

**Mayor:**  
David Grant

**Councilmembers:**  
Brenda Holden  
Fran Holmes  
Dave McClung  
Jonathan Wicklund



**Regular City Council  
Agenda  
July 11, 2016  
7:00 p.m.  
City Hall**

**Address:**  
1245 W Highway 96  
Arden Hills MN 55112

**Phone:**  
651-792-7800

**Website:**  
[www.cityofardenhills.org](http://www.cityofardenhills.org)

## City Vision

Arden Hills is a strong community that values its unique environmental setting, strong residential neighborhoods, vital business community, well-maintained infrastructure, fiscal soundness, and our long-standing tradition as a desirable City in which to live, work, and play.

## CALL TO ORDER

### 1. APPROVAL OF AGENDA

### 2. PUBLIC INQUIRIES/INFORMATIONAL

Public inquiries/informational is an opportunity for citizens to bring to the Council's attention any items not currently on the agenda. In addressing the Council, please state your name and address for the record, and a brief summary of the specific item being addressed to the Council. To allow adequate time for each person wishing to address the Council, we ask that individuals limit their comments to three (3) minutes. Written documents may be distributed to the Council prior to the meeting, or as bench copies, to allow a more timely presentation.

### 3. STAFF COMMENTS

#### 3.A. Rice Creek Commons (TCAAP) And Joint Development Authority (JDA) Update

Sue Iverson, Interim City Administrator and Director of Finance  
and Administrative Services

Documents:

[MEMO.PDF](#)

#### 3.B. Transportation Update

John Anderson, Acting Public Works Director

Documents:

[MEMO.PDF](#)

### 4. APPROVAL OF MINUTES

#### 4.A. June 13, 2016, Regular City Council

Documents:

[06-13-16-R.PDF](#)

4.B. June 20, 2016, City Council Work Session

Documents:

[06-20-16-WS.PDF](#)

5. CONSENT CALENDAR

Those items listed under the Consent Calendar are considered to be routine by the City Council and will be enacted by one motion under a Consent Calendar format. There will be no separate discussion of these items, unless a Councilmember so requests, in which event, the item will be removed from the general order of business and considered separately in its normal sequence on the agenda.

5.A. Motion To Approve Claims And Payroll

Sue Iverson, Interim City Administrator and Director of Finance  
and Administrative Services  
Ashley Bertrand, Accounting Analyst

Documents:

[MEMO.PDF](#)

5.B. Approve Resolution 2016-024 - Planning Case 16-013 - CUP Amendment Agreement - Mounds View High School - 1900 Lake Valentine Road

Ryan Streff, City Planner

Documents:

[MEMO.PDF](#)  
[ATTACHMENT A.PDF](#)  
[ATTACHMENT B.PDF](#)

5.C. Accept Proposal For Sanitary Sewer Repair

John Anderson, Acting Public Works Director

Documents:

[MEMO.PDF](#)  
[ATTACHMENT A.PDF](#)  
[ATTACHMENT B.PDF](#)

5.D. Accept Proposal For Soil Borings At Johanna Marsh Tennis Court

John Anderson, Acting Public Works Director

Documents:

[MEMO.PDF](#)  
[ATTACHMENT A.PDF](#)  
[ATTACHMENT B.PDF](#)

5.E. Accept Proposal For Water Valve Replacement

John Anderson, Acting Public Works Director

Documents:

[MEMO.PDF](#)  
[ATTACHMENT A.PDF](#)  
[ATTACHMENT B.PDF](#)

5.F. Authorization To Appoint Jolene Trauba As Deputy Clerk And Authorization To Advertise For Customer Service Support

Sue Iverson, Interim City Administrator and Director of Finance  
and Administrative Services

Documents:

[MEMO.PDF](#)

6. PULLED CONSENT ITEMS

Those items that are pulled from the Consent Calendar will be removed from the general order of business and considered separately in its normal sequence on the agenda.

7. PUBLIC HEARINGS

Under this Public Hearing section, citizens have an opportunity to discuss ideas regarding Rice Creek Commons (TCAAP) development. Please be sure to complete a "Request to Appear before City Council" form (available at the back table). Completed forms may be given to the City Clerk.

7.A. Rice Creek Commons (TCAAP) Development Discussion Opportunity For Residents

Mayor Grant

Documents:

[MEMO.PDF](#)

7.B. Approve Resolution 2016-023 - Order Of Abatement At 3736 Brighton Way South

Matthew Bachler, Senior Planner

Documents:

[MEMO.PDF](#)  
[ATTACHMENT A.PDF](#)  
[ATTACHMENT B.PDF](#)  
[ATTACHMENT C.PDF](#)

8. NEW BUSINESS

8.A. Off Leash Dog Park Area At Perry Park

John Anderson, Acting Public Works Director

Documents:

[MEMO.PDF](#)  
[ATTACHMENT A.PDF](#)  
[ATTACHMENT B.PDF](#)

9. UNFINISHED BUSINESS

9.A. Planning Case 16-014 - Master PUD Amendment And Final PUD Phase 1  
Development Agreement - Land O' Lakes - 4001 Lexington Avenue North

Ryan Streff, City Planner

Documents:

[MEMO.PDF](#)  
[ATTACHMENT A.PDF](#)

10. COUNCIL COMMENTS

**ADJOURN**



**DATE:** July 11, 2016

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Sue Iverson, Interim City Administrator/Finance and Administrative Services Director

**SUBJECT:** Rice Creek Commons (TCAAP) and Joint Development Authority (JDA) Update

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Per Stacie Kvilvang of Ehlers, there will be no update this week due to the holiday and vacations.



**DATE:** July 11, 2016

**TO:** Honorable Mayor and City Councilmembers  
Sue Iverson, Interim City Administrator

**FROM:** John Anderson, Acting Public Works Director

**SUBJECT:** Transportation Update

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**Background**

A brief oral update will be provided at the meeting regarding road construction/transportation in the City of Arden Hills.



**DRAFT**

Approved: July 11, 2016

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**CITY OF ARDEN HILLS, MINNESOTA  
REGULAR CITY COUNCIL MEETING  
JUNE 13, 2016  
7:00 P.M. - ARDEN HILLS CITY COUNCIL CHAMBERS**

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**CALL TO ORDER/ROLL CALL**

Pursuant to due call and notice thereof, Mayor David Grant called to order the regular City Council meeting at 7:00 p.m.

**Present:** Mayor David Grant, Councilmembers Brenda Holden, Fran Holmes, Dave McClung and Jonathan Wicklund

**Absent:** None

**Also present:** Interim City Administrator Sue Iverson and Acting Public Works Director John Anderson

**PLEDGE OF ALLEGIANCE**

**1. APPROVAL OF AGENDA**

**Mayor Grant** noted one addition to the agenda stating Item 5F should be added to the Consent Agenda Appointing Julie Hanson as City Clerk.

**MOTION:** **Councilmember Holden moved and Councilmember Holmes seconded a motion to approve the meeting agenda as amended. The motion carried unanimously (5-0).**

**2. PUBLIC INQUIRIES/INFORMATIONAL**

**Tess Degeist**, 3116 Woodridge Road, requested the Council reconsider the tennis court in her neighborhood. While she respected the Council's position to close the tennis court for safety reasons, she wanted to see the tennis court reconstructed. She indicated she had been in conversation with Mr. Anderson and stated she had 36 email addresses in support of the tennis court being rebuilt. She explained she had lived in her neighborhood for the past 10 years and played tennis herself. She reported she coached middle school tennis in the past and commented there was another tennis coach in the neighborhood. For this reason, the court has been very well utilized by herself and her neighbors. She noted this was the only park space in her neighborhood and based on its high use, she encouraged the Council to budget for the reconstruction of this

tennis court. Discussion ensued regarding the gathering of information from the neighborhood through a survey.

### 3. STAFF COMMENTS

#### A. Rice Creek Commons (TCAAP) and Joint Development Authority (JDA) Update

**Interim City Administrator and Director of Finance and Administrative Services Iverson** stated on June 6, 2016 the JDA approved a Preliminary Development Agreement (PDA) with Alatus Arden Hills LLC which provides them with exclusive development rights to the property until December 31, 2016. During this time, they will work in good faith to negotiate the terms of a Master Development Agreement (MDA). If by October 31, 2016, the JDA and the master developer have not reached substantial agreement on terms of an MDA or the developer determines the project is not feasible, either party can terminate the PDA with 30 days written notice.

**Interim City Administrator and Director of Finance and Administrative Services Iverson** explained City and County staff, consultants (Ehlers, Kimley Horn, etc.), attorneys (County, City, JDA and Master Developer) and the master developer continue to meet regularly to provide (1) required information to the master developer team (2) work on framework for MDA; and (3) weekly project management to make sure all elements of the development are progressing. City and County staff as well as the Master Developer are present at all meetings. Attorneys and other consultants are present at meetings as required. Following are the meetings held in the last two weeks:

- May 31, 2016 – Design guidelines/standards review and site issues
- June 1 and June 8, 2016 – Weekly project management meeting
- June 2, 2016 – Infrastructure meeting with Kimley Horn
- June 7, 2016 – Environmental conditions overview

#### B. Transportation Update

**Acting Public Works Director Anderson** reviewed the ramp closures off of I-694 and noted traffic continues to flow with the through and local lanes on this stretch of freeway.

**Acting Public Works Director Anderson** explained there would be a closure on I-35E from County Road 14 to County Road E this weekend.

**Acting Public Works Director Anderson** stated bridge beams would be set on the southbound side of the County Road E2 bridge this evening. Crews would set beams on the northbound side on Tuesday, June 14.

**Acting Public Works Director Anderson** indicated a temporary signal was being set up at County Road H and I-35W to allow the west half of the intersection to be built. Once this is completed, traffic will be shifted and the remainder of the intersection will be built.

**Acting Public Works Director Anderson** stated traffic has shifted to the east at County Road F and Lexington Avenue. Crews would continue to pour concrete for the west side of this roadway.

**Acting Public Works Director Anderson** noted MnDOT would be holding a meeting regarding noise wall construction on I-35W and the MnPASS project. The meetings will be held Wednesday, June 15 and Wednesday, June 22, 2016. Further information regarding these meetings was posted on the City's website.

**Acting Public Works Director Anderson** indicated the City's Public Works department has been working on paving Thom Drive and repairing the catch basin concrete on Lake Valentine Drive.

**Councilmember Holden** stated semis were being ticketed at the intersection of Lexington Avenue and Red Fox Road for blocking the intersection. She requested staff speak with Joe Lux at the County because this intersection has been problematic.

**Councilmember McClung** indicated County Road F was closed and would be closed longer than was previously anticipated. He questioned when this roadway would be reopened.

**Acting Public Works Director Anderson** stated he would do some checking on this and would report back to the City Council. He estimated the roadway would be closed through the end of June.

#### 4. APPROVAL OF MINUTES

- A. April 25, 2016, Regular City Council
- B. May 16, 2016, City Council Work Session

**MOTION:** **Councilmember Holmes moved and Councilmember Holden seconded a motion to approve the April 25, 2016, Regular City Council meeting minutes; and May 16, 2016, City Council Work Session meeting minutes as presented. The motion carried unanimously (5-0).**

#### 5. CONSENT CALENDAR

- A. Motion to Approve Consent Agenda Item - Claims and Payroll
- B. Motion to Approve Authorization to Appoint Seasonal Maintenance Worker
- C. Motion to Approve Lakeshore Place Landscaping
- D. Motion to Approve Round Lake Road Area Improvement – Payment #11
- E. Motion to Approve Resolution 2016-18 Ordering Public Hearing for I-35W MnPASS Project
- F. Motion to Approve Appointing Julie Hanson as City Clerk

**MOTION:** **Councilmember Holden moved and Councilmember Holmes seconded a motion to approve the Consent Calendar as presented and to authorize execution of all necessary documents contained therein. The motion carried unanimously (5-0).**

**6. PULLED CONSENT ITEMS**

None.

**7. PUBLIC HEARINGS****A. TCAAP Development Discussion Opportunity for Residents**

**Mayor Grant** stated under the Public Hearing section, citizens would have an opportunity to discuss ideas regarding the TCAAP development.

**Mayor Grant** opened the public hearing at 7:20 p.m.

With no one coming forward to speak, Mayor Grant closed the public hearing at 7:21 p.m.

**8. NEW BUSINESS**

None.

**9. UNFINISHED BUSINESS**

None.

**10. COUNCIL COMMENTS**

**Councilmember McClung** discussed the bench handout from the Personnel Committee presented to the Council this evening. He requested that Council agenda items be completed in a more timely manner in the future to avoid bench handouts.

**Mayor Grant** and **Councilmember Holden** apologized as Personnel Committee members.

**Councilmember Holmes** asked if the City would be hiring a Deputy Clerk to fill Julie Hanson's position.

**Mayor Grant** stated this has been discussed by the Personnel Committee and this may be brought forward. He discussed the internal and external position posting process.

**Councilmember Holden** indicated she drove down Thom Drive and was pleased by the paving work completed by the Public Works Department.

**Mayor Grant** agreed stating the work was nicely done. He asked if construction on the Tavern Grill had begun.

**Acting Public Works Director Anderson** explained the Tavern Grill had a watershed permit with conditions that needed to be satisfied prior to construction beginning.

**Mayor Grant** discussed the Land O'Lakes project in detail noting there was great interest in the redevelopment of this site.

**ADJOURN**

**MOTION: Councilmember Holden moved and Councilmember McClung seconded a motion to adjourn. The motion carried unanimously (5-0).**

**Mayor Grant** adjourned the Regular City Council Meeting at 7:29 p.m.

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Sue Iverson  
Interim City Administrator

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David Grant  
Mayor



**DRAFT**

Approved: July 11, 2016

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**CITY OF ARDEN HILLS, MINNESOTA  
CITY COUNCIL WORK SESSION  
JUNE 20, 2016  
5:00 P.M. - ARDEN HILLS CITY COUNCIL CHAMBERS**

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**CALL TO ORDER/ROLL CALL**

Pursuant to due call and notice thereof, Mayor Grant called to order the City Council Work Session meeting at 5:00 p.m.

**Present:** Mayor David Grant; Councilmembers Brenda Holden, Fran Holmes (arrived at 5:01 p.m.), Dave McClung (excused at 6:02 p.m.) and Jonathan Wicklund

**Absent:** None

**Also present:** Interim City Administrator Sue Iverson; Acting Public Works Director John Anderson; City Planner Ryan Streff; Senior Planner Matthew Bachler; and City Clerk Julie Hanson

**Councilmember Holden** requested an item be added to the agenda to allow for the discussion of the League of Minnesota Cities Conference (Item 1J).

**Councilmember Wicklund** requested two items be added to the agenda to allow for discussion regarding a Communication Committee Fund Request (Item 1K) and the Ramsey County League of Local Government Article Update (Item 1L).

**1. AGENDA ITEMS**

**A. Communications Consultant - TCAAP**

**Interim City Administrator/Director of Finance and Administrative Services Iverson** stated due to the vacancy in the Community Development Director's position, staff has been working with our Financial Consultant, Stacie Kvilvang of Ehlers, on potential items that the Council may want to consider going forward with on TCAAP. Communications is one of those areas.

**Stacie Kvilvang**, Ehlers & Associates, stated on June 6, 2016 the JDA approved a Preliminary Development Agreement (PDA) with Alatus for development of the TCAAP site. Over the course of the next 6 to 12 months, many actionable events will likely take place.

**Ms. Kvilvang** indicated the redevelopment of TCAAP presents a once in a lifetime opportunity to manage the reuse of a large part of the city for a sustainable future. Along with this opportunity comes a complex communications challenge. The success of the development depends to a significant degree on the ability of the City, the JDA, the Master Developer, and their spokespeople to communicate clearly, effectively and persuasively about the goals, objectives, and processes surrounding the development. How the City participates in this process and communicates about the development will play a significant role in the degree to which businesses and residents understand and support it.

**Ms. Kvilvang** stated in order to be successful, large and complex projects such as this require significant and continual communication to the public. In 2007, the City hired Davis Communications to assist with the development and implementation of a communications plan that included the following objectives:

- Increase understanding among residents and other key audiences of the opportunities presented by the potential redevelopment of the TCAAP site.
- Develop understanding of the goals, objectives and timelines of the TCAAP development.
- Create communications channels between the City and stakeholders within the community and those within other communities who will have an impact on the successful redevelopment of the site.
- Build support for the City's vision among stakeholders who will have an impact on the success of the redevelopment project.

**Ms. Kvilvang** commented to ensure residents are well informed about various aspects of the development and to provide an avenue to address development and community concerns/issues in a timely, effective and efficient manner, she would recommend that the City hire a communications consultant. This consultant would be charged with updating the City's prior communications plan and act as the central communications coordinator. This will include coordinating and/or developing press releases with the JDA and Master Developer, coordinating any updates in the City newsletter or website, preparation of key messages for various aspects of the project, and acting as a central contact for media inquiries and responses.

**Ms. Kvilvang** stated as a point of reference, the City received two proposals in 2007 when they hired a consultant (Davis and Goff) and selected Davis based upon interviews and pricing (Goff is currently the communications consultant for the JDA). The original communications plan cost \$8,500 and at the time, Ted Davis had an hourly rate to complete all other communication aspects of \$150/hour. It was her recollection that the City had a positive working relationship with Mr. Davis and was pleased with his services. She recommended approaching Mr. Davis to provide a proposal to update the communications plan and hourly rate requirement.

**Councilmember Holden** supported the City hiring a consultant.

**Councilmember Holmes** did not believe that Mr. Davis provided the City with any product in the past.

**Ms. Kvilvang** described the work completed by Mr. Davis.

**Councilmember Holden** recalled that Mr. Davis’ “feet had to be held to the fire” but that he did complete quality work for the City.

**Mayor Grant** stated the alternative would be for the City to do nothing.

**Councilmember Wicklund** recommended the City be specific about the communications that would be expected from the consultant.

**Councilmember Holmes** believed that in the past there was a plan, but no communication or guidance was provided.

**Councilmember Holden** asked what Mr. Davis would be doing for the City of Arden Hills.

**Ms. Kvilvang** stated Mr. Davis would be responsible for updating the City’s communication plan, preparing key messages on issues that arise and providing input on any press releases or coordinating with the JDA and Master Developer.

**Councilmember Holmes** supported the City hiring the same communications consultant as the JDA or County.

**Mayor Grant** and **Councilmember Holden** did not support this suggestion.

**Mayor Grant** believed the City needed help in this area.

Further discussion ensued regarding the role of the communication consultant.

**Councilmember McClung** stated he was underwhelmed by the services provided by Mr. Davis in the past. He believed that while Mr. Davis completed a communications plan, no additional work beyond that was completed. He supported the City having a communications consultant and recommended the City pursue another option besides Davis Communications.

**Councilmember Holden** disagreed with this assessment and commented that there could have been a lack of communication between Mr. Davis and the City Administrator. She requested the Council be provided with a copy of the communications plan. This would allow the Council to review the content and focus of this document.

**Councilmember Wicklund** recommended the Council address their concerns with whomever was hired as the communications consultant.

**Mayor Grant** suggested the City pursue bids or proposals from several individuals for the City’s communication consultant.

The consensus of the Council was for staff to pursue bids from several individuals for the City’s communication consultant and report back at a future meeting.

## **B. Organized Collection**

**Stacie Kvilvang**, Ehlers & Associates, explained over the past month staff had been meeting with County staff, the Master Developer and legal representatives from Kennedy & Graven (JDA) and Joel Jamnik (City) on the overall framework for the Master Development Agreement and future purchase agreements. Staff raised the issue of the City's desire to have an organized collection requirement within TCAAP. Both the County and the Master Developer are agreeable to this and it will likely be documented as a requirement in both the Master Development Agreement and subsequent Purchase Agreements. It was her understanding the City Council wanted staff to proceed with drafting of an ordinance to require this. She recommended holding off at this time since it may not be required due to the issue being addressed in other documents that are considered binding. She indicated she spoke with the City Attorney regarding organized collection and provided feedback on this conversation.

**Councilmember Wicklund** asked if the same or lower refuse rates would be paid by residents in TCAAP as the remainder of Arden Hills.

**Ms. Kvilvang** was uncertain as to what rates would be charged.

**Councilmember Wicklund** hoped that organized collection on TCAAP would lead to lower refuse rates for residents on TCAAP.

**Mayor Grant** commented the HOAs on TCAAP would be allowed to bid out the refuse rates on a yearly or every other year basis in order to achieve the most competitive rates.

**Councilmember Holden** asked if public hearing meetings were required if the organized collection would be managed by an HOA.

**Ms. Kvilvang** explained public meetings would be held after the fact, once the Ordinance was created.

The Council supported staff moving forward with this concept.

## **C. Metropolitan Councilmember Marie McCarthy**

**Metropolitan Councilmember Marie McCarthy** thanked the Council for their time. She stated it was exciting to be before the Council.

The Council took the time to introduce themselves to Councilmember McCarthy.

**Zoe Mullendore**, Community Relation Specialist with Metropolitan Council, introduced herself to the Council.

**Eric Wojchik**, Sector Representative, stated he would be the first point of contact for the City with the Met Council.

**Metropolitan Councilmember McCarthy** discussed the importance of building strong relationships with her cities. She encouraged the Council to call on her with questions or concerns at any time. She then addressed the questions provided by the City Council.

**Mr. Wojchik** discussed the training the Met Council would be providing to City staff in preparation for the Comprehensive Plan updates. He indicated the Met Council was working to make themselves more available to cities. He described why Arden Hills was not eligible for planning assistance grants from Met Council, stating this was because the City's net tax capacity was too high.

Further discussion ensued regarding the funding provided to Arden Hills in 2008.

**Mr. Wojchik** provided the Council with a contact name for Metro Transit and discussed the A-line extension. He stated at the moment, funds were not available to extend the A-line and that if extra revenues become available, an extension may become possible. He explained it would cost \$7 to \$9 million to create this extension. He believed that TCAAP would be a great BRT environment as it would be well connected and pedestrian friendly.

**Councilmember Wicklund** questioned how Alatus felt about mass transit for this development.

**Mayor Grant** stated mass transit was definitely on their radar and that they were pro-BRT.

**Metropolitan Councilmember McCarthy** stated TCAAP would have to have enough ridership in order to support a BRT line extension.

**Councilmember Holden** commented the current residents of Arden Hills were also looking for mass transit options.

Further discussion ensued regarding bus ridership and the future redevelopment of Arden Hills.

**Metropolitan Councilmember McCarthy** stated the ridership would have to justify the cost in order for additional routes to be added.

**Mr. Wojchik** provided further comment on the grants that had been available from the Met Council for I&I.

**Metropolitan Councilmember McCarthy** understood cities were working to address I&I.

**Mayor Grant** understood the Met Council did not want to build another treatment facility. He discussed how the City of Arden Hills, like other cities in the metro, has been working to reduce I&I. He questioned what had been achieved and if any goals or desired outcomes had been met.

**Mr. Wojchik** stated communities have invested \$136 million in I&I since 2005, which has saved over a billion dollars in infrastructure expenses. He explained the benefit to cities addressing their I&I issues, noting this would lead to reduced expenses long term.

**Councilmember Holden** did not believe changing the formula was fair to the City of Arden Hills residents. She felt that Arden Hills was being penalized for doing all the right things.

**Mayor Grant** feared that the metro area would continually be chasing a goal that was constantly moving. He discussed how much the City of Arden Hills has spent on I&I.

**Metropolitan Councilmember McCarthy** commented that I&I was not just a Met Council issue but was a legislative issue as well.

**Councilmember Holden** was very interested to see how Met Council sewer rates would be impacted after Shoreview completes their sewer treatment plant.

**Mr. Wojchik** shifted the conversation to affordable housing requirements in the metro area. He was pleased by the work the Council has done for TCAAP and how the land has been guided. He explained there was a need for senior housing in the metro area at this time. He then described the livable communities program. He indicated Arden Hills was currently meeting its goals within this program. The various grant types available for housing were discussed at length.

**Mayor Grant** requested the Met Council provide the Council with the amount of grant money that Arden Hills has received in the past 15 years.

**Mr. Wojchik** commented he could provide the Council with this information.

**Councilmember Holden** was interested to learn more about the grants that were available to Arden Hills.

**Metropolitan Councilmember McCarthy** stated she could work to gather this information for the City.

**Councilmember Holden** inquired if there were any other connection ideas the Met Council had for tying TCAAP into the remainder of Arden Hills.

**Mr. Wojchik** encouraged the City to speak with the Urban Land Institute.

**Councilmember Holden** encouraged the Met Council to take advantage of the City's local newsletter by drafting articles with the happenings at the Met Council.

**Mayor Grant** thanked Metropolitan Councilmember McCarthy and her associates for being present this evening.

#### **D. 2017 Budget Parameters**

**Interim City Administrator/Director of Finance and Administrative Services Iverson** stated staff had identified a number of factors that will influence the 2017 Budget. She requested further input from the Council on the 2017 budget.

**Councilmember Wicklund** requested further information on the budget from a 20,000-foot aerial view.

**Interim City Administrator/Director of Finance and Administrative Services Iverson** reviewed the general fund budget from a broad perspective in further detail with the Council. She noted the City had an approximate \$700,000 surplus in 2015 and had a 62.9% fund balance.

**Councilmember Wicklund** was interested in investing the City's surplus into infrastructure.

**Mayor Grant** recommended the City work with the County on the trail section south of the railroad. He stated he had discussed this possibility with County Commissioner Huffman.

**Councilmember Holden** questioned when the budgets from police and fire would be available.

**Interim City Administrator/Director of Finance and Administrative Services Iverson** reported she had received the numbers but had not had a chance to review them.

**Councilmember Holden** indicated she was in favor of proceeding with a 5% tax levy.

**Councilmember Holmes** could support a levy of public safety plus 2%.

**Mayor Grant** supported this recommendation as well. However, he wanted to see what was included or removed.

**Interim City Administrator/Director of Finance and Administrative Services Iverson** questioned what the COLA adjustment should be for 2017. She noted a 2.75% increase was approved for 2016.

Further discussion ensued regarding the City's COLA and step raise increases.

**Councilmember Holmes** supported a 2% COLA increase.

**Councilmember Holden** supported a 2.5% COLA increase. She also wanted to see the healthcare split changed to 40/60 with the City paying 40% and employees paying 60%.

**Mayor Grant** believed a 2% COLA was fair.

**Councilmember Wicklund** was in favor of a COLA increase higher than 2.5%.

**Councilmember Holden** commented on the Johanna Marsh tennis court. She suggested money be put into the CIP for renovation of this park.

**Councilmember Wicklund** questioned how the CIP was funded.

**Interim City Administrator/Director of Finance and Administrative Services Iverson** defined how the City funded the CIP.

**Mayor Grant** wanted to see a feasibility study completed on the trail segment for the Bethel Trail.

**Councilmember Wicklund** supported this item being put into the CIP.

**Councilmember Holden** recommended the City consider a connection to TCAAP in the 2017 CIP.

**Mayor Grant** suggested this not be placed in the CIP but rather that this connection be pursued by the County. He wanted to see the amount set aside for I&I reduced from \$400,000 every two years to \$400,000 every four years.

**Acting Public Works Director Anderson** commented on the grants available from Met Council for I&I every two years.

The Council discussed the City's I&I efforts and current infrastructure.

**Councilmember Holmes** recommended the City maximize its I&I efforts in order to receive the most in grants from the Met Council.

**Interim City Administrator/Director of Finance and Administrative Services Iverson** asked if the Council wanted \$100,000 or \$200,000 into the PIR fund.

**Councilmember Holmes** and **Mayor Grant** supported \$200,000 being put into the PIR fund.

**Councilmember Holden** wanted to see the Public Works continue to overlay streets in need of repair without requiring a full reconstruction.

**Interim City Administrator/Director of Finance and Administrative Services Iverson** thanked the Council for their input. She explained she would work on a preliminary budget and would report back to the Council at a future work session meeting.

### **E. Trail Priorities**

**Acting Public Works Director Anderson** stated Councilmember Wicklund requested the City Council discuss priorities related to trails in Arden Hills. He reviewed several trail maps with the Council. Given that staff and the City Council will soon be working on the Capital Improvement Plan for the coming years, this item is relevant as it can provide staff with direction on specific trail segments the City Council wishes to see programmed.

**Councilmember Wicklund** asked if the Bethel trail would go all the way to County Road E2.

**Mayor Grant** explained the City's commitment was to get the trail to the entrance of Bethel. It was noted this trail had to be completed by 2018.

**Councilmember Wicklund** recommended the trail be continued to County Road E2.

**Councilmember Holden** questioned what the various colors on the trail map meant.

**Acting Public Works Director Anderson** discussed what the various colors meant on the trail maps.

Discussion ensued the existing and proposed trail segments for the City.

**Mayor Grant** summarized the discussion stating the Council was in agreement there were several trail segments that needed to be completed. The Council needed to understand how much these segments would cost before proceeding.

**F. Engineering Pool – Request for Qualification**

**Acting Public Works Director Anderson** stated the City of Arden Hills established an engineering consultant pool in 2007 under the direction of City of Roseville staff. Since that time the pool concept as it related to engineering consultants had not been updated. The City Council previously discussed engineering consultant selection and expressed an interest in reviving the consultant pool. Staff prepared a Request for Qualifications (RFQ) to be sent out to solicit interest in an engineering consultant pool in a number of different types of work. The schedule for the RFQ is as follows:

- 1. Issue Request for Proposal ..... June 29, 2016
- 2. Questions due to City staff .....July 14, 2016
- 3. SOQs due .....July 21, 2016
- 4. City completes evaluation of SOQs.....July 28, 2016
- 5. Council approval .....August 8, 2016

**Acting Public Works Director Anderson** explained the full RFQ was provided to the City Council. It was staff’s intent to send a notice of this RFQ to about 20 consultants that do work in these areas of expertise. In addition, staff plans to advertise this RFQ on the League of Minnesota Cities website.

**Mayor Grant** supported the proposed timeline.

**Councilmember Holden** asked if the City would have a pool of engineering candidates to work with or a single consultant.

**Acting Public Works Director Anderson** described how the proposals could be pooled. He explained the City did not have any intention of working with a single consultant. The intent of the pool would be to assist the City in narrowing its focus for future projects.

**Mayor Grant** requested this item come back to the Council at their next meeting for approval on the Consent Agenda.

**G. Boulevard Maintenance**

**Acting Public Works Director Anderson** indicated Public Works cuts nearly 50 acres of grass throughout the city in various locations, much of which is located in City parks or along trails. He

stated Public Works also maintains areas around lift stations, water towers and other City-owned property. He said that some of the areas historically mowed fall in boulevards adjacent to private property and that staff has reviewed those areas to ensure City property is being maintained and not private property. He indicated that some locations being maintained by the City are private property and include: 1445 Floral drive (across from Floral park), the east boulevard along Hamline Avenue between Floral Drive and Wyncrest.

**Acting Public Works Director Anderson** stated staff has reviewed the City's procedure and asked for direction regarding how to proceed. He stated staff would continue to maintain areas where the sight distance is limited at intersections such as along the east side of Snelling Avenue south of Lindy's Park.

**Councilmember Holden** recommended the City not continue to mow private land. She suggested a letter be sent to the affected property owners to explain the situation.

**Councilmember Wicklund** asked if it was true that if the City maintained (mowed) a portion of property for a certain length of time that the private property could be claimed by the City. He encouraged the City to be in communication with the property owners if a maintenance change was made on private property.

**Mayor Grant** understood that many states had a similar law in place.

Further discussion ensued regarding the impacted properties throughout the City.

**Councilmember Wicklund** recommended staff speak with Boston Scientific to explain what portions of the right of way they would be responsible for mowing.

**Acting Public Works Director Anderson** stated that if the City continued to mow portions of the Hamline Avenue right-of-way, they may have to mow all of it.

**Councilmember Holmes** suggested the three lots that do not have access continue to be mowed by the City.

**Councilmember Wicklund** preferred to have the mowing be done in order for the City to remain nice looking, rather than having property line disputes.

**Mayor Grant** agreed that this area of the City needed to look reasonable and should be mowed on a 13- to 14-day cycle. Further direction was provided to staff on improving communication between the City and the property owners.

#### **H. Johanna Marsh Tennis Court**

**Acting Public Works Director Anderson** stated in May of 2016 staff brought forward concerns about the safety of the playing surface at the Johanna Marsh tennis court. The City Council directed staff to contact the insurance carrier and get direction regarding closing the court because the play surface is uneven and creates a tripping hazard. Council also directed staff to notify the association in that neighborhood of any developments. The recommendation from the insurance

carrier was that the court should be closed. Staff locked the court, posted a sign and contacted the Association president. Discussion at the May 16, 2016 City Council workshop also touched on future plans for the court. Given the tennis court is presumably constructed on questionable soils and there has been settlement that has taken place over time, repairs and reconstruction costs could be substantial. This court was planned to be resurfaced in 2014 but the contractor the City was dealing with had more work that he could complete that year and the work was not done. When staff requested quotes in 2015 for this court to be resurfaced, the consensus of the contractors was the bituminous base needed to be addressed before it was worth resurfacing the court.

**Acting Public Works Director Anderson** indicated the City Council referred the matter to the Parks Trails and Recreation Committee to get input from the neighborhood on the tennis court and alternatives if the tennis court is cost prohibitive in this location, a draft copy of their survey is attached. At this point there has been no current cost estimate prepared associated with rehabilitating the tennis court. In order to establish the paving section and soil corrections needed to support a tennis court, soil borings would need to be drilled and opinion from a geotechnical engineer should be obtained. Additionally, assuming some sort of soil corrections are needed, a wetland delineation should be prepared to identify if wetland impacts are a factor. Staff reviewed the history of this tennis court in detail with the Council and requested feedback on how to proceed.

**Councilmember Wicklund** recommended the Council create a plan for this park given the importance of this park to the adjacent neighborhood and that this plan be communicated to the neighbors. He asked if the Council can determine what the City had committed to for the tennis court. He suggested that this financial commitment be offered to the neighborhood and that the neighborhood then be allowed to continue as they wish.

**Councilmember Holden** wanted to better understand what the problems are with the tennis court and what the cost was to replace it. She knew it was built in 1974 and should have been resurfaced. She indicated she wanted to better understand the problems at the court and the expense to replace it prior to creating a plan.

**Mayor Grant** suggested a plan be created to rehab the tennis court in order to find out what it would take.

**Acting Public Works Director Anderson** understood the Council would like staff to do some research on the site in order to make cost estimates.

**Councilmember Wicklund** estimated the cost to do a typical court reconstruction would be \$50,000 to \$75,000.

**Acting Public Works Director Anderson** agreed with this estimate and stated additional costs may be involved in soil corrections at this site.

**Councilmember Holmes** did not believe the tennis court was in that poor of a condition. She recommended a survey be conducted to see how often the park and tennis court were used. She

suggested a question be asked if the neighborhood would be willing to assist with the expense of the court.

**Councilmember Holden** and **Councilmember Wicklund** were not in favor of this information being gathered at this time.

**Acting Public Works Director Anderson** stated the PTRC was creating a survey and the neighborhood has been informed that this would be forwarded in the near future.

Staff was directed to conduct soil borings on the tennis court in order to gather information on the soil conditions and recommended the survey be held off until information from the soil borings was available for review by the City Council.

### **I. Personnel Committee Update**

**Interim City Administrator/Director of Finance and Administrative Services Iverson** explained the Personnel Committee had an update for the Council.

**Mayor Grant** explained Stacie Kvilvang with Ehlers & Associates would be assisting the City in the absence of a City Administrator and a Community Development Director. He believed this was a cost effective solution for the City. He stated the Personnel Committee was recommending that the Council accept the proposal from Ehlers. He noted she would serve as the City's financial advisor and do Community Development work. He believed this recommendation would be a way for the City to move forward without staffing delays.

**Councilmember Wicklund** supported the recommendation.

**Interim City Administrator/Director of Finance and Administrative Services Iverson** stated this item would be placed on a future Council meeting for approval on the Consent Agenda.

**Mayor Grant** indicated Bill Joynes was completing a proposal for the City Administrator position. He commented the Personnel Committee was hoping to find a candidate prior to needing to complete the full search process again. He understood there were three possible candidates available at this time.

**Mayor Grant** noted Julie Hanson accepted the City Clerk position. He indicated an internal posting for the Deputy Clerk position would be posted shortly.

### **J. League of Minnesota Cities Conference**

**Councilmember Holden** provided a summary of the conferences she recently attended at the League of Minnesota Cities Conference. She recommended the Council review the information she gathered regarding playground equipment. She thought this information may be valuable when planning for TCAAP. She stated there were many companies that assist with streetscaping, which may also benefit the Council. She indicated the price for a water tower was up to \$3 or \$4 per gallon. She discussed the fact that water towers were now had major homeland security requirements.

**Councilmember Holmes** reported she had the City's GreenStep City award from the LMC conference and would present this at the next Council meeting.

#### **K. Communication Committee Fund Request**

**Councilmember Wicklund** stated the Communications Committee would like to update the newsletter that would move away from using clipart in order to create a newer and fresher look. He requested the Council consider approving an \$800 to \$1,000 expense which would allow a graphic designer to create a new version of the City's newsletter.

**Councilmember Holden** believed this was a good use of funds. She wanted to see the City move away from paper.

**Councilmember Wicklund** understood the redesigned newsletter would have to be online compatible.

**Councilmember Holmes** agreed the newsletter should not be mailed out any longer, but rather should be available digitally.

#### **L. Ramsey County League of Local Government Article Update**

**Councilmember Wicklund** stated if the City wanted to submit an article for the Ramsey County League of Local Government newsletter the deadline was July 1<sup>st</sup>.

**Councilmember Holmes** was in favor of an article being completed on TCAAP.

**Councilmember Holden** explained an article was completed for TCAAP and believed there was no new information available for their next newsletter.

## **2. COUNCIL COMMENTS AND STAFF UPDATES**

**Mayor Grant** stated Clearway has claimed they could save cities on postage. He noted a number of other cities were utilizing Clearway for mailing services. He suggested staff look into this further.

**Mayor Grant** understood a number of trees were treated in 2014 for Emerald Ash Borer. He asked if this was still an issue and if these trees needed to be treated again. He also requested an update on the lighting on County Road E.

**Acting Public Works Director Anderson** stated his understanding was that the Council wanted two lights on the south side of the trail to light the sidewalk. He indicated he read through the minutes from the meetings and did not find any other indicators that more lighting was required than for the trail.

Further discussion ensued regarding the lighting along County Road E.

**Mayor Grant** believed the current lighting along this roadway was insufficient for traffic at night.

**Councilmember Holmes** believed the lighting was insufficient as well. It was her hope that the bridge would be more nicely illuminated.

**Mayor Grant** recommended each of the Councilmember drive the bridge at night and provide staff with feedback. He questioned how much it would cost to replace the poles and lights.

**Councilmember Holden** did not want to light the other side of the bridge as this may encourage additional pedestrian traffic where there is not a trail.

**Mayor Grant** requested staff provide the Council with how much it cost to complete Thom Drive.

**Acting Public Works Director Anderson** explained there was one issue with borrowing a County truck during the Thom Drive work. He noted a rock hit the windshield and would need to be replaced.

**Mayor Grant** recommended the windshield be replaced by the City in order to keep relations between the City and County positive. The Council was in agreement.

**Mayor Grant** asked if the Council was interested in pursuing a Gateway Sign in 2017 for TCAAP.

**Councilmember Holden** questioned if another HVAC vendor should be considered.

**Interim City Administrator/Director of Finance and Administrative Services Iverson** stated this was being discussed by staff.

**Councilmember Holden** discussed the expense of sodium lights versus LEDs and requested staff investigate this further to see how many sodium lights remain in the City.

**Councilmember Holden** stated she spoke to the County regarding the tree trimming trucks that are being parked for days in the City. The response she received from Terry Soukkala was that they only have five officers on to cover a very large area. She expressed concern that the City of Arden Hills have an officer in the area during the night time hours.

**Interim City Administrator/Director of Finance and Administrative Services Iverson** commented on the City's solicitor licensing process that other cities follow.

**Councilmember Holden** recommended an article be drafted for the upcoming newsletter encouraging homeowners to ensure their tree trimmers were insured.

**Councilmember Wicklund** was not in favor of creating more regulation.

There was Council consensus of requiring tree trimmers to be licensed with the City of Arden Hills.

**Councilmember Wicklund** stated he would not be able to attend the July 18<sup>th</sup> Council Work Session meeting. He indicated he could call in for the meeting if held after 7:00 p.m.

**Councilmember Holmes** explained Sue Schroeder would be attending the next Council meeting and would be presented with her certificate of appreciation.

**ADJOURN**

Mayor Grant adjourned the City Council Work Session meeting at 9:22 p.m.

\_\_\_\_\_  
Julie Hanson  
City Clerk

\_\_\_\_\_  
David Grant  
Mayor

  
**MEMORANDUM**

**DATE:** July 11, 2016  
**TO:** Honorable Mayor and City Council Members  
**FROM:** Sue Iverson, Director of Finance and Administrative Services,  
Ashley Bertrand, Accounting Analyst  
**SUBJECT:** Claims & Payroll

**Requested Action:**

- 1. Motion to Approve Consent Agenda Item – Claims and Payroll

**Supporting Documents:**

**Payroll**

2016 Payroll #13 .....	\$	99,772.62
<b>Total Payroll</b>		<b>\$ 99,772.62</b>

**Accounts Payable Claims Through 07/08/2016**

Paid Claims (Check No 0 Department of Labor).....	\$	5,896.89
Paid Claims (Check No 45837-Check No 45872).....	\$	73,625.63
Paid Claims (Check No 45873-Check No 45875).....	\$	439,904.57
<b>Total Accounts Payable</b>		<b>\$ 519,427.09</b>
<b>Total Claims</b>		<b>\$ 619,199.71</b>

**CITY OF ARDEN HILLS**

**PAYROLL # 13**

**CHECKS DATED: 07/01/16**

**Biweekly: 06/11/16 - 06/24/16**

EMPLOYEE DEDUCTIONS	AMT.	CITY BENEFIT	Payment Method
FIT	6,750.58		EFT
SIT	2,847.14		EFT
FICA Oasdi	4,344.49	4,344.49	EFT
FICA Medicare	1,016.08	1,016.08	EFT
<b>TOTAL TAXES</b>	<b>14,958.29</b>	<b>5,360.57</b>	
Health Premium	2,111.10	13,337.31	A/P Check*
Dental Premium		1,050.50	A/P Check*
FSA Health Care Reimb.	133.33		A/P Check*
FSA Dependent Care Reimb.	208.33		A/P Check*
<b>TOTAL FLEXIBLE SPENDING</b>	<b>2,452.76</b>	<b>14,387.81</b>	
HSA Health Saving	570.09	1,458.34	
Health Care Savings Plan			EFT
Health Care Savings Plan-2%	218.21		EFT
Health Care Savings Plan-4%	527.68		EFT
<b>TOTAL HEALTH SAVINGS</b>	<b>1,315.98</b>	<b>1,458.34</b>	
PERA	3,854.51	4,447.53	EFT
ICMA	932.08		EFT
Central Pension Fund-Union	614.40		A/P Check*
MN State Retirement System	709.86		EFT
<b>TOTAL RETIREMENT</b>	<b>6,110.85</b>	<b>4,447.53</b>	
IUOE 49 Dues (Union)	136.00		A/P Check*
LTD/STD Insurance	1,072.78		A/P Check*
PERA Life Insurance	32.00		A/P Check*
Life/Addl/Dep Life	177.99	85.10	A/P Check*
Public Employee Long Term Care			A/P Check*
UNUM	42.55		A/P Check*
AFLAC	191.58		EFT
Avesis-Vision Care	5.43		A/P Check*
<b>TOTAL VOLUNTARY</b>	<b>1,658.33</b>	<b>85.10</b>	
Total Employee Deductions	26,496.21		
Net Payroll			
Direct Deposit	47,537.06		EFT
Gross Payroll Tie-Out	74,033.27		
STD/LTD Gross - Up			
Plus City Paid Benefit	25,739.35		
ICMA Benefit Held	0.00		
<b>TOTAL PAYROLL COST</b>	<b>99,772.62</b>		

FICA TIE-OUT	
Gross Payroll	74,033.27
Less Total FSA	2,452.76
Plus Employer Match ICMA	0.00
Plus ICMA Benefit Held	0.00
Net P/R Subject to FICA	71,580.51
FICA Oasdi @ 6.20%	4,344.49
FICA Medicare @ 1.45%	1,016.08

Note: Federal and State Payroll Tax obligations are satisfied by means of utilizing the "Taxtel" Electronic Tax Deposit Service. Transfers are typically made two business days after the payroll date.

\* A/P Checks can be found on the *ACCOUNTS PAYABLE Check Approval* report. Checks may be paid this week or the following week.

## Ashley Bertrand

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**From:** State of Minnesota Department of Labor and Ind [noreply@epymtservice.com]  
**Sent:** Thursday, July 07, 2016 4:53 PM  
**To:** Ashley Bertrand  
**Subject:** Payment Confirmation for Building Permit Surcharge

\*\*\* PLEASE DO NOT RESPOND TO THIS EMAIL \*\*\*

Thank you for your payment.

This email is to confirm your payment submitted on Jul-07-2016 for Building Permit Surcharge.

Confirmation Number: DLIMN1000244235  
Payment Amount: \$5,896.89  
Scheduled Payment Date: Jul-08-2016  
Amount Due: \$5,896.89

Account Nickname: -9377  
Routing Transit Number: 091000022  
Account Number: \*9377  
Account Type: Checking  
Account Category: Business

If you have questions about this payment or need assistance, please view the payment online at [http://cp.mcafee.com/d/5fHCN8SyMUed7arPbNEVdTdFT7fcFzANPxJeUVVBcseohdFT7fcFzANPNJ6ZNPWbwWX1Li7ND7o80GQFBGKX53U4V7DQU02rJapqHKNg-1ehVZe00CS67rue7fZvAT6n4PhOVRXBOOTxTc6zB5VUOsEYJt6OaaJTCul3PWApmU6CQjq9K\\_9zDHlzzhOyYYrKr018lfBR9Xf-lxPtcMQJrUj-e6UlzWNVVo5ulmIDjUCpm\\_BPqrdNNlbqml-4Ph09lwXaaKPBm1EwtH4Qg3bszO9g8Cy0bv5mkPh0cdNljS97PrZPrEDdP\\_dT](http://cp.mcafee.com/d/5fHCN8SyMUed7arPbNEVdTdFT7fcFzANPxJeUVVBcseohdFT7fcFzANPNJ6ZNPWbwWX1Li7ND7o80GQFBGKX53U4V7DQU02rJapqHKNg-1ehVZe00CS67rue7fZvAT6n4PhOVRXBOOTxTc6zB5VUOsEYJt6OaaJTCul3PWApmU6CQjq9K_9zDHlzzhOyYYrKr018lfBR9Xf-lxPtcMQJrUj-e6UlzWNVVo5ulmIDjUCpm_BPqrdNNlbqml-4Ph09lwXaaKPBm1EwtH4Qg3bszO9g8Cy0bv5mkPh0cdNljS97PrZPrEDdP_dT) , or call Customer Service at (651)284-5021.

The above payment was processed with authorization to make a single entry ACH debit of the above listed account. If you did not authorize this payment please contact Customer Service at (651)284-5021.

Thank you for using the MN Dept of Labor & Industry electronic payment system.

# Accounts Payable

## Checks by Date - Detail by Check Date

User: ashley.bertrand  
 Printed: 7/8/2016 5:49 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	0192	Grainger, Inc	06/30/2016	
	9126466813	PW Supplies	PW Supplies	15.34
	9127555283	PW Supplies	PW Supplies	128.16
	9128255792	PW Supplies	PW Supplies	183.36
	9130896500	PW Supplies	PW Supplies	26.60
Total for this ACH Check for Vendor 0192:				353.46
ACH	0230	MTI Distributing Co.	06/30/2016	
	1064096-00	PW Supplies	PW Supplies	201.49
Total for this ACH Check for Vendor 0230:				201.49
ACH	0292	Oxygen Service Company, Inc.	06/30/2016	
	03342787	May 2016 Rental	May 2016 Rental	19.22
Total for this ACH Check for Vendor 0292:				19.22
ACH	0339	Ferguson Waterworks 2516	06/30/2016	
	0190356	Water Supplies	Water Supplies	3,878.89
Total for this ACH Check for Vendor 0339:				3,878.89
ACH	0387	ICMA Retirement Trust- #302482	06/30/2016	
		PR Batch 00100.07.2016 ICMA Employee Dedu	PR Batch 00100.07.2016 ICM	75.00
		PR Batch 00100.07.2016 ICMA Employee Perce	PR Batch 00100.07.2016 ICM	857.08
Total for this ACH Check for Vendor 0387:				932.08
ACH	0750	Verizon Wireless	06/30/2016	
	9766659733	May/June 2016 Cell Phone Expenses	May/June 2016 Cell Phone Ex	120.06
	9766872865	May/June 2016 Cell Phone Expenses	May/June 2016 Cell Phone Ex	964.38
Total for this ACH Check for Vendor 0750:				1,084.44
ACH	0922	North Suburban Access Corporation	06/30/2016	
	16-053	May 2016 Contracted Services	May 2016 Contracted Service	257.40
Total for this ACH Check for Vendor 0922:				257.40
ACH	0940	Zee Medical Services	06/30/2016	
	54057294	Medical Supplies	Medical Supplies	137.00
Total for this ACH Check for Vendor 0940:				137.00
ACH	1041	Aaron Thelen	06/30/2016	
	06272016-AT	6/13-6/23 Mileage Reimbursement	6/13-6/23 Mileage Reimburse	73.44
Total for this ACH Check for Vendor 1041:				73.44
ACH	1110	Pitney Bowes	06/30/2016	
	04242016-PB	April 2016 Postage	April 2016 Postage	618.63

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	04242016-PB	April 2016 Postage	April 2016 Postage	19.99
	05232016-PB	May 2016 Postage	May 2016 Postage	1,000.00
	06232016-PB	June 2016 Postage	May 2016 Postage	592.34
	06232016-PB	June 2016 Postage	May 2016 Postage	549.49
	06232016-PB	June 2016 Postage	May 2016 Postage	1,019.99
Total for this ACH Check for Vendor 1110:				3,800.44
ACH	1782 209	Willie McCray 6/20-6/23 Umpiring Services	06/30/2016 6/20-6/23 Umpiring Services	486.00
Total for this ACH Check for Vendor 1782:				486.00
ACH	5596 456382	Jamar Company Parks Supplies	06/30/2016 Parks Supplies	25.50
Total for this ACH Check for Vendor 5596:				25.50
ACH	5648 06272016-MB 06272016-MB	Matthew Bachler June 2016 Expense Report June 2016 Expense Report	06/30/2016 June 2016 Expense Report June 2016 Expense Report	13.39 14.10
Total for this ACH Check for Vendor 5648:				27.49
45837	CANON 16170255 16170255	Canon Financial Services June 2016 Copier Lease June 2016 Copier Lease	06/30/2016 June 2016 Copier Lease June 2016 Copier Lease	214.42 1,215.08
Total for Check Number 45837:				1,429.50
45838	1033 44271-050716	Comcast May-July 2016 TV Services	06/30/2016 May-July 2016 TV Services	12.65
Total for Check Number 45838:				12.65
45839	1032 160531 160531	Commercial Asphalt Co. 5/18-5/23 Asphalt Expense 5/18-5/23 Asphalt Expense	06/30/2016 5/18-5/23 Asphalt Expense 5/18-5/23 Asphalt Expense	6,256.03 1,107.55
Total for Check Number 45839:				7,363.58
45840	3499 2015-01123	Consolidated Communications ROW # 2015-01123 Refund	06/30/2016 ROW # 2015-01123 Refund	1,000.00
Total for Check Number 45840:				1,000.00
45841	0390 06022016-INT	INT'L Union Operating Engineers-Union D June 2016 Union Dues	06/30/2016 June 2016 Union Dues	268.00
Total for Check Number 45841:				268.00
45842	1450 06302016-LMC	League of MN Cities Inc. Trust (SP) Q2 2016 Claim # 11053070 Payment	06/30/2016 Q2 2016 Claim # 11053070 P	690.90
Total for Check Number 45842:				690.90
45843	5138 53386	League of MN Cities Ins. Trust Data Breach	06/30/2016 Data Breach	500.00
Total for Check Number 45843:				500.00
45844	MONTD 06232016-DM	David Montgomery 2016 Basketball Camp	06/30/2016 2016 Basketball Camp	2,040.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 45844:	2,040.00
45845	7025 267807	On Site Sanitation 6/18-7/15 Rental	06/30/2016 6/18-7/15 Rental	1,010.00
			Total for Check Number 45845:	1,010.00
45846	0811 06272016-RC	Ramsey County Tax Settlement	06/30/2016 Tax Settlement	105.31
			Total for Check Number 45846:	105.31
45847	6748 GL154938-0716	Reliance Standard July 2016 Premiums	06/30/2016 July 2016 Premiums	1,380.30
			Total for Check Number 45847:	1,380.30
45848	SRFC 09263.00-1	SRF Consulting Group, Inc. PC 16-014 Lighting Escrow	06/30/2016 PC 16-014 Lighting Escrow	2,981.80
			Total for Check Number 45848:	2,981.80
45849	0327 3304556200	Staples Business Advantage May 2016 GPS Expenses	06/30/2016 Office Supplies	140.58
			Total for Check Number 45849:	140.58
45850	1161 22752	Valley-Rich Co., Inc. 3308 Katie Lane Watermain Repair	06/30/2016 3308 Katie Lane Watermain R	3,366.12
			Total for Check Number 45850:	3,366.12
45851	1557 06062016-VI 06062016-VI 06062016-VI 06062016-VI 06062016-VI	Van Iwaarden Associates GASB 45 Actuarial Services GASB 45 Actuarial Services GASB 45 Actuarial Services GASB 45 Actuarial Services GASB 45 Actuarial Services	06/30/2016 GASB 45 Actuarial Services GASB 45 Actuarial Services GASB 45 Actuarial Services GASB 45 Actuarial Services GASB 45 Actuarial Services	260.00 260.00 260.00 260.00 260.00
			Total for Check Number 45851:	1,300.00
45852	9755 OSV000000410420	Verizon Networkfleet Inc May 2016 GPS Expenses	06/30/2016 May 2016 GPS Expenses	360.05
			Total for Check Number 45852:	360.05
45853	WECT 06222016-TW	Tom Weko 2016 Volley Ball Camp	06/30/2016 2016 Volley Ball Camp	3,704.40
			Total for Check Number 45853:	3,704.40
			Total for 6/30/2016:	38,930.04
ACH	0225 05312016-LSN 05312016-LSN	Lillie Suburban Newspapers May 2016 Publications May 2016 Publications	07/08/2016 May 2016 Publications May 2016 Publications	242.55 128.22
			Total for this ACH Check for Vendor 0225:	370.77
ACH	1001	Sprint/Nextel Communications	07/08/2016	



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor 3349:				9,840.00
ACH	8029	MMKR & Co, PA	07/08/2016	
	40212	2016 Audit Work Thru 05.31.16	2016 Audit Work Thru 05.31.	3,593.00
	40212	2016 Audit Work Thru 05.31.16	2016 Audit Work Thru 05.31.	3,593.00
	40212	2016 Audit Work Thru 05.31.16	2016 Audit Work Thru 05.31.	3,593.00
	40212	2016 Audit Work Thru 05.31.16	2016 Audit Work Thru 05.31.	3,593.00
	40212	2016 Audit Work Thru 05.31.16	2016 Audit Work Thru 05.31.	3,593.00
Total for this ACH Check for Vendor 8029:				17,965.00
45854	0600 3158716	315800-NCPERS Minnesota June 2016 Payroll Deductions	07/08/2016 June 2016 Payroll Deductions	64.00
Total for Check Number 45854:				64.00
45855	6047 1413235	Avesis Third Party Administrators, Inc July 2016 Vision	07/08/2016 July 2016 Vision	10.86
Total for Check Number 45855:				10.86
45856	0337 3526	D-Rock Center Landscape Supply Streets Supplies	07/08/2016 Streets Supplies	111.80
Total for Check Number 45856:				111.80
45857	FISG 7581	Gary L. Fischler & Assoc, PA Professional Development	07/08/2016 Professional Development	185.00
Total for Check Number 45857:				185.00
45858	7036 15908	Gopher State Sealcoat, Inc City Hall Parking Lot Seal Coat	07/08/2016 City Hall Parking Lot Seal Co	3,473.00
Total for Check Number 45858:				3,473.00
45859	0147 6335	ISD 621-Mounds View Community Ed 4/21 Room Rental	07/08/2016 4/21 Room Rental	72.00
Total for Check Number 45859:				72.00
45860	5579 07072016-BJ 07072016-BJ	Bill Joynes April-June 2016 Expenses: CA Search April-June 2016 Expenses: Personnel Issues	07/08/2016 April-June 2016 Expenses April-June 2016 Expenses	687.50 6,312.50
Total for Check Number 45860:				7,000.00
45861	5443 117933	Metro Products, Inc. PW Supplies	07/08/2016 PW Supplies	202.39
Total for Check Number 45861:				202.39
45862	1058 I0038364	MIDC Enterprises Parks Supplies	07/08/2016 Parks Supplies	74.35
Total for Check Number 45862:				74.35
45863	5592 841802214	NovaCare Rehabilitation HR Procedures	07/08/2016 HR Procedures	110.00
Total for Check Number 45863:				110.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
45864	0155 W16050680	Office of MN IT Services May 2016 Phone Bill	07/08/2016 May 2016 Phone Bill	754.81
Total for Check Number 45864:				754.81
45865	0811 EMCOM-005179 EMCOM-005224 EMCOM-005239 PRRLG-001600 PRRLG-001600 PRRLG-001600 PRRLG-001600	Ramsey County May 2016 Fleet Support Fee May 2016 911 Dispatch May 2016 CAD Services 2016 Special Assessment Payment 2016 Special Assessment Payment 2016 Special Assessment Payment 2016 Special Assessment Payment	07/08/2016 May 2016 Fleet Support Fee May 2016 911 Dispatch May 2016 CAD Services 2016 Special Assessment Payi 2016 Special Assessment Payi 2016 Special Assessment Payi 2016 Special Assessment Payi	24.96 4,719.13 929.23 326.25 326.25 326.25 326.25
Total for Check Number 45865:				6,978.32
45866	1202 06292016-JM	Rice Creek Boat Club 2016 Canoe Camp	07/08/2016 2016 Canoe Camp	604.00
Total for Check Number 45866:				604.00
45867	0435 06142016-SAMs	SAM's Club Membership Renewal	07/08/2016 Membership Renewal	45.00
Total for Check Number 45867:				45.00
45868	0751 316657 316658 316659	Short Elliott Hendrickson, Inc. PW 12-0029-001-03 May Expenses PW 12-0029-003-05 May Expenses PW 12-0029-002-05 May Expenses	07/08/2016 PW 12-0029-001-03 May Exp PW 12-0029-003-05 May Exp PW 12-0029-002-05 May Exp	913.07 581.27 1,398.60
Total for Check Number 45868:				2,892.94
45869	0327 3305043418	Staples Business Advantage Office Supplies	07/08/2016 Office Supplies	97.61
Total for Check Number 45869:				97.61
45870	1425 161240	Street Smart Rental Strrets Parts	07/08/2016 Strrets Parts	276.14
Total for Check Number 45870:				276.14
45871	0576 M22177 M22177 M22177	TimeSaver Off Site Secretarial May 24-June 13 Meetings May 24-June 13 Meetings May 24-June 13 Meetings	07/08/2016 May 24-June 13 Meetings May 24-June 13 Meetings May 24-June 13 Meetings	340.25 339.00 396.75
Total for Check Number 45871:				1,076.00
45872	5522 AH CC 16-01	What Works, Inc. Council Goal Setting & Retreat	07/08/2016 Council Goal Setting & Retre:	5,830.00
Total for Check Number 45872:				5,830.00
45873	1032 160615	Commercial Asphalt Co. Thom Drive Repairs and Expenses	07/08/2016 Thom Drive Repairs and Expe	28,048.32
Total for Check Number 45873:				28,048.32
45874	0495 561	Lake Johanna Fire Department Inc. 2016 2nd Payment	07/08/2016 2016 2nd Payment	247,607.98

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 45874:	247,607.98
45875	0811	Ramsey County	07/08/2016	
	PRMG-003235	Q2 2016 PW Rent	July 2016 RC Sheriff	27,077.50
	SHRFL-001512	July 2016 RC Sheriff	July 2016 RC Sheriff	92,130.19
			Total for Check Number 45875:	119,207.69
			Total for 7/8/2016:	474,600.16
			Report Total (64 checks):	513,530.20



---

**DATE:** July 11, 2016

**TO:** Honorable Mayor and City Councilmembers  
Sue Iverson, Acting City Administrator

**FROM:** Ryan Streff, City Planner

**SUBJECT: Planning Case #16-013**  
**Applicant:** Mounds View High School  
**Property Location:** 1900 Lake Valentine Road  
**Request:** Conditional Use Permit (CUP) Amendment & Variance Resolution

---

**Requested Action**

Motion to approve the Conditional Use Permit (CUP) Amendment and Variance Resolution 2016-024, based on the June 27, 2016, City Council approval of Planning Case 16-013.

**Background**

On June 27, 2016, the City Council approved Planning Case 16-013 for a Conditional Use Permit (CUP) Amendment and Variance in order to install a new scoreboard, press box, and storage building on the Mounds View High School athletic field complex located at 1900 Lake Valentine Road.

The City Attorney has prepared the PUD Amendment (Attachment A) and Variance Resolution 2016-024 (Attachment B).

**Attachments**

- A. Mounds View High School – CUP Amendment
- B. Mounds View High School – Variance Resolution 2016-024

*(reserved for recording information)*

---

CITY OF ARDEN HILLS  
RAMSEY COUNTY, MINNESOTA

**AMENDMENT TO CONDITIONAL USE PERMIT**

1. **Permit.** Subject to the terms and conditions set forth herein, the City of Arden Hills hereby grants an amendment to conditional use permit for the following use: improvements to the Mounds View High School facilities that include the replacement of the stadium scoreboard, construction of a new press box, and the construction of a block storage building.

2. **Property.** The permit is for the property located at 1900 Lake Valentine Road, legally described on Exhibit A, attached hereto, in the City of Arden Hills, Ramsey County, Minnesota ("subject property").

3. **Conditions.** The permit is issued subject to the following conditions:

A. That the project shall be completed in accordance with the plans submitted as amended by the conditions of approval. Any significant changes to these plans, as determined by the City Planner, shall require review and approval by the Planning Commission and City Council. Said specifications and a description of the improvements are attached hereto as Exhibit B (consisting of 8 pages).

B. That the applicant shall continue to abide by all previous agreements and Conditional Use Permits, as amended by the conditions of approval of this application.

C. This CUP agreement shall be signed by the applicant and approved by Council prior to the issuance of any building permits.

D. That a building permit shall be obtained for the proposed improvements to the athletic field complex.

E. That building permits for the proposed improvements shall be issued by June 27, 2017, or an extension shall be requested at least 45 days preceding this deadline.

F. That a minimum of one (1) tree shall be planted within the Mounds View High School property to meet the Zoning Code requirements. Each deciduous tree is required to be a minimum of two and one-half (2.5) caliper inches and coniferous trees are required to be six (6) feet in height.

G. That all building and setback requirements shall be met.

H. That an automatic dimmer module shall be installed to reduce the nighttime light output of the LED lighting of the scoreboard based on ambient light levels.

I. That the sound system being installed within the scoreboard shall meet all applicable standards set by the EPA and MPCA.

J. That the applicant shall cooperate with all reasonable requests from the City to modify direction and intensity of light and sound emitted from the scoreboard to mitigate its impact.

K. That the scoreboard shall not be used as a dynamic sign to display messages or videos.

**4. Termination of Permit.** The City may revoke the permit following a public hearing for violation of the terms of this permit.

**5. Lapse.** If within one year of the issuance of this permit the allowed use has not been completed or the use commenced, this permit shall lapse.

**6. Criminal Penalty.** Both the owner and any occupant of the subject property are responsible for compliance with this conditional use permit. Violation of the terms of this conditional use permit is a criminal misdemeanor.

Dated \_\_\_\_\_, 2016.

**CITY OF ARDEN HILLS**

By: \_\_\_\_\_  
David Grant, Mayor

(SEAL)

And \_\_\_\_\_  
Sue Iverson, Interim City Administrator

STATE OF MINNESOTA    )  
  (ss.  
COUNTY OF RAMSEY    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by **David Grant** and by **Sue Iverson**, respectively the Mayor and Interim City Administrator of the **City of Arden Hills**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

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



DRAFTED BY:

**CAMPBELL KNUTSON**

*Professional Association*

Grand Oak Office Center I

860 Blue Gentian Road, Suite 290

Eagan, Minnesota 55121

Telephone: (651) 452-5000

JJJ

## **EXHIBIT A**

### **Legal Description**

The East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 27, Township 30, Range 23 and the East  $\frac{1}{4}$  corner of said Section 27; thence run Southerly on the East line of said Section 27 for 1297.1 feet; thence run Westerly at right angles to said line for 90 feet; thence Northerly and parallel to said line a distance of 250 feet to the place beginning; thence continuing Northerly along said parallel line a distance of 250 feet; thence run Westerly at right angles and parallel to said line a distance of 250 feet; thence Easterly at right angles a distance of 435.6 feet, to the point of beginning in the "Subject Property".

EXHIBIT B



25' feet wide

11' feet height

10' feet from grade to scoreboard

Existing Scoreboard:  
275 square feet



# MOUNDS VIEW HIGH SCHOOL

## ARDEN HILLS, MN

### FOOTBALL DISPLAY OPTION 1

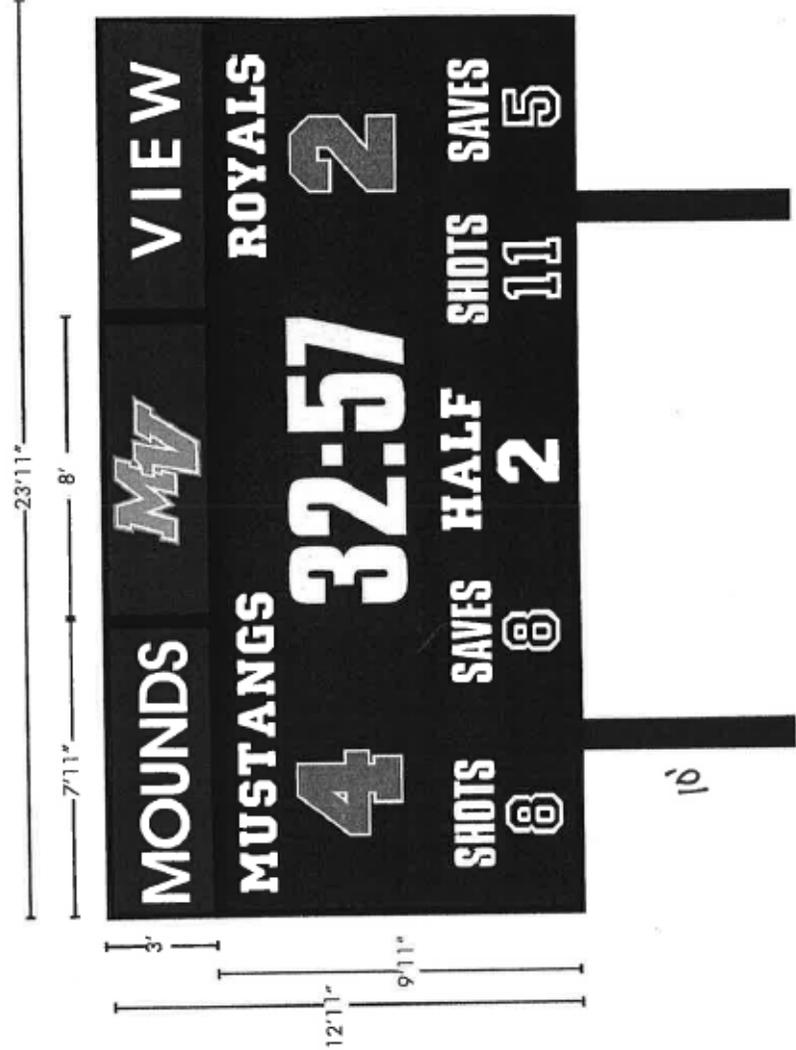
**SOUND DISPLAY**  
 One (1) SS-500HD Display  
 3'h x 8'w

**ID PANELS**  
 Two (2) Backlit ID Panels  
 3'h x 7'11" w

**DIGITAL DISPLAY**  
 One (1) DVXMC Message Display  
 1.44 x 360 x 19.8mm  
 9'11" h x 23'11" w

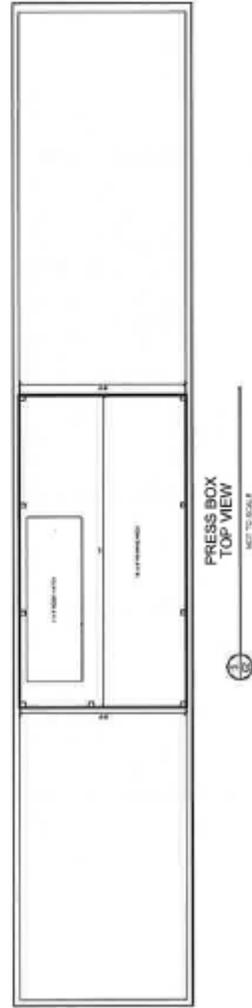
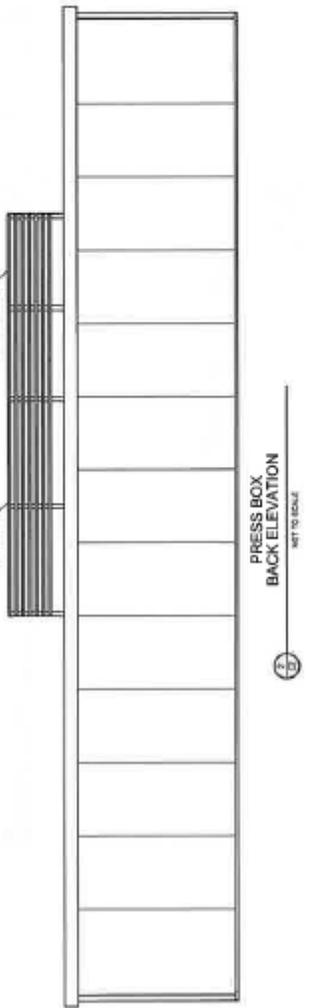
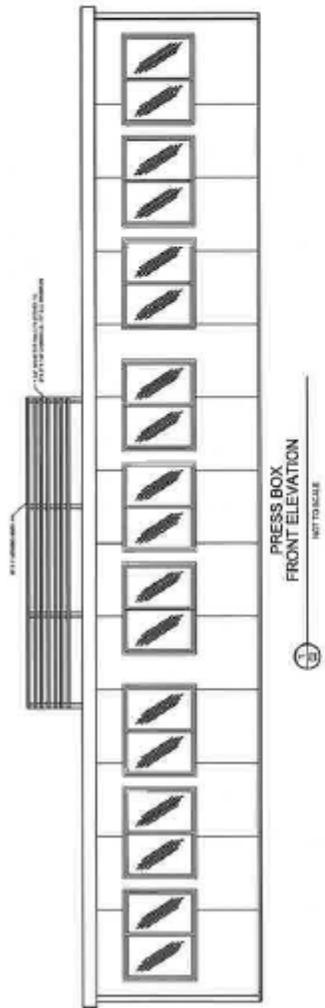
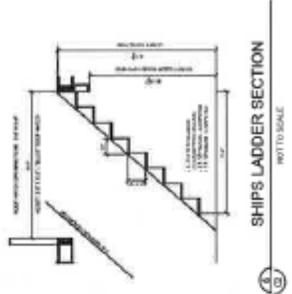
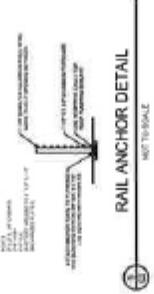
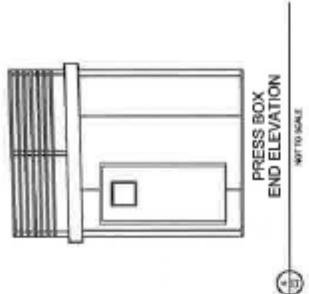
or

One (1) DVXMC Message Display  
 1.08 x 270 x 26.5mm  
 9'11" h x 23'11" w



DAKTRONICS  
 SPORTS MARKETING 2

 <p> <b>Larson Engineering, Inc.</b>          2008 Larson Road          507-481-9100 or 507-481-9000          www.larsoneng.com       </p>	<p> <b>MOUNDS VIEW PUBLIC SCHOOLS</b>          350 HIGHWAY 98 WEST          SHOREVIEW, MINNESOTA 55126       </p>	<p> <b>2016 PRESS BOX REPLACEMENT</b>          MOUNDS VIEW HIGH SCHOOL       </p>	<p>         PROJECT NO. 16-001          SHEET NO. C2       </p>	<p>         DATE: 05/20/16          DRAWN BY: JSM          CHECKED BY: JSM          SCALE: AS SHOWN       </p>	<p> <b>DETAILS</b>  <b>C2</b> </p>
	<p>         CONTRACTOR: SHOREVIEW PUBLIC SCHOOLS          ARCHITECT: SHOREVIEW PUBLIC SCHOOLS          ENGINEER: LARSON ENGINEERING, INC.       </p>				



187685v2 Larson Engineering, Inc. © 2016. All rights reserved.

**Larson**  
Engineering, Inc.  
2501 Lakewood Circle  
West Lake, MN 55128  
612.431.9125 | 612.431.9281  
www.larsoneng.com

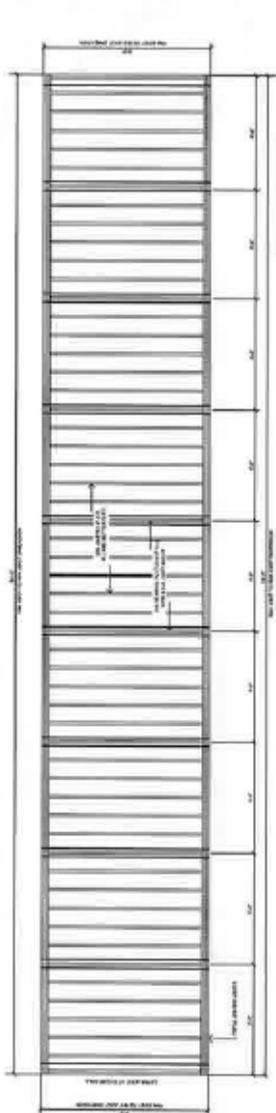
**MOUNDS VIEW PUBLIC SCHOOLS**  
350 HIGHWAY 96 WEST  
SHOREVIEW, MINNESOTA 55126

**2016 PRESS BOX REPLACEMENT**  
MOUNDS VIEW HIGH SCHOOL

Project No. 16-001  
Issue No. 01  
Date: 08/15/16

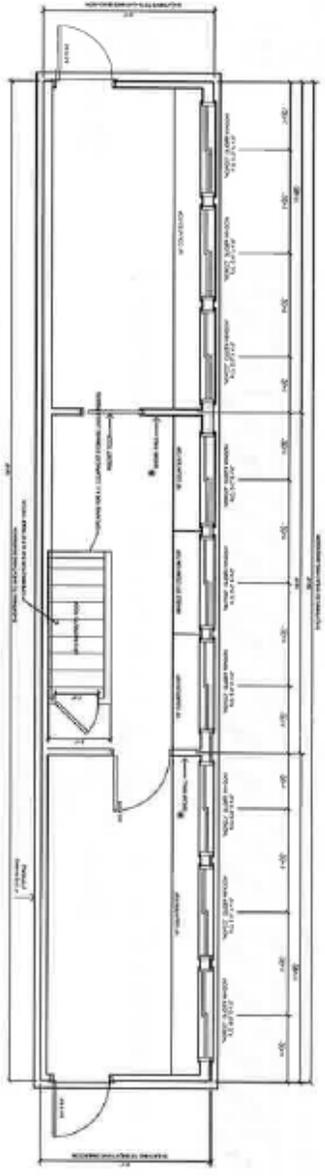
No.	Date	Description
1	08/15/16	Issue for Construction
2	08/15/16	Issue for Construction
3	08/15/16	Issue for Construction
4	08/15/16	Issue for Construction
5	08/15/16	Issue for Construction
6	08/15/16	Issue for Construction
7	08/15/16	Issue for Construction
8	08/15/16	Issue for Construction
9	08/15/16	Issue for Construction
10	08/15/16	Issue for Construction

**DETAILS**  
**C1**



SEE JOIST SPECIFICATION  
FOR JOIST TYPE AND SPACING

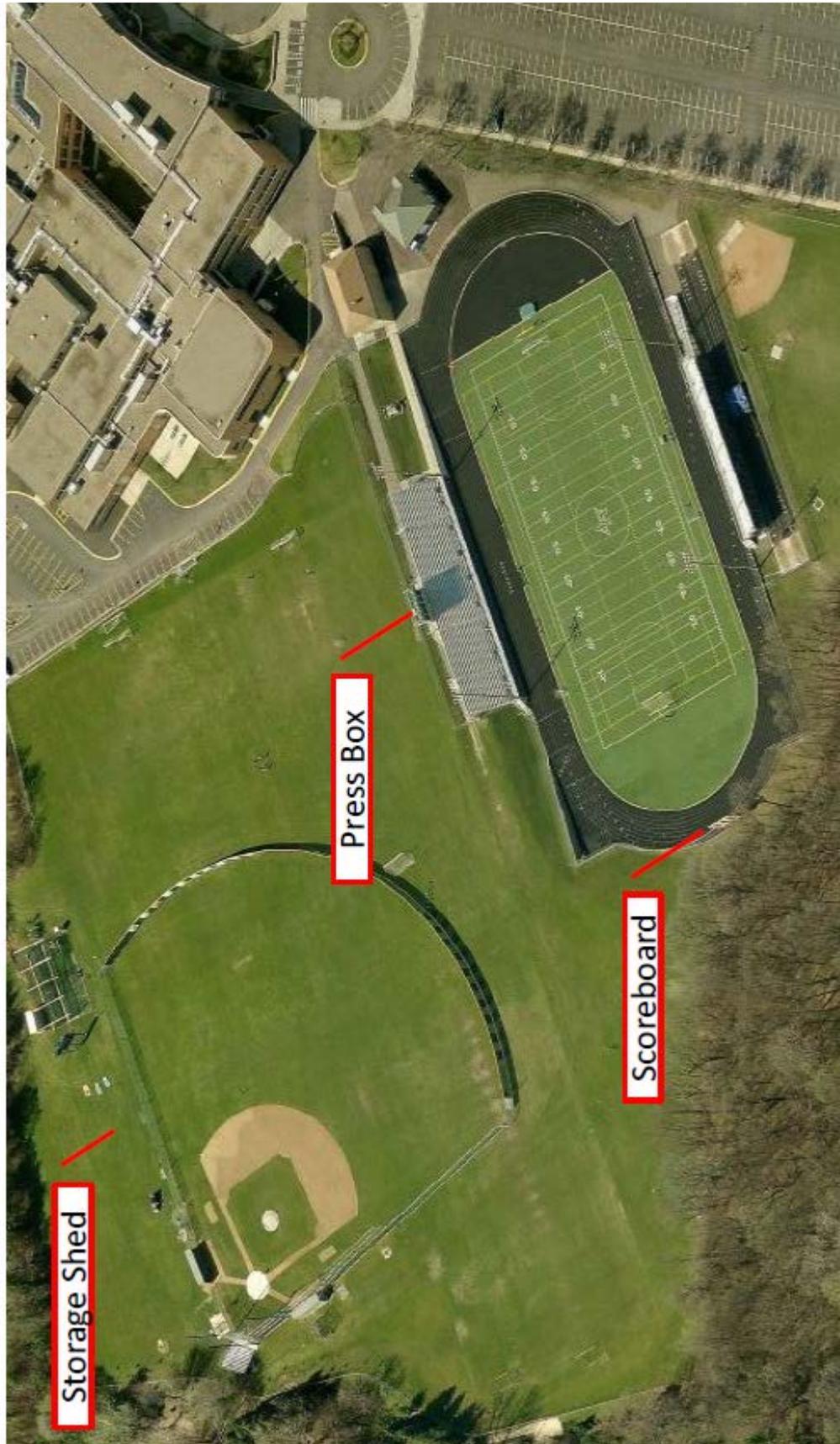
PRESS BOX JOIST LAYOUT  
NET TO SCALE



PRESS BOX FLOOR PLAN  
NET TO SCALE

187685v2

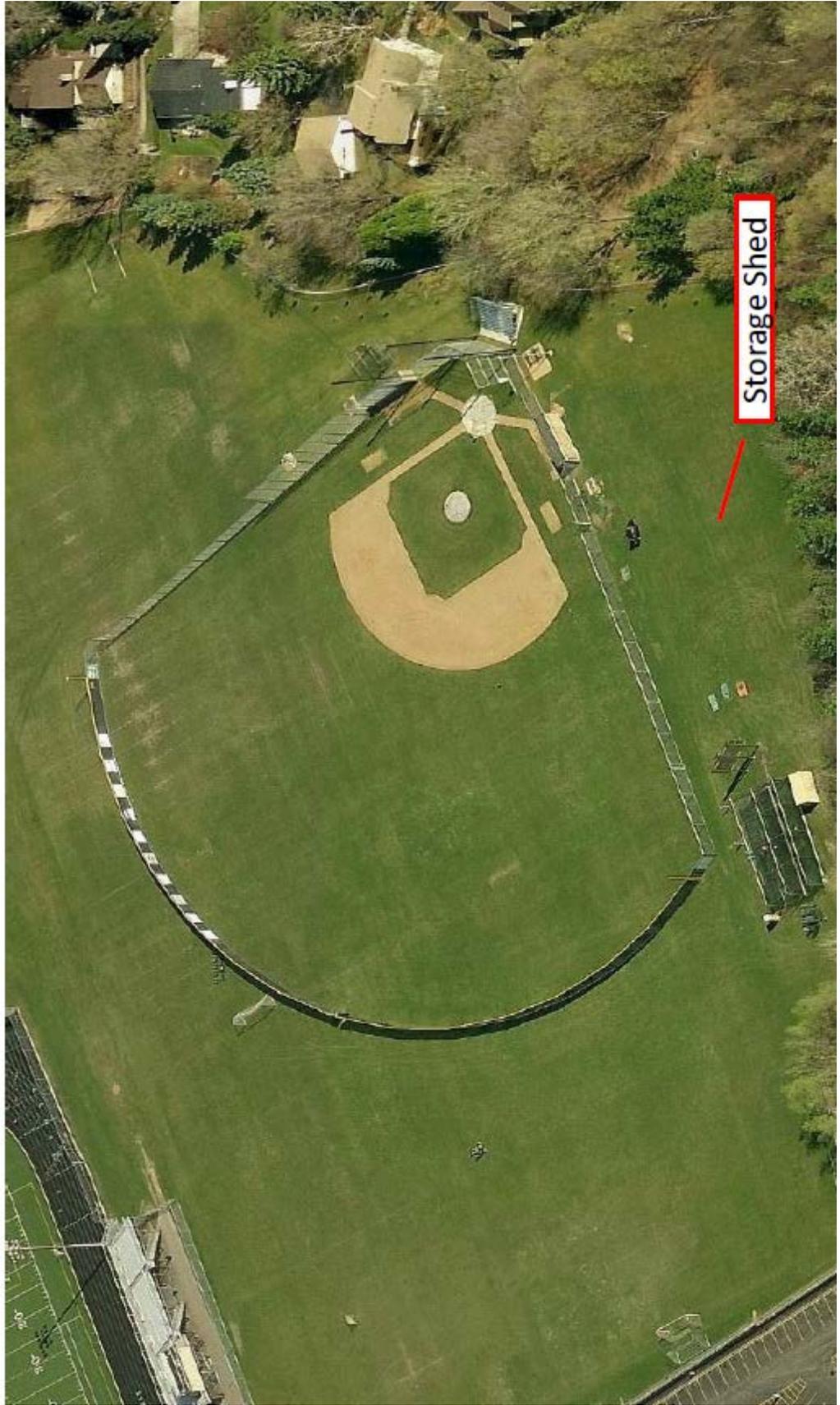
# Site Plan



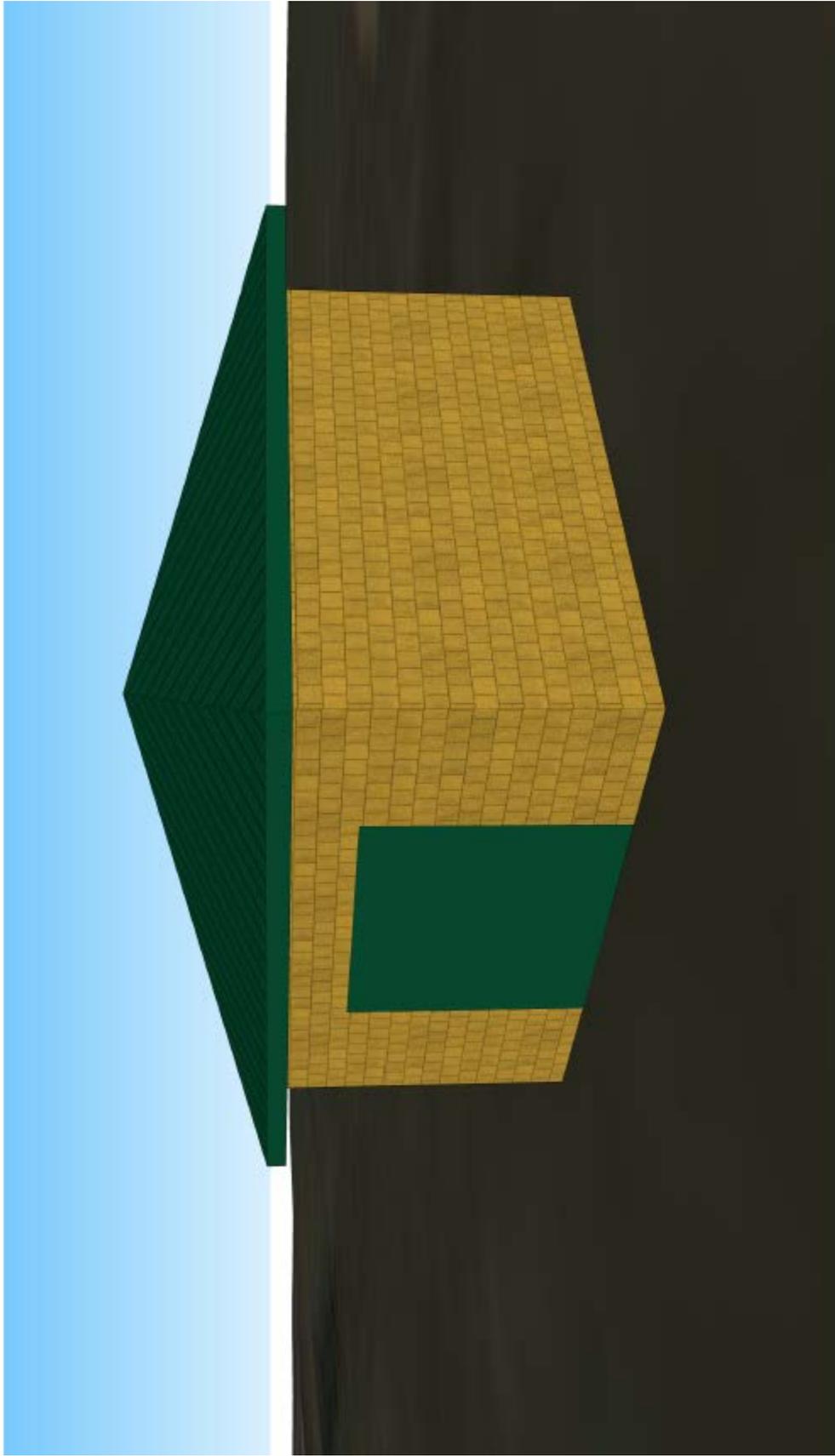
# Football/Track & Field Stadium



# Baseball Field



Mounds View High School - Baseball Storage Building 6-16-2016  
Isometric View - Looking Northeast



**CITY OF ARDEN HILLS  
COUNTY OF RAMSEY  
STATE OF MINNESOTA**

**RESOLUTION NO. 2016-024**

**RESOLUTION APPROVING  
VARIANCES FROM SECITON 1325.01, SUBDIVISION 2(A)  
OF THE ARDEN HILLS CITY CODE**

**WHEREAS**, Planning Case 16-013 for Variances in order to install a new scoreboard and press box on the Mounds View High School Athletic field complex located at 1900 Lake Valentine Road and legally described on attached Exhibit A came before the City Council for review and approval on June 27, 2016; and

**WHEREAS**, on June 8, 2016, after published and mailed notice in accordance with Minnesota Statutes and the City Code, the Planning Commission, acting as the Board of Adjustment and Appeals, held a public hearing, at which time all persons desiring to be heard concerning this Application were given the opportunity to speak thereon;

**WHEREAS**, on June 8, 2016, the Planning Commission recommended approval of Variances in order to install a new scoreboard and press box on the Mounds View Athletic field complex located at 1900 Lake Valentine Road, based on the findings of fact and submitted plans, as amended by the ten (10) conditions in the June 27, 2016 Report to the City Council; and

**WHEREAS**, on June 27, 2016, the City Council directed preparation of findings for approval of the Variances.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of Arden Hills, Minnesota hereby approves Applicant's request for Variances from Section 1325.01, subdivision 2(A), of the Arden Hills City Code in order to install a new scoreboard and press box at 1900 Lake Valentine Road based on the following findings of fact and subject to the following conditions:

**FINDINGS OF FACT**

1. The analysis contained within staff memorandums and the exhibits attached to the aforesaid memorandums, all minutes from the above mentioned meetings, and any and all other materials distributed at those meetings are hereby incorporated by reference.
2. The Applicant is Mounds View High School.
3. The Subject Property is 1900 Lake Valentine Road, Mounds View, Minnesota.

4. The Subject Property is zoned R-1 Single Family Residential Zoning District.
5. Schools are permitted as a conditional use in the R-1 Single Family Residential Zoning District pursuant to Section 1320.05 of the Arden Hills City Code.
6. Mounds View High School operates under a Conditional Use Permit in the R-1 Zoning District.
7. Athletic fields and accessory equipment are permitted under the original CUP for Mounds View High School.
8. The applicant is requesting Variances in order to install a new scoreboard and press box on the athletic field complex.
9. The Variances are being requested to allow the scoreboard and press box to exceed fifteen (15) feet in height.
10. The applicant is requesting a Variance for the scoreboard height of 22-feet 11-inches above grade.
11. The applicant is requesting a Variance for the press box located on the “home side” of the football stadium height of 19-feet 4-inches above grade from the back of the bleachers or 33-feet 4-inches above grade of the playing field.
12. The proposed uses will not exceed the lot coverage limits for the Subject Property.
13. The proposed uses meet all setback requirements.
14. The proposed uses are in harmony with the purpose and intent of the Zoning Ordinance because scoreboards are permitted accessory uses with athletic fields.
15. The proposed uses are consistent with the Comprehensive Plan because the Subject Property is guided for its current and proposed use as a high school.
16. The proposed uses are reasonable because scoreboards and press boxes are addressed in the Zoning Ordinance as reasonable uses within educational athletic facilities.
17. The Subject Property is unique because of its size, the considerable setback from adjacent properties, and its use as a high school in a residential district.
18. The proposed use will not alter the essential character of the locality.
19. Because a scoreboard and press box at an athletic complex are reasonable uses, the Subject Property is unique, and approval of the Variances will not alter the essential

character of the locality, strict enforcement of the Zoning Ordinance height requirements would cause the Applicant practical difficulties as defined by Minnesota Statute 462.357, subdivision 6.

### **CONDITIONS**

1. Construction of the scoreboard and press box shall be completed in accordance with the plans submitted as amended by the conditions of approval. Any significant changes to these plans, as determined by the City Planner, shall require review and approval by the Planning Commission and City Council.
2. The Applicant shall continue to abide by all previous agreements and Conditional Use Permits, as amended by the conditions of approval of this application.
3. A Conditional Use Permit Amendment Agreement shall be prepared by the City Attorney and subject to City Council approval. The CUP agreement shall be signed by the applicant and approved by the City Council prior to issuance of any building permits.
4. Building permits shall be obtained for the proposed improvements to the athletic field complex.
5. Building permits shall be issued by June 27, 2017, or an extension shall be requested at least 45 days preceding this deadline.
6. A minimum of one (1) tree shall be planted within the Mounds View High School property to meet the Zoning Code requirements. Each deciduous tree is required to be a minimum of two and one-half (2.5) caliper inches and coniferous trees are required to be six (6) feet in height.
7. All building and setback requirements shall be met.
8. An automatic dimmer module shall be installed to reduce the nighttime light output of the LED lighting of the scoreboard based on ambient light levels.
9. The sound system being installed within the scoreboard shall meet all applicable standards set by the EPA and MPCA.
10. The scoreboard shall not be used as a dynamic sign to display messages or videos.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF ARDEN HILLS THIS  
11<sup>th</sup> DAY OF JULY, 2016.**

---

**David Grant, Mayor**

**ATTEST**

---

**Julie Hanson, City Clerk**

## **EXHIBIT A**

### **Legal Description**

The East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 27, Township 30, Range 23 and the East  $\frac{1}{4}$  corner of said Section 27; thence run Southerly on the East line of said Section 27 for 1297.1 feet; thence run Westerly at right angles to said line for 90 feet; thence Northerly and parallel to said line a distance of 250 feet to the place beginning; thence continuing Northerly along said parallel line a distance of 250 feet; thence run Westerly at right angles and parallel to said line a distance of 250 feet; thence Easterly at right angles a distance of 435.6 feet, to the point of beginning in the "Subject Property".



ARDEN HILLS  
MEMORANDUM

---

**DATE:** July 11, 2016

**TO:** Honorable Mayor and City Councilmembers  
Sue Iverson, Interim City Administrator

**FROM:** John Anderson, Acting Public Works Director

**SUBJECT:** Sanitary Sewer Repairs

---

**Requested Action**

Accept Proposal from Nova Frost Inc. for sanitary sewer repairs on Innovation Way and Briarknoll Drive in the amount of \$13,580.

**Background**

Staff has become aware of the need to repair the sanitary sewer system at two locations. The first is along a sanitary sewer easement adjacent to Innovation Way. Boston Scientific is in the process of building a skyway to connect two buildings on either side of Innovation Way, the private street through the Boston Scientific Campus. As a precautionary measure, City staff televised the sanitary sewer that crosses under this skyway and found a problem with the pipe. The pipe is a 10 inch clay line that has a segment that has settled and created an offset joint. This clay line would be a candidate for lining in the future but could not be lined until this offset joint is corrected. Correction of this involves digging up the sewer and replacing the section of settled pipe with a PVC pipe.

The second location is 1546 Briarknoll Drive. At this location, there is an 8 inch PVC pipe that has a sag in the line about 25 long. This sag collects grease deposits and has led to a number of backups over the years (1993, 2010 & 2016). The most recent backup occurred on June 5, 2016, and caused damage at 1553 Briarknoll Dr. As a result of that backup, the League of Minnesota Cities Insurance Trust is recommending corrective actions take place to minimize the risk of future backups in this area.

## **Discussion**

Proposals were solicited from two contractors to repair the sewer in these two locations. Two quotes were received. The Nova Frost quote is in the amount of \$13,580 and the quote from Valley Rich is \$23,050. City Public Works staff will assist in the repair by trucking materials much like we do in a watermain break. The work would take about a day in each location and restoration work would follow. The City has contracted with Nova-Frost in the past for sewer and water repairs and has been pleased with their work

## **Attachments**

Attachment A: Nova Frost Proposal

Attachment B: Valley Rich Proposal



1. ju  
**NOVA-FROST, INC.**

**Attachment A**

**Equal Opportunity Employer**  
**7264 Dickman Trail**  
**Inver Grove Heights, MN 55076**  
**Phone (651)480-8575**  
**Fax (651) 480-8527**

July 6, 2016

To: City of Arden Hills

RE: Sanitary Sewer Repairs

Attn: John Anderson

Hi John,

The following are the costs to repair the two sewer lines as discussed:

Repair along Innovation Blvd: \$6,940.00. Includes straw blanket and see.

Repair on Briarknoll (extra seed and black dirt for access): \$7,440.00

If we do both locations, deduct \$400 from each location price.

Thanks,  
Mike Frost

Date: 7.7.16  
Bid: #16213 M

# Attachment B



**Project: Arden Hills Utility Work**  
**Location: Arden Hills, MN**

## Site Utilities

**Gate Valve Replacements** - Valley-Rich Co., Inc. will provide all labor, equipment, and materials needed to replace (1) 6" gate valve, (4) 8" gate valves, and (2) 12" gate valves. All trucking, restoration, and traffic control are to be done by the City of Arden Hills. All work is to be done on a time and material basis.

**Base Bid: \$45,200**

**Boston Scientific Sewer Repair** - Valley-Rich Co., Inc. will provide all labor, equipment, and materials needed to replace up to 10' of 10" sanitary sewer. Restoration of sod is included. All trucking, traffic control, and other restoration are to be done by the City of Arden Hills. All work is to be done on a time and material basis.

**Base Bid: \$7,150**

**1546 Briarknoll Drive Sewer Repair** - Valley-Rich Co., Inc. will provide all labor, equipment, and materials needed to replace up to 25' of 8" PVC sanitary sewer. Restoration of sod is included. Erosion mats will be provided. City of Arden Hills is to provide all trucking, by-passing, tree removals, and other restoration. All work is to be done on a time and material basis.

**Base Bid: \$15,900**

Respectfully,

Matt Miklya

### Exclusions:

Dewatering, soil correction and/or replacement, removal of buried obstructions, restoration (other than listed above), compaction tests, hauling of excess soils, erosion control/inlet protection, hazardous material handling, irrigation, tree removal and/or replacement, grubbing, sheeting, shoring, bracing, and private utility locates.

**147 Jonathan Blvd. N., Ste. 4**  
**Office: (952) 448-3002**

**Chaska, Minnesota 55318**  
**Fax: (952) 448-3362**



---

**DATE:** July 11, 2016

**TO:** Honorable Mayor and City Councilmembers  
Sue Iverson, Interim City Administrator

**FROM:** John Anderson, Acting Public Works Director

**SUBJECT:** Accept Proposal for Soil Borings at Johanna Marsh Tennis Court

---

**Requested Action**

Accept Proposal from American Engineering Testing, Inc. in the amount of \$3,900 to drill two soil borings at the Johanna Marsh tennis court site and provide a report detailing a pavement design for reconstruction of a tennis court at this location.

**Background**

The City of Arden Hills has programmed in the capital improvement plan replacement of the tennis court at the Johanna Marsh Park in 2017. The tennis court is showing signs of pavement deterioration and differential settlement that may be an indication soil correction would be needed associated with reconstruction of this tennis court. In order to adequately plan for replacement of the tennis court, soils information is a vital part.

**Discussion**

Staff solicited quotes from three geotechnical firms to collect soil information and provide a pavement design. Only two responses were received. The quotes were to include opening the chain link fence to get a drill rig into the tennis court, drill two locations on the tennis court to a depth of 10 feet, and close up chain link fencing when done. A report listing the observations collected in the soil borings and a pavement design providing a 50 year service life is to be provided to the City. City staff contacted Ramsey County Environmental staff and inquired about having a wetland delineation report for the site. Staff will determine if having Ramsey County provide this service is possible and can be done in a timely manner. If not, staff will return to the City Council with quotes to have an environmental firm produce a wetland delineation report.

**Attachments**

Attachment A: American Engineering Testing Proposal  
Attachment B: Braun Intertec Proposal

July 6, 2016

Mr. John Anderson  
City of Arden Hills  
1245 Highway 96 W  
Arden Hills, MN 55112

Re: Proposal for Geotechnical Exploration  
Joanna Marsh Park Tennis Court Restoration  
3168 Ridgewood Road  
Arden Hills, Minnesota

Dear Mr. Anderson:

We are pleased to submit a proposal for the reconstruction of the tennis courts at Joanna Marsh Park located at 3168 Ridgewood Road in Arden Hills, Minnesota. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, a fee schedule, and an estimate of charges for our services.

### **Project Information:**

We understand you are proposing to rebuild the tennis court at Joanna Marsh Park next year but want to evaluate the potential for any required soil correction as part of the reconstruction. You indicated the court was built in 1974 and is showing some signs of settlement. To evaluate the subgrade soils, we are proposing to complete two soil borings in the existing court surface to a depth of 10 feet.

Based on soil borings and laboratory testing we will provide recommendations for reconstruction of the tennis court. Your requested a service life of 50 years for the reconstruction. In addition to evaluating the 50 year life, we will also evaluate for a shorter service life in order to help you optimize the cost versus design life performance considerations.

### **Scope of Services:**

#### ***Field Exploration***

We propose drilling 2 soil borings, each to a nominal depth of 10 feet. Before we drill, we will contact Gopher State One Call to locate public underground utilities.

Our proposal costs includes removing a portion of the fence in order to access the tennis court and repairing the tennis court fence afterwards. We will drill the borings using hollow stem augers and sampling by the split-barrel method (ASTM D1586). Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, "blows per foot"), preliminary soil classification, and observed groundwater levels. Representative portions of recovered samples will be sealed in jars to prevent moisture loss and submitted to our laboratory for review, testing and final classification.



We will backfill the boreholes to comply with the Minnesota Department of Health Regulations.

***Field Exploration***

As part of our evaluation, we will perform a site visit of the tennis court to evaluate the condition of the pavement, amount and extent of settlement, and evidence of frost heave. Our evaluation and recommendations for reconstruction will include the results of our findings.

***Laboratory Testing***

We will initiate routine laboratory testing by reviewing each recovered soil sample to assess the major and minor soil components, while also noting the color, degree of saturation, and lenses or seams in the samples. If we encounter cohesive soil, we will test selected samples for moisture content.

On completion of testing, we will visually/manually classify each sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System, and prepare the boring logs.

***Report***

Upon completion of the drilling and laboratory testing, we will prepare a geotechnical report or reports describing the subsurface conditions encountered and presenting our foundation recommendations for the building, and a pavement design for the parking lot. The report will also discuss earthwork recommendations.

***Fees:***

For the scope of services described above, our charges will be \$3900. In the event the scope of our services needs to be revised (for example, additional borings, deeper borings, or additional field or laboratory testing), we will review such scope adjustments and the associated fees with you, and receive your approval before proceeding.

***Environmental Concerns:***

This proposal is presented for engineering services to evaluate the structural properties of the soil at the specified site. This proposal does not cover an environmental assessment of the site or environmental testing of the soil or groundwater. If you wish to have us provide these additional services, please contact us.

***Terms and Conditions:***

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed "Environmental/Geotechnical Service Agreement—Terms and Conditions," which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

**Acceptance:**

This proposal is presented in electronic (PDF) form; hard copies can be prepared and mailed to your office upon request. AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

We have enclosed with this proposal a copy of the "Environmental/Geotechnical Service Agreement – Terms and Conditions." The terms contained in the attached "Environmental/Geotechnical Service Agreement – Terms and Conditions" are incorporated herein and are an integral part of this contract for professional engineering services.

If you have questions regarding this proposal, please contact us.

Sincerely,

**American Engineering Testing, Inc.**



Loren W. Braun, PE  
Principal Engineer

**Enclosures:**

2016 Geotechnical Fee Schedule  
Service Agreement (3 pgs.)

**Acceptance By:**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Representing: \_\_\_\_\_

Date: \_\_\_\_\_

<b>I. Personnel Hourly Rates</b>		5. LPILE or GROUP	20.00/hr.
A. Word Processing Specialist	66.00/hr.	6. Slope Stability (ReSSA)	20.00/hr.
B. Engr. or Env. Technician I	72.00/hr.	7. Stabilized Earth Slopes & Walls	20.00/hr.
C. Engr. or Env. Technician II	85.00/hr.	8. Settlement (FoSSA)	20.00/hr.
D. Drill Technician/Geo Lab Technician	95.00/hr.	9. SHAFT	20.00/hr.
E. Senior Engineering Technician	101.00/hr.	F. Bit Wear- Rock Coring	
F. Engineering Assistant	111.00/hr.	1. Diamond Bit - Sedimentary Rock	
G. Engineer I/Geologist I	120.00/hr.	a) B, NQ	10.50/foot
H. Engineer II/Geologist II/Sr. Engr. Assistant	137.00/hr.	b) HQ	12.50/foot
I. Senior Engineer/Geologist	153.00/hr.	2. Diamond Bit - Metamorphic & Igneous	
J. Principal Engineer/Geologist	183.00/hr.	a) B, NQ	17.50/foot
		b) HQ	20.50/foot
<b>II. Vehicle Mileage</b>		<b>IV. Laboratory Tests of Soil</b>	
A. Personal Automobile/Truck	0.75/mile	A. Water Content	hourly
B. Auxiliary Truck Vehicle	1.00/mile	B. Dry Density (includes water content)	57.00/test
C. Truck with Coring, FWD, or GPR Equipment	1.10/mile	C. Atterberg Limits (ASTM:D4318)	
D. Truck with Warning Sign/Crash Trailer	1.20/mile	1. Plasticity Index	110.00/test
E. 1-ton Truck with Drill Rig	1.20/mile	2. Liquid Limit or Plastic Limit Separately	95.00/test
F. 1½ to 2½-ton Truck with Drill Rig	1.35/mile	D. Sieve Analysis (includes -#200)	102.00/test
G. CPT Truck Rig (20-ton push capacity)	1.60/mile	E. Hydrometer Analysis (sieve included)	197.00/test
H. Tractor/Lowboy Trailer	1.80/mile	F. Thermal Resistivity w/Proctor (ASTM:D5334)	
<b>III. Equipment Rental</b>		1. As Received and Oven Dried (2 pts)	995.00/test
A. Drill Rig Rental		2. Dry Out Curve (4 pts)	1235.00/test
1. Rotary Drill on 1-ton Truck	72.00/hr.	G. Electrical Resistivity (ASTM:G57-Soil Box)	100.00/test
2. Rotary Drill on 1½ to 2½-ton Truck	82.00/hr.	H. Corrosion/Concrete Attack Series*	price upon request
3. Rotary Drill on All-Terrain Vehicle	112.00/hr.	I. Consolidation (up to 32 tsf)	
4. Portable, Non-rotary Rig	82.00/hr.	1. With P-e curves only	475.00/test
B. Auxiliary/Specialty Vehicle Rental		2. With P-e curves, time curves	600.00/test
1. Auxiliary Truck Vehicle	17.50/hr.	I. Unconfined Compression (incl. wc/density)	95.00/test
2. Truck with Warning Sign/Crash Trailer	29.00/hr.	J. Hand Penetrometer	10.00/test
3. Truck with Coring Equipment	45.00/hr.	K. Organic Content of Soil	65.00/test
C. Cone (CPT) Rig/Equipment Rental		L. Topsoil Borrow Test (Mn/DOT 3877)	295.00/test
1. CPT Rig (Truck or ATV)	145.00/hr.	M. R-value (Hveem Stabilometer)	388.00/test
2. Electronic Cone w/Computer	43.00/hr.	N. California Bearing Ratio	
3. Soil Sampler	4.00/hr.	1. Granular	625.00/test
4. Water Sampler	20.50/hr.	2. Cohesive	710.00/test
D. Miscellaneous Equipment Rental		O. Proctor Tests (Methods A or B)	
1. Field Vane Shear	325.00/day	1. Standard	130.00/test
2. Field Electrical Resistivity	250.00/day	2. Modified	140.00/test
3. Field Seismic Shear Wave (ReMi)	425.00/day	*includes pH, chloride ion, soluble sulfates, sulfides, redox potential (resistivity not included).	
4. Inclinometer Reading Equipment	335.00/day	<b>V. Expenses</b>	
5. Electronic Transducer Reading	175.00/day	A. Direct Project Expenses: includes out-of-town per diem; plowing & towing; special materials & supplies; special travel, transportation & freight; subcontracted services, and miscellaneous costs	Cost + 15%
6. Bore Hole Permeability		B. Equipment Replacement (when abandonment is more feasible than recovery)	Cost
a. Open End Casing Method	135.00/day	C. Equipment Recovery (when required by regulatory agencies or project specifications)	Cost + 15%
b. HQ Wireline Packer	330.00/day		
7. Borehole Pressuremeter	70.00/hr.	The rates presented are portal-to-portal with vehicle mileage, expenses and equipment rentals being additional.	
8. Iowa Borehole Shear Tester	335.00/day	Overtime for personnel charged at above cost plus 25% for over 8 hours per day or Saturday; and at above cost plus 50% for Sundays or Holidays. Hazardous work charged at an additional 25%. Night time shift work will include a premium charge of \$30.00 per person per shift.	
9. Double Ring Infiltrometer	265.00/day		
10. Photoionization Detector (PID)	115.00/day		
11. GPS Mapping System	15.50/hr.		
12. Pile Driving Analyzer (PDA)	750.00/day		
13. Calibrated SPT Rod	225.00/day		
14. Pile Integrity Test (PIT)	350.00/day		
15. Portable Concrete Coring Equipment	45.00/hr.		
16. Pavement Testing Equipment (includes truck)			
a. Falling Weight Deflectometer	150.00/hr.		
b. Ground Penetrating Radar (GPR)	350.00/day.		
E. Geotechnical Software Rental			
1. Geo Studio Finite Element	60.00/hr.		
2. CAPWAP	35.00/hr.		
3. AutoCAD or Microstation	30.00/hr.		
4. Wave Equation (WEAP)	20.00/hr.		

**SECTION 1 - RESPONSIBILITIES**

**1.1** - This Service Agreement – Terms and Conditions (“terms and conditions”) is applicable to all Services provided by American Engineering Testing, Inc. (AET). As used herein “Services” refers to the scope of services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the Agreement between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. AET requests written acceptance of the Agreement, but the following actions shall also constitute Client’s acceptance of the Agreement: 1) issuing an authorizing purchase order for any of the Services, 2) authorizing AET’s presence on site, or 3) written or electronic notification for AET to proceed with any of the Services.

**1.2** – Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and property owner, site safety plans or other documents which may control or affect AET’s Services. If new information becomes available during AET’s Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability or indemnity obligations of AET for loss or damages related to such changes. Client will provide a representative for timely answers to project-related questions by AET.

**1.3** - AET is responsible only for performance of the Services. AET will not be held responsible for work or omissions by Client or any other party working on the project. The Services do not include construction management, general contracting or surveying services. AET will not be responsible for directing or supervising the work of other parties, unless specifically authorized and agreed to in writing.

**1.4** – Client acknowledges the limitations inherent in sampling to characterize buried subsurface conditions. Variations in soil conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations in soil and subsurface conditions.

**1.5** - AET is not responsible for interpretations or modifications of AET’s recommendations by other persons.

**1.6** - Should changed conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

**1.7** – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client’s alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

**1.8** - The AET proposal accompanying these terms and conditions is valid for sixty (60) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET’s right to revise the proposal as necessary.

**SECTION 2 - SITE ACCESS AND RESTORATION**

**2.1** - Client will furnish AET safe and legal site access.

**2.2** Client acknowledges that in the normal course of its Services, AET may unavoidably alter existing site conditions or affect the environment in the area being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

**SECTION 3 - UNDERGROUND UTILITY AND STRUCTURE CLEARANCE**

**3.1** - Borings, excavations and other penetrations must be located at safe distances from underground utilities or other man-made objects. Client shall advise AET of all utilities that service or are located on the site, and any underground improvements located on the site. Prior to drilling, AET will contact state notification centers, where available, or individual utility owners where a state notification center is not available. AET shall be entitled to rely on the location information provided by locating vendors.

**3.2** – If Public utility owners do not provide the locating service on private property or the property owner has private underground improvements which cannot be cleared through the state notification center or public utility owners, Client shall be responsible for location of such utilities prior to drilling, or for payment of a private utility clearance subcontractor.

**3.3** - AET will not be responsible for any damages to underground utilities/improvements not located or incorrectly identified by the foregoing location methods.

**SECTION 4 - CONTAMINATION**

**4.1** - Client acknowledges and accepts all contamination risks which may be associated with the Services. Risks include, but are not limited to, cross contamination created by linking contaminated zones to uncontaminated zones during the drilling process; containment and proper disposal of known or suspected hazardous materials, drill cuttings and drill fluids; and decontamination of equipment and disposal and replacement of contaminated consumables. Discovery of actual or suspected hazardous materials shall entitle AET to take immediate measures it deems necessary in its sole discretion, including regulatory notification, to protect human health and safety, and/or the environment. Further, discovery of such materials constitutes a changed condition for which Client agrees to pay associated additional cost.

**4.2** - Client shall indemnify and hold AET harmless from all liability, damages, claims or costs resulting from contaminants on the site.

**SECTION 5 - SAFETY**

**5.1** - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. If, during the course of AET’s Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

**5.2** - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client’s or other persons’ responsibility.

**SECTION 6 – SAMPLES**

**6.1** - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET’s discretion.

**6.2** - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

#### **SECTION 7 - PROJECT RECORDS**

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

#### **SECTION 8 - STANDARD OF CARE**

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

#### **SECTION 9 - INSURANCE**

AET maintains insurance with coverage and limits shown below. AET will furnish certificates of insurance to Client upon request.

**9.1** – AET maintains the following insurance coverage and limits of liability:

Workers' Compensation	Statutory Limits
Employer's Liability	\$100,000 each accident
	\$500,000 disease policy limit
	\$100,000 disease each employee
Commercial General Liability	\$1,000,000 each occurrence
	\$1,000,000 aggregate
Automobile Liability	\$1,000,000 each accident
Professional Liability Insurance	\$1,000,000 per claim
	\$1,000,000 aggregate

**9.2** - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after final acceptance of the Project by Owner, Property Damage including Completed Operations, Personal Injury, and Contractual Liability insurance applicable to AET's indemnity obligations under this Agreement.

**9.3** - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

**9.4** - Professional Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after final acceptance of the Project by Owner. Renewal policies during this period shall maintain the same retroactive date.

**9.5** - To the extent permitted by applicable state law, and only upon Client's signing of the proposal and return of the same to AET, Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14 04 08, which includes blanket coverage for Products/Completed Operations and on a Primary and Non-Contributory basis) and Automobile Liability Policy. Client and Owner shall be extended "waiver of subrogation" status for applicable coverages. Any other endorsement, coverage or policy requirement shall result in additional charges.

**9.6** - AET will maintain in effect all insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

**9.7** - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

#### **SECTION 10 - DELAYS**

If delays to AET's Services are caused by Client or Owner, work of others, strikes, natural causes, weather, or other items beyond AET's control, a reasonable time extension for performance of work shall be granted, and AET shall receive an equitable fee adjustment.

#### **SECTION 11 - PAYMENT, INTEREST, AND BREACH**

**11.1** - Invoices are due net thirty (30) days. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

**11.2** - Client agrees to pay interest on unpaid invoice balances at a rate of one and a half percent (1.5%) per month, or the maximum allowed by law, whichever is less, beginning thirty (30) days after invoice date.

**11.3** - Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

**11.4** - Client will pay all AET expenses and attorney fees relating to collection of past due invoices.

#### **SECTION 12 - MEDIATION**

**12.1** - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in

question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

**12.2** - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

#### **SECTION 13 - LITIGATION REIMBURSEMENT**

Except for matters relating to non-payment of fees, which is governed by Section 9.4 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and AET costs.

#### **SECTION 14 - MUTUAL INDEMNIFICATION**

**14.1** - Subject to the limitations contained in Sections 13 and 14, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's intentional acts or negligent performance of the Services.

**14.2** - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

**14.3** - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as a beneficiary.

**14.4** - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence or intentional acts.

#### **SECTION 15- WAIVER OF CONSEQUENTIAL DAMAGES**

**NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES INCURRED EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS FORESEEABLE. CONSEQUENTIAL DAMAGES INCLUDE, BUT ARE NOT LIMITED TO LOSS OF USE AND LOSS OF INCOME OR PROFIT.**

#### **SECTION 16 - LIMITATION OF LIABILITY**

Client agrees to limit AET's liability to Client resulting from AET's negligent acts, errors or omissions, such that **the total liability of AET shall not exceed \$20,000.**

#### **SECTION 17 – UNIONIZATION**

AET reserves the right to negotiate an appropriate fee increase or to terminate its contract on three (3) days written notice to Client without incurring penalties or costs from Client, Owner and their successors, assignees, joint-venturers, contractors and subcontractors, or any other parties involved with the project for claims, liabilities, damages or consequential damages, directly or indirectly related to AET being required to provide unionized personnel on the project. Reservation of this right on the part of AET represents neither approval nor disapproval of unions in general or the use of collective bargaining agreements.

#### **SECTION 18 - POSTING OF NOTICES ON EMPLOYEE RIGHTS**

Effective June 21, 2010, prime contracts with a value of \$100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at [29 Code of Federal Regulations Part 471, Appendix A to Subpart A](#). The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of \$10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

#### **SECTION 19 - TERMINATION**

After 7 days written notice, either party may elect to terminate this Agreement for justifiable reasons. In this event, the Client shall pay AET for all work performed, including demobilization and reporting costs to complete the file.

#### **SECTION 20 - SEVERABILITY**

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

#### **SECTION 21 - GOVERNING LAW**

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

#### **SECTION 22 - ENTIRE AGREEMENT**

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any previous written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.



AMERICAN  
ENGINEERING  
TESTING, INC.

CONSULTANTS  
◦ ENVIRONMENTAL  
◦ GEOTECHNICAL  
◦ MATERIALS  
◦ FORENSICS

Dear Client,

The following paperwork is enclosed:

1. **AET's Proposal With Terms and Conditions (Please sign and return to your AET contact)**
2. **Proof of Insurance (Please give to your accounting department)**
3. **W9 (Please give to your accounting department)**

**\*\*\*If your company is South Dakota or Iowa Sales Tax exempt, please send your tax exempt certificate back with your signed proposal.**

Please let me know if you have any questions and thank you for choosing AET!

Thank you,

Robert Krogsgaard

CFO, American Engineering Testing

This document shall not be reproduced, except in full, without written approval of American Engineering Testing, Inc.

**550 Cleveland Avenue North • St. Paul, MN 55114**

**Phone 651-659-9001 • Toll Free 800-972-6364 • Fax 651-659-1379 • [www.amengtest.com](http://www.amengtest.com)**

Offices throughout Florida, Minnesota, South Dakota & Wisconsin  
AN AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY EMPLOYER



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/23/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUB International, formerly BW Insurance Agency 245 E Roselawn Ave  St. Paul MN 55117-1940	CONTACT NAME: Ann Ross
	PHONE (A/C, No, Ext): (651) 288-5137 FAX (A/C, No): (651) 286-0560
	E-MAIL ADDRESS: ANN.ROSS@HUBINTERNATIONAL.COM
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Travelers Indemnity Co NAIC # 25658
	INSURER B: Travelers Group 25674
	INSURER C: Continental Casualty Company 02128
	INSURER D:
	INSURER E:
	INSURER F:

## COVERAGES

CERTIFICATE NUMBER: 16-17 GL/A/WC/P

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			P630539K8896PHX16	1/1/2016	1/1/2017	EACH OCCURRENCE	\$ 100000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5000
							MED EXP (Any one person)	\$ 5000
							PERSONAL & ADV INJURY	\$ 1000000
							GENERAL AGGREGATE	\$ 1000000
							PRODUCTS - COMP/OP AGG	\$ 1000000
								\$
B	AUTOMOBILE LIABILITY			P810797K9140COF16	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB		<input type="checkbox"/>				EACH OCCURRENCE	\$
	EXCESS LIAB		<input type="checkbox"/>				AGGREGATE	\$
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			POUB709K909316	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$ 100000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 100000
							E.L. DISEASE - POLICY LIMIT	\$ 500000
C	PROFESSIONAL LIABILITY			ECH254066939	1/1/2016	1/1/2017	EACH CLAIM	1000000
	INCL POLLUTION						CLAIM MADE/070287 RETRO	AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

CERTIFICATE OF INSURANCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Craig McNulty/STPCT

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# Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>American Engineering Testing, Inc.</b>	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	<b>5</b> Address (number, street, and apt. or suite no.) <b>550 Cleveland Ave. N.</b>	
	<b>6</b> City, state, and ZIP code <b>St. Paul, MN 55114</b>	
	<b>7</b> List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>								
				-				
<b>or</b>								
<b>Employer identification number</b>								
4	1	-	0	9	7	7	5	2

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶ <b>Phillip Chwialkowski</b>	<small>Digitally signed by Phillip Chwialkowski DN: cn=Phillip Chwialkowski, o=American Engineering Testing, Inc., ou, email=pchwialkowski@amengtest.com, c=US Date: 2016.04.28 09:01:06 -05'00'</small>	<b>Date ▶</b>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

**Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.**

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**Braun Intertec Corporation**  
11001 Hampshire Avenue S  
Minneapolis, MN 55438

Phone: 952.995.2000  
Fax: 952.995.2020  
Web: braunintertec.com

# Attachment B

July 6, 2016

Proposal QTB041553

Mr. John Anderson  
City of Arden Hills  
1425 Paul Kirkwold Drive  
Arden Hills, MN 55112

Re: Proposal for a Geotechnical Evaluation  
Johanna Marsh Park Tennis Court Reconstruction  
3168 Ridgewood Road  
Arden Hills, Minnesota

Dear Mr. Anderson:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for tennis court reconstruction at the referenced site.

## Our Understanding of Project

Per your e-mail, the existing tennis court was originally constructed in 1974 and is experiencing some settlement. We also understand the desire to reconstruct the court to and build it to a "50-year" pavement design standard.

## Purpose

The purpose of our geotechnical evaluation will be to characterize subsurface geologic conditions at selected exploration locations and evaluate their impact on the design and construction of the Johanna Marsh Park tennis court.

## Scope of Services

The following tasks are proposed to help achieve the stated purpose. If unfavorable or unforeseen conditions are encountered at any point during the completion of the tasks that lead us to recommend an expanded scope of services, we will contact you to discuss the conditions before resuming work.

## Site Access, Staking and Utility Clearance

Based on the narrow access, it appears that the site will require a skid-mounted drill rig.

You have requested we subcontract with a fence contractor to remove and replace fence panels as needed to provide access to the court. An estimate of these costs is provided in our budget. We assume the City will temporarily remove the court net to allow us to access both sides of the court with our drilling equipment.

AA/EOE

We will stake prospective subsurface exploration locations and obtain surface elevations at those locations using GPS technology. For purposes of linking the GPS data to an appropriate reference, we request that you provide CAD files indicating location/elevation references appropriate for this project, or give us contact information for the consultant that might have such information.

Depending on access requirements, ground conditions or potential utility conflicts, our field crew may alter the exploration locations from those proposed to facilitate accessibility.

Prior to drilling or excavating, we will contact Gopher State One Call and arrange for notification to the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. You or your authorized representative are responsible to notify us before we begin our work of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies.

### **Penetration Test Borings**

We propose to drill two standard penetration test borings for the tennis court, extending them to 15 feet each. Standard penetration tests will be performed at 2 1/2-foot vertical intervals to boring termination.

If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs.

If deeper borings (or additional borings) are needed, we will contact you prior to increasing our total estimated drilled footage and submit a Change Order summarizing the anticipated additional effort and the associated cost, for your review and authorization.

### **Borehole Abandonment**

Minnesota Well Code requires sealing of any boring or core that encounters groundwater and is either greater than 25 feet deep or penetrates a confining layer.

As it appears we are outside the boundaries of the Twin Cities Army Ammunition Plant (TCAAP) Special Well and Boring Construction Areas, we currently do not anticipate having to seal any of the boreholes.

### **Sample Review and Laboratory Testing**

Soil samples will be returned to our laboratory, where they will be visually classified and logged by a geotechnical engineer. To help classify the materials encountered and estimate their engineering properties, we have budgeted to perform six (6) moisture content tests, two (2) mechanical analyses (through a #200 sieve only), and two (2) organic content tests.

### **Reporting**

Data obtained from the borings and laboratory tests will be used to evaluate the subsurface profile and groundwater conditions, perform engineering analyses related to court design and performance and prepare a report, including:

- A CAD sketch showing project components, limits, and exploration locations.
-

- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Discussion identifying the site conditions that will impact tennis court design and performance, qualifying the nature of their impact, and outlining alternatives for mitigating their impact.
- Discussion regarding the reuse of on-site materials during construction and the impact of groundwater on construction.
- Recommendations for preparing court subgrades, including excavation support, if applicable, and the selection, placement and compaction of excavation backfill and other fill.
- Recommendations for the design of pavements for the requested longevity, including maintenance and life-cycle considerations to achieve the desired 50 year service life.

Only an electronic copy of our report will be submitted to you unless you request otherwise. At your request, the report can also be sent to additional project team members.

### **Additional Services**

If borings must be extended beyond their intended termination depths, we will charge an additional \$25 per lineal foot beyond the originally intended termination depth.

Additional site mobilizations will be charged at \$350 per day.

### **Cost**

We will furnish the services described in this proposal for an estimated fee of **\$4,645**. A tabulation showing hourly and/or unit rates associated with our proposed scope of services is attached.

Our work is likely to extend over several invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

### **Schedule**

We anticipate the field exploration can begin within approximately three weeks of written authorization; the field exploration will take one day to complete. Sample classification, laboratory testing, engineering analyses and report preparation will likely take an additional week. We will pass along results, however, as they are obtained and reviewed. We anticipate we can submit our report by approximately four weeks following authorization.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

## General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. ***Please sign and return a copy in its entirety.***

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not delay us beyond our proposed schedule.

We include the Braun Interotec General Conditions, which provide additional terms and are a part of our agreement.

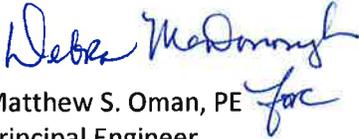
To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Neil Lund at 952.995.2284.

Sincerely,

BRAUN INTERTEC CORPORATION



Neil G. Lund, PE  
Senior Engineer



Matthew S. Oman, PE  
Principal Engineer

Attachments:  
Estimated Cost Tabulation  
General Conditions (9/1/13)

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The proposal is accepted, and you are authorized to proceed.

**CITY OF ARDEN HILLS**

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Its Mayor

---

Its City Clerk

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Date

# Project Proposal

QTB041553

## Johanna Marsh Park Tennis Court Reconstruction

**Client:**

City of Arden Hills  
John Anderson  
1425 Paul Kirkwold Dr  
Arden Hills, MN 55112  
651-633-5676

**Work Site Address:**

3168 Ridgewood Road  
Arden Hills, MN

**Service Description:**

Geotechnical Evaluation

	Description	Quantity	Units	Unit Price	Extension
<b>Phase 1</b>	<b>Geotechnical Evaluation</b>				
<b>Activity 1.1</b>	<b>Site Layout - Staking - Utility Clearance - CADD</b>				<b>\$1,155.00</b>
205	Site layout and utility clearance	3.00	Hour	90.00	\$270.00
288	Project Assistant	1.00	Hour	90.00	\$90.00
SUB-BILL	Subcontractor Billable (Fence Contractor)	1.00	Each	500.00	\$500.00
5099	Trimble R8 Rover (horizontal and vertical), per hour	3.00	Each	35.00	\$105.00
3753	Soil Boring Location Sketch Scaled	1.00	Each	150.00	\$150.00
1862	DRIL Trip Charge	1.00	Each	40.00	\$40.00
<b>Activity 1.2</b>	<b>Drilling Services</b>				<b>\$1,425.00</b>
9400	GeoProbe Services, per hour	5.00	Each	236.00	\$1,180.00
9460	Overtime addition, per person for work in excess of 8 hours per day, per hour		Each	23.00	\$0.00
9455	Additional crew person for SPT borings, per hour	5.00	Each	49.00	\$245.00
<b>Activity 1.3</b>	<b>Geotechnical Soil Tests</b>				<b>\$340.00</b>
1166	200 wash (ASTM C 117), per sample	2.00	Each	70.00	\$140.00
1174	Organic content (ASTM D 2974), per sample	2.00	Each	70.00	\$140.00
1152	Moisture content (ASTM D 2216), per sample	6.00	Each	10.00	\$60.00
<b>Activity 1.4</b>	<b>Evaluation/Analysis/Reports</b>				<b>\$1,725.00</b>
138	Project Assistant	1.50	Hour	90.00	\$135.00
126	Project Engineer	8.00	Hour	140.00	\$1,120.00
128	Senior Engineer	2.00	Hour	170.00	\$340.00
125	Project Manager	1.00	Hour	130.00	\$130.00
<b>Phase 1 Total:</b>					<b>\$4,645.00</b>

<b>Proposal Total:</b>	<b>\$4,645.00</b>
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# General Conditions

## Section 1: Our Agreement

**1.1** Our agreement (“Agreement”) with you consists of these General Conditions and the accompanying written proposal or authorization. This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

**1.2** The words “you,” “we,” “us,” and “our” include officers, employees, and subcontractors.

**1.3** In the event you use a purchase order or other form to authorize our services, any conflicting or additional terms are not part of our Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to withdraw our proposal without liability to you or others, and you will compensate us for services already rendered.

## Section 2: Our Responsibilities

**2.1** We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

**2.2** In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

**2.3** We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time.

**2.4** Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing.

We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

**2.5** We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

**2.6** You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

**2.7** Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

## Section 3: Your Responsibilities

**3.1** You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.

**3.2** You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.

**3.3** You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

**3.4** You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials in a sample provided to us. You agree to provide us with information in your possession or control relating to contamination at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.

**3.5** Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

**3.6** Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

**3.7** You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

## Section 4: Reports and Records

**4.1** Unless you request otherwise, we will provide our report in an electronic format.

**4.2** Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

**4.3** Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you.

**4.4** If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

**4.5** Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They may be discarded or returned to

you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

**4.6** Electronic data, reports, photographs, samples and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

#### **Section 5: Compensation**

**5.1** You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

**5.2** You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

**5.3** If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

**5.4** Your obligation to pay for our services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of lawsuit in which we are not involved, your successful completion of a project, receipt of payment from another, or any other event. No retainage will be withheld.

**5.5** If you do not pay us within 60 days of invoice date, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, and other costs of collection.

**5.6** You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

**5.7** If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

**5.8** If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, terminate our duties without liability to you or to others.

**5.9** In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

#### **Section 6: Disputes, Damage, and Risk Allocation**

**6.1** Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

**6.2** Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

**6.3** We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of substantial completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services.

**6.4** For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for our services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

**6.5** You agree to indemnify us from all liability to others in excess of the risk allocation stated above and to insure this obligation.

**6.6** The prevailing party in any action relating to this Agreement shall be entitled to recover

its costs and expenses, including reasonable attorney fees, staff time, and expert witness fees.

**6.7** The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual employees.

#### **Section 7: General Indemnification**

**7.1** We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

**7.2** To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

**7.3** You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

#### **Section 8: Miscellaneous Provisions**

**8.1** We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

**8.2** You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

**8.3** Neither of us will assign nor transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

**8.4** Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

**8.5** If a provision of this Agreement is invalid or illegal, all other provisions shall remain in full force and effect.



ARDEN HILLS  
MEMORANDUM

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**DATE:** July 11, 2016

**TO:** Honorable Mayor and City Councilmembers  
Sue Iverson, Interim City Administrator

**FROM:** John Anderson, Acting Public Works Director

**SUBJECT:** Water Valve Repairs

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**Requested Action**

Accept Proposal from Nova Frost Inc. for water valve repairs in three locations around the city in the amount of \$40,900.

**Background**

The water infrastructure in Arden Hills is aging and as it ages, water valves become less reliable in their operation or fail and begin leaking. The City Council has budgeted for needed maintenance to the water system and included a valve replacement program in the Capital Improvement Plan. The amount budgeted in 2016 for valve replacement is \$30,000 from the water utility funds.

**Discussion**

Public Works has identified valves that have been the most problematic and programmed replacement for this year's portion of the valve replacement. In order to keep costs, down we plan to contract for the valve replacement but take care of the street repairs and restoration through our staff. This approach avoids paying a general contractor to manage work of a subcontractor and in turn should provide a lower cost overall.

Staff requested quotes for valve replacement of the following:

- 2 - 12" valves near Old Hwy 10 and Parkshore Drive
- 3 - 8" valves on Pleasant Drive
- 1 - 6" valve on Pleasant Drive
- 1 - 8" valve on Harriet Avenue

The three areas selected for valve replacement are priorities for a variety of reasons. The one common reason is the three areas include valves that leak when operated or do not completely shut down when operated. The two valves at Old Hwy 10 and Parkshore Drive will be needed when TCAAP work begins and Public Works is asked to shut down water for construction. The Valve on Harriet Avenue is a priority because public works would like to place a thin overlay on the rest of this street and want to have utility work taken care of first. The Pleasant Drive area presents a good grouping of valves and provides for savings in mobilization costs.

Proposals were solicited from two contractors to replace valves in these three locations. Nova Frost provided the low quote at \$40,900 with Valley Rich's quote at \$45,200. City Public Works staff will assist in the repair by trucking any wet soil out and provide replacement backfill materials much like we do in a watermain break. If, when excavated and inspected, it appears the valve can be rebuilt and not cut out, the cost for the work can be reduced. The work will take about a week and water shut downs will be scheduled. Affected customers will be given advance notice of the shut downs. Public Works will then finish up with street restoration following replacement of the valves.

The City has contracted with Nova-Frost in the past for sewer and water repairs and has been pleased with their work.

**Attachments**

Attachment A: Nova Frost Proposal

Attachment B: Valley Rich Proposal



1. ju  
**NOVA-FROST, INC.**

**Attachment A**

**Equal Opportunity Employer**  
**7264 Dickman Trail**  
**Inver Grove Heights, MN 55076**  
**Phone (651)480-8575**  
**Fax (651) 480-8527**

July 7, 2016

To: City of Arden Hills

RE: Water Valve Replacement

Attn: John Anderson

Hi John,

The following are the costs to replace existing water valves and the prices are per location and per valve size. Prices include valve, sleeve, pipe as needed to sleeve together, pumps, boxes, labor, equipment, etc for a complete job.

6" Valve replacement \$4,900.00  
8" Valve replacement \$5,400.00  
12" Valve replacement \$7,200.00

Thanks,  
Mike Frost

Date: 7.7.16  
Bid: #16213 M

# Attachment B



**Project: Arden Hills Utility Work**  
**Location: Arden Hills, MN**

## Site Utilities

**Gate Valve Replacements** - Valley-Rich Co., Inc. will provide all labor, equipment, and materials needed to replace (1) 6" gate valve, (4) 8" gate valves, and (2) 12" gate valves. All trucking, restoration, and traffic control are to be done by the City of Arden Hills. All work is to be done on a time and material basis.

**Base Bid: \$45,200**

**Boston Scientific Sewer Repair** - Valley-Rich Co., Inc. will provide all labor, equipment, and materials needed to replace up to 10' of 10" sanitary sewer. Restoration of sod is included. All trucking, traffic control, and other restoration are to be done by the City of Arden Hills. All work is to be done on a time and material basis.

**Base Bid: \$7,150**

**1546 Briarknoll Drive Sewer Repair** - Valley-Rich Co., Inc. will provide all labor, equipment, and materials needed to replace up to 25' of 8" PVC sanitary sewer. Restoration of sod is included. Erosion mats will be provided. City of Arden Hills is to provide all trucking, by-passing, tree removals, and other restoration. All work is to be done on a time and material basis.

**Base Bid: \$15,900**

Respectfully,

Matt Miklya

### Exclusions:

Dewatering, soil correction and/or replacement, removal of buried obstructions, restoration (other than listed above), compaction tests, hauling of excess soils, erosion control/inlet protection, hazardous material handling, irrigation, tree removal and/or replacement, grubbing, sheeting, shoring, bracing, and private utility locates.

**147 Jonathan Blvd. N., Ste. 4**  
**Office: (952) 448-3002**

**Chaska, Minnesota 55318**  
**Fax: (952) 448-3362**



---

**DATE:** July 11, 2016

**TO:** Honorable Mayor and City Councilmembers

**FROM:** Sue Iverson, Interim City Administrator

**SUBJECT:** Authorization to Appoint Jolene Trauba as Deputy Clerk and Authorization to Advertise for a Customer Support Specialist

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**Discussion**

The Personnel Committee posted the position of Deputy Clerk internally per the Personnel Policy. One letter of interest in the position was received from Customer Support Specialist, Jolene Trauba. The Personnel Committee reviewed this and recommends Jolene Trauba for this position. The Personnel Committee recommends that the City Council appoint Jolene Trauba as the Deputy Clerk and place her in the current pay grade for the Deputy Clerk at Step 1.

The promotion of Jolene to this position will leave a vacancy in the Customer Support Specialist position. The Personnel Committee would recommend that we advertise both internally and externally at the same time to fill this vacancy.

**Staff Recommendation**

1. A motion to appoint Jolene Trauba as the Deputy Clerk, Grade 10, Step 1, effective July 11, 2016.
2. A motion to authorize advertising both internally and externally for the position of Customer Support Specialist.



**DATE:** July 11, 2016

**TO:** City Councilmembers  
Sue Iverson, Interim City Administrator

**FROM:** Mayor Grant

**SUBJECT:** Rice Creek Commons (TCAAP) Development Discussion Opportunity for Residents

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**Discussion**

Under this Public Hearing, citizens have an opportunity to discuss ideas regarding Rice Creek Commons (TCAAP) development.



ARDEN HILLS  
MEMORANDUM

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**DATE:** July 11, 2016

**TO:** Honorable Mayor and City Councilmembers  
Sue Iverson, Acting City Administrator

**FROM:** Matthew Bachler, Senior Planner

**SUBJECT: Accelerated Nuisance Abatement  
3736 Brighton Way South**

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**Requested Action**

Motion to approve Resolution 2016-023 ordering accelerated nuisance abatement at 3736 Brighton Way South for excessive vegetation growth and the accumulation of debris not in compliance with City regulations.

**Background**

Due to a complaint, staff inspected 3763 Brighton Way South on June 6, 2016. Staff noted excessive vegetation growth and the accumulation of tree branches, and determined that the property was in violation of the following subsections of City Code Section 602.02 Public Nuisance Affecting Health:

- Subd. 6. All noxious weeds and other growths of vegetation upon public or private property in excess of eight (8) inches.
- Subd. 9. Accumulation of manure, tree branches, cut trees, grass clippings, bottles, rubbish, trash, refuse, junk and other abandoned materials, metals including aluminum or tin cans, or lumber

Following its initial inspection, staff sent a letter to the property owner giving them one week to correct the issues. A follow-up inspection on June 23, 2016 found the violations on the property to persist. From reviewing the City's code enforcement files, staff has documented four separate complaints received since 2012 regarding excessive grass and weed growth on the property. Additionally, the City previously considered an accelerated abatement resolution for the subject property in 2009 for noxious weeds and other growth not in compliance with City regulations.

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*City of Arden Hills*

*City Council Meeting for July 11, 2016*

*P:\Planning\Community Development\Code Enforcement\Abatement\3736 Brighton Way South*

In accordance with the City's accelerated abatement procedures in Section 602.07 of the City Code, a letter was mailed to the property owner on June 24, 2016. Based on the accelerated abatement procedures, the property owner has seven working days to abate the nuisance, which was by July 6, 2016. A follow-up inspection showed that no action has been taken.

Due to the reoccurring nature of these types of violations, staff is requesting the City Council issue an order for abatement of the property and to continue the abatement order for a two year period. The two year period would expire on July 11, 2018. The property owner has seven days from the Council's order to complete the work before the City can have the work completed.

An abatement order allows the City to hire a contractor to complete the work on the property and charge the cost back to the property owner. The charge is 125 percent of the cost of the work plus administrative costs. If the charges are not paid, the charge will be certified against the property for collection with the property taxes.

If the same violation reoccurs within two years of the Council's order, staff could order abatement without an additional Council hearing or action. A letter would be sent to the property owner ordering future violations to be resolved within seven working days. If the violation is not resolved, staff can order the abatement and charge the expense back to the property owner.

Prior to any action, the Council must provide a hearing for the property owner. The property owner was notified of the hearing in conformance with the City Code.

### **Recommendation**

Motion to approve Resolution 2016-023 ordering accelerated nuisance abatement at 3736 Brighton Way South for excessive vegetation growth and the accumulation of debris not in compliance with City regulations.

### **Attachments**

- A. June 23, 2016, Final Letter to the Property Owner of 3736 Brighton Way South
- B. Aerial Photo and Pictures of Property
- C. Resolution 2016-023: Abatement of Nuisance at 3736 Brighton Way South



June 23, 2016

Howard Myers  
26127 Woodview Lane  
ZIMMERMAN, MN 55398-8874

Re: City Code Violations at 3736 Brighton Way S. PID# 283023310030

Dear Property Owner:

The City recognizes that many times a resident may not be aware that the City has regulations that are designed to protect neighborhoods and their quality of life. On **6/23/2016**, the City of Arden Hills investigated a complaint and inspected your property. It was determined that there is a violation of the City Code:

**VIOLATION(S):**

**1) Long plant growth at 3736 Brighton Way S.**

**2) Large brush pile at 3736 Brighton Way S.**

- **Public Nuisance. 602.02 Subd. 6, Plant Growth:** All noxious weeds and other growths of vegetation upon public or private property in excess of eight (8) inches.
- **Public Nuisances. 602.02 Subd. 9, Debris, Garbage:** Accumulation of manure, tree branches, cut trees, grass clippings, bottles, rubbish, trash, refuse, junk and other abandoned materials, metals including aluminum or tin cans, or lumber.

**CORRECTIONS(S):**

**1) Mow and maintain plant growth to less than 8" inches for the year.**

**2) Properly remove the brush from the property.**

Please take the necessary corrective action by the close of the business day on **7/8/2016**, to remediate the above violation(s).

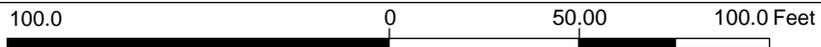
If the violation is not remediated by the required date, the City will order abatement as allowed under Section 602.07, Accelerated Abatement Procedure, of the Arden Hills City Code. An abatement order allows the City to have the necessary work completed to remediate the nuisance and charge 125 percent of the cost of the work, including administrative costs, back to the property owner. The charges can be certified against the property for collection with taxes if they are unpaid. The abatement process is not the City's preferred course of action. We would prefer to work with you to resolve this violation.

If the violation is not remediated by **7/8/2016**, the City Council will hold an abatement hearing at their regular meeting scheduled for Monday, **7/11/2016**, at 7:00 pm. You have the right to attend the hearing. The City Council may order the nuisance to be abated if corrective action is not taken, and the order to abate may continue for up to two years.

If you have any questions or need additional information, please contact me at (651) 792.7813 or [ward@cityofardenhills.org](mailto:ward@cityofardenhills.org). Thank you in advance for your cooperation.

Sincerely,

Rob Ward  
Building Official / Temporary Code Enforcement Officer



NAD\_1983\_HARN\_Adj\_MN\_Ramsey\_Feet  
© Ramsey County Enterprise GIS

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

1: 600



Site Photographs – 3737 Brighton Way South





**CITY OF ARDEN HILLS  
COUNTY OF RAMSEY  
STATE OF MINNESOTA**

**RESOLUTION NO. 2016-023**

**ABATEMENT OF A NUISANCE AT 3736 BRIGHTON WAY SOUTH**

**WHEREAS**, Howard Myers is the property owner of the following described property:

*Address: 3736 Brighton Way South*

*PID: 283023310030*

*Legal Description: Chatham Second Addition, Lot 2, Block 3*

**WHEREAS**, notice therefore was posted on said property and sent certified mail to the property owner pursuant to City Regulations; and,

**WHEREAS**, this abatement was initiated pursuant to the City of Arden Hills Municipal Code; and,

**WHEREAS**, the Arden Hills City Council held a hearing on July 11, 2016. All persons present at said meeting were given an opportunity to be heard and present written statements. The Council also considered the recommendation of the City Staff that this abatement be approved; and,

**NOW, THEREFORE, BE IT RESOLVED THAT THE ARDEN HILLS CITY COUNCIL** hereby adopts Resolution 2016-023, ordering the abatement of noxious weeds and vegetation growth and the accumulation of debris that does not comply with City regulations at 3736 Brighton Way South, and to charge the property owner for 125 percent of the cost of abatement, including administrative costs. The City Administrator is authorized to monitor the property through July 11, 2018; and to abate any noxious weeds and vegetation or accumulation of debris that does not comply with City regulations, and to charge to the property owner for each subsequent abatement 125 percent of the cost of abatement, including administrative costs; and

**BE IT FURTHER RESOLVED**, In the event that the property owner does not pay any portion of the charges, that the unpaid amount shall be assessed against the Property, to be collected with the real estate taxes in the year in which this Resolution is recorded, together with an Affidavit of Cost incurred, and that any assessments levied pursuant to this Resolution shall bear interest at the rate of 4.5% per annum from the date of recording until December 31<sup>st</sup> of the year in which the special assessment is paid in full.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF ARDEN HILLS THIS 11<sup>th</sup>  
DAY OF JULY, 2016.**

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**David Grant, Mayor**

**ATTEST:**

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**Sue Iverson, Acting City Administrator**



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**DATE:** July 11, 2016

**TO:** Honorable Mayor and City Councilmembers  
Sue Iverson, Interim City Administrator

**FROM:** John Anderson, Acting Public Works Director  
Sara Grant, Parks and Recreation Coordinator

**SUBJECT:** Off Leash Dog Area at Perry Park

---

**Requested Action**

Accept proposal from Century Fence for \$4,100 to modify fencing at Perry Park No. 4 ballfield for use as a dog park.

**Background**

At the Joint Work Session held on April 18<sup>th</sup>, 2016, with the Parks, Trails & Recreation Committee (PTRC) and Arden Hills City Council, the PTRC made the recommendation to add a dog park to Perry Park. Minutes from that meeting are included in Attachment A.

**Discussion**

One of the work items that the PTRC presented to the City Council at the April 18, 2016 work session was input on the possibility of the Committee working on researching an off leash dog area in Perry Park. The PTRC discussed this idea and staff has obtained fencing quotes for modifications to the Perry Park No. 4 ballfield. Staff had initially discussed creating the dog park at Perry Park in the hockey rink much like the dog park at Hazelnut Park. The City Council mentioned that there are drainage issues with the hockey rink and it may not be a suitable location. The PTRC then investigated the possibility of converting Perry Park No. 4 ballfield into a dog park. The existing fencing on this ballfield provides the bulk of the containment needed to establish this area as a dog park. There are a number of openings in the fence that can be closed off, such as the dugout entrances and the gaps at the outfield fence. Additionally, a staging area is needed at the entrance with a double gate to allow owners to bring their dog to the fenced staging area and remove their dog's leash. The fencing improvements also include some maintenance to the existing fence where the bottom edges have curled up and are no longer close to the ground. The modifications to the fencing would allow for easy conversion back to a ballfield if the demand returns for use of a little league field. Currently, there is no use of this field programmed and it has not been used for two years due to a decline in the popularity of little league baseball programs. This field is not adequate for softball games due to the geometry of its construction. This field does have some drainage issues and is inundated with water from time to time depending on the weather.

Operation of this dog park would be the same as at Hazelnut Park:

Season of Operation – May 1<sup>st</sup> to November 1<sup>st</sup>

Hours of Operation – 30 minutes before sunrise to 30 minutes after sunset

Suggested rules:

1. Keep your dog in sight and under voice control at all times.
2. Clean up and dispose of feces left by your dog in the provided barrels. Owners must have a bag for removal of feces.
3. Dogs must be licensed and vaccinated.
4. No aggressive dogs allowed. If your dog becomes unruly or plays rough, leash it and leave immediately.
5. Female dogs in heat and dogs under the age of four months are prohibited.
6. Use at your own risk. Owners are responsible and liable for the actions and behavior of their dogs at all times.
7. Users are limited to three dogs per visit.
8. It is recommended that children be supervised by a parent or guardian.
9. Dogs must be on a leash unless in Off Leash Dog Area boundaries.
10. All other City Park rules apply.

Staff currently mows grass in this field and would continue to do so although the frequency may increase if there is an active use. With no programmed use of the field, mowing is currently less frequent in this field than the other fields at Perry Park.

Staff obtained two quotes for fence modifications and Century Fence was the lowest at \$4,100. We have worked with Century Fence previously and have no problems with the quality of their work. Their schedule currently allows for construction in the month of July which should allow this area to be open for Arden Hills' Bark and Rec day which is planned for July 30<sup>th</sup>.

### **Attachments**

Attachment A – Joint City Council / PTRC meeting minutes 4/18/16

Attachment B – fencing quotes

**PTRC Committee Member Scott** stated the purpose of the PTRC was to advise the City Council on matters related to parks, walking trails, and community education planning programs.

**PTRC Chair Straumann** summarized projects completed in 2015 that included trail segment improvements, a TCAAP park amenities study, and creation of a maintenance program.

**PTRC Committee Member Van Valkenburg** reviewed the completed 2015 projects that pertained to the various City parks and included a new basketball system and net replacements, garden enhancements, new benches, a pickleball court, a push light system, and the Bark and Rec Day event. He indicated the 2016 Work Plan included a second dog park at Perry Park (in addition to the dog park at Hazelnut Park), parking lot improvements at Ingerson Park, a new sign at Arden Manor Park, and addressed trail connection gaps.

**Councilmember Holden** asked for clarification as to why a dog park would be added at Perry Park.

**Recreation Coordinator Grant** stated that in 2015, Perry Park was utilized for storing construction equipment related to the nearby road reconstruction project. She also said that due to declining softball enrollment, the additional parking spaces that were once necessary for softball are no longer needed. In 2016, it was recommended to add a dog park at Perry Park due to ease of access, availability of parking, and to provide a second option in addition to Hazelnut Park, which can be difficult for some people to access due to a large hill.

**Resident Volunteer Bob Mullen** discussed his past and future planned contributions to Floral Park which included increasing the types of plant and floral species.

**PTRC Chair Straumann** summarized the ongoing parks and trails maintenance and improvements priorities that included County Road F (sidewalk gap), County Road H bridge (trail), County Road E2 (trail) and New Brighton Road (underpass/standalone trail study in conjunction with the City of New Brighton and the Railroad).

**Councilmember Holden** stated that regarding New Brighton Road, the Railroad would dictate where the trail could be located. She said that based on the most recent communication received from the Railroad, there are no plans to replace the bridge on New Brighton Road. She agreed the City of New Brighton should be consulted if the Committee decided to pursue this.

**Mayor Grant** stated that the Railroad is using the rail line much heavier than in the past and that cost would be a factor.

**Recreation Programmer Grant** stated this was a high safety concern area and the Council agreed.

**PTRC Committee Member Van Valkenburg** stated the Committee continued to pursue grant opportunities, sponsorships, and partnerships with the Arden Hills Foundation as well as the local universities and businesses, and said that donations were received for special events.

# Attachment B

**CENTURY FENCE  
COMPANY**



SINCE 1917 THE MARK OF PERMANENCE

P.O. Box 277, Forest Lake, MN, 55025

Office (651)-464-7373  
Toll Free (800)-328-9558  
Fax (651)-464-7377  
Cellular (612)-666-1680  
Cory Capra ccapra@centuryfence.com

7/6/2016

**Phone:** 651-792-7852 **Fax:**

Proposal To:

City of Arden Hills  
Joe Mooney  
1245 West Hwy 96  
Arden Hills, MN 55112

Ship To:

Perry Park Dog Park  
Arden Hills, MN

Installed  Material Only  Prepaid Freight  Freight Collect **F.O.B.** Job Site **Delivery Schedule:**

**Description**

Furnish and Install:

35 L.F. of 6' high chain link fence

2 - Single swing gates 4' wide by 6' high. Frame shall be constructed of 2" steel pipe welded at all corners to form a rigid panel.

1 - 3" Corner posts, 6' high.

8 - 3" Gate posts, 6' high.

2 - 3" Corner posts, 6' high.

Close off all openings to field

Remove and replace 20 l.f. of backstop wire in center panel

Add 60 l.f. of bottom rail to sideline fence.

All line posts driven 4'. All corner, gate and end posts set in concrete foundations.

Material and Labor: \$4,100.00

Notes:

Proposal is valid for 30 days

**Acceptance:** This proposal when accepted in writing by purchaser and by Century Fence Company's Main Office becomes a contract between two parties. The conditions on the attached "Terms and Conditions" sheet are made a part of this contract.

**Terms of Payment: Net Cash upon receipt of invoice.**

Buyer's signature \_\_\_\_\_ Date \_\_\_\_\_

Submitted by \_\_\_\_\_

Cory Capra





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**DATE:** July 11, 2016

**TO:** Honorable Mayor and City Councilmembers  
Sue Iverson, Acting City Administrator

**FROM:** Ryan Streff, City Planner

**SUBJECT: Planning Case #16-014**  
**Applicant:** Land O'Lakes  
**Property Location:** 4001 Lexington Avenue North  
**Request:** Master Planned Unit Development (PUD) Amendment and Phase 1  
Final PUD Development Agreement

---

**Requested Action**

Motion to approve the Master Planned Unit Development (PUD) Amendment and Phase 1 Final PUD Development Agreement, based on the June 27, 2016, City Council approval of Planning Case 16-014.

**Background**

On June 27, 2016, the City Council approved Planning Case 16-014 for a Master Planned Unit Development (PUD) Amendment and Final PUD for Phase 1 of the Land O'Lakes consolidation plan located at 4001 Lexington Avenue North.

The City Attorney has prepared the Master PUD Amendment and the Final Phase 1 PUD Development Agreement (Attachment A).

**Attachments**

- A. Land O'Lakes - Master Planned Unit Development (PUD) Amendment and Phase 1 Final PUD Development Agreement

*(reserved for recording information)*

**MASTER PLANNED UNIT DEVELOPMENT  
AMENDMENT AND PHASE 1 FINAL  
PLANNED UNIT DEVELOPMENT AGREEMENT**

*(Developer Installed Improvements)*

*LOT 2, BLOCK 1, LAND O'LAKES ADDITION*

**THIS MASTER PLANNED UNIT DEVELOPMENT AMENDMENT AND PHASE 1 FINAL PLANNED UNIT DEVELOPMENT AGREEMENT** (this "Agreement") is dated \_\_\_\_\_, 20\_\_\_\_, by and between the **CITY OF ARDEN HILLS**, a Minnesota municipal corporation (the "City"), and **LAND O'LAKES, INC.**, a Minnesota corporation (the "Developer").

**1. RECITALS.**

A. On the 2<sup>nd</sup> day of May, 2016, the Developer submitted an application requesting the approval of a Master Planned Unit Development Amendment (the "PUD Master Plan") for the consolidation and expansion of its headquarters, previously approved by the City as a Planned Unit Development on May 7<sup>th</sup>, 1979 in Planning Case No. 79-004, and the approval of a Phase 1 Final Planned Unit Development (the "Phase 1-Final Plan"), together referred to the "Development" in this Agreement, for the property situated in the County of Ramsey, State of Minnesota, and is legally described on Exhibit A

hereto (the “Subject Property”). “Phase I” is that portion of the Development identified in the Phase 1-Final Plan.

B. Currently, the Developer owns and operates approximately 263,800 square feet of headquarters and research and development facilities in Arden Hills. The Developer also leases approximately 190,000 square feet of property for administrative functions, across Lexington Avenue North from the Arden Hills Campus, in Shoreview. The Developer desires to consolidate its Arden Hills site and the Shoreveiw site to allow for significant growth of its headquarters in Arden Hills.

C. The PUD Master Plan indicates that the Subject Property will be redeveloped in multiple phases:

1. Phase 1 will include the expansion and reconfiguration of the visitor parking lot on the south side of the existing principal buildings.
2. Phase 2 will include the construction of a new four-story corporate office building consisting of approximately 155,000 square feet and related site improvements, including the reconfiguration and expansion of the employee surface parking lot on the north side of the existing principal buildings and landscaping improvements.

D. **Planning Commission Review.** On the 8<sup>th</sup> day of June, 2016, the City of Arden Hills Planning Commission (the “Planning Commission”) reviewed the application at a public hearing and after considering the application, the reports and comments of the City’s staff and consultants, reports and comments of Developer, and other public comments; and, subject to conditions, recommended approval of the Development.

E. **City Council Review.** The “City Council” is the City of Arden Hills City Council. On the 27<sup>th</sup> day of June, 2016, the City Council reviewed the application, the reports and recommendations of the City’s staff and consultants; the reports and comments of Developer; and the recommendation of the City Planning Commission; and has approved the Development; all subject to the terms and conditions contained herein.

**2. TERMS AND CONDITIONS.** In consideration of the above referenced City Council approvals, in compliance with the provisions of the City’s Development Regulations, and in consideration of the undertakings herein expressed, the parties agree:

A. The City hereby approves the Development on condition that the Developer enter into this Agreement, furnish the security required by it, and record this Agreement with the Ramsey County Registrar of Titles within sixty (60) days after the City Council approves the Development. If this Agreement is not recorded within sixty (60) days of the City Council’s approval, the approval shall be considered void.

B. **Development Plans.** The “City Planner” is the City of Arden Hills City Planner. The Subject Property shall be developed in accordance with the following plans (collectively, the “Project Plans”).

1. Overall Site Plan
2. Selective Site Demolition Plan - Phase One
3. Selective Site Demolition Plan - Phase Two
4. Grading, Drainage and Erosion Control Plan - Phase One
5. Grading, Drainage and Erosion Control Plan - Phase Two
6. Utility Plan - Phase One
7. Utility Plan - Phase Two
8. Sanitary Sewer and Storm Sewer Plan
9. Public Watermain Plan
10. Paving and Geometric Plan - Phase One
11. Paving and Geometric Plan - Phase Two
12. Stormwater Pollution Prevention Plan - Phase One
13. Stormwater Pollution Prevention Plan - Phase Two
14. Landscape Plan – Phase 1
15. Landscape Plan – Phase 2
16. Parking, Lighting, and Photometric Phase 1 Plan
17. Parking, Lighting, and Photometric Phase 2 Plan
18. Trail Plan
19. Construction/Architectural Plans

The Project Plans shall not be attached to this Agreement but, upon approval by the City Council, shall be deemed fully incorporated by reference into this Agreement as if initially set forth entirely herein. Any significant changes to the Project Plans, as reasonably determined by the City Planner, shall require review and approval by the City of Arden Hills Planning Commission and the City Council. If the Project Plans, as approved by the City Council, vary from the terms of this Agreement, the approved Project Plans shall control.

**C. PUD Master Plan.**

1. The Developer shall apply for a Final Phase II PUD within one (1) year of the approval of the Final Phase I PUD or the approval shall expire unless extended by the City Council prior to the approval's expiration date. Extension requests must be submitted in writing to the City at least forty-five (45) days prior to the expiration date of the Final Phase I PUD approval.

2. A "Master PUD Agreement" and a "Phase I Development Contract" shall be prepared by the City Attorney for the City of Arden Hills and subject to the City Council approval and the Developer. The Master PUD Agreement and Final Phase I Development Contract shall be executed prior to the issuance of any Development permits for Phase I.

**D. Phase 1-Final Plan.**

1. The Developer shall obtain a permit within one (1) year of the Final Phase 1 PUD approval or the approval shall expire unless extended by the City Council prior to the approval's expiration date. Extension requests must be submitted in writing to the City at least forty-five (45) days prior to the expiration date of the Final Phase 1 PUD approval.

2. The Developer shall provide a construction phasing plan that includes plans for fire and police access throughout construction, subject to the approval of the Fire

Marshall, Public Works Director, and Ramsey County Sheriff prior to the issuance of any Development permits.

3. The Developer shall submit a financial surety in the amount of \$200,000 for site improvements, including grading, utilities, and paving, prior to the issuance of any Development permits (the "Site Improvements LOC"). Upon completion of required Developer improvements, and acceptance by the City, the City may reduce the amount of the Site Improvements LOC for the improvements still to be completed. The Site Improvements LOC shall be a letter of credit in the form attached hereto as **Exhibit B** and issued by a FDIC-insured Minnesota bank. The purpose of the Site Improvements LOC is to ensure that private site improvements stabilized in the event that Developer defaults on the Master PUD Agreement and Phase I Development Contract. The City shall return the Site Improvements LOC to the Developer within thirty (30) days after receipt of the Developer's written notice stating that it has completed the Development site improvements required by the Project Plans, and City inspection and verification of satisfactory completion.

4. Developer shall submit a cash escrow for site improvements, including grading, utilities, and paving, in the amount of \$20,000 (the "Site Improvements Cash Escrow") prior to the issuance of any Development permits. The Site Improvements Cash Escrow will be used for City costs related to review, approval, and inspection of site improvements or any costs incurred by the City in the event of a default by the Developer under this Agreement in connection with the site improvements, which default the Developer fails to cure within a reasonable period of time after receipt of the City's written notice regarding the default. If at any time during the course of construction on the Development the amount in the Site Improvements Cash Escrow is reduced to below \$5,000, Developer shall replenish the Site Improvements Cash Escrow to not less than

\$20,000 within thirty (30) days after receipt of the City's written request therefor. In the event there is a failure to replenish the Site Improvements Cash Escrow in accordance with the terms of this Agreement, the City has the right to withhold the issuance of a Certificate of Occupancy until the deficiency is paid. Within thirty (30) days after completion, inspection and verification of the Development, payment of all outstanding bills and satisfaction of this Agreement, the City shall refund the remainder of the Site Improvements Cash Escrow to Developer.

5. Prior to the City's issuance of any Development permits, the Developer shall submit to the City a financial surety in the amount of one hundred twenty-five percent (125%) of the Developer's reasonably estimated costs the landscaping improvements required by the Project Plans (the "Landscaping LOC"). The Landscaping LOC shall be a letter of credit in the form attached hereto as **Exhibit B** and issued by a FDIC-insured Minnesota bank. The Landscaping LOC shall automatically renew for successive one-year terms unless, at least sixty (60) days prior to the next annual renewal date, the issuing bank delivers notice to the City that it intends to modify the terms of, or cancel, the Landscaping LOC. A partial reduction in the Landscaping LOC may be granted by the City in the event that landscaping improvements required by the Project Plans are installed over successive growing seasons. The purpose of the Landscaping LOC is to ensure that landscaping required by the Project Plans is completed in the event that the Developer defaults on the Development Agreement. The City shall return the Landscaping LOC to the Developer within thirty (30) days after receipt of the Developer's written notice stating that it has completed the Development landscaping improvements required by the Project Plans, and following City inspection and verification of satisfactory completion.

6. The Developer shall submit to the City a cash escrow for the landscaping improvements required by the Project Plans in the amount of \$15,000 prior to the City's issuance of any Development permits (the "Landscaping Escrow"). The Landscaping Escrow will be held by the City for two (2) years after installation of the landscaping required by the Project Plans and used for to reimburse the City for costs related to review, approval, and inspection of landscaping required by the Project Plans, or caused by a default- by the Developer under this Agreement in connection with the landscaping and which is not cured by the Developer within a reasonable period of time after the Developer's receipt of the City's written notice regarding such default. The City shall return the Landscaping Escrow to the Developer within thirty (30) days after receipt of the Developer's written notice stating that it has completed the Development landscaping improvements required by the Project Plans and following City inspection and verification of satisfactory completion.

7. The proposed Development may require permits, including, but not limited to, MPCA-NPDES, Rice Creek Watershed District, Minnesota Department of Health, Ramsey County and City Right of Way, and City Grading and Erosion Control permits. Copies of all issued permits shall be provided to the City prior to the City's issuance of any Development permits.

8. The Project Plans for Phase 1 shall be subject to approval by the City of Arden Hills City Engineer, Building Official, and Fire Marshal prior to the issuance of a grading and erosion control permit.

9. Final grading, drainage, utility, and site plans shall be subject to approval by the City of Arden Hills Public Works Director, City Engineer, and City Planner prior to the City's issuance of a grading and erosion control permit or other Development permits.

10. Upon completion of grading and utility work on the Development site, the Developer shall obtain, and submit to the City for review, a grading as-built and utility as-built survey.

11. The final Lighting and Photometric Plan for Phase 1 shall be reviewed and approved by the City prior to the City's issuance of a grading and erosion control permit for Phase 1.

12. The access onto Lexington Avenue North shall be revised to a 3/4 access to prevent left turns out of the site. A "pork chop" median shall be constructed to prevent the left turns out. The 3/4 access shall be completed prior to the City's issuance of any Development permits for Phase II of the Master PUD.

13. The Developer shall comply with all other City regulations regarding the Development.

14. That if Phase 2 does not start within 3 years the percent of perennials and shrubberies on the property shall be increased to 18.19%.

**3. PHASED DEVELOPMENT.** This Agreement is a phase of a multi-phased development: the City may refuse to approve subsequent phases if the Developer has defaulted under this Agreement and the default has not been remedied within a reasonable period of time after the Developer receives the City's written notice regarding the default. Development of subsequent phases may not proceed until the City approves the agreement for those phases.

**4. CHANGES IN OFFICIAL CONTROLS.** For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan, or official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved Development unless required by state or federal law or agreed to in writing by the City and Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting or dedication

requirements enacted after the date of this Agreement with respect to property which did not receive development approval less than two (2) years prior to any such amendments.

**5. IMPROVEMENTS.** Developer shall install and pay for the following as required to be built within the Development as private improvements in accordance with the approved Project Plans:

- A. Sanitary Sewer System
- B. Water System
- C. Storm Sewer System
- D. Parking Lots
- E. Streets, and Driveways
- F. Concrete Curb and Gutter
- G. Street lights
- H. Site Grading, STORMWATER MANAGEMENT FACILITIES, and Erosion Control
- I. Landscaping
- J. Underground Utilities
- K. Setting of Iron Monuments, including Monuments described in the Wetland Overlay District
- L. Surveying and Staking
- M. Sidewalks and Trails
- N. Traffic Control Signs
- O. Open Space Amenities, Childcare Playground, and other Outdoor Areas

The improvements shall be installed in accordance with the City of Arden Hills Code of Ordinances (the “City Code”). The Developer shall submit plans and specifications for permit which have been prepared by a competent registered professional engineer to the City for approval by the City Engineer which approval shall be provided on the condition that such submittals comply with the Project Plans and this Agreement.

The City may, at the City's discretion and at the Developer's expense, have one (1) or more City inspectors and a soil engineer inspect the work as the City may reasonably determine. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor. The Developer

or his engineer. The Developer shall schedule a pre-construction meeting at a mutually agreeable time at the City Council chambers with all parties concerned, including the City staff, to review the program for the construction work.

**6. OWNERSHIP OF IMPROVEMENTS.** Upon completion of the work and construction required by this Agreement, the improvements lying within public easements shall become property of the City without further notice or action. Within thirty (30) days after completion of the public improvements, the City shall inspect the public improvements and notify the Developer if any of the improvements do not conform to the requirements of this Agreement and the Developer shall address all non-conformities. Within thirty (30) days after the City determines that the public improvements conform to the requirements of this Agreement, the City shall give formal notice of acceptance to the Developer and thereafter the Developer shall have no responsibility with respect to the maintenance of the public improvements, except during the warranty periods: discussed below.

**7. WARRANTY.** The Developer shall cause its general construction contractor to warrant to the Developer and to the City that the materials used for the public improvements will be of good quality and new unless the Project Plans require or permit otherwise, and that the public improvement work will conform to the requirements of this Agreement and will be free from defects, except for those inherent therein. All trees and shrubs shall be warranted to be alive, of good quality, and disease free for twenty-four (24) months after planting. Any replacements shall be warranted for twenty-four (24) months from the time of planting.

**8. PERMITS.** Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, including but not limited to the following to the extent required:

- Ramsey County for County Road Access and Work in County Rights-of-Way
- MnDot for State Highway Access
- Minnesota Department of Health for Watermains
- MPCA for Storm Water Issues, Sanitary Sewer and Hazardous Material Removal and Disposal
- DNR for Dewatering
- City of Arden Hills for Building Permits and Grading and Erosion Control Permit

**9. DEWATERING.** Due to the variable nature of groundwater levels and stormwater flows, it will be Developer's and Developer's contractors and subcontractors responsibility to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable county, state, and federal rules and regulations. DNR regulations regarding appropriations permits shall also be followed.

**10. TIME OF PERFORMANCE.** The Developer shall install all required public and private improvements for Phase I as contemplated by Section 2 and 5 and the approved Project Plans by December 31, 2016, with the exception of the final wear course of asphalt on any public streets. The final wear course on public streets shall be installed before September 15th the first summer after the base layer of asphalt has been in place one freeze thaw cycle. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by Developer to reflect cost increases and the extended completion date. Final wear course placement must have the written approval of the City Engineer, and may be delayed or scheduled at any time of the year based upon existing site conditions at the discretion of the City Engineer.

**11. LICENSE.** The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the Subject Property to perform all work and inspections deemed appropriate by the City in conjunction with the Development.

**12. EROSION CONTROL.** Prior to initiating site grading, the Erosion Control Plan shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if reasonably required. All areas disturbed by the excavation and backfilling operations shall be reseeded within five (5) business days after the completion of the work, weather permitting, or in an area that is inactive for more than ten (10) days unless authorized and approved by the City Engineer. Except as otherwise provided in the Erosion Control Plan, seed shall be in accordance with the City's then-current seeding specification which may include certified oat seed to provide a temporary

ground cover as rapidly as possible. All seeded areas shall be maintained as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the Erosion Control Plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and the City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within thirty (30) days after the Developer receipt of the City's written request therefor (which written request must be substantiated by reasonable evidence of the City's costs), the City may draw down the Letter of Credit to pay any costs. No construction, street or utility construction will be allowed and no building permits will be issued unless the site grading is in compliance with the Erosion Control Plan.

**13. GRADING PLAN.** The Development shall be graded in accordance with the Grading Plan and Erosion Control Plan. The Grading Plan shall conform to City of Arden Hills specifications. Within thirty (30) days after completion of the grading and before the City approves individual building permits the Developer shall provide the City with an "as constructed" Grading Plan certified by a registered land surveyor or engineer that all ponds, swales, and ditches for public drainage have been constructed on public easements or land owned by the City. Notwithstanding the foregoing, the City may issue building permits to the Developer, prior to completion of all grading, provided the City Engineer has determined that adequate erosion control measures are in place. The "as constructed" plan shall include field verified elevations of the following: a) cross sections of ponds; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles, and installed "conservation area" posts; and c) lot corner elevations. The City will withhold issuance of building permits until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the City Engineer.

**14. CLEAN UP.** The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, subcontractors, their agents or assigns. Prior to any construction, the Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping.

**15. CLAIMS.** In the event that the City receives claims from labor, material, or others that work required by this Agreement has been performed, the sums due them have not been paid, and the laborers, material, or others are seeking payment from the City, and the Developer fails to either contest in good faith or pay the same within ten (10) business days after the Developer's receipt of the City's written notice regarding the same, the Developer hereby authorizes the City to commence an Interpleader action pursuant to Rule 22, Minnesota Rules of Civil Procedure for the District Courts, to draw upon the Letter of Credit in an amount up to one hundred twenty-five percent (125%) of the claim(s) and deposit the funds in compliance with the Rule, and upon such deposit, the Developer shall release, discharge, and dismiss the City from any further proceedings as it pertains to the letters of credit deposited with the District Court, except that the Court shall retain jurisdiction to determine attorneys' fees pursuant to this Agreement.

**16. SPECIAL PROVISIONS.** The following special provisions shall apply to the development:

A. The Developer must obtain a sign permit from the City prior to installation of any signs for the Development.

B. The Developer will work with and follow the recommendations of Ramsey County for the installation of a traffic signal at County Road F and Innovation Way and the reconfiguration of the travel lanes at the sole cost and expense of Developer.

C. The Developer shall abide by the City codes, permits, and reviews, except as hereinafter amended.

D. Developer shall provide Limited Warranty Deeds for any Outlots to be conveyed to the City simultaneously with the recording of this Agreement with Ramsey County.

**17. RESPONSIBILITY FOR COSTS.**

A. Except as otherwise specified in this Agreement, the Developer shall pay all costs incurred by it or the City in conjunction with the Development, including, but not limited to, Soil and Water Conservation District charges, reasonable attorneys' fees, planning and engineering and inspection expenses incurred in connection with approval and acceptance of the Development, the preparation of this Agreement, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting the Development.

B. Developer shall reimburse the City for reasonable costs incurred in the enforcement of this Agreement, including engineering and reasonable attorneys' fees.

C. Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Agreement.

D. Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may halt development and construction until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of eight percent (8%) per year.

E. In addition to the charges herein and special assessments referred to herein, other charges as required by City ordinance may be imposed such as, but not limited to, sewer access charges ("SAC"), water access charges, and building permit fees.

**18. DEVELOPER'S DEFAULT.** In the event of default by Developer as to any of the work to be performed by it hereunder, the City may, at its option and if the Developer fails to cure the same within a reasonable period of time after receipt of the City's written notice regarding such default, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer, except in an emergency as determined by the City, is first given notice of the work in default, not less than forty-eight (48) hours in advance. This Agreement is a license for the City to act,

and it shall not be necessary for the City to seek a Court order for permission to enter the land. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part.

**19. MISCELLANEOUS.**

A. The Developer shall comply with all applicable city, county, state, and federal laws and regulations, including but not limited to, subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the Development does not comply, the City may, at its option, refuse to allow construction or development work until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

B. This Agreement shall run with the land and may be recorded against the title to the Subject Property. The Developer represents to the City that the Developer owns the Subject Property and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Subject Property; that, to the Developer's knowledge, there are no unrecorded interests in the Subject Property; and that Developer will indemnify and hold the City harmless for any breach of the foregoing.

C. Third parties shall have no recourse against the City or the Developer under this Agreement.

D. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.

E. Any action or inaction shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the City Council. Failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

F. The Developer will hold the City and its officers, agents, and employees harmless from claims made by third parties, including but not limited to other property owners, tenants, contractors, subcontractors, and materialmen, for damages sustained, costs incurred, or injuries resulting from

approval of this Planned Unit Development and the development of the Subject Property unless such claims are caused by the City's negligent, reckless or willful misconduct. The Developer will indemnify the City and its officers, agents, and employees for all costs, damages, or expenses, including reasonable engineering and attorneys' fees, which the City may pay or incur in consequence of such claims, except if caused by City negligence, reckless or willful misconduct.

G. In addition to all legal or equitable remedies, breach of any material term of this Agreement by Developer shall be grounds for denial of building permits and Certificates of Occupancy.

H. Each right, power or remedy herein conferred upon a party to this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

I. The Developer shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, commercial general liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of the Developer's work or the work of its contractors or by one directly or indirectly employed by any of them. The insurance may be provided by a single policy or multiple policies including excess of or umbrella policies and shall have limits for bodily injury and death not less than \$1,000,000 for one person and \$2,000,000 for each occurrence; limits for property damage shall be not less than \$1,000,000 for each occurrence; or a combination single limit policy of \$2,000,000 or more. The City shall be named as an additional insured on the policies, and the Developer shall file with the City a certificate evidencing coverage prior to the City issuing any permits. The certificate shall provide that the insurer must endeavor to give the City advance written notice of the cancellation of the insurance.

J. If building permits are issued prior to the acceptance of public improvements, the Developer assumes all liability and costs resulting in delays in completion of public improvements and damage to public improvements caused by the City, the Developer, its contractors, subcontractors, material men, employees, agents, or third parties. No sewer and water connection permits may be issued and no one may occupy a building for which a building permit is issued on either a temporary or permanent basis until the streets needed for access have been paved with at least one lift of bituminous surface and the utilities are accepted by the City Engineer in writing.

K. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

L. The Developer will pay in full all invoices submitted to it by the City within sixty (60) days after receipt which reasonably evidence those costs incurred in the drafting, enforcement and supervision of this Agreement, including reasonable engineering, planning, and attorney's fees. If the invoices are not paid on time, the City may halt all development work until the invoices are paid in full. Invoices not paid within sixty (60) days shall be subject to an eight percent (8%) per annum interest charge.

M. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the City Engineer evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls the development plans, or special conditions referred to in this Agreement required to be

constructed shall be constructed before any Certificate of Occupancy is issued for a lot on which a retaining wall is required to be built.

**20. SUCCESSORS AND ASSIGNS.** The Developer may not assign this Agreement without the written consent of the City Council, which consent the City Council shall not unreasonably withhold; provided, however, that the Developer may, upon notice to the City but without the consent of the City Council, assign this Agreement to any party controlling, controlled by or under common control with Developer. This Agreement shall be binding upon and inure to the benefit of the parties and their respected successors and assigns, including without limitation, any and all future and present owners, tenants, occupants, licensee, mortgagee and any other parties with any interest in the Property.

**21. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

**22. NOTICES.** Required notices to Developer shall be in writing, and shall be either hand delivered to Developer, its employees or agents, or mailed to Developer by certified mail at the following address: 4001 North Lexington Avenue, Arden Hills, Minnesota 55126. Notices to the City shall be in writing and shall be either hand delivered to the City Administrator, or mailed to the City by certified mail in care of the City Administrator at the following address: City of Arden Hills, 1245 West Highway 96, Arden Hills, Minnesota 55112.

*[Signatures on the following pages.]*

**Signature pages to Master PUD Amendment and Final PUD Agreement  
Land O'Lakes Addition**

**CITY OF ARDEN HILLS**

By: \_\_\_\_\_  
David Grant, Mayor

(SEAL)

By: \_\_\_\_\_  
Sue Iverson, Interim City Administrator

STATE OF MINNESOTA     )  
  ( ss.  
COUNTY OF RAMSEY     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by **David Grant** and by **Sue Iverson**, the Mayor and Interim City Administrator of the **City of Arden Hills**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

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

**DEVELOPER:  
LAND O'LAKES, INC.**

BY: \_\_\_\_\_  
\_\_\_\_\_ [print name]  
Its \_\_\_\_\_

STATE OF MINNESOTA     )  
  ( ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_, 2016, by \_\_\_\_\_ the  
\_\_\_\_\_ of **Land O'Lakes, Inc.**, a Minnesota corporation, on behalf of the  
corporation.

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

DRAFTED BY:  
**CAMPBELL, KNUTSON**  
*Professional Association*  
Grand Oak Office Center I  
860 Blue Gentian Road, Suite 290  
Eagan, Minnesota 55121  
Telephone: (651) 452-5000  
JJJ

**EXHIBIT “A”  
to  
Master PUD Amendment and Final PUD Agreement**

**Legal Description**

Lot 2, Block 1, Land O’Lakes Addition, according to the recorded plat, Ramsey County, Minnesota

