

**WSB & ASSOCIATES, INC.
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (the "Agreement") is made as of the _____ day of March, 2017, by and between the City of Blaine with an address of 10801 Town Square Drive NE, Blaine, Minnesota 55449 ("Client"), and WSB & Associates, Inc. with offices located at 701 Xenia Avenue South, Suite 300, Minneapolis, Minnesota 55416 ("Consultant").

Client and Consultant, for the consideration enumerated herein, do hereby agree as follows:

SECTION 1 / GENERAL CONTRACT TERMS AND CONDITIONS

The General Contract Terms and Conditions shall be as set forth in Exhibit A.

SECTION 2 / SCOPE OF WORK

The scope of work to be performed by Consultant is set forth in Exhibit B. The work and services to be performed hereunder and described in Exhibit B shall be referred to herein and in the General Contract Provisions as the "Project".

SECTION 3 / COMPENSATION

The amount, method and timing for payment to the Consultant shall be in accordance with Exhibit C.

SECTION 4 / WORK SCHEDULE

The preliminary schedule of the work, if required, is set forth in Exhibit B.

SECTION 5 / CLIENT RESPONSIBILITIES

The client responsibilities are set out in Exhibit F.

SECTION 6 / SPECIAL CONDITIONS

Special conditions, if any, are as set forth in Exhibit G.

SECTION 7 / EXHIBITS

The following Exhibits are attached hereto and made a part of this Agreement:

- Exhibit A General Contract Provisions
- Exhibit B Scope of Work
- Exhibit C Compensation
- Exhibit D Insurance Schedule
- Exhibit E Rate Schedule
- Exhibit F Client Responsibilities
- Exhibit G Special Conditions

All references to the "Agreement" in this Document and the Exhibits shall mean this Agreement and all of the Exhibits as one integrated Agreement

SECTION 8 / ACCEPTANCE OF AGREEMENT

Upon written acceptance of this Agreement by Client, Consultant shall commence the work. The undersigned hereby accept the terms and conditions of this agreement and Consultant is hereby authorized to perform the services described herein.

CLIENT: CITY OF BLAINE

ADDRESS: 10801 TOWN SQUARE DR NE
BLAINE, MN 55449

BY: Tom Ryan _____

SIGNATURE: _____

TITLE: Mayor _____

BY: Clark Arneson _____

SIGNATURE: _____

TITLE: City Manager _____

CONSULTANT: WSB & ASSOCIATES, INC.

ADDRESS: 701 XENIA AVENUE SOUTH
SUITE 300
MINNEAPOLIS, MN 55416

BY: _____

SIGNATURE: _____

TITLE: _____

**EXHIBIT A
GENERAL CONTRACT PROVISIONS**

ARTICLE 1 – PERFORMANCE OF THE WORK

Consultant shall perform the services under this Agreement in accordance with the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

ARTICLE 2 – ADDITIONAL SERVICES

If the Client requests that the Consultant perform any services which are beyond the scope as set forth in the Agreement, or if changed or unforeseen conditions require the Consultant to perform services outside of the original scope, then, Consultant shall promptly notify the Client of cause and nature of the additional services required. Upon notification, Consultant shall be entitled to an equitable adjustment in both compensation and time to perform.

ARTICLE 3 – SCHEDULE

Unless specific periods of time or dates for providing services are specified in a separate Exhibit, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, or other natural disasters or acts of God; fires, riots, war or other emergencies; any action or failure to act in a timely manner by any government agency; actions or failure to act by the Client or the Client's contractor or consultants; or discovery of any hazardous substance or differing site conditions. If the delays outside of Consultant's control increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

ARTICLE 4 – CONSTRUCTION OBSERVATION

If requested by Client, Consultant shall visit the project during construction to become familiar with the progress and quality of the contractors' work and to determine if the work is proceeding, in general, in accordance with plans, specifications or other contract documents prepared by Consultant for the Client. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services.

Consultant neither guarantees the performance of any Contractor retained by Client nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the construction documents. Client acknowledges Consultant will not direct, supervise or control the work of contractors or their subcontractors, nor shall Consultant have authority over or responsibility for the contractors' means, methods, or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety. Job Site Safety shall be the sole responsibility of the contractor who is performing the work.

For Client-observed projects, the Consultant shall be entitled to rely upon and accept representations of the Client's observer. If the Client desires more extensive project observation or full-time project representation, the Client shall request such services be provided by the Consultant as an Additional Service. Consultant and Client shall then enter into a Supplemental Agreement detailing the terms and conditions of the requested project observation.

ARTICLE 5 – OPINIONS OF PROBABLE COST

Opinions, if any, of probable cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs, collectively referred to as "Cost Estimates," provided for are made or to be made on the basis of the Consultant's experience and qualifications and represent the Consultant's best judgment as an experienced and qualified professional design firm. The parties acknowledge, however, that the

Consultant does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and any evaluation of any facility to be constructed or acquired, or work to be performed must, of necessity, be viewed as simply preliminary. Accordingly, the Consultant and Client agree that the proposals, bids or actual costs may vary from opinions, evaluations or studies submitted by the Consultant and that Consultant assumes no responsibility for the accuracy of opinions of Cost Estimates and Client expressly waives any claims related to the accuracy of opinions of Cost Estimates. If Client wishes greater assurance as to Cost Estimates, Client shall employ an independent cost estimator as part of its Project responsibilities.

ARTICLE 6 – REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service and Consultant retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the Consultant may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client's obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the Consultant except for the specific purpose intended will be at the Client's risk and full legal responsibility and Client expressly releases all claims against Consultant arising from re-use of the Instruments of Service without Consultant's written consent, verification or adaptation.

The Client will, to the fullest extent permitted by law, indemnify and hold the Consultant harmless from any claim, liability or cost (including reasonable attorneys' fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the Consultant. Under no circumstances shall transfer of Instruments of Service be deemed a sale by Consultant, and Consultant makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. Consultant shall be entitled to compensation for any consent, verification or adaptation of the Instruments of Service for extensions of the Project or any other project.

ARTICLE 7 – PAYMENTS

Payment to Consultant shall be on a lump sum or hourly basis as set out in the Agreement. Consultant is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies Consultant in writing of any disputed items within fifteen (15) days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after thirty (30) days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. Consultant reserves the right to retain instruments of service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or instruments of service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client. In addition, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges. Payment methods, expenses and rates may be more fully described in Exhibit C and Exhibit E.

ARTICLE 8 – SUBMITTALS AND PAY APPLICATIONS

If the Scope of Work includes the Consultant reviewing and certifying the amounts due the Contractor, the Consultant's certification for payment shall constitute a representation to the Client, that to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in general accordance with the Documents issued by the Consultant. The issuance of a Certificate for Payment shall not be a representation that the Consultant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. Contractor shall remain exclusively responsible for its Work.

If the Scope of Work includes Consultant's review and approval of submittals from the Contractor, such review shall be for the limited purpose of checking for conformance with the information given and the design concept. The review of submittals is not intended to determine the accuracy of all components, the accuracy of the quantities or dimensions, or the safety procedures, means or methods to be used in construction, and those responsibilities remain exclusively with the Client's contractor.

ARTICLE 9 – HAZARDOUS MATERIALS

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that Consultant is not a user, handler, generator, operator, treater, arranger, storer, transporter, or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by Consultant.

The Client agrees to indemnify Consultant and its officers, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind, except that this clause shall not apply to such liability as may arise out of Consultant's sole negligence in the performance of services under this Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within Consultant's services to be provided under this Agreement.

ARTICLE 10 – INSURANCE

Consultant has procured general and professional liability insurance. On request, Consultant will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits. Additional Insurance requirements are listed in Exhibit D.

ARTICLE 11 – TERMINATION OR SUSPENSION

If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than sixty (60) days through no fault of Consultant, Consultant shall be entitled to either terminate its agreement upon seven (7) days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

This Agreement may be terminated by either party upon thirty (30) days' written notice without cause. Consultant shall upon termination only be entitled to payment for the work performed up to the Date of termination. In the event of termination, copies of plans, reports, specifications, electronic drawing/data

files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the Consultant pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client upon payment of all amounts due as of the date of termination. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.

ARTICLE 12 – INDEMNIFICATION

The Consultant agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the Consultant's negligence or willful misconduct.

The Client agrees to indemnify and hold the Consultant harmless from any damage, liability or cost to the extent caused by the Client's negligence or willful misconduct.

ARTICLE 13 – WAIVER OF CONSEQUENTIAL DAMAGES

The Consultant and Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the Client for rental expenses, for loss of use, loss of income, lost profit, project delays, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and (2) Damages incurred by the Consultant for principal office expenses including the compensation for personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work. The Consultant and Client further agree to obtain a similar waiver from each of their contractors, subcontractors or suppliers.

ARTICLE 14 – WAIVER OF CLAIMS FOR PERSONAL LIABILITY

It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors.

ARTICLE 15 – ASSIGNMENT

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Consultant or Client. This Agreement is for the exclusive benefit of Consultant and Client and there are no other intended beneficiaries of this Agreement.

ARTICLE 16 – CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 17 – CONFIDENTIALITY

The Consultant agrees to keep confidential and not to disclose to any person or entity, other than the Consultant's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to the Consultant and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 18 – AVAILABLE INSURANCE PROCEEDS AND LIMITATION OF LIABILITY

Consultant maintains professional liability insurance with a liability limit of not less than \$2,000,000 per claim. The Consultant's total liability to Client shall not exceed the total available insurance policy limits per claim available to Consultant under its professional liability insurance policy. Client hereby agrees that to the fullest extent permitted by law, the Consultant's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to or arising from this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty (Client's Claims) shall not exceed the total policy limits available to Consultant under its professional liability insurance policy for settlement or satisfaction of Client's Claims under the terms and conditions of the Consultant's professional liability insurance policy applicable hereto.

Notwithstanding the language above, Client agrees that with regard to any claim arising from or relating to Consultant's provision of geotechnical engineering services, construction materials testing, special inspections, and/or environmental engineering services, including but not limited to environmental site assessments, that Consultant's liability for any claims asserted by or through Client shall be limited to \$50,000.

Client and Consultant each further agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns. This mutual waiver shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

ARTICLE 19 – CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled by the law of the state of Minnesota.

ARTICLE 20 – LOCATION OF UNDERGROUND IMPROVEMENTS

Where requested by Client, Consultant will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, Consultant may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Consultant has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the Consultant for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the Consultant.

Detailed Scope of Services

Comprehensive Plan Chapters

The WSB team understands that different levels of staff involvement are anticipated depending on the chapter of the Plan and the level of revision needed. At the out-set of the process, WSB will meet with City staff to determine the level of revision needed. All chapters, whether completed by the WSB team or other consultants, will be integrated for cohesive plan.



Task I. Goals and Policy Development

The first step in the process will be to analysis current goals and policies and determine what goals and policies need to be added, removed, updated, or revised. Our team will complete this work through the following steps:

Kickoff Meeting with Staff

We will convene a kickoff meeting to finalize schedule, community engagement, and review the current goals and policies. We will use a tool we have developed, called the goals and policy matrix to review and evaluate each item in the current comprehensive plan.

Set-up Online Engagement forum

The WSB team proposes to use MySidewalk, an online forum to present information, market community engagement events, and complete surveys/polls about draft goals and policies, land use maps, and other plan contents.



mySidewalk



Meetings #1 (4): During the goals and policy development phase, we will meet with each of the Planning Commission, Park Board, Traffic Commission, Natural Resources Board to review their respective sections of the current comprehensive plan and evaluate each goal and policy to determine its level of applicability. During these meetings, we will also complete an issues identification of items not currently in the 2008 Comprehensive Plan that need to be incorporated, considered, or added.




Goal	Objective	Keep	Delete	Revise	Implemented?	Notes
Growth Management: Plan and manage growth to ensure that the City of Grand Forks continues to balance new growth and development through collaboration with all stakeholders to promote preservation and enhancement of the city.	Growth Management Area: Establish Grand Forks' Growth Management Area to include the land extending two miles from the city boundaries and adjust the boundary in accordance with annexations.					
	Growth Management Monitoring System: Develop a growth management monitoring system to guide the City in making changes to its zoning and planning jurisdiction boundaries and/or to time and sequence development within the growth management area.					
	Balanced Growth and Growth Tiers: Create a balanced growth approach in the Growth Management Area by dividing it into growth tiers that will establish the timing and sequencing for future development and infrastructure provision.					
	Compact Development: Promote a compact system of urban development by limiting growth to Tier 1 where urban services may be provided in a cost-efficient manner with an emphasis on targeting existing neighborhoods to spur revitalization and promote infill opportunities, reduce urban sprawl and protect rural landscapes.					

Goals, objectives homework example: Grand Forks

Once we have received feedback from the Commissions, we will plan, facilitate, and summarize the first community meeting. At this meeting, we will complete a series of fast-paced, fun exercises to capture community priorities, review the existing goals and policies, and complete an issues analysis. We will also complete a “key strategies” exercise, which will allow the team to establish action items for the comprehensive plan update.

The final step in Task I is to provide a Council update on the draft goals and policies as the commissions and the community have identified them.



The deliverable from Task I will be updated draft goals and policies for inclusion in respective chapters.



Task II. Project Initiation, Issue Identification, Inventory and Analysis

Each chapter of the Comprehensive Plan will be developed using the same process.

1. Incorporate updated draft goals and policies from Task I
2. Complete existing conditions, updated data and maps, including projections and updated demographic, and development data
3. Identify Issues, through a meeting with staff
4. Identify Action items for achieving goals (Implementation)
5. Compile a draft plan chapter

Introduction

This chapter will be updated so that it presents an overview of what is included in this Plan update and also reflects changes in planning history since the last update. The WSB team will work with City staff to update this chapter to reflect physical development and demographic changes since the last Comprehensive Plan. Current demographics, housing, and economic data will be provided, along with population projections to help inform other chapters of the plan.

Natural Resources

The work consists of updating the inventory with any new information or analysis that has been completed, and updating the maps to reflect new growth as well as new areas for protection and enhancement.





Land Use

WSB has developed an iterative and responsive process for land use planning. WSB's experience as municipal planners, municipal engineers, and private land development professionals allows us to develop land use analysis that is accurate, realistic, and implementable.

Based on the goals developed during Task I, our team will evaluate properties that are available for development including vacant and underutilized sites that may be ripe for transitioning to other uses. This task will include identification of parcels with inappropriate land use designations in the existing comprehensive plan, as well as an evaluation of land use category descriptions in general to determine if new categories are needed.

Next, the WSB team will prepare a land use scenario to meet both the Met Council projections for growth and density, as well as the City's desires for community character. The scenario can be used to evaluate transportation and infrastructure impacts, thereby informing other chapters of the plan update. The land use mix and land use locations can be adjusted at each point in the process to ensure that the plan can, and will be constructed by developers, the cost of development is efficient and cost-effective, and that it achieves the goals of the community.

Housing

Our team will coordinate with City staff to develop a housing element that meets the Metropolitan Council requirements for growth and affordable housing. This element should also emphasize life-cycle housing: housing options for a diverse mix of family types, ages, and economic status so that people can make Blaine their home at any stage of their life.

To begin this process, the WSB team will work with staff to conduct a robust analysis of the existing housing stock in the City and compare it with demographic trends. This will illustrate potential gaps in the City's current housing inventory from a physical and cost standpoint. This includes identifying strategies for the provision of affordable housing, within the requirements and parameters of the Met Council requirements.

Parks and Trails

The WSB team will evaluate the current parks and trails system plan, incorporated update information from the Park and Trail Plan, and incorporate regional investments planned for Blaine, per the System Statement. All maps will be updated within this chapter.





Transportation

The transportation plan is one of the larger components of this update and will build upon elements of the existing City of Blaine Transportation Plan with existing plan content utilized as much as possible. However, knowing it is over ten years old, we propose to completion a new transportation plan as part of the overall comprehensive plan update.

Specific tasks assumed in development of the Transportation Plan are follows:

Agency Involvement: WSB staff will participate in one work session with the City of Blaine, the MnDOT Area Manager and Anoka County transportation planning staff to discuss existing and forecasted conditions, issues identification and transportation plan goals and objectives. Up to six meetings are scheduled in total with City staff, the Council, various committees, the general public and adjacent communities, as needed.

Traffic Analysis Zones (TAZs) and Travel Forecasting: WSB staff run the Met Council 2040 travel demand model to identify forecasted 2040 traffic for Principal Arterials and A-Minor Arterials. Population, employment and household data from an approved forecasted land use plan will be summarized by TAZ and broken down into 2010-2020, 2020-2030, and 2030-2040 growth periods.

Roadway Component: The WSB team will prepare a Roadway Component of the overall Transportation Plan. Maps and supporting narrative will be prepared consistent with Met Council requirements documenting existing lanes, existing roadway jurisdiction, existing and proposed functional classification, any proposed jurisdictional transfers, and existing and forecasted traffic. Traffic forecasts will be compared to existing roadway design capacity to determine if any forecasted congestion problems are anticipated over the planning horizon. The WSB team will also collect Met Council required Heavy Commercial Average Daily Traffic (HCADT) Principal Arterial and A-Minor Arterial roadways. Principal Arterial HCADT will be obtained from the MnDOT website and A-Minor Arterial HCADT will be field collected by WSB staff.

Current transportation studies in the City of Blaine and adjacent communities will be also be documented and integrated into the Roadway Component, as appropriate, including recommendations from the Met Council/MnDOT Principal Arterial Intersection Conversion Study along TH 65. Ongoing issues from the City's 2030 Transportation Plan along Lexington Avenue, TH 10, TH 65, TH 242, I-35W, 109th Avenue, Sunset Avenue University Drive and other corridors will be revisited with updates made as appropriate. Access Management will be also be discussed with MnDOT and Anoka County access spacing guidelines referenced.



Transit Component: The WSB team will prepare a Transit Component of the overall Transportation Plan consistent with Met Council requirements. The Transit Component will include discussion of existing fixed route services, dial-a-ride transit services, park and ride facilities, nearby Northstar Commuter Rail service, the Anoka County Transit Office’s Anoka Traveler Program and other transit related services and issues. Existing and forecasted gaps in transit service will also be identified and discussed, with strategies for improvement identified.

Bicycling and Walking Component: The WSB team will prepare a Bicycling and Walking Component of the overall Transportation Plan. The Bicycling and Walking Component will include existing/future local on-road, off-road bicycle and walking facilities, including Met Council’s Regional Transportation Bicycle Network (RTBN) facilities and pedestrian facility needs. Existing and future regional trails such as Bunker Hills-Rice Creek Chain of Lakes Regional Trail, Central Anoka County Regional Trail and East Anoka County Regional Trail will be integrated into this updated Bicycling and Walking Component and updated as appropriate.

Aviation Component: WSB understands the Anoka County – Blaine Airport (Janes Field) is a significant part of the community of Blaine and its overall land use, economic development and transportation system. The WSB team will prepare an Aviation Component of the overall City of Blaine Transportation Plan that identifies existing and future issues and meets minimum Met Council requirements. The Aviation component will include narrative and mapping describing the existing Anoka County - Blaine Airport existing operations and associated areas of airspace influence. Existing and future functional and operational characteristics of the

Airport and its area of influence will be discussed including policies and ordinances that protect regional airspace from obstructions; existing seaplane use; existing radio beacons and other navigational aids; noise impacts; land use compatibility issues and other related factors. Coordination will also occur with the Metropolitan Airports Commission (MAC) and other stakeholders in this Airport.

Freight Component: The WSB team will prepare a Freight Component of the overall Transportation Plan. The Freight Component will include supporting narrative identifying existing freight generators, existing Principal Arterial and A-Minor Arterial HCAADT, existing weight restricted roadways and bridges, insufficient bridge clearances, tight turning radii at intersections, unsafe at-grade railroad crossings etc. State Highway corridors TH 10, TH 65, TH 242 and Interstate 35W that carry the vast majority of freight within the City of Blaine will be the focal point of this discussion, in addition to more locally traveled A-Minor Arterial routes.



Implementation and Funding Opportunities

WSB is committed to developing actionable implementation plans with all of the comprehensive plans we work on. The WSB team understands what it takes to bring plans to fruition and the level of specificity required by staff. During this chapter, the WSB team will develop a concise and easy-to-use implementation matrix built on the goals developed earlier in the planning process that summarizes the action items from the chapters. The matrix will identify specific actions related to the goals so that the City can see what needs to be done. The matrix will also include responsible parties, the timeframe for completion, and measurable outcomes to gauge the City's progress.

Type	Action	Who	When
Strategic Partnership	Survey or meet with larger employers in town to determine what new employees are seeking in housing and other livability issues.	City planning staff	Long term
Strategic Partnership	Annually convene a meeting with all appropriate Private/ Public Utility and Resource Management Agencies to coordinate planning activities.	City engineering and planning staff	Ongoing
Strategic Partnership	Work collaboratively with community partners including the University, and the Grand Forks Region Economic Development Corporation on promotion and development of available industrial and office space in the City.	City planning staff, Mayors Vibrancy Initiative	Short term

Matrix example: Grand Forks

The WSB team will also include funding opportunities within the implementation chapter of the Plan. Blaine may be eligible for Livable Communities, Brownfield and state or federal transportation dollars to assist with the implementation of the Plan. At WSB, we believe that it is our responsibility to bring funding opportunities to the cities we serve. As such, we have developed a dedicated grant and funding committee comprised of WSB staff members from our various service areas. These specialists will be able to discover new funding opportunities for the City. They will also prepare any funding applications the City would like to pursue.

WSB staff has assisted our clients with grant/funding applications resulting in more than \$100 million of financial assistance since 2009 and \$22 million in 2016 alone. We are highly experienced and successful in preparing applications for the following funding sources: MnDNR Trail Grants, Legacy Partnerships, SRTS Funding, MnDOT HSIP, LRIP, BSWR Clean Water



Funds, Watershed District Grants, MDH Funding, Public Facilities Authority (PFA) Loans, DEED, CIMS Grants, AAA Funding for Pedestrian Safety Improvements, USDA Rural Development Grants and Loans, and State Revolving Loans.

New Chapter: Resilience

The WSB team will work closely with City staff to determine the level of detail for this chapter. The Resilience chapter will examine metrics, policies, and practices to help the City adapt to climate change, as well as resilience strategies that emphasize flexibility in adapting to unknowns of climate change. Resiliency strategies will address not only environmental impacts, but social and economic impacts as well.

Through the GreenStep Cities program, the Minnesota Pollution Control Agency (MPCA) has established 29 best practices for resiliency in five broad categories: Buildings and Lighting, Economic and Community Development, Environmental Management, Land Use, and Transportation. This model will be followed when developing the Resilience Chapter.

New Chapter: Economic Development

Our team will coordinate with City staff to create an economic development element that provides realistic tools for growth and redevelopment. In order to assist staff with the Economic Development element of the Comprehensive Plan, the WSB Team proposes the following sub-tasks:

- Facilitating a meeting with stakeholders to develop a Strengths-Weaknesses-Opportunities-Threats (SWOT) analysis for the community focused on development and redevelopment issues.
- Holding a meeting with City staff to create a strategic Economic Development Vision.
- Creation of a location map for areas that will be high priority redevelopment and development areas as the city continues to grow. This will map will be integrated with the future land use map.
- Goals and policies development for Economic Development.



Water Resources

The WSB team will coordinate with City staff and other City consultants on the surface water, sewer, and water plan updates, and the water supply plan. We will integrate these elements into the final plan document and ensure that the actions in this chapter are consistent with the overall goals of the plan.



During Task II, the WSB team will provide the City Council will an update on our progress and allow them to check in on the direction of the planning efforts, specifically including land use and resiliency.

The deliverable from Task II will be a Draft Plan document that incorporates all the plan elements.



Task III. Plan Refinement, Preparation, and Adoption

Upon preparing draft plans, the WSB team will complete an additional round of community engagement that includes attending each of the four commissions at a second meeting to present the draft plan, including goals and policies, issues, mapping, and implementation plan.

A second community meeting will be held to review the draft plan. A station will be set up for each topic and staff will be available to answer any questions and collect feedback, based on people’s interest areas. The WSB will set up this meeting as an all-day event at a public location (community center, library, or other area where people will naturally be coming, or in conjunction with another community event) to increase participation.

A final City Council presentation will be made which highlights the goals and policies, updated mapping, and focuses on implementation.

This task also includes the public hearing by the Planning Commission, which is required to be completed before the 6 month adjacent community review period commences.

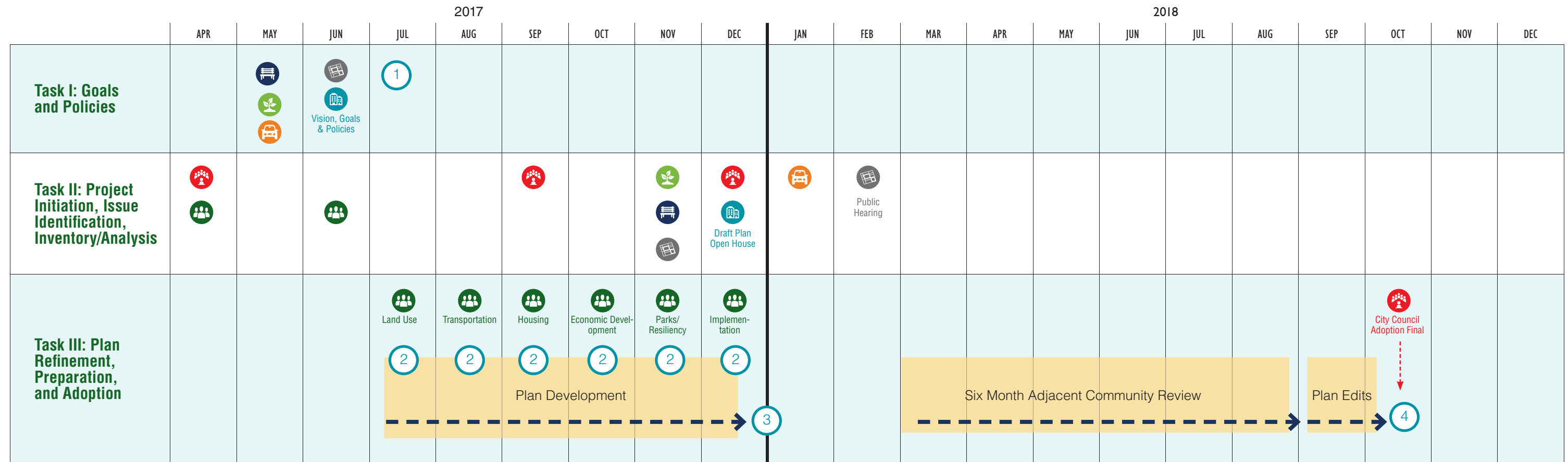
The task includes preparation of all the materials for community review, meeting with Met Council staff, and submitting the plan for preliminary review by the Met Council (during adjacent community review).

Once the plan has been preliminarily reviewed and commented on by Met Council and adjacent communities, the plan will be revised, if necessary, and brought back to City Council for final approval.



The deliverable from Task III will be a final document, approved by City Council and Met Council, and 25 bound copies, one unbound copy, an electronic copy, and all GIS and other applicable files.

Project Schedule



Meetings

- Staff Meeting
- Park Board Meeting
- Community Meeting
- Planning Commission Meeting
- Natural Resources Board Meeting
- Traffic Commission Meeting
- City Council Meeting

Deliverables

- 1 Updated Goals and Policies
- 2 Updated Chapter & GIS Maps
- 3 Draft Plan
- 4 Final Plan

Exhibit C: Basis for Compensation

Plan Component	Cost
Public Participation/Meetings	
Community Meeting #1	\$2,460
Community Meeting #2	\$2,460
My Sidewalk/Online Engagement	\$3,492
2- Planning Commission Meetings	\$2,532
2- Parks Board Meetings	\$2,560
2 - Traffic Commission	\$3,808
2 - Natural Resource Commission	\$2,748
3 - City Council Meetings	\$2,398
6 - Staff Meetings	\$7,728
Public Participation/Meetings Total	\$30,186
Introduction	
Analyze Vision and Guiding Principles	\$288
Collect and review the City's existing plans	\$1,092
Download and Analyze Demographic Information.	\$804
Historic Building Permit Information	\$278
School Enrollment	\$67
Prepare 10 Exhibits, Charts and Tables	\$1,358
Introduction Total	\$3,887
Housing	
Prepare 10 Charts and Tables	\$824
Prepare 2 maps	\$744
Goals and Policies	\$1,112
Policy and Common Tools Matrix	\$412
Draft Housing Element	\$1,112
Final Housing Element	\$412
Housing Total	\$4,616
Land Use	
Evaluate Metropolitan Council Forecasts	\$278
Examine existing Land Use Categories and Met Council Req	\$546
Final Land Use Map	\$1,778
Prepare 7 Charts	\$824
Prepare 8 Maps	\$2,710
Land Use Goals and Policies	\$422
Draft Land Use Element	\$834
Final Land Use Element	\$1,096
Land Use Total	\$8,488
Economic Competitiveness	
SWOT and Strategic Plan	\$1,888
Prepare 7 charts	\$946
Prepare 2 maps	\$1,542
Draft Economic Development Element	\$1,212
Final Economic Development Element	\$1,212
Economic Competitiveness Total	\$6,800
Parks	
Prepare required maps, per the Met Council	\$3,240
Incorporate regional parks and trails into comp plan	\$3,472
Parks Total	\$6,712
Transportation	
Agency Involvement	\$4,082
TAZs and Travel Forecasting	\$2,820
Roadways	\$7,119
Transit	\$1,053
Bicycling and Walking	\$2,311
Aviation	\$5,496
Freight	\$1,039
Final Report	\$4,868
Transportation Total	\$28,788
Implementation	
Identify ordinances to be updated - implementation	\$720
Prepare 5 tables	\$144
Prepare 3 maps	\$944
Meet with City Staff to discuss CIP	\$858
Draft Implementation Element	\$1,266
Final Implementation Element	\$1,266
Implementation Total	\$5,198
Resiliency	
Review Natural Resource Commission Priorities List	\$556
Evaluate Green Steps City	\$67
Prepare 2 charts	\$412
Prepare 3 maps	\$546
Draft Resiliency Element	\$412
Final Resiliency Element	\$680
Resiliency Total	\$2,673
Metropolitan Council Coordination	
Prepare and distribute to adjacent communities	\$412
1 agency and adjacent community meeting	\$432
1 meeting with Met Council staff	\$633
Attend the Met Council CDC	\$432
Review Met Council Comments and Revise Accordingly	\$1,822
Metropolitan Council Coordination Total	\$3,731
Documentation and Project Management	
Project management	\$3,300
Document design and assembly	\$3,990
Draft and final document review	\$1,146
Documentation and Project Management Total	\$8,436
TOTAL COST	\$109,515

**EXHIBIT D
INSURANCE SCHEDULE**

GENERAL LIABILITY

Carrier:	The Phoenix Insurance Company	
Type of Insurance:	Commercial General Liability	
Coverage:	General Aggregate	\$2,000,000
	Products-Comp/Ops Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Damage to Rented Premises	\$1,000,000
	Medical Expenses (Any one person)	\$10,000

AUTOMOBILE LIABILITY

Carrier:	The Travelers Indemnity Company	
Type of Insurance:	Any Auto Hired Autos Non-Owned Autos	
Coverage:	Combined Single Limit	\$1,000,000

UMBRELLA

Carrier:	The Travelers Indemnity Company of America	
Coverage:	Each Occurrence/Aggregate	\$5,000,000

WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY

Carrier:	The Travelers Indemnity Company of America	
Coverage:	<u>Statutory</u> Each Accident	\$ 1,000,000
	Disease-Policy Limit	\$ 1,000,000
	Disease-Each Employee	\$ 1,000,000

PROFESSIONAL LIABILITY (Errors and Omissions)

Carrier:	XL Specialty Insurance Company	
Coverage:	Each Claim	\$ 5,000,000
	Annual Aggregate	\$ 10,000,000

Certificates of Insurance will be provided upon request.

**EXHIBIT F
CLIENT RESPONSIBILITIES**

The Client's responsibilities related to the services to be provided by Consultant are generally as set out below. These responsibilities can be modified through Supplemental Agreements.

In order to permit the Consultant to perform the services required under this Agreement, the Client shall, in proper time and sequence and where appropriate to the Project, at no expense to the Consultant:

ARTICLE F.1

Provide available information as to its requirements for the Project, including copies of any design and construction standards and comprehensive plans which the Client desires Consultant to follow or incorporate into its work.

ARTICLE F.2

Guarantee access to and make all provisions for the Consultant to enter upon public and private lands to enable the Consultant to perform its work under this Agreement.

ARTICLE F.3

Provide such legal, accounting and insurance counseling services as may be required for this Project.

ARTICLE F.4

Notify the Consultant whenever the Client observes or otherwise becomes aware of any defect in the Project construction or design.

ARTICLE F.5

Designate a Client Representative with authority to transmit and receive instructions and information, interpret and define the Client's policies with respect to services rendered by the Consultant, and authority to make decisions as required for Consultant to complete services required under this Agreement.

ARTICLE F.6

Act promptly to approve all pay requests, Supplemental Agreements, or request for information by Consultant as set out below.

ARTICLE F.7

Furnish data (and professional interpretations thereof) prepared by or services performed by others, including where applicable, but not limited to, previous reports, core borings, sub-surface explorations, hydrographic and hydrogeologic surveys, laboratory tests and inspection of samples, materials and equipment; appropriate professional interpretations of the foregoing data; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property description; zoning, deed and other land use restrictions; and other special data.

ARTICLE F.8

Require all Utilities with facilities in the Client's Right of Way to Locate and mark said utilities upon request, Relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule.

ARTICLE F.9

Review all reports, sketches, drawings, specifications and other documents prepared and presented by the Consultant, obtain advice of legal, accounting and insurance counselors or others as Client deems necessary for such examinations and render in writing decisions pertaining thereto.

ARTICLE F.10

Where appropriate, endeavor to identify, remove and/or encapsulate asbestos products or materials or pollutants located in the project area prior to accomplishment by the Consultant of any work on the Project.

ARTICLE F.11

Provide record drawings and specifications for all existing physical plants of facilities which are pertinent to the Project.

ARTICLE F.12

Provide the foregoing in a manner sufficiently timely so as not to delay the performance by the Consultant of the services in accordance with the Contract Documents.

ARTICLE F.13

Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client. Consultant shall endeavor to verify the information provided and shall promptly notify the Client if the Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

ARTICLE F.14

Client shall bear all costs incidental to compliance with the requirements of this article.