

**Watertown City Council**May 14<sup>th</sup>, 2019**Agenda Item: Trail & Sidewalk Master Plan****Request for Action: Adopt Resolution #2019-70, Approving the development of a Trail & Sidewalk Maser Plan and Grant Agreement****Department: Shane Fineran, City Administrator****Background:**

The Park Commission reviewed and recommended that the City complete a trail and sidewalk master plan for the community. Utilizing the work completed as part of the 2040 Comprehensive Plan update in identifying high level park and trail facility needs within the community, a master plan will help provide additional detail, analysis, and planning tools related to the non-motorized transportation network in the community. In addition to the identification of future infrastructure needs related to parks and trails, identification and planning around closing existing gaps within the community, and development of a longer-range maintenance plan are elements of a master plan.

During the March and April Park Commission meeting, City Engineer Andrew Budde, discussed elements of plan development and various outcomes. An “ala carte” scope of work was created and the Park Commission reviewed the various elements that could be incorporated into a local master plan. The 2019 budget had provided for a grand total of \$15,000 available for this project, with half of that amount eligible for funding through the Statewide Health Improvement Plan (SHIP) grant program that would be administered by Carver County.

The final scope of work proposal that has been recommended by the Park Commission for approval will evaluate the existing system with a focus on current conditions, accident and incident inventory, and missing link and gap identification. The future system will be focused on with a new unique web based public engagement platform called INPUTiD. All of this information will be used to develop priorities within future development areas, concept estimates for future development, and phasing that can be utilized for addition to the City’s long-range capital planning. The scope of work with the elements reviewed by the Park Commission total \$14,500. We anticipate this work to be completed in 2019.

The scope of work has been reviewed and approved by State of Minnesota SHIP staff as eligible for funding and a grant agreement is prepared by Carver County.

**Funding Source:**

General Fund&gt;Engineering

Statewide Health Improvement Program grant funds

**Attachments:**

Trail &amp; Sidewalk Master Plan Scope of Work

SHIP Grant Proposal

SHIP Grant Agreement

Resolution #2019-70



**BOLTON  
& MENK**

Real People. Real Solutions.

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Suite 200  
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Bolton-Menk.com

April 30, 2019

Mr. Shane Fineran  
City Administrator  
309 Lewis Ave N  
Watertown, MN 55388

RE: Sidewalk and Trail Master Plan  
Watertown, MN

Dear Mr. Fineran,

Bolton & Menk is please to submit a summary of tasks and estimated engineering related fees to prepare a Sidewalk and Trail Master Plan for the City of Watertown. Staff met with the Parks and Recreation Commission on March 20<sup>th</sup> and April 17<sup>th</sup> to discuss the content of what would be used in the preparation and ultimately included in the plan. The below items were specifically selected from a larger list of tasks to stay within the \$15,000 budget amount. In the preparation of any information going forward, we would utilize all existing information that has been gathered and prepared during the 2040 Comprehensive Plan update.

**Evaluate Existing System**

1. *Evaluate condition:* Rate pavement condition, identify exiting widths and clear zone concerns, provide summary in tabular format along with recommended maintenance and repair strategies to extend the life of the existing infrastructure: ..... \$3,000.
2. *Accident/Incident Inventory:* Utilize Bolton & Menk’s CRASHiD to identify and inventory pedestrian/bicycle related accidents and incidents within the community. Meet and discuss with local police/sheriff for additional accident/incidents and areas of concern: .....\$1,500.
3. *Identify missing links and gaps:* Review the existing infrastructure for missing sidewalk & trail gaps and potential missing routes from destinations of interest: .....\$1,500.

**Future Systems**

4. *Community engagement: Web based:* Utilize Bolton & Menk’s INPUTiD web based public engagement platform to gather information from residents: .....\$4,000.
5. *Priority Development:* Develop priorities within the City and future development areas based of feedback from residents, City staff, Parks Commission, and City Council. This would include priority on maintenance of existing sidewalk and trails along with future improvements: \$1,500.

**Planning**

6. *Concept Estimates:* Prepare concept estimates for sidewalk and trail gaps and routes. Provide suggested phasing/implementation to the City Capital Improvement Plan based on priorities: .....\$3,000.

Name: Sidewalk and Trail Master Plan

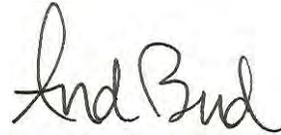
Date: April 30, 2019

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The total estimated fees to complete the Sidewalk and Trail Master Plan totals \$14,500. Thank you for the opportunity to provide the available summary of tasks and estimated engineering related fees for preparation of a sidewalk and trail masterplan for the City of Watertown. Please contact me if you have any questions.

Sincerely,

**Bolton & Menk, Inc.**

A handwritten signature in black ink that reads "And Bud". The signature is written in a cursive, slightly slanted style.

**Andrew Budde**  
Principal Engineer

# Carver County Public Health Statewide Health Improvement Partnership (SHIP) Project Proposal

This Project Proposal accompanies the SHIP Grant Agreement. As a reminder, the Grantee will demonstrate a clear and significant link between SHIP resources and policy, systems, or environmental changes (PSE).

- Policy change includes the passing of laws, ordinances or rules at the state, local or organizational level. For example, a school implementing a policy that restricts selling unhealthy foods at school fundraisers.
- System change involves changes made to the rules within an organization to transform the way things are “typically done.” For example, a health care clinic adding hunger screening to the list of questions at all office visits.
- Environmental change can occur within social, economic, or physical environments. For example, adding signage to bike trails or offering healthier options at restaurants.

Completed proposals for funding and questions can be sent to any Carver County SHIP staff or [SHIP@co.carver.mn.us](mailto:SHIP@co.carver.mn.us).

## Organization Information

<b>Today's date</b>	May 6, 2019
<b>Organization's name</b>	City of Watertown
<b>Organization's full address</b>	309 Lewis Ave. NO. Watertown, MN 55388
<b>Name of primary contact</b>	Shane Fineran
<b>Phone number of primary contact</b>	952-955-2681
<b>Email address of primary contact</b>	sfineran@ci.watertown.mn.us

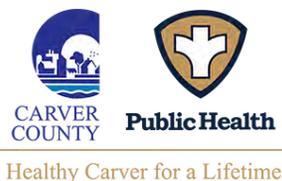
## Grant Proposal

### Description

*Provide a general description of the project, including the problem that the project will try to address and rationale for the project. Include the strategy and activity that you are selecting.*

The city of Watertown is interested in creating an environment in the community that allows for safe and enjoyable walking and bicycling by all residents and visitors, whether it is for recreation or transportation purposes. To achieve this goal they will begin by conducting a comprehensive assessment of its trails and sidewalk system, and then develop a master plan based upon that assessment.

This is part of the community active living SHIP strategy, and is designed to result in environmental and policy changes for the community. As a smaller city with limited funds, a matching grant from Carver County SHIP will make this project feasible.



**Carver County Public Health**  
600 Fourth Street East  
Chaska, MN 55318-2102  
Phone (952) 361-1329 | Fax (952) 361-1360  
[public-health@co.carver.mn.us](mailto:public-health@co.carver.mn.us)  
[www.co.carver.mn.us](http://www.co.carver.mn.us)



<p><b>PSE Change</b>  <i>Describe how SHIP resources will support policy, systems, or environmental change.</i></p>	<p>It is assumed that through the assessment, some necessary PSE changes will be identified, in order for Watertown to achieve its goal of a walkable and bikeable community for all. Utilizing SHIP resources in support of the assessment and planning work for the city of Watertown will set them on a course to pursue the necessary PSE changes.</p>	
<p><b>Goals/Action Plan</b>  <i>Identify your goals and activities to accomplish the PSE change. List the activity(s) for each goal, (one goal might have multiple activities) and develop a timeframe to complete each activity.</i></p>		
<p><b>Goal(s)</b></p>		
<ol style="list-style-type: none"> <li>1. Establish a working relationship between the City of Watertown, Bolten &amp; Menk, and Carver County Public Health, for purposes of Bolten &amp; Menk initiating a master sidewalk and trail plan for Watertown.</li> <li>2. Bolten &amp; Menk conducts a six-step process for completion of the assessment and development of the plan.</li> </ol>		
<p><b>Action Plan/Activities</b></p>	<p><b>Timeframe</b></p>	
<p>1 a. Establish agreement between the City of Watertown and Carver County, for the County to cover the cost of Bolten &amp; Menk’s consultation services for the project.</p>	<p>By May 31, 2019</p>	
<p>1b. The City of Watertown establishes an agreement with Bolten &amp; Menk to obtain their consultative services for the project.</p>	<p>By June 15, 2019</p>	
<p>2a. Bolten &amp; Menk conducts phase 1 (evaluate the existing condition of the trails and sidewalks), phase 2 (complete an accident and incident inventory) and phase 3 (identifying missing links and gaps in the system)</p>	<p>By August 15, 2019</p>	
<p>2b. Bolten &amp; Menk conducts phase 4 (community outreach and engagement) and phase 5 (development of plan priorities)</p>	<p>By September 30, 2019</p>	
<p>2c. Bolten &amp; Menk completes phase 6 (developing concept estimates for the priorities)</p>	<p>By October 31, 2019</p>	

<b>Budget</b>			
<i>Include all projected expenses. In the budget item, please select from staffing, contractual services, supplies, equipment, travel, trainings, and other. Note: In-kind contributions must total 10% of the total project budget; this can include staff/volunteer time as well as cash contributions.</i>			
<b>Budget Item</b>	<b>Description</b>	<b>Amount Requested</b>	<b>In-Kind Contributions/Description</b>
Contractual Services: City of Watertown	The amount requested covers half of the costs for Bolten & Menk to provide their consulting services to the city.	\$7,250	The City of Watertown will be providing in-kind meeting space and staff time for the project.
	<b>Total</b>	<b>\$7,250</b>	

<p><b>Health Inequities/Poverty/Social Determinants of Health</b>  <i>Provide information on if the project will address health inequities/poverty/social determinants of health.<sup>1</sup></i></p>	<p>The intended result of this project is ultimately to have a community that supports safe and enjoyable walking bicycling for everyone – regardless of neighborhood, age, income, gender, skill level, or other characteristics.</p>
<p><b>Communications</b>  <i>Identify what processes will be used to communicate SHIP changes to key constituents, partners, and or the media.</i></p>	<p>Carver County Public Health will work with the City of Watertown to determine the best methods to communicate with the key stakeholders in the community about this project; including internal city staff and elected/appointed officials, as well as the broader community – for their information and/or engagement in the project.</p>

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<sup>1</sup> **Health equity** is defined as a state where all persons, regardless of race, income, sexual orientation, age, or gender have the opportunity to reach their full health potential. **Health inequity** is a difference (disparity) in a health outcome/behavior between two populations that is caused by systemic differences in social or economic conditions. Social determinants of health are the conditions in the places where people live, learn, work, and play that affect a wide range of health risks and outcomes.

<b>Sustainability</b>	Once the project is completed and the application has been submitted, it is the expectation that the City of Watertown will continue to pursue changes in the community to make it as pedestrian and bicycle friendly as possible for the future.
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**Signatures**

City of Watertown

Carver County Public Health

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Signature/Date  
Name, Title: Shane Fineran  
City Administrator

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Signature/Date  
Name, Title: Patrick Stieg  
Public Health Program Specialist

**COUNTY OF CARVER  
CITY OF WATERTOWN  
SHIP GRANT AGREEMENT**

This Statewide Health Improvement Partnership (SHIP) Grant Agreement is entered into by and between the County of Carver, 600 East 4<sup>th</sup> Street, Chaska, Minnesota 55318, through Carver County Public Health, (hereafter “CCPH”) and City of Watertown, 309 Lewis Ave No., Watertown, Minnesota 55388 (hereafter “Grantee”).

CCPH has been awarded Minnesota Department of Health (MDH) SHIP funding to support activities that prevent risk factors that lead to chronic disease. This is accomplished by building the capacity of communities to increase access to healthy foods and active living, and to reduce tobacco exposure.

**Criteria**

Funding and SHIP resources will be provided to support sustainable policy, and systems and environmental (PSE) change. The Grantee will demonstrate a clear and significant link between SHIP resources and PSE change. The Grantee must select activities within the established settings of community, workplace, schools, and health care; this can also include child care settings and senior living facilities. Additionally, within each setting the Grantee must select preapproved activities.

**Recitals**

1. Under Minnesota Statute §145.986, CCPH is empowered to enter into this grant.
2. CCPH is in need of duties to carry out the provisions of Minnesota Statute § 145.986
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of CCPH.

**Grant Agreement**

**1. Term of Grant Agreement**

- a. **Effective date:** June 1, 2019 Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred back to the effective date. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement and approved Project Proposal.
- b. **Expiration date:** October 31, 2019. As allowed under Minnesota Statute §145.986, the expiration date of the grant is certified through six months beyond the fiscal year (November 1 – October 31) in which the funds were originally appropriated or until all obligations have been satisfactorily fulfilled, whichever occurs first. Reimbursement requests must also be received by CCPH no later than the expiration date.
- c. **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. Duration; 10. Audits; 11. Government Data Practices and Intellectual property; 12. Workers Compensation; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 19. Data Disclosure.

**2. Grantee’s Responsibilities**

- a. Submit a project proposal that clearly identifies how SHIP resources will support PSE change as detailed in Appendix A: Project Proposal.
- b. Inform SHIP staff of essential meetings and allow SHIP staff to assist as needed

- c. Provide updates on project status, such as but not limited to timelines, budget spent, and activities as requested within 5-10 business days
- d. Only purchase items/conduct the activities agreed upon in the Project Proposal or with written approval from CCPH
- e. Allow CCPH to use any product created
- f. Promote and acknowledge CCPH and SHIP support on all materials/communication using provided SHIP branding
- g. Conduct evaluation activities and provide any data that was collected
- h. Submit invoices from the Grantee institution within 30 days of purchase
  - i. Invoices must include information on:
    - 1. Bill to
    - 2. Remit to
    - 3. Detailed description of goods received/services provided including the vendor(s) and the item(s)
    - 4. Copies of the invoices for vendor(s)
    - 5. Original signed itemized receipts.
- i. Provide a final report within 30 days of the completion of the project with all required information as detailed in Appendix B: Final Report.

### **3. CCPH's Responsibilities**

- a. Support the Grantee through the agreement and project proposal process including providing information on preapproved activities and allowable and unallowable expenses
- b. Provide technical assistance to help conform projects to MDH and SHIP Grant requirements
- c. Provide feedback on the project proposal within 5-10 business days
- d. Attend essential Grantee meetings, such as quarterly advisory or committee meetings
- e. Follow the MDH guidelines established in the SHIP strategy guides, including the financial guide
- f. Provide electronic and print CCPH and MDH SHIP materials to support awareness, promotion, and other communications related to the project
- g. Approve expenses within 5-10 business days
- h. Reimburse mutually agreed upon project proposal expenditures and accompanying invoices within 45 days of receipt not to exceed \$7,250.
- i. Complete all necessary paperwork that is due for MDH

### **4. Reporting Requirements**

The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by CCPH as described in the Recitals, unless CCPH grants an extension in writing.

### **5. Time**

The Grantee must comply with all the time requirements described in this grant agreement.

### **6. Consideration and Payment**

- a. **Consideration.** CCPH will pay for all services performed by the Grantee under this grant agreement as follows:



- d. ***Grant Agreement Complete.*** This grant agreement contains all negotiations and agreements between CCPH and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

## **10. Liability**

The ***Grantee*** shall indemnify, hold harmless and defend CCPH, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which CCPH, its officers or employees may hereafter sustain, incur or be required to pay, for injury or damages that occur as a result of the use equipment, materials, or any other services purchased with SHIP funding or harms stemming arising out of any defects in the product or by reason of any act or omission of ***Grantee***, its agents, servants or employees, in the execution, performance, or failure to adequately perform ***Grantee's*** obligations pursuant to this agreement.

CCPH's liability under this agreement shall be governed Responsibility will be pursuant to Minnesota Statute § 466.03.

## **11. Duration**

This Grant Agreement is at-will and may be modified in writing by mutual consent of authorized officials from CCPH and the Grantee.

## **12. Audits**

This agreement is covered by the Minnesota Data practices act. Pursuant to Minn. Stat. §16C.05, subd. 5, the ***Grantee*** agrees that CCPH, 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 CCPH and involve transactions relating to this Agreement. ***The Grantee*** agrees to maintain these records for a period of six years from the date of termination of this Agreement.

## **13. Government Data Practices and Intellectual Property**

- a. ***Government Data Practices.*** The Grantee and CCPH must comply with the Minnesota Government Data Practices Act, Minnesota Statute §. 13, as it applies to all data provided by CCPH under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Grantee or CCPH.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify CCPH. CCPH will give the Grantee instructions concerning the release of the data to the requesting party before the data is released.

## **14. Worker's Compensation**

The Grantee certified that it is in compliance with Minn. Stat. §176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered CCPH employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the CCPH's obligation or responsibility.

## **15. Publicity and Endorsement**

- a. **Publicity.** Any publicity regarding the subject matter of this grant agreement must identify CCPH as the sponsoring agency and must not be released without prior written approval from the CCPH's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors with respect to the program, publications, or services provided resulting from this grant agreement.
- b. **Endorsement.** The Grantee must not claim that CCPH endorses its products or services.

## **16. Governing Law**

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Carver County, Minnesota.

During the performance of this Agreement, the Grantee agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual orientation, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable Federal and State laws against discrimination.

- 17. Accessibility:** Structural and nonstructural facilities and programs must meet all state and federal accessibility laws, regulations, and guidelines.

Copies of accessibility guidelines can be downloaded off the Americans with Disabilities Act Accessibility Guidelines website at <http://www.access-board.gov>.

## **18. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions**

- a. The prospective lower tier participant certifies, by submission of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

## **19. Monitoring**

If the grant is over \$50,000, CCPH's authorized representatives will conduct at least one monitoring visit per grant period. This visit may be in person or by telephone.

**20. Termination**

*Termination by CCPH.* CCPH may cancel this agreement at any time, with or without cause, upon 30 days' written notice to the grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**21. Data Disclosure**

Under Minn. Stat. §270C.65, subd. 3 and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CCPH, to federal and state tax agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

**IN WITNESS WHEREOF**, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby. Acceptance of the terms of this agreement is acknowledged by the following signatures of the Authorized Representatives.

City of Watertown

Carver County Public Health

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Signature/Date

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Name, Title

**CITY OF WATERTOWN  
RESOLUTION NO. 2019-70**

**RESOLUTION APPROVING TRAIL AND SIDEWALK MASTER PLAN DEVELOPMENT AND  
GRANT AGREEMENT**

**WHEREAS**, the City of Watertown (the “City”) desires to make the community more walkable and bikeable for its citizens in order to provide quality of life, opportunities for engagement with natural resources, and connect neighborhoods and areas of commerce; and

**WHEREAS**, the City has identified long range goals for trail and park development within the 2040 Comprehensive Plan; and

**WHEREAS**, additional analysis, fact finding, and evaluation is necessary to evaluate the current state of non-motorized infrastructure network within the community as well as the long range priorities for development of new non-motorized infrastructure; and

**WHEREAS** the City finds that a Trail & Sidewalk Plan as the appropriate tool to provide for the implementation of the City’s strategy, policy, and goals related to its trail and sidewalk system; and

**WHEREAS**, the Statewide Health Improvement Program supports local efforts at enacting policies and practices that support improving health of local communities and the planning efforts of such enhancements is supported by program grant funds; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Watertown, Minnesota, hereby approves the scope of work for the development Trail & Sidewalk Master Plan and the SHIP Grant Agreement with Carver County.

Adopted by the City Council of the City of Watertown this 14<sup>th</sup> day of May, 2019.

\_\_\_\_\_  
Steve Washburn, Mayor

ATTEST: \_\_\_\_\_  
Lynn Tschudi, Clerk/Treasurer