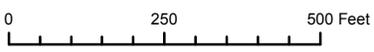


12221 Olive St



**EASEMENT AGREEMENT**

(     )

**THIS INDENTURE**, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between THOMAS BODEN, a single person, herein referred to as the Landowner, and the CITY OF COON RAPIDS, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the "City".

**WITNESSETH:**

That the said Landowner in consideration of the sum of One Dollar and other good and valuable consideration to it in hand paid by the City, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the said City, its successors and assigns, forever, a permanent easement for drainage and utility purposes over, under and across the following described property:

A 10.00 foot Drainage and Utility Easement lying over, under and across Lot 4, Block 1, COLLEEN ADDITION, Anoka County, Minnesota. The center line of said easement is described as follows:

Beginning at the most northerly northwest corner of said Lot 4, thence on an assumed bearing South 00 degrees 00 minutes 02 seconds West, along a west line of said Lot 4, 19.02 feet to a corner of said Lot 4; thence continuing South 00 degrees 00 minutes 02 seconds West 150.00 feet to the south line of said Lot 4 and said line there terminating.

**EXEMPT FROM STATE DEED TAX**

This easement shall convey to the City, its contractors, agents, officers and employees the right to enter upon said premises at all reasonable times for the purpose of construction, grading, sloping and restoration purposes, and all such purposes ancillary thereto, together with the right

of said City, its contractors, agents, officers and employees to remove trees, brush, undergrowth and other obstructions from the easement area, as well as the right to deposit earthen materials within the easement area.

The City agrees to indemnify and hold the Landowner harmless from damages or claims resulting directly and solely from the use of the easements. This indemnification, however, shall not include and the City shall not be responsible for any and all costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, and losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the property prior to the date hereof and which were not caused by the City.

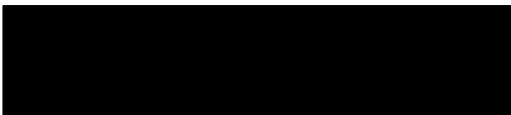
Upon the completion of any construction, maintenance, or replacement project, the City will restore any disturbed areas including, but not limited to, the replacement of any damaged sod and plantings

Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided in Minnesota Statutes Chapter 466.

And the said Landowner, for itself, its successors and assigns, does covenant with the City, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid and has good right to grant and convey the easement herein to said City.

**IN WITNESS WHEREOF**, the said Landowner has caused this agreement to be executed as of the day and year first above written.

By

  
Thomas Boden

CITY OF COON RAPIDS

By: \_\_\_\_\_

Tim Howe, Mayor

By: \_\_\_\_\_

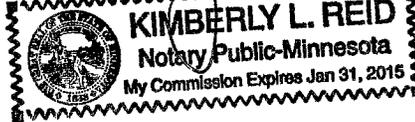
Steven D. Gatlin, City Manager

*[Signatures continue on following page]*

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF ANOKA )

On this 15<sup>th</sup> day of December, 2014, before me a Notary Public within and for said County, personally appeared [REDACTED]

Notary Public



STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF ANOKA )

On this \_\_\_ day of \_\_\_\_\_, before me a Notary Public within and for said County, personally appeared Tim Howe and Steven D. Gatlin, the Mayor and City Manager for the City of Coon Rapids, a municipal corporation under the laws of the State of Minnesota, on behalf of the municipal corporation.

\_\_\_\_\_  
Notary Public

This instrument was Drafted by:

David J. Brodie  
Coon Rapids City Attorney  
11155 Robinson Drive  
Coon Rapids, Minnesota 55433  
(763) 767-6495

Accepted by the Coon Rapids City Council the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Joan Lenzmeier, City Clerk



**City Council Regular**

**Meeting Date:** 01/05/2015

**Subject:** Allocate Funds for Radio Amplifier for Police Department

**From:** Sharon Legg, Finance Director

---

**INTRODUCTION**

Council is being asked to approve Resolution 15-01 amending the 2015 capital outlay budget to cover the cost of a radio amplifier for the police department.

**DISCUSSION**

A Bi Directional Amplifier (BDA) amplifies the signals for police officers when in City Hall. The present system is not longer operational and needed to be replaced. This was considered an emergency purchase for safety reasons. However, funds need to be allocated for the capital outlay expenditure.

The amplifier cost \$6,554. The attached resolution authorizes funds to be transferred from the small tool line item to capital outlay.

**RECOMMENDATION**

Approve Resolution 15-01 amending the 2015 budget for an amplifier for the police department.

---

**Attachments**

RS 15-01

---

**RESOLUTION NO. 15-01**

**RESOLUTION AMENDING THE 2015 BUDGET FOR AN AMPLIFIER FOR THE  
POLICE DEPARTMENT**

**WHEREAS**, Section 1-700 of the City Charter provides for adoption of an annual budget and the subsequent amendments; and

**WHEREAS**, the 2015 budget does not include capital outlay funds for replacing an amplifier for radios in the police department; and

**WHEREAS**, the present amplifier is no longer is operable and needed immediate replacement; and

**WHEREAS**, the total cost to complete the purchase is estimated to be \$6,554; and

**WHEREAS**, capital outlay purchases must specifically be identified and funded per the City Code 2-803, and

**WHEREAS**, funds are available in the Police Department repair and maintenance account to make this purchase.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Coon Rapids, Minnesota to increase the Police Department capital outlay budget by \$6,554 for the purchase of amplifier.

Adopted this 5<sup>th</sup> day of January, 2015.

---

Jerry Koch, Mayor

ATTEST:

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Joan Lenzmeier, City Clerk



**City Council Regular**

**Meeting Date:** 01/05/2015

**Subject:** Accept Easement from Allina Health System

**Submitted For:** David Brodie, City Attorney

**From:** Kim Reid, Administrative Legal Assistant

---

**INTRODUCTION**

Council is asked to accept an easement for sidewalk purposes from Allina Health System over portions of their property that lies northwesterly of Coon Rapids Boulevard as dedicated in said River View Farms Plat 3.

**DISCUSSION**

On October 1, 2013, City Council approved the final plat for Riverview Farms Plat 3 located in the northwest corner of Blackfoot Street and Coon Rapids Boulevard. As a condition of the plat approval, Council requested a 10 foot sidewalk easement from Allina Health along the northwestern part of Coon Rapids Boulevard.

**RECOMMENDATION**

Accept easement for sidewalk purposes from Allina Health System over portions of their property that lies northwesterly of Coon Rapids Boulevard as dedicated in said River View Farms Plat 3.

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**Attachments**

Location Map

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# Location Map





**City Council Regular**

**Meeting Date:** 01/05/2015

**Subject:** Set Hearing for Misc. Assessments 2015 (1)

**Submitted For:** Sharon Legg, Finance Director

**From:** Heidi Cederstrand, Assessment Clerk II

---

**INTRODUCTION**

A date for a public hearing should be set to consider miscellaneous assessments to be certified to the County for collection with the 2016 property taxes.

**DISCUSSION**

The City Council must set a public hearing as required by State Statutes. At that hearing, the City Council may refer appellants to the Board of Adjustment and Appeals. The Board of Adjustment and Appeals will then give their recommendation.

The Board of Adjustment and Appeals is expected to conduct this hearing on March 5 and make a recommendation to the City Council at the March 17 Council meeting. Staff will incorporate the process in the required mailing to the property owner.

These assessments include services provided to taxpayers, in most cases code enforcement violations. The terms of repayment are determined by the amount being assessed. The proposed assessments are categorized by the number of years to be assessed and the interest rate recommended.

**RECOMMENDATION**

Staff recommends adoption of Resolution 15-5 Miscellaneous Assessment declaring the cost to be assessed, ordering preparation of the proposed assessment roll and ordering the public hearing for February 3 on the proposed assessment roll.

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**Attachments**

Res. Set Hearing Date-MISC5-1

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**RESOLUTION NO. 15-27**

**RESOLUTION ADOPTING 2015(1) MISCELLANEOUS SPECIAL ASSESSMENTS  
(ONE YEAR)**

**WHEREAS**, pursuant to property notice duly given as required by law, the City Council has met and heard and passed upon all objections to the proposed assessment for the nonpayment of invoices; and

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Coon Rapids, Minnesota that

1. Such proposed assessment, a copy of which is attached hereto and made a part thereof, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

2. Such assessments shall become payable in annual installments, commencing with the first Monday in January 2016, and shall bear interest at the rate of 1.16% per annum from the date of the adoption of this assessment resolution. To the installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2016. The total amount of the one-year assessment is \$

3. The owner of any property so assessed may, at any time prior to certification of the assessment to the Director of the Anoka County Records and Taxation Division (but no later than November 14, 2015), pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City Treasurer, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this resolution. He/she may, at any time thereafter, pay to the City Treasurer the entire amount of the assessment remaining unpaid, with interest accrued through the date of payment. However, such payment must be made no later than November 14 or interest will be charged through December 31 of the next succeeding year.

4. The Clerk shall forthwith transmit a certified duplicate of this assessment to the County Property Records and Taxation Division to be extended on the proper tax lists of the County, and such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted by the Coon Rapids City Council this 3<sup>rd</sup> of February 2015.

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Jerry Koch, Mayor

ATTEST:

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Joan Lenzmeier, City Clerk

**RESOLUTION NO. 15-5**

**RESOLUTION DECLARING COST TO BE ASSESSED AND ORDERING  
PUBLIC HEARING ON PROPOSED ASSESSMENT ROLL FOR  
2015(1) MISCELLANEOUS ASSESSMENTS**

**WHEREAS**, costs to the City for abatement of code violations, securing and monitoring fees for vacant property, mowing of weeds, utility bankruptcy and any other unpaid fees, with total cost incurred for the improvements being \$174,488.82 and administrative fees of \$9,540 making the total cost of the improvements \$184,028.82.

**WHEREAS**, the Clerk has notified the Council that such proposed assessment has been completed and filed in the Clerk's Office for public inspection,

**NOW, THEREFORE BE IT RESOLVED** by the City Council of Coon Rapids, Minnesota:

1. The cost of such improvement to be specially assessed is hereby declared to be \$184,028.82.
2. The City Clerk with the assistance of the City Assessor shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation as provided by law, and the City Assessor shall file a copy of such proposed assessment for public inspection.
3. An assessment hearing shall be held on the 3rd day of February, 2015 in the Council Chambers at 7:00 p.m. to pass upon such proposed assessment and at such time and place all persons owning property affected by such assessment will be given an opportunity to object to the assessment. A written objection must be filed prior to or at the assessment hearing to preserve the owner's right to appeal the assessment to district court.
4. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper.

Adopted by the Coon Rapids City Council this 5th day of January, 2015.

---

Jerry Koch, Mayor

Attest:

---

Joan Lenzmeier, City Clerk



## **City Council Regular**

**Meeting Date:** 01/05/2015

**Subject:** Accept Proposal for Engineering Services for 2015 Sanitary Sewer Lining Program and Authorize Execution of Agreement - Project 15-6

**Submitted For:** Mark Hansen, Assistant City Engineer

**From:** Cher Ridout, Admin Secretary II

---

### **INTRODUCTION**

As part of the 10 year capital improvement program, we have selected several neighborhoods to continue the sanitary sewer lining program. Lining for 2015 will be done in several areas as shown on the attached map. Our consultant, SEH, has provided engineering services as part of the sanitary sewer comprehensive plan and capital improvement program. They have submitted a proposal for engineering services for the 2015 sanitary sewer lining project. Council is requested to accept the proposal and authorize execution of the agreement.

### **DISCUSSION**

The City is continuing the lining program for the sanitary sewer system that began in 2008. Lining will be done in areas where the clay sanitary sewer pipe exhibits significant maintenance concerns. The attached proposal from SEH includes preparing a preliminary and final report, preparing construction plans and specifications, assisting the City in the bidding process, negotiating a construction contract with the successful bidder, and providing inspection services during construction of the lining project.

If Council approves the proposal, design work will begin immediately. We plan to have the project bid in early summer with construction beginning in late summer. Completion of the project is planned for fall of 2015.

### **RECOMMENDATION**

It is recommended that the City Council accept the proposal from SEH for engineering services for the 2015 sanitary sewer lining program, and authorize execution of the agreement in accordance with the proposal dated August 25, 2014.

---

### **BUDGET IMPACT:**

The proposal contains a lump sum fee of \$64,980 for engineering services. The total estimated construction cost of the project is \$1,180,000. Funds have been budgeted in the Sanitary Sewer Utility Fund for this work.

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### **Attachments**

Proposal

## Location Map

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**CITY OF COON RAPIDS**

**LETTER OF ENGAGEMENT**

**Project Name:** 2015 Sanitary Sewer Lining

**City Project No.:** 14-\_\_

This Letter of Engagement is entered into this \_\_th day of SEPTEMBER, 2014 by and between the CITY OF COON RAPIDS, 11555 Robinson Drive, Coon Rapids, Minnesota 55433 (the "City") and Short Elliott Hendrickson, Inc. 3535 Vadnais Center Drive, St. Paul, Minnesota, 55110 (the "Consultant").

**RECITALS**

WHEREAS, the City and the Consultant entered into an Engineering Master Consulting Agreement (the "Agreement") on the 30th day of April, 2014; and

WHEREAS, this Agreement provides that the City will engage the Consultant from time to time to assist in providing engineering services for projects and studies designated by the City and as described through separate Letters of Engagement; and

WHEREAS, the City wishes to retain Consultant to perform Service(s) to assist with the following described project:

**2015 Sanitary Sewer Lining; and**

WHEREAS, this Letter of Engagement outlines the Service(s) to be performed by the Consultant; the approved cost of the Project; and the Project schedule.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and intending to be legally bound hereby, the City and the Consultant hereby agree as follows:

**ARTICLE ONE**

**SERVICES TO BE PERFORMED BY THE CONSULTANT**

The City hereby retains Consultant for the purposes of advising and consulting the City for the services described on Exhibit A attached hereto and made a part hereof.

**ARTICLE TWO**

**SCHEDULE OF PERFORMANCE**

The Consultant shall perform the services for the Project on the basis of the schedule attached hereto as Exhibit B and made a part hereof by reference. The schedule may be adjusted by mutual consent as the Service(s) proceed. The term limits established by the schedule and approved by the City shall not be exceeded by the Consultant or the City, except for a reasonable cause agreed to by the City.

**ARTICLE THREE  
CONSULTANT'S COMPENSATION**

The City shall pay the Consultant for services furnished and the Consultant shall accept as full payment the sums described on Exhibit C attached hereto and made a part hereof.

**ARTICLE FOUR  
CAPITALIZED TERMS**

Capitalized terms not otherwise defined herein have the meaning given them in this Agreement.

Subject to the terms and conditions of this Engagement Letter, all of the terms and conditions of the Engineering Master Consulting Agreement dated the 30th day of April, 2014 will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Engagement Letter as of the date first above written.

CONSULTANT

CITY OF COON RAPIDS

Short Elliott Hendrickson, Inc.

By: \_\_\_\_\_  
Its: Mayor

By: *Donald R. Smith*  
Its: *Project Manager*

By: \_\_\_\_\_  
Its: City Manager

Recommended:

By: *Tom A.*  
Its: Public Works Director

Approved as to Form:

By: \_\_\_\_\_  
Its: City Attorney

**EXHIBIT A**

**SERVICES TO BE PERFORMED BY CONSULTANT**

- Preliminary Engineering Reports
- Application for and pursuant to various funding programs
- Environmental Worksheets
- Design, Construction and Legal Boundary Surveys
- Detailed Design and Plan Preparation
- Technical Specifications
- Estimates and Construction Contract Documents
- Comparative Bids Solicitation and Evaluation
- Part-time Construction Engineering and Observation Services
- Contract Management
- Preparation of Record Plans and Final Contract Compliance Reports
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

## EXHIBIT B

### PROJECT SCHEDULE

<b>Item</b>	<b>Date</b>
Council awards consultant contract and orders preliminary report	January 2015
Submit draft preliminary report to City for review and comment	January 14, 2015
Receive draft preliminary report comments from City	January 19, 2015
Council approves preliminary report, sets public hearing date, and sends notices to newspapers to publish	N/A
Council holds public improvement hearing, orders project, and authorizes preparation of plans and specifications	N/A
Submit draft plans with Engineer's estimate to City for review and comment	January 26, 2015
Council approves plans and specifications, sets bid date and assessment hearing date	February 3, 2015
Receive draft plan comments from City	N/A
First advertisement for bid	February 4, 2015
Final plans and specs to Contractors	February 5, 2015
Bid opening	February 25, 2015
Send assessment hearing notice to newspaper to publish, and send notice to affected property owners	N/A
Assessment hearing	N/A
Construction commences	April 1, 2015
Construction ends	November 20, 2015

## EXHIBIT C

### CONSULTANT'S COMPENSATION FOR PROJECT

Item	Amount	Reimbursable Expenses
Preliminary Report		
Preparation of contract documents and construction plans	\$64,980	Included
Preliminary Survey	N/A	
Design		
Construction Staking	N/A	
Construction Services (PARTTIME)	INCLUDED	
Final Inspection	INCLUDED	
Record Drawings-VIDEOS	N/A	
Special Services	N/A	
<b>Total Project Costs</b>	<b>\$64,980</b>	<b>Included</b>

The above sums for services shall be Lump Sum Hourly Not to Exceed, subject only to adjustments for a change in scope of services performed, agreed upon in writing by the City and the Consultant.

**EXHIBIT D**

**CONSULTANT'S PROPOSAL**

## SEH's Services 2015 Sanitary Sewer Lining

The scope of the Professional Services described in the "Agreement" dated April 30, 2014 are modified in this Exhibit A

### Preliminary Engineering Report Phase

#### Project Initiative

SEH will consult with Owners representatives regarding all issues that may affect the project. Issues include the following.

Confirm major concerns and constraints of the existing Schedule Area Sewers Priority #1, #2 and #3, as determined by the Prioritization Schedule created in June, 2014.

Obtain information from the Owner on existing sewer record drawings, previous CCTV video inspection reports and discs, geographic information systems data, service, and utility requirements.

Review available PCAP compliant CCTV records for VCP sanitary sewer within the Owner's planned street reconstruction project areas (CIP years 2015-2017). Provide Owner with spot repair locations to be completed during street reconstruction projects.

### Preliminary and Final Design Phase

Based upon decisions jointly reached with the City, SEH will prepare final design criteria, preliminary and final drawings and preliminary and final specifications. Subtasks are identified below:

#### Preliminary Design Phase

On the basis of the approved report prepare Preliminary Design documents which consist of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.

Prepare the construction drawings necessary for cleaning and lining of the existing sanitary sewers. Drawings will include civil plans and detail sheets.

Prepare a Project Manual using Engineering Joint Contract Document Committee (EJCDC) forms and forms furnished by the City. Specifications will be prepared in a CSI format unless directed otherwise by the City.

Prepare an Engineer's Opinion of Probable Construction Cost based on the completed contract documents.

### Bidding and Construction Services

SEH will provide engineering services associated with bidding, award and construction of the project.

Tasks included in the Bidding Services Phase include the following:

Prepare an "Advertisement for Bid" for the City to advertise the project in newspapers of record.

Respond to Bidders requests for interpretations or additional information. Issue addenda if necessary to clarify contract documents.

Attend Bid Opening, review bids, prepare a bid tabulation, and prepare "Recommendation to Award" presentation to the City Council.

Following contract award by the City provide the following Construction Services:

Assist with the preconstruction conference and project progress meetings.

Provide periodic construction observation (approximately 80 hours over the construction period) to observe the progress and quality of the executed work as necessary. Be available to address adjacent property owner concerns. Provide written documentation of site visits to the City. Full-time, Resident Project Representative Services (RPR) by SEH is not included.

Review shop drawings and other submittals for conformance with the contract documents.

Review contractors Application for Payment and certify amounts recommended for payment to the Contractor.

Evaluate change order proposals and make recommendations to the City.

Perform a substantial completion inspection. Prepare punch lists. Recommend acceptance by the City. Perform final inspection.

### **Additional Services**

If authorized by the Owner, SEH shall furnish additional services, which include, but are not limited, to the following:

- Preparation of applications and supporting documents for government grants, loans or advances.
- Preparation or review of environmental assessment worksheets and environmental assessment impact statements.
- Review and evaluation of any statements or documents prepared by others and their effect on the requirements of the project.
- Additional services due to significant changes in the general scope of the Project or its design including but not limited to, changes in size, location, complexity of character or type of construction.
- Preparing Change Orders or providing other services in connection with changed project conditions which are inconsistent with the original design intent. This includes, but not limited to, changes in project size, complexity, Owner's schedule, character of construction or method of financing.
- Providing professional services made necessary by the default of the Contractor or by major defects in the Work of the Contractor in the performance of the Construction Contract.
- Providing services after issuance to the Owner of the final Certificate for Payment.
- Providing services of professional consultants for other than the normal services stated in the Agreement.
- Preparation of descriptions for permanent and/or temporary easements.
- Serving as an expert witness for the Owner in any litigation or other proceedings.
- Providing services for preparation of preliminary and final assessment rolls.
- Assistance in connection with Bid protests, re-bidding or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required by the Agreement.
- Providing construction surveys and staking to enable the construction contractor to perform its work and any type of property surveys or related engineering services needed for the transfer of interests in real property and providing other special field surveys.
- Providing Resident Project Representation beyond the part-time RPR hours defined in paragraph C.2.b.
- Additional services not otherwise provided for in this Agreement.

**Required Additional Services:** SEH shall perform or furnish (without requesting or receiving specific advance authorization from Owner) the services listed below. SEH shall advise Owner in writing promptly after starting any such Additional Services.

- Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make the compensation commensurate with the extent of the Additional Services rendered.
- Services in making revisions to Drawings and Specifications required by reviewing authorities or occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
- Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) defective, neglected, or

delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

Services in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

## **Owner's Responsibilities**

### **General**

In addition to the responsibilities listed in Section II of the April 30, 2014 agreement, Owner shall:

Require all Private Utilities with facilities in the Owner's Right of Way to:

Locate and mark said utilities upon request.

Relocate and/or protect said utilities as determined necessary to accommodate the proposed Work.

Submit a schedule of the necessary relocation/protection activities to the Owner for review.

Advertise for bids in the local paper of record and pay all advertising costs.

Provide to consultant available PCAP compliant CCTV records for VCP sanitary sewer within the Owner's planned street reconstruction project areas (CIP years 2015-2017).

### **Assumption of Risks**

The Owner and SEH agree that the risks of the Project and the costs related to those risks remain with the Owner or with others and that SEH does not assume any risks that are not specifically called out in the Agreement.

## **Payments to SEH for Services and Expenses Using the Lump Sum Basis Option**

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

### **Lump Sum Basis Option**

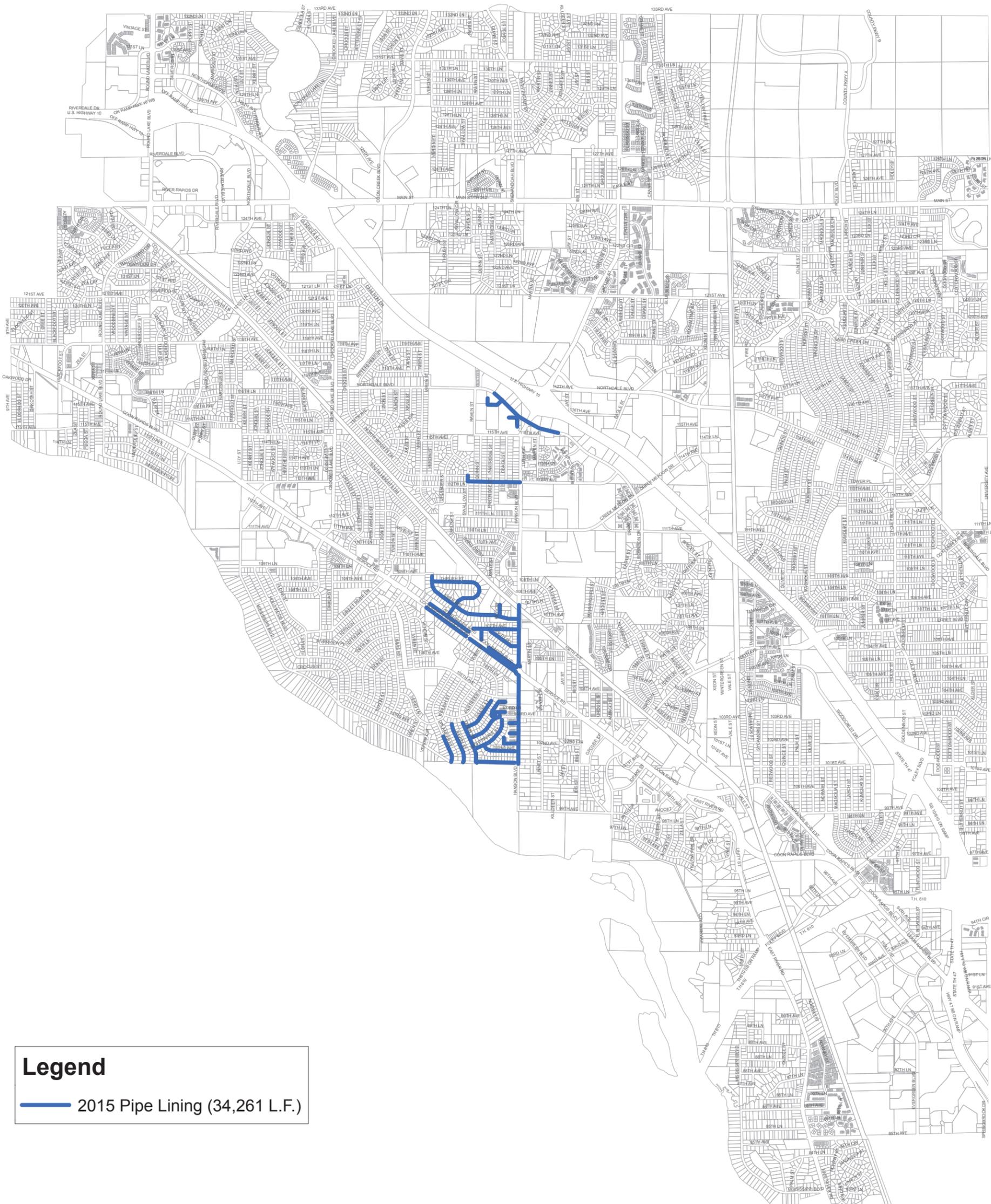
The Owner and SEH select the Lump Sum Basis for Payment for the services described in the Supplemental Letter Agreement. During the course of providing its services, SEH shall be paid monthly based on SEH's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of SEH's services and are included in the initial Lump Sum amount. Total payments to SEH for work covered by the Lump Sum Agreement shall not exceed the lump sum amount without written authorization from the Owner.

The Lump Sum amount includes compensation for SEH's services and the services of SEH's Consultants, if any. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Owner agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete SEH's services at their normal charge out rates as published by SEH or as available commercially.

The Lump Sum Fee does not include the cost of geotechnical exploration and testing. The Owner will retain the firm (based on SEH's recommendation) and will pay the cost of geotechnical exploration and testing directly to the firm hired for that purpose.

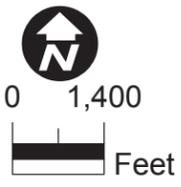
2015 Sanitary Sewer Lining - City of Coon Rapids

SEH	COONR	PM	Project Engineer	Survey	GIS	CAD	Chl Tech/ RPR	Admin	Hours	Labor Fee	Direct Reimbursable Expenses				Task Exp's	Task Totals
											Conn.	Travel	Repro	Equip.		
Analyst:	Litch	Dalsgaard	Doriano	sr. engineer	henrich	Dalsgaard	McLanen	Hours	Labor Fee	Conn.	Travel	Repro	Equip.	Task Exp's	Task Totals	
<b>T1 Project Start-up &amp; Information Gathering - 8d hours</b>																
Kick-off meeting	4	4	-	-	-	-	-	-	8	\$ 1,307	\$ 24	54	20	\$ 58	\$ 1,383	
Design Criteria Letter Report Document	2	4	-	12	-	-	-	-	18	\$ 2,618	\$ 64	-	-	\$ 64	\$ 2,672	
Data & Document Collection	-	4	-	-	-	-	-	-	4	\$ 347	\$ 12	26	-	\$ 27	\$ 374	
Review PCAP CCTV records for street manholes	4	20	-	30	8	-	-	-	66	\$ 8,303	\$ 106	28	170	\$ 230	\$ 8,532	
<b>T2 Preliminary Engineering and Design - 35 hours</b>																
Chl/Structural	4	24	-	-	-	-	-	-	28	\$ 3,044	\$ 84	100	225	\$ 103	\$ 3,206	
Permitting	-	3	-	-	-	-	-	4	7	\$ 638	\$ 21	-	200	\$ 41	\$ 679	
GIS	-	-	-	24	-	-	-	-	24	\$ 3,582	-	-	-	-	\$ 3,582	
<b>T3 Final Documents - 300 hours</b>																
Alignment	-	-	-	-	-	-	-	-	-	\$ -	\$ 230	\$ 30	\$ -	\$ -	\$ 31,056	
Design	2	28	-	-	24	-	-	-	54	\$ 5,944	\$ 162	153	-	\$ 245	\$ 6,500	
Plan Development	2	54	-	-	100	-	-	-	158	\$ 15,305	\$ 498	40	-	\$ 460	\$ 15,765	
Special Contract Documents	8	60	-	-	-	-	-	4	72	\$ 7,507	\$ 218	-	-	\$ 218	\$ 7,725	
Bid Phase Services	2	16	-	-	-	-	-	-	18	\$ 1,800	\$ 54	40	30	\$ 79	\$ 1,948	
<b>T4 Bidding Assistance - 14 hours</b>																
Pro-Bid Conf. Minutes, Agenda	2	8	-	-	-	-	-	4	14	\$ 1,553	\$ 42	56	100	\$ 84	\$ 1,637	
<b>T5 Construction Phase Services - 100 hours</b>																
Fulltime RPR - Underground	-	-	-	-	-	-	-	-	-	\$ -	\$ 500	\$ 80	\$ 52	\$ -	\$ 11,578	
Weekly Inspection	2	-	-	-	-	60	-	-	62	\$ 7,425	\$ 246	600	80	\$ 586	\$ 8,011	
Shop Drawings & Change Order Review	4	8	-	-	-	-	-	-	12	\$ 1,655	\$ 36	-	-	\$ 36	\$ 1,691	
Review of Progress Payments	8	8	-	-	-	-	-	-	14	\$ 2,136	\$ 42	-	-	\$ 42	\$ 2,177	
<b>Hours:</b>	<b>42</b>	<b>247</b>	<b>-</b>	<b>66</b>	<b>130</b>	<b>80</b>	<b>12</b>	<b>577</b>	<b>\$ 62,630</b>	<b>\$ 1,659</b>	<b>\$ 684</b>	<b>\$ 425</b>	<b>\$ 52</b>	<b>\$ 12,350</b>	<b>\$ 84,560</b>	



**Legend**

— 2015 Pipe Lining (34,261 L.F.)



3535 VADNAIS CENTER DR.  
ST. PAUL, MN 55110  
PHONE: (651) 490-2000  
FAX: (888) 908-8166  
TF: (800) 325-2055  
www.sehinc.com

Project: COONR 130838  
Print Date: 12/23/2014  
Map by: dc  
Projection: MN SP South Nad 83 ft  
Source: City of Coon Rapids, SEH

**Sanitary Sewer 2015 Planned Pipe Lining**  
Sanitary Sewer Pipe Lining Program  
Coon Rapids, MN

**Figure**  
**1**

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This map is neither a legally recorded map nor a survey map and is not intended to be used as one. This map is a compilation of records, information, and data gathered from various sources based on this map and is to be used for reference purposes only. SEH does not warrant the Geographic Information System (GIS) Data used to prepare this map are error free, and SEH does not represent that the GIS Data can be used for navigational, tracking, or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. The user of this map acknowledges that SEH shall not be liable for any damages which arise out of the user's access or use of data provided.



**City Council Regular**

**Meeting Date:** 01/05/2015

**Subject:** Designating Depositories and Investment Collateral Management Procedures

**From:** Kevin Vouk, Manager of  
Accounting/Treasurer

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**INTRODUCTION**

Chapter 118A of the Minnesota Statutes sets forth the requirements for the deposit of public funds and the management of collateral.

**DISCUSSION**

State Statutes allow the City Council to authorize the treasurer or chief financial officer to designate depositories for City funds and to manage the collateral for those funds. The attached resolution designates Wells Fargo Bank Minnesota, N.A. as the official depository and authorizes the Manager of Accounting/Treasurer or Finance Director to designate additional depositories for investment purposes, approve wire transfer agreements with the depositories, and manage the collateral as prescribed by State Statute.

**RECOMMENDATION**

Adopt Resolution 15-2 designating depositories and investment collateral management procedures.

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**Attachments**

Resolution 15-2

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**RESOLUTION NO. 15-2**

**RESOLUTION DESIGNATING DEPOSITORIES AND  
INVESTMENT COLLATERAL MANAGEMENT PROCEDURES**

**WHEREAS,** Minnesota Statutes Section 118 sets forth the procedures for the deposit of public funds; and

**WHEREAS,** these statutes allow the Coon Rapids City Council to authorize the treasurer or chief financial officer to annually designate a bank as the official depository for the City funds and manage the collateral pledged to such funds; and

**WHEREAS,** Wells Fargo Bank Minnesota, N.A. is now the official depository; and

**WHEREAS,** Wells Fargo Bank Minnesota, N.A. wire transfers funds to institutions the City purchases investments from.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of Coon Rapids, Minnesota that Wells Fargo Bank Minnesota, N.A. is designated as the City's official depository for 2015 and the Manager of Accounting/Treasurer or Finance Director are authorized to designate additional depositories for investment purposes and to approve wire transfer agreements with Wells Fargo Bank Minnesota, N.A. and other designated depositories.

**BE IT FURTHER RESOLVED** that the Manager of Accounting/Treasurer or Finance Director of the City of Coon Rapids is hereby designated as the approved authority for the acceptance and release of all collateral to be held by the City in conjunction with City funds on deposit with authorized institutions.

Adopted this 5th day of January, 2015, by the Coon Rapids City Council.

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Tim Howe, Mayor

ATTEST:

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Catherine M. Sorensen, City Clerk



**City Council Regular**

**Meeting Date:** 01/05/2015

**Subject:** Resolution Declaring Council Vacancy

**From:** David Brodie, City Attorney

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**INTRODUCTION**

Council is asked to consider adoption of resolution declaring a Council vacancy for Ward 4.

**DISCUSSION**

On January 5, 2015, Ward 4 Councilmember Jerry Koch will officially take the position of Mayor. As Mayor, he will no longer be in a position to serve as Ward 4 Councilmember. City Charter requires that Council adopt a resolution declaring a vacancy and, within 30 days thereafter, appoint an eligible person to fill the vacancy until the end of the term (in this case 2016) or order a special election.

Based on past practices, City staff recommends that Council appoint an eligible person to fill the remainder of Councilmember Koch's term.

**RECOMMENDATION**

Declaring Council Vacancy:

- a. Adopt Resolution 15-24 Declaring a Vacancy in the Office of Councilmember from Ward Four.
  - b. Consider a motion that the vacancy be filled by appointment within the next 30 days.
- 

**Attachments**

Resolution 15-24

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**RESOLUTION NO. 15-24**

**RESOLUTION DECLARING A  
VACANCY IN THE OFFICE OF COUNCILMEMBER FROM WARD FOUR**

**WHEREAS**, Councilmember Jerry Koch has taken the office of Mayor on January 5, 2015 and is no longer in a position to serve as Ward Four Councilmember; and

**WHEREAS**, City Charter Section 1-205 provides that vacancies on the City Council may be filled either by appointment until the next regular election, or by special election for the balance of the unexpired term.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council for the City of Coon Rapids, Minnesota, that a vacancy hereby exists in the office of Councilmember from Ward Four.

Adopted by the Coon Rapids City Council this 5th day of January, 2015.

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Jerry Koch, Mayor

ATTEST:

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Joan Lenzmeier, City Clerk