 295 was also known as Freeman Drive as it served the Marwey Manufactured Home Park and a local business; TH 333 is also known as Sheppard Drive and only served the upper campus of the RTC. Prior to turning the roadways back to the City, MnDOT was responsible for the roads maintenance.

As part of the 2008 turnback agreement, MnDOT would provide the City with turnback funds to eliminate the Freeman Drive access to TH 169, being it was too close to the TH 99 intersection with TH 169. In order to maintain access to the lower campus of the RTC, turnback funding was provided to realign Washington Avenue to intersect TH 169 father to the south of TH 99.

Turnback funds were eligible for costs associated with construction, engineering, environmental mitigation, right of way, etc. Both Municipal State Aid (MSA) funds and turnback funds are governed by Minnesota Rules Chapter 8820. The rules allow project development costs including, surveying, design, soil testing, constructing staking, construction testing, construction administration and inspection to be reimbursed with the funds. The rules limit the reimbursement amount to 25% of the final construction cost.

Because of a number of reasons described below, project development costs exceeded the 25% maximum (normally project development costs are less than 20%). Any costs over 25% are not reimbursable without requesting a variance to the rules. To request a variance, the City Council must pass a resolution and submit supporting project data to MnDOT by December 1, 2013. The provided information is reviewed by a Variance Committee who votes to support or deny the variance request. We feel that the unique challenges of the project justify a variance request:

- 1) Initial soil borings showed extremely soft soils between TH 169 and Freeman Drive. Therefore, MnDOT requested additional soil borings to be completed for construction of the southbound TH 169 turn and acceleration lanes. The additional borings required a special machine, from the Twin Cities, as the borings were in standing water.

- 3) A wetland delineation report was required to be completed. The delineation determined that wetlands existed between TH 169 and Freeman Drive. Once a wetland report is prepared, it must be reviewed and approved by the Local Governing Unit (LGU). Once approved, the road alignment must minimize wetland impacts. Normally the LGU is Nicollet County's Environmental Services but since the wetlands were in MnDOT ROW, MnDOT was responsible to review the mitigation plan. A number of weeks were needed to work with the county's wetland LGU to determine which entity, the county or MnDOT, had jurisdiction.
- 4) After soils testing was completed, the geotechnical engineer determined that approximately 350-feet of the new roadway between Freeman Drive and TH 169 would need to be constructed on lightweight fill. A number of options were considered with shredded tires chosen for this application. During construction, underlying soils were required to be surcharged with four 3-foot lifts of granular borrow and then the elevation and pore pressure had to be monitored between 3 and 6-weeks before the next lift could be placed. The additional testing, elevation checks and soil monitoring costs were only required because of the poor underlying soils.



- 5) The location of the improvements required a substantial amount of planning with MnDOT and the RTC to minimize traffic disruption during construction. Both turn and acceleration lanes were constructed on TH 169 along with a high tension cable barrier and a concrete median.
- 6) The unexpected rollover of a semi-tractor and trailer within the project on TH 169 caused hazardous oil to spill and drain into the new concrete median. It was necessary to coordinate the removal of the hazardous material with MnDOT along with repair of the ditch and high tension cable barrier installed as part of the project.

2. The location of the improvement required a substantial amount of planning with the RUC to ensure that the proposed works would not affect the existing water supply to the RUC. The RUC is a public utility and the proposed works would be subject to the RUC's own regulatory framework. The RUC is a public utility and the proposed works would be subject to the RUC's own regulatory framework. The RUC is a public utility and the proposed works would be subject to the RUC's own regulatory framework.

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The TH 295 turnback project was assigned two state project numbers. One for the work on TH 169 (165-010-012) and one for work on the new South Washington Avenue alignment (165-102-005). Together, project costs are as follows:

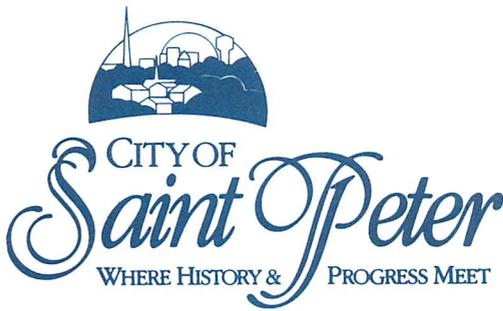
Construction Costs

Project Estimate Based on Low Bid	\$2,132,005.25
Change Order No. 1	\$36,947.80
Changer Order No. 2	\$16,386.75
Quantity Overrun	\$43,813.99
Final Construction Cost	\$2,229,153.79
PD Maximum 25% of Construction	\$557,288.44

Project Development Costs

Predesign Soil Testing, Report, Construction Testing	\$107,848.00
City Administration / Inspection	\$27,607.86
Engineering	\$450,059.95
Total Project Development Cost	\$585,515.81
Amount Over 25% Maximum	\$28,227.37

The amount of project development costs over the 25% maximum is \$28,227.37, or 1.3%. Therefore, a variance should be requested to modify the 25% maximum for project development costs to 26.3%. The variance is requested in the form of a resolution that will be prepare for City Council consideration.



Memorandum

TO: Todd Prafke
City Administrator

DATE: 11/14/13

FROM: Lewis G. Giesking
Director of Public Works

RE: Mount Simon Aquifer Study

ACTION/RECOMMENDATION

None needed. For your information and discussion only.

BACKGROUND

The Minnesota Department of Natural Resources (DNR) has been working with local well owners (public and private) who draw water from the Mount Simon Aquifer to study and determine withdrawal impacts on the aquifer. The Mount Simon aquifer supplies water used by over one million Minnesotans. The majority of the large users are in the metro area where diminishing water levels have been encountered. Recently, more users have been identified in south central Minnesota as the Mount Simon stretches down past Mankato and has become a reliable resource for new large users.

The City of Saint Peter and others have been involved with the DNR in studying the aquifer since 2006. We have participated because we rely on heavily on this water source. In addition, the DNR requires the City participate in the study because we currently have a permit to draw water from the aquifer. Other stakeholders include the cities of Mankato, North Mankato and Lake Crystal as well as Wis-Pak of Mankato, Cenex Harvest States, and Southern Minnesota Construction. Of these users, the City of Saint Peter has previously paid about 7% of the total amount of study work required.

The research has been completed by the Water Resources Department at Minnesota State University (MSU) in Mankato and MSU requires that a contract be completed to identify the scope of work as recognized by the DNR. The study will run from 2013 through 2017 and will include an annual expense that is calculated based on the water that each entity draws from the Mount Simon aquifer each year.

In our area, we are located on the edge of the formation that is being investigated and studied through observation well installations, water level monitoring, groundwater chemical analysis, and aquifer capacity testing to help determine recharge pathways and sustainable limits for this aquifer. This data will help determine aquifer recharge characteristics and potential limitations for future use.

Please feel free to contact me if you have any questions or concerns on this agenda item.

LGG/bll

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #



Minnesota
STATE COLLEGES
& UNIVERSITIES

STATE OF MINNESOTA
MINNESOTA STATE UNIVERSITY, MANKATO
MINNESOTA STATE COLLEGES AND UNIVERSITIES
INCOME CONTRACT

This contract is by and between City of St. Peter, 405 West St. Julien Street, St. Peter, MN 56082 (hereinafter "PERMIT HOLDER(S)") and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State University, Mankato, 238 Wigley Administration Center, Mankato, MN 56001 (hereinafter "STATE").

As per agreement by the PERMIT HOLDERS listed below in Paragraph III.A., the agreement to monitor the Mount Simon aquifer includes all PERMIT HOLDERS that utilize greater than or equal to one percent (1%) of the total Mount Simon water usage during a running five (5) year period based on water use reports submitted by the PERMIT HOLDERS to the Minnesota Department of Natural Resources.

WHEREAS, the PERMIT HOLDER has been requested to enter into an agreement to assist in the monitoring of the Mount Simon aquifer with the STATE; and payments shall be made in accordance with each respective PERMIT HOLDERS percentage of the total Mount Simon aquifer use as described above and in Paragraph III.A., and

WHEREAS, the STATE, is empowered to enter into income contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

- I. DUTIES OF PERMIT HOLDER. The PERMIT HOLDER agrees to provide the following:
 - A. Provide input on annual cost estimates provided by the STATE regarding the expenses associated with the monitoring of the Mount Simon wells. These sites include Well #5 operated by the City of Mankato, the well in 7-Mile Creek Park, and the well at the Loon Lake public access. The STATE, in consultation with the PERMIT HOLDERS and the Minnesota Department of Natural Resources retains approval authority for allowable expenses to be billed to the project.
 - B. Participate in the monitoring process by contributing requested funds to cover expenses of the effort, and to participate in PERMIT HOLDERS meetings as requested by the STATE and/or the Minnesota Department of Natural Resources.

II. DUTIES OF STATE. The STATE agrees to provide the following:

- A. Fiscal services in the form of tracking expenses, provision of invoices, collection of costs and reimbursement for expenses to those who provide services for the Mount Simon aquifer monitoring project, including annual cost estimates.
- B. Provide invoices of annual services to the PERMIT HOLDERS no later than April 30th of each year for the previous year’s expenses, and at that same time provide an estimated cost for the upcoming year.
- C. Collect, manage, and report data from the well monitoring sites in an objective and unbiased manner. Provide an annual report that contains details about accrued expenses, data results and a summary report of work that has been done and is going to be done on the project.

III. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration for all services performed and goods or materials supplied by the STATE, the Minnesota Department of Natural Resources and PERMIT HOLDERS participating in the monitoring pursuant to this contract shall be paid by the PERMIT HOLDERS based on the proportion of the total waters use based on a five (5) year running average (as provided by the Minnesota Department of Natural Resources). As of 2013, the following entities have been identified as participants in the Mt. Simon Monitoring collaboration:

- i. City of Mankato,
- ii. City of North Mankato,
- iii. City of St. Peter,
- iv. City of Lake Crystal,
- v. Wis-Pak, Inc.,
- vi. Cenex Harvest States, Inc., and
- vii. Southern Minnesota Construction

The five (5) year running averages of total water used on which the proportion of the annual payments will be calculated are as follows:

<u>Expense Year</u>	<u>5-Year Water Use Reports used to Calculate Proportions*</u>
2013.....	2008-2012
2014.....	2009-2013
2015.....	2010-2014
2016.....	2011-2015
2017.....	2012-2016

*In the event that total use reports are unavailable at the time of billing, STATE will retain the right to utilize the most recent proportions that are available.

Invoices will reflect the total cost of all expenses for the previous year and the amount due based on the proportions listed above will be noted. This payment allocation table will be updated each year and new five (5) year running proportions will be calculated (see attached Exhibit A). The new proportions will be reported to the PERMIT HOLDERS as soon as they are available. If a PERMIT HOLDER becomes responsible for less than one percent (1%) of

the total use among the listed PERMIT HOLDERS, the PERMIT HOLDER is no longer responsible for participation until use is again greater than or equal to one percent (1%) of the total Mount Simon aquifer water use. Any new Mount Simon PERMIT HOLDERS will also be reviewed to determine if they are using one percent (1%) or more of the Mount Simon water drawn each year, and they will be included in the project.

B. Terms of Payment. Payment shall be made by the PERMIT HOLDER within ninety (90) days of receipt of invoice from STATE, with invoicing by the STATE April 30th of each year.

IV. TERM OF CONTRACT. This contract shall be retroactive to January 1, 2013, and will include actual expenses incurred during the 2013 calendar year to prepare materials, labor and installation on the Mount Simon aquifer projects, and data collection as discussed with the PERMIT HOLDERS; and shall remain in effect until December 31, 2017. Included in the expenses will be an annual maintenance fee. The annual maintenance fee will be used to repair/replace equipment, conduct routine equipment verifications, complete software updates, etc. and will be tracked separately from other expenses. An annual report will be provided to the PERMIT HOLDERS and the Minnesota Department of Natural Resources, and then in 2017, STATE will meet to discuss monitoring program status and determine an agreement (as needed) for the period of 2018-2022.

V. CANCELLATION. This contract may be canceled by the PERMIT HOLDER or STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the STATE and other entities that incurred expenses shall be entitled to payment, determined on a pro rata basis for work or services satisfactorily performed. PERMIT HOLDER cancellation of this agreement may impact groundwater use permits from the Minnesota Department of Natural Resources, including cancellation, reduction or other penalties determined by the Division of Waters.

VI. AUTHORIZED REPRESENTATIVES.

The PERMIT HOLDER'S Authorized Representative for the purposes of administration of this contract is Peter Moulton, Water Superintendent, City of St. Peter, 405 West St. Julien Street, St. Peter, MN 56082.

The STATE'S Authorized Representative for the purposes of administration of this contract is Shannon Fisher, Director of Water Resources Center, Minnesota State University, 135 Trafton Science Center South, Mankato, MN 56001.

In the event the PERMIT HOLDER'S authorized representative cannot fulfill the duties, an alternate representative may be appointed by the PERMIT HOLDERS. In the event the STATE'S authorized representative cannot fulfill the duties, an alternate representative may be appointed by the STATE.

VII. ASSIGNMENT. Neither the PERMIT HOLDERS nor the STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

- VIII. LIABILITY. Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Minnesota State University, Mankato's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter §3.736 and other applicable law.
- IX. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The PERMIT HOLDER is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. 12101, et. seq. and regulations promulgated pursuant to it. The STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
- X. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
- XI. GOVERNMENT DATA PRACTICES ACT. The PERMIT HOLDERS must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the PERMIT HOLDERS in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08, apply to the release of the data referred to in this Article by either the PERMIT HOLDERS or the STATE.

In the event the PERMIT HOLDERS receive a request to release the data referred to in this Article, the PERMIT HOLDERS must immediately notify the STATE. The STATE will give the PERMIT HOLDERS instructions concerning the release of the data to the requesting party before the data is released PERMIT HOLDERS shall not be obligated to incur any legal expense relating to or arising out of such instructions.

- XII. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- XIII. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the PERMIT HOLDERS relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
- XIV. OTHER PROVISIONS.

N/A.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. **STATE: MINNESOTA STATE COLLEGES AND UNIVERSITIES
MINNESOTA STATE UNIVERSITY, MANKATO**

By: Brian Martensen
Title: Interim Dean of the College of Science, Engineering & Technology
Date:

By: Richard J. Straka
Title: V.P. Finance and Administration
Date:

2. **PERMIT HOLDERS: CITY OF ST. PETER**

PERMIT HOLDER certifies that the appropriate person(s) have executed the contract on behalf of PERMIT HOLDER as required by applicable articles, by-laws, resolutions, or ordinances.

By: Peter Moulton
Title: Water Superintendent
Date:

3. **AS TO FORM AND EXECUTION:**

By: Vickie Hanson
Title: Office Administrator
Date:

Mt Simon Collaboration
Estimated Expenses for Calendar Year 2013

EXHIBIT A

Expense	Rate	Units	Total Cost
Technical Assistance			
Field Monitoring, Maintenance, and Data Mgmt.	\$41.00	48 hrs	\$1,968
Data Analyses and Report Preparation	\$41.00	16 hrs	\$656
Travel (mileage reimbursement for 52 miles/month)	\$0.52	624 miles	\$324
Supplies and Repairs*	\$600.00	1 annual*	\$600
Administration (contracts, report/data review, etc..)	\$75.00	16 hrs	\$1,200
Indirect Charges (12% on labor charges only)			\$459
Total Estimated Expenses for 2013*			\$5,207

**Expenses for 2014-2017 are anticipated to increase approximately 3-6%/year, but are subject to change.*